



5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

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

Issued through the Office of:
Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919

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

By

President

Attest

Secretary

CONDITIONS

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

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: **October 2, 2019, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount:

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

<i>To Be Determined</i>	\$	250.00
<i>Additional Search Fee</i>	\$	50.00
Total:	\$	300.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
Reunion Homes, Inc., a Colorado corporation, as to Parcel A
Bryan M. Wilhelm and Sarah M. Wilhelm, as to Parcel B

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

Parcel A:

Lot 110, The Vistas Filing No. 1 at Meridian Ranch, County of El Paso, State of Colorado.

Parcel B:

Lot 111, The Vistas Filing No. 1 at Meridian Ranch, County of El Paso, State of Colorado.

For Informational Purposes Only: **9622 Emerald Vista Drive, Peyton, CO 80831**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Laura Florek

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COMMITMENT FOR TITLE INSURANCE

Issued by

*Old Republic National Title Insurance Company***SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Release by the Public Trustee of the County of El Paso of the Deed of Trust from Bryan M. Wilhelm and Sarah M. Wilhelm, for the use of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Cardinal Financial Company, to secure \$422,197.00 dated July 9, 2019 recorded July 10, 2019 at [Reception No. 219077770](#). (Affects Parcel B)**
6. **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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NOTE: Said document must be executed by an Officer of the Corporation or other authority as designated by the By-Laws or by Corporate Resolution.

7. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfilled mechanic's and materialmen's liens.
- C. Upon receipt of Items required above, satisfactory to the company, printed Exceptions Nos. 1, 2, 3 and 4 of Schedule B, Section 2 hereof will be deleted from the Loan Policy when issued and upon payment, Form 100 will be attached thereto. Item 5 will be deleted if closing is performed by the Insuring Company.
- D. *Evidence satisfactory to the Company that there are no assessments for common expenses or other fees which remain unpaid or otherwise constitute a lien on subject property.*
- E. The following are requirements related to new construction on the property to be insured hereunder:
- (1) Copy of Certificate of Occupancy.
 - (2) A SATISFACTORY IMPROVEMENT LOCATION CERTIFICATE MUST BE FURNISHED TO THE COMPANY. EXCEPTION WILL BE TAKEN TO ADVERSE MATTERS DISCLOSED THEREBY.
 - (3) Execution of Owner/Developer/Contractor Affidavit and Indemnity Agreement.
- F. Evidence satisfactory to the Company that Stormwater Fees are paid current, if applicable.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded February 19, 2019 as [Reception No. 219017137](#). (Parcel A)

Deed recorded July 10, 2019 as [Reception No. 219077769](#). (Parcel B)

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are

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reported.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

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SCHEDULE B, PART II

Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed for Right of Way to Colorado Telephone Company, recorded January 9, 1905 at [Reception No. 123170](#) in [Book 358 at Page 542](#).
10. Effect, if any of inclusion, of subject property in the Black Squirrel Soil Conservation District, as set forth in instrument recorded July 29, 1947 in [Book 957 at Page 373](#). (764887)
11. Terms, conditions, provisions, agreements and obligations specified under the Deferred Payment Right of Way Agreement by and between First American Title Insurance Company under Holding Agreement #87-01 and Diamond Shamrock Pipeline Company recorded March 21, 1996 in [Book 6845 at Page 751](#).
NOTE: Partial Release of Right of Way and Easement recorded December 19, 2005 at [Reception No. 205199581](#).

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12. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-260, by and before the Board of El Paso County Commissioners, State of Colorado, recorded August 16, 2000 at [Reception No. 200097484](#) and rerecorded September 12, 2000 at [Reception No. 200109261](#).
13. Any assessment or lien of Meridian Service Metropolitan District as disclosed by the instrument recorded November 8, 2000 at [Reception No. 200135889](#) and re-recorded March 21, 2003 at [Reception No. 203057352](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-79 recorded February 7, 2001 at [Reception No. 201015523](#).
15. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded March 9, 2001 at [Reception No. 201029135](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 9, 2001 at [Reception No. 201114563](#).
17. Inclusion of the land in the Woodmen Road Metropolitan District as evidenced by Decree recorded November 14, 2001 at [Reception No. 201166986](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Meridian Ranch Overall PUD Development Plan recorded December 26, 2001 at [Reception No. 201189274](#).
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 02-31 recorded March 25, 2002 at [Reception No. 202047059](#).
20. Terms, agreements, provisions, conditions and obligations as contained in Development Agreement recorded September 16, 2002 at [Reception No. 202156315](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 at [Reception No. 203153360](#).
22. Terms, conditions, provisions, agreements and obligations contained in the Determination of Right No. 230-BD recorded July 3, 2003 at [Reception No. 203153361](#).
23. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169463](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
24. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169464](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
25. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169465](#). Bargain and Sale Deed in connection

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thereto recorded March 15, 2005 at [Reception No. 205036170](#).

26. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169466](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
27. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-29 recorded February 2, 2004 at [Reception No. 204019135](#), Resolution No. 04-30 recorded at [Reception No. 204019136](#) and Resolution No. 04-31 recorded at [Reception No. 204019137](#).
28. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-18 recorded October 14, 2005 at [Reception No. 205164693](#) and Resolution Np. 05-17 recorded at [Reception No. 205164694](#).
29. Covenants, conditions and restrictions recorded February 1, 2006 at [Reception No. 206016492](#), which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amendment and Supplements thereto recorded September 27, 2011 at [Reception No. 211093737](#); recorded March 22, 2012 at [Reception No. 212032291](#); recorded March 22, 2013 at [Reception No. 213037874](#); recorded November 20, 2013 at [Reception No. 213140638](#) and re-recorded November 27, 2013 at [Reception No. 213143445](#); recorded October 2, 2014 at [Reception No. 214090164](#); recorded July 21, 2015 at [Reception No. 215077619](#); recorded October 6, 2015 at [Reception No. 215108840](#) and correction recorded April 20, 2016 at [Reception No. 216041263](#); recorded May 9, 2016 at [Reception No. 216049190](#); recorded May 10, 2017 at [Reception No. 217053818](#).
30. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-555 recorded May 24, 2006 at [Reception No. 206076349](#).
31. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded August 17, 2006 at [Reception No. 206121917](#) and at [Reception No. 206121919](#).
32. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded November 24, 2008 at [Reception No. 208125912](#).
33. Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch Zoning and Conceptual Plan recorded March 20, 2013 at [Reception No. 213036329](#).
34. Any assessment or lien of Meridian Ranch Metropolitan District as disclosed by the instrument recorded December 29, 2014 at [reception No. 214119306](#).
35. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-252 recorded July 18, 2016 at [Reception No. 216078700](#).
36. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-403 recorded November 16, 2016 at [Reception No. 216133224](#).

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37. The effect of the Vistas Filing 1 at Meridian Ranch PUD/Preliminary Plan recorded May 10, 2017 at [Reception No. 217053817](#).
38. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded May 10, 2017 at [Reception No. 217053819](#).
39. Notes, easements and restrictions as shown on the plat of said subdivision recorded May 10, 2017 at [Reception No. 217713953](#).
40. Reservations as contained in Deed from GTL, Inc. recorded November 19, 2018 as [Reception No. 218134049](#).
41. Reservations as contained in Deed from GTL, Inc. recorded February 19, 2019 as [Reception No. 219017137](#).

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Empire Title of Colorado Springs, LLC

Commitment No. **64749ECS**

Disclosures

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 will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Colorado Division of Insurance 8-1-3 Closing Protection Letter notice

Effective January 1, 2017 the following notice shall be included in the Disclosure Statement required by the Colorado Division of Insurance and Colorado Revised Statutes:

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing protection Letter which may be, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Empire Title of Colorado Springs, LLC
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Empire Title of Colorado Springs, LLC**.

We may collect nonpublic personal information about you from the following sources:

Information we received from you such as on applications or other forms.

Information about your transactions we secure from our files, or from (our affiliates or) others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



5755 Mark Dabbling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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

Disclosures

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 will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Empire Title of Colorado Springs, LLC
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Empire Title of Colorado Springs, LLC**.

We may collect nonpublic personal information about you from the following sources:

Information we received from you such as on applications or other forms.

Information about your transactions we secure from our files, or from (our affiliates or) others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

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

Issued through the Office of:

Empire Title of Colorado Springs, LLC
5755 Mark Dabbling Blvd., Suite 110
Colorado Springs, CO 80919

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signature

By



President

Attest



Secretary

CONDITIONS

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

Colorado Division of Insurance 8-1-3 Closing Protection Letter notice

Effective January 1, 2017 the following notice shall be included in the Disclosure Statement required by the Colorado Division of Insurance and Colorado Revised Statutes:

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing protection Letter which may be, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

necessary anchor, guy and brace poles and attach to trees the necessary guy wires.

One (1) anchor is located in the northeast corner of above section.

WITNESS my hand and seal this sixth day of December, A. D. 1904, at Falcon, Colorado.
(Postoffice address)

Witness: F. E. Lewis

The National Land & Cattle Co. (SEAL)
(Land Owner.)
C. M. Hobbs,
Sec'y.

---000---

No. 123169.) \$1.00 Received of the Colorado Telephone Company, one and
Deed for Right of Way.) 00/100 Dollars in consideration of which I hereby grant unto
Eli Knowles) said company, its successors and assigns, the right to construct
-to-) operate and maintain its lines over and along the property
Colorado Telephone Company) which I have any interest, in Sec. 4, T. 11, S. R. 64 W. 6th
Filed for record 3:49 P.M.) P. M. County of El Paso and State of Colorado including the
January 9, 1905,) necessary poles and fixtures, along the roads, streets or
W. H. Reed, Recorder) highways, adjoining the property owned by me in said county
said sums received in full payment for such right, and in full
satisfaction for the trimming of any trees along said lines necessary to keep the wires
cleared at least eighteen inches, and with the right to set the necessary anchor, guy
and brace poles and attach to trees the necessary guy wires.

WITNESS my hand and seal this thirtieth day of November, A. D. 1904 at Eastonville Colo-
(Postoffice Address.) rado.

Witness: F. E. Lewis

Eli Knowles (SEAL)
(Land Owner.)

---000---

No. 123170.) \$45.00 Received of the Colorado Telephone Company, Forty-five
Deed for Right of Way.) and 00/100 dollars in consideration of which I hereby grant
James T. Hobbs) unto said Company, its successors and assigns, the right to
-to-) construct, operate and maintain its lines over and along the
Colorado Telephone Company.) property which I own, or in which I have any interest, in
Filed for record 3:50 P.M.) T. 12, S. R. 64 W., 6th P. M. County of El Paso and State of
January 9, 1905,) Colorado including the necessary poles and fixtures, along the
W. H. Reed, Recorder.) roads, streets, or highways adjoining the property owned by
me in said county said sums received in full payment for such
right, and in full satisfaction for the trimming of any trees along said lines necessary
to keep the wires cleared at least eighteen inches, and with the right to set the necessary
anchor, guy and brace poles and attach to trees the necessary guy wires.

Said, The Franktown-Colorado Springs Telephone Pole Line is located on the east line (ap-
proximately) of Secs. 8, 17 and 20 turning east at the S. W. corner of the N. W. 1/4 of

N. W. 1/4 of Sec. 21 running 1/4 mile east and thence due south to the County road. If
the said company need any extra openings in the fences they shall place and erect substan-
tial gates where needed.

WITNESS my hand and seal this twelfth day of December, A. D. 1904, at Colorado Springs
(Postoffice address.) Colorado

Witness: F. E. Lewis

James T. Hobbs (SEAL)
(Land Owner.)

---000---

No. 123171.) \$1.00 Received of the Colorado Telephone Company, one and
Deed for Right of Way.) 00/100 dollars in consideration of which I hereby grant unto
Catharine Anderson) said Company, its successors and assigns, the right to con-
-to-) struct, operate and maintain its lines along the property
Colorado Telephone Co.) which I own, or in which I have any interest, in the N. W.
Filed for record 3:51 P.M.) 1/4 of Sec. 31, T. 13, S. R. 65 W. 6th P. M. County of El Paso
January 9, 1905,) and State of Colorado including the necessary poles and fix-
W. H. Reed, Recorder.) tures, along the roads, streets or highways, adjoining the
property owned by me in said county said sums received in
full payment for such right, and in full satisfaction for the trimming of any trees along
said lines necessary to keep the wires cleared at least eighteen inches, and with the
right to set the necessary anchor, guy and brace poles, and attach to trees the necessary
guy wires.

This form specifically gives permission to set one (1) anchor in the northeast corner
of the N. E. 1/4 of N. W. 1/4 of Sec. 31, and one (1) anchor in the northeast corner of the
S. E. 1/4 of N. W. 1/4 of Sec. 31.

WITNESS my hand and seal this thirteenth day of December, A. D. 1904, at Colorado City
(Postoffice address.) Colorado.

Witness: F. E. Lewis

Catharine Anderson (SEAL)
(Land Owner.)

---000---

No. 764082)
 Certificate of Addition)
 The Fountain Valley Soil)
 Conservation District)
 to)
 Whom it May Concern)
 Filed for Record 10:18 A. M.)
 July 16, 1947)
 Charles Ozias, Recorder)
 -----)
 Soil Conservation District:

(See sheet attached)

Dated this day of July A. D., 1947.



The Fountain Valley Soil Conservation District

By D. G. Colbert
 President, District Board of Supervisors

Attest:

C. A. Foster
 Secretary, District Board of Supervisors

Hazel G. & L. D. Wood:

SW $\frac{1}{4}$ Sec. 17 except NE $\frac{1}{4}$ NE $\frac{1}{4}$ thereof; NE $\frac{1}{4}$ except that part of W $\frac{1}{2}$ thereof lying N and W of the Canon City Road; the N $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 18 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 19 all in T 17S, R 67W of the 6th P.M.; except right of way for pole line conveyed by deed recorded in Bk 529, Page 396, and except that portion of the W $\frac{1}{2}$ NE $\frac{1}{4}$ said Sec. 18 conveyed by warranty deed recorded in Bk 982, Page 471; (with other property) excepting rights of way for County Roads.

And the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 18, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 19, except the S 60 feet thereof, and the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 18 T 17S, R 67W 6th P.M. excepting rights of way for County Roads.

----- X X X X -----

No. 764887)
 Certificate of Addition)
 The Black Squirrel Soil)
 Conservation District)
 to)
 Whom It May Concern)
 Filed for Record 1:28 P. M.)
 July 29, 1947)
 Charles Ozias, Recorder)
 -----)
 Squirrel Soil Conservation District:

(See sheet attached)

Dated this 29 day of July A. D., 1947.

The Black Squirrel Soil Conservation District

By Floyd Drommond
 President, District Board of Supervisors

Attest:

John P. Person
 Secretary, District Board of Supervisors

(DISTRICT
 SEAL)

Earl R. Miller:

E $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ Sec. 35, T 11S, R 63W

260 Ac.

Hugh Bennett:

SE $\frac{1}{4}$ Sec. 23, T 12S, R 65W

160 Ac.

Frank DeMark:

Part of N $\frac{1}{2}$ NE $\frac{1}{4}$ S & E of Co. Road; SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 1 and 2

(W $\frac{1}{2}$ NW $\frac{1}{4}$); NE $\frac{1}{4}$ NW $\frac{1}{4}$ ex. Ry & rd. Sec. 7, T 12S, R 63W

121.5 Ac.

Lot 7 (SW $\frac{1}{4}$ SW $\frac{1}{4}$); SE $\frac{1}{4}$ SW $\frac{1}{4}$; Lot 6 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) NE $\frac{1}{4}$ SW $\frac{1}{4}$

ex. 3 Ac. to cemetery Sec. 6, T 12S, R 63W

158 Ac.

----- X X X X -----

No. 764888)

Supplemental Certificate of Addition)

Black Squirrel Soil Conservation District) Board of Supervisors

to)

Whom It May Concern)

Filed for Record 1:39 P. M.)

July 29, 1947)

Charles Ozias, Recorder)

-----)
 It has been brought to my attention that
 the following described lands are included in the
 Kiowa Soil Conservation District and it is my desire that they be included in the Black
 Squirrel Soil Conservation District as my other holdings are in the Black Squirrel and
 also because of the fact that these lands lie within the Black Squirrel drainage.

Peyton, Colorado

April 30, 1947

) Kiowa Soil Conservation District

) Kiowa, Colorado

) Gentlemen:

) It has been brought to my attention that

) the following described lands are included in the

) Kiowa Soil Conservation District and it is my desire that they be included in the Black

) Squirrel Soil Conservation District as my other holdings are in the Black Squirrel and

) also because of the fact that these lands lie within the Black Squirrel drainage.

096033629

96 MAR 21 PM 12:21

Tract: 1146

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDERBOOK PAGE
6845 751RECEIVED AUG 18 1995
DEFERRED PAYMENT RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF AN AGGREGATE SUM EQUAL TO FIFTY DOLLARS AND NO/100 (\$50.00) per rod for each rod of pipeline to be constructed under the terms hereof, to be paid at the time and in the manner hereinafter set forth, the undersigned, First American Title Insurance Company under Holding Agreement #87-01, hereinafter referred to as Grantors (whether one or more), do hereby warrant and convey unto DIAMOND SHAMROCK PIPELINE COMPANY, a Delaware corporation, with an address of P.O. Box 631, Amarillo, Texas 79105-0631, herein called Shamrock, its successors and assigns, the RIGHT OF WAY and EASEMENT to lay, construct, inspect, maintain, alter, repair, replace, operate and remove one pipeline and appurtenances, for the transportation of oil, gas or any of their products, or water or other liquid or mineral substances, in, over, through and across the following described premises situated in EL PASO County, COLORADO, to-wit:

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

TO HAVE AND TO HOLD after said pipeline is laid and so long thereafter as it shall be used or maintained, together with all necessary rights of ingress and egress to and from said premises for said purposes.

Grantee agrees to pay the sum of ONE HUNDRED AND NO/100 (\$100.00), upon the execution hereof, receipt of which is hereby acknowledged. Any balance shall be paid to the Grantors after the survey establishing the actual and exact number of rods of the route of the line has been completed, and before construction is commenced. It is mutually agreed that if Grantee fails to make payment of the balance due within twelve (12) months from the date hereof, all rights, terms and conditions of this contract shall cease and terminate.

Grantor and Shamrock agree that the permanent easement shall be thirty feet (30') in width.

Grantor and Shamrock further agree that during construction ~~and/or maintenance~~ Grantee shall have the right to use sixty-five feet (65') in width. At locations where the pipeline crosses streams, ditches, roadways, and/or where the terrain should require it, Shamrock shall have the right to use additional work space. Upon completion of the pipeline, Shamrock shall promptly pay to Grantor, or his tenant, damages for the additional space outside the sixty-five feet (65') that was used.

Grantor may lay, construct and maintain, or grant or convey the right to any other person or persons, firm or corporation, to lay, construct and maintain, a pipeline or lines, streets, highways, fences or any desired utility, over and/or through and across the lands embraced in said easement hereby granted, provided however, Grantor herein, his successors or assigns shall not use said right so as to impair Grantee's rights to use the same for the purposes herein granted or to create a safety hazard.

Shamrock shall bury its pipeline with at least 40 inches of cover except where rock is encountered there shall be at least 18 inches of cover.

The consideration paid herefor covers, and Shamrock is hereby released from liability for, all damages reasonably resulting from or incident to the original laying of said pipeline; except for the damages attributable to the additional work space outside the sixty-five feet (65') that may be used, provided that claims for damages resulting from negligence of Shamrock or of its contractor are not hereby released.

This instrument constitutes the entire agreement between the parties hereto, and no covenant or agreement not herein expressed shall be valid unless in writing and signed by the Grantor and a duly authorized officer or agent of Shamrock. The consideration above recited is in full satisfaction of every right hereby granted. The rights of either party hereunder may be assigned in whole or in part, and all covenants and agreements herein contained shall extend to and be binding on the respective heirs, devisees, legal representatives, successors or assigns of the parties hereto.

1995. WITNESS THE EXECUTION HEREOF on this 7th day of SEPT.

First American Title Insurance Co.
under Holding Agreement #87-01

TAX ID#: 360-22-5066

BY: William H. Gardner

RECEIVED AUG 18 1907

EXHIBIT "A"

Attached to and made a part of that certain Deferred Payment Right of Way Agreement between First American Title Insurance Co. under Holding Agreement #87-01, as Grantor, and Diamond Shamrock Pipeline Company, as Grantee.

PARCEL B:

That portion of Sections 20, 21, 28, and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

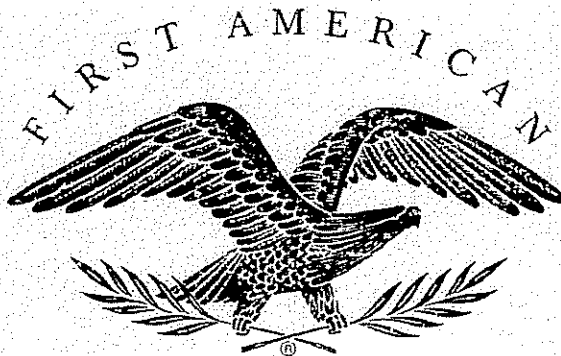
Beginning at the Northeast corner of the Northwest one-quarter of said Section 20; thence S 89°55'06" E (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be S 89°55'06" E) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence S 89°55'05" E on the North line of said Section 21, 2440.90 feet to a point on the Westerly right-of-way line of Eastonville Road; thence Southerly on said Westerly right-of-way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears S 02°53'16" W, having a central angle of 13°53'59", a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence S 09°50'16" W on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09°29'34", a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence S 19°19'49" W on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12°00'53", a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence S 31°20'42" W on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39°01'00", a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence S 07°40'10" E on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45°15'04", a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence S 37°34'46" W on the forward tangent to the last mentioned curve, 118.20 feet; thence N 89°55'06" W, 5302.25 feet; thence N 00°28'18" W, 3217.14 feet; thence N 89°47'24" W, 174.33 feet to a point on the West line of said Section 20; thence N 00°37'07" W on said West line 1321.69 feet to the West one-quarter corner of said Section 20; thence S 89°54'53" E on the South line of the Northwest one-quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one-quarter; thence N 00°39'42" W on the East line of said Northwest one-quarter, 2638.64 feet to the Point of Beginning.

PARCEL C:

That portion of Sections 19, 20, 28, 29, and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 30; thence N 89°52'06" E (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be N 00°28'16" W) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence N 00°20'16" W on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence N 00°28'07" W on a line being 30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one-half of the South one-half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence S 89°55'28" E on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence S 00°37'07" E, 2.46 feet; (2) thence S 89°47'24" E, 174.33 feet; (3) thence S 00°28'18" E, 3217.14 feet; (4) thence S 89°55'06" E, 5302.25 feet to a point on the Westerly right-of-way line of Eastonville Road; thence Southerly on said Westerly right-of-way line for the following two (2) courses: (1) thence S 37°34'46" W, 390.19 feet; (2) thence S 38°15'20" W, 3902.63 feet to a point on the South line of said Section 29; thence N 89°55'00" W on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence S 89°52'06" W on the South line of said Section 30, 5093.12 feet to the Point of Beginning.

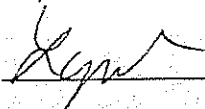
BOOK PAGE
6845 753

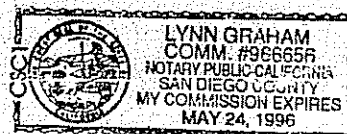


STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On September 7, 1995, before me, Lynn Graham, notary public,
personally appeared William H. Gardner *****
*****, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



(This area for official notarial seal)

Title of Document Deferred Payment Right of Way Agreement
Date of Document September 7, 1995 No. of Pages 2
Other signatures not acknowledged none

After Recording Return To:
Cardinal Financial Company, Limited Partnership
3701 Arco Corporate Drive, Suite 200
Charlotte, NC 28273

Prepared By:
Cardinal Financial Company, Limited Partnership
3701 Arco Corporate Drive, Suite 200
Charlotte, NC 28273

Loan Number 1400316770
Agency Case ID: 39-39-6-1230624

_____ [Space Above This Line For Recording Data] _____

VA CASE NO.: 39-39-6-1230624

DEED OF TRUST

MIN: 1000922-1400316770-1 MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 9, 2019, together with all Riders to this document.
- (B) "Borrower" is Bryan M. Wilhelm and Sarah M. Wilhelm, husband and wife. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Cardinal Financial Company, Limited Partnership. Lender is a Limited Partnership organized and existing under the laws of Pennsylvania. Lender's address is 3701 Arco Corporate Drive, Suite 200, Charlotte, NC 28273.
- (D) "Trustee" is the Public Trustee of El Paso County, Colorado.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.



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- (F) **“Note”** means the promissory note signed by Borrower and dated July 9, 2019. The Note states that Borrower owes Lender FOUR HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED NINETY-SEVEN AND 00/100 Dollars (U.S. \$422,197) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2049.
- (G) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”
- (H) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- | | |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Other(s) <u>VA Guaranteed Loan and</u> |
| <input type="checkbox"/> Manufactured Home Rider | <u>Assumption Policy Rider</u> |
- (J) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) **“Escrow Items”** means those items that are described in Section 3.
- (N) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

- (Q) “RESPA” means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.
- (R) “Successor in Interest of Borrower” means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of El Paso
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT “A”.
A.P.N.: 4229302003

which currently has the address of 9632 Emerald Vista Drive
[Street]
Peyton, Colorado 80831 (“Property Address”):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.” Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and

demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent

that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender

can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

- 4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

- 5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal

Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as

such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace

or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of the Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

- 10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other

party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**
- (b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing,

the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured

by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

- 14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

- 16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations

contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by

a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

- 21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate

to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.



Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie

evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.
24. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

	(Seal)		(Seal)
Bryan M Wilhelm	- Borrower		- Borrower
	(Seal)		(Seal)
Sarah M Wilhelm	- Borrower		- Borrower
	(Seal)		(Seal)
	- Borrower		- Borrower
	(Seal)		(Seal)
	- Borrower		- Borrower
	(Seal)		(Seal)
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	(Seal)		(Seal)
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	(Seal)		(Seal)
	- Borrower		- Borrower

Witnesses:

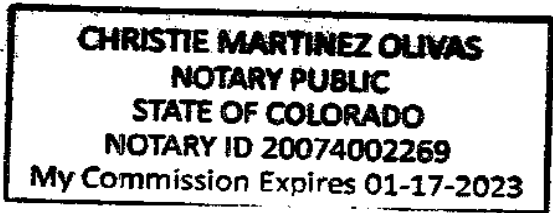
	Witness		Witness

[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: Colorado
County of: El Paso

The foregoing instrument was acknowledged before me this 9 day of July, 2019, by Bryan M Wilhelm, Sarah M Wilhelm.



Christie Martinez
Signature of Notary Public
Christie Martinez
Typed or Printed Name of Notary Public
1-17-2023
My Commission Expires

NOTARY SEAL

Loan Originator: Diane Miller, NMLSR ID 452189
Originators Organization: Cardinal Financial Company, Limited Partnership NMLS ID 66247

Date: July 09, 2019
MIN: 1000922-1400316770-1

Loan Number: 1400316770
Case Number: 39-39-6-1230624

EXHIBIT “A”

LEGAL DESCRIPTION

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

Lot 111, The Vistas Filing No. 1 at Meridian Ranch, County of El Paso, State of Colorado.

Parcel ID: 4229302003

Commonly Known As: 9632 Emerald Vista Drive, Peyton, Colorado 80831

MIN: 1000922-1400316770-1

Loan Number: 1400316770
Case No: 39-39-6-1230624

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9th day of July, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Cardinal Financial Company, Limited Partnership (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9632 Emerald Vista Drive, Peyton, CO 80831

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Covenants, Conditions and Restrictions of Record (the "Declaration"). The Property is a part of a planned unit development known as

Meridian Ranch/Falcon

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.



D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

 _____ Bryan M Wilhelm	(Seal) _____ - Borrower	(Seal) _____ - Borrower
 _____ Sarah M Wilhelm	(Seal) _____ - Borrower	(Seal) _____ - Borrower
_____ (Seal) _____ - Borrower	_____ (Seal) _____ - Borrower	
_____ (Seal) _____ - Borrower	_____ (Seal) _____ - Borrower	
_____ (Seal) _____ - Borrower	_____ (Seal) _____ - Borrower	
_____ (Seal) _____ - Borrower	_____ (Seal) _____ - Borrower	
_____ (Seal) _____ - Borrower	_____ (Seal) _____ - Borrower	

Loan Originator: Diane Miller, NMLSR ID 452189
Originators Organization: Cardinal Financial Company, Limited Partnership NMLS ID 66247

MIN: 1000922-1400316770-1

Loan Number: 1400316770

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

VA Case No: 39-39-6-1230624

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this ninth (9th) day of July, 2019 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Cardinal Financial Company, Limited Partnership (herein "Lender") and covering the Property described in the Security Instrument and located at

9632 Emerald Vista Drive, Peyton, Colorado 80831
(Property Address)

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

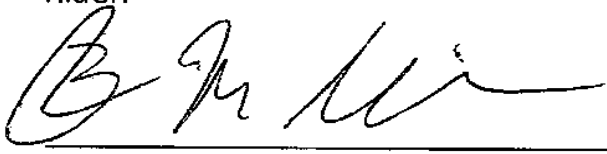
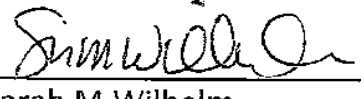
TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.
- (c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

 _____ Bryan M Wilhelm	(Seal) _____ - Borrower	(Seal) _____ - Borrower
 _____ Sarah M Wilhelm	(Seal) _____ - Borrower	(Seal) _____ - Borrower
_____ - Borrower	(Seal) _____ - Borrower	(Seal) _____ - Borrower
_____ - Borrower	(Seal) _____ - Borrower	(Seal) _____ - Borrower
_____ - Borrower	(Seal) _____ - Borrower	(Seal) _____ - Borrower
_____ - Borrower	(Seal) _____ - Borrower	(Seal) _____ - Borrower
_____ - Borrower	(Seal) _____ - Borrower	(Seal) _____ - Borrower

Loan Originator: Diane Miller, NMLSR ID 452189
Originators Organization: Cardinal Financial Company, Limited Partnership NMLS ID 66247

After Recording Return to
Reunion Homes, Inc., a Colorado corporation
Grant Langdon
P.O. Box 38939
Colorado Springs, CO 80937

Doc Fee: \$19.03

SPECIAL WARRANTY DEED

This Deed, made February 19, 2019
Between GTL, Inc., a California corporation, of the County SAN DIEGO, State of CALIFORNIA, grantor(s) and
Reunion Homes, Inc., a Colorado corporation, whose legal address is P.O. Box 38939, Colorado Springs, CO
80937 County of El Paso, and State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of ONE HUNDRED NINETY
THOUSAND THREE HUNDRED TWENTY DOLLARS AND NO/100'S (\$190,320.00) the receipt and sufficiency of
which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant,
bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together
with improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

Lots 212, 213 and 110, The Vistas Filing No. 1 at Meridian Ranch,
County of El Paso, State of Colorado

"Reserving unto the Grantor, all mineral rights and all water rights, including the water in the Denver, Dawson,
Arapahoe and Laramie-Fox Hills aquifers"

also known by street and number as 9613, 9623, 9622 Emerald Vista Drive, Peyton, CO 80831-4002

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all
the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien
but not yet due and payable, and those specific exceptions attached hereto.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the
grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or
successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-
bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and
every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be
applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

GTL, Inc., a California corporation


Theodore Tchang, President


STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

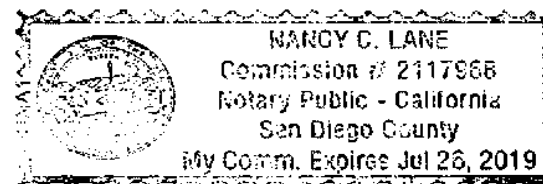
}ss:

The foregoing instrument was acknowledged before me February 12, 2019 by GTL, Inc a California
corporation by Theodore Tchang, President.

Witness my hand and official seal.

My Commission expires: July 26, 2019


Nancy C. Lane
Notary Public



WARRANTY DEED

THIS DEED, made this 9th day of July, 2019, between Reunion Homes, Inc., a Colorado corporation of the County of El Paso and State of Colorado, grantor(s), and Bryan M. Wilhelm and Sarah M. Wilhelm whose legal address is 9632 Emerald Vista Drive, Peyton, CO 80831

of the County of El Paso and State of Colorado, grantees:
WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, AS JOINT TENANTS, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Lot 111, The Vistas Filing No. 1 at Meridian Ranch, County of El Paso, State of Colorado.

also known by street and number as: 9632 Emerald Vista Drive, Peyton, CO 80831

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current year and subsequent years, and to the exceptions attached hereto and incorporated herein.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Reunion Homes, Inc., a Colorado Corporation


By: Grant Langdon, General Manager

State of Colorado
County of EL PASO

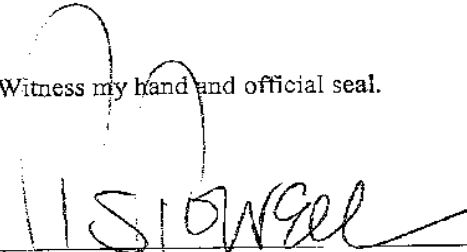
}
}
} ss.

The foregoing instrument was acknowledged before me this July 9, 2019, by Grant Langdon as General Manager of Reunion Homes, Inc., a Colorado corporation.

My Commission expires:

Witness my hand and official seal.

TRACY STOWELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164001107
My Commission Expires 01-11-2020


Notary Public

Doc Fee: \$43.79



Schedule B II Exceptions to Title

- Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent No. _____, BLM Serial No. _____, issued _____ to _____, as posted in the Bureau of Land Management, General Land Office Records.
- Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.
- Reservations made by Otto C. Newman et.al, as described in deed recorded November 1, 1937 in Book 940 at Page 400 at Reception No. 584880, and any interests therein or rights thereunder.
- Terms, agreements, provisions, conditions, obligations and easements as contained in Deed for Right of Way to Colorado Telephone Company, recorded January 9, 1905 at Reception No. 123170 in Book 358 at Page 542.
- Effect, if any of inclusion, of subject property in the Black Squirrel Soil Conservation District, as set forth in instrument recorded July 29, 1947 in Book 957 at Page 373. (764887)
- Terms, conditions, provisions, agreements and obligations specified under the Deferred Payment Right of Way Agreement by and between First American Title Insurance Company under Holding Agreement #87-01 and Diamond Shamrock Pipeline Company recorded March 21, 1996 in Book 6845 at Page 751.
NOTE: Partial Release of Right of Way and Easement recorded December 19, 2005 at Reception No. 205199581.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-260, by and before the Board of El Paso County Commissioners, State of Colorado, recorded August 16, 2000 at Reception No. 200097484 and rerecorded September 12, 2000 at Reception No. 200109261.
- Any assessment or lien of Meridian Service Metropolitan District as disclosed by the instrument recorded November 8, 2000 at Reception No. 200135889 and re-recorded March 21, 2003 at Reception No. 203057352.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-79 recorded February 7, 2001 at Reception No. 201015523.
- Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded March 9, 2001 at Reception No. 201029135.
- Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 9, 2001 at Reception No. 201114563.
- Inclusion of the land in the Woodmen Road Metropolitan District as evidenced by Decree recorded November 14, 2001 at Reception No. 201166986.
- Terms, agreements, provisions, conditions, obligations and easements as contained in Meridian Ranch Overall PUD Development Plan recorded December 26, 2001 at Reception No. 201189274.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 02-31

recorded March 25, 2002 at Reception No. 202047059.

- Terms, agreements, provisions, conditions and obligations as contained in Development Agreement recorded September 16, 2002 at Reception No. 202156315.
- Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 at Reception No. 203153360.
- Terms, conditions, provisions, agreements and obligations contained in the Determination of Right No. 230-BD recorded July 3, 2003 at Reception No. 203153361.
- Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169463. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
- Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169464. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
- Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169465. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
- Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169466. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-29 recorded February 2, 2004 at Reception No. 204019135, Resolution No. 04-30 recorded at Reception No. 204019136 and Resolution No. 04-31 recorded at Reception No. 204019137.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-18 recorded October 14, 2005 at Reception No. 205164693 and Resolution No. 05-17 recorded at Reception No. 205164694.
- Covenants, conditions and restrictions recorded February 1, 2006 at Reception No. 206016492, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amendment and Supplements thereto recorded September 27, 2011 at Reception No. 211093737; recorded March 22, 2012 at Reception No. 212032291; recorded March 22, 2013 at Reception No. 213037874; recorded November 20, 2013 at Reception No. 213140638 and re-recorded November 27, 2013 at Reception No. 213143445; recorded October 2, 2014 at Reception No. 214090164; recorded July 21, 2015 at Reception No. 215077619; recorded October 6, 2015 at Reception No. 215108840 and correction recorded April 20, 2016 at Reception No. 216041263; recorded May 9, 2016 at Reception No. 216049190; recorded May 10, 2017 at Reception No. 217053818.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-555 recorded May 24, 2006 at Reception No. 206076349.
- Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded August 17, 2006 at Reception No. 206121917 and at Reception No. 206121919.
- Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded November 24, 2008 at Reception No. 208125912.

- Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch Zoning and Conceptual Plan recorded March 20, 2013 at Reception No. 213036329.
- Any assessment or lien of Meridian Ranch Metropolitan District as disclosed by the instrument recorded December 29, 2014 at Reception No. 214119306.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-252 recorded July 18, 2016 at Reception No. 216078700.
- Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-403 recorded November 16, 2016 at Reception No. 216133224.
- The effect of the Vistas Filing 1 at Meridian Ranch PUD/Preliminary Plan recorded May 10, 2017 at Reception No. 217053817.
- Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded May 10, 2017 at Reception No. 217053819.
- Notes, easements and restrictions as shown on the plat of said subdivision recorded May 10, 2017 at Reception No. 217713953.
- Reservations as contained in Deed from GTL, Inc. recorded November 19, 2018 as Reception No. 218134049.
- Encroachment upon the ten (10) foot public utility and drainage easement located along the Southeast line of subject property as shown on the Improvement Location Certificate by Aspen Land Consultants, LLC, Thomas A. Pike, PLS # 38087 dated May 16, 2019, said encroachment being concrete drive.

Note: Affirmative protection against the above exception will be afforded the Lender by means of Endorsement Form 100.

necessary anchor, guy and brace poles and attach to trees the necessary guy wires.

One (1) anchor is located in the northeast corner of above section.

WITNESS my hand and seal this sixth day of December, A. D. 1904, at Falcon, Colorado.
(Postoffice address)

Witness: F. E. Lewis

The National Land & Cattle Co. (SEAL)
(Land Owner.)
C. M. Hobbs,
Sec'y.

---000---

No. 123169.) \$1.00 Received of the Colorado Telephone Company, one and
Deed for Right of Way.) 00/100 Dollars in consideration of which I hereby grant unto
Eli Knowles) said company, its successors and assigns, the right to construct
-to-) operate and maintain its lines over and along the property
Colorado Telephone Company) which I have any interest, in Sec. 4, T. 11, S. R. 64 W. 6th
Filed for record 3:49 P.M.) P. M. County of El Paso and State of Colorado including the
January 9, 1905,) necessary poles and fixtures, along the roads, streets or
W. H. Reed, Recorder) highways, adjoining the property owned by me in said county
said sums received in full payment for such right, and in full
satisfaction for the trimming of any trees along said lines necessary to keep the wires
cleared at least eighteen inches, and with the right to set the necessary anchor, guy
and brace poles and attach to trees the necessary guy wires.

WITNESS my hand and seal this thirtieth day of November, A. D. 1904 at Eastonville Colo-
(Postoffice Address.) rado.

Witness: F. E. Lewis

Eli Knowles (SEAL)
(Land Owner.)

---000---

No. 123170.) \$45.00 Received of the Colorado Telephone Company, Forty-five
Deed for Right of Way.) and 00/100 dollars in consideration of which I hereby grant
James T. Hobbs) unto said Company, its successors and assigns, the right to
-to-) construct, operate and maintain its lines over and along the
Colorado Telephone Company.) property which I own, or in which I have any interest, in
Filed for record 3:50 P.M.) T. 12, S. R. 64 W., 6th P. M. County of El Paso and State of
January 9, 1905,) Colorado including the necessary poles and fixtures, along the
W. H. Reed, Recorder.) roads, streets, or highways adjoining the property owned by
me in said county said sums received in full payment for such
right, and in full satisfaction for the trimming of any trees along said lines necessary
to keep the wires cleared at least eighteen inches, and with the right to set the necessary
anchor, guy and brace poles and attach to trees the necessary guy wires.

Said, The Franktown-Colorado Springs Telephone Pole Line is located on the east line (ap-
proximately) of Secs. 8, 17 and 20 turning east at the S. W. corner of the N. W. 1/4 of

N. W. 1/4 of Sec. 21 running 1/4 mile east and thence due south to the County road. If
the said company need any extra openings in the fences they shall place and erect substan-
tial gates where needed.

WITNESS my hand and seal this twelfth day of December, A. D. 1904, at Colorado Springs
(Postoffice address.) Colorado

Witness: F. E. Lewis

James T. Hobbs (SEAL)
(Land Owner.)

---000---

No. 123171.) \$1.00 Received of the Colorado Telephone Company, one and
Deed for Right of Way.) 00/100 dollars in consideration of which I hereby grant unto
Catharine Anderson) said Company, its successors and assigns, the right to con-
-to-) struct, operate and maintain its lines along the property
Colorado Telephone Co.) which I own, or in which I have any interest, in the N. W.
Filed for record 3:51 P.M.) 1/4 of Sec. 31, T. 13, S. R. 65 W. 6th P. M. County of El Paso
January 9, 1905,) and State of Colorado including the necessary poles and fix-
W. H. Reed, Recorder.) tures, along the roads, streets or highways, adjoining the
property owned by me in said county said sums received in
full payment for such right, and in full satisfaction for the trimming of any trees along
said lines necessary to keep the wires cleared at least eighteen inches, and with the
right to set the necessary anchor, guy and brace poles, and attach to trees the necessary
guy wires.

This form specifically gives permission to set one (1) anchor in the northeast corner
of the N. E. 1/4 of N. W. 1/4 of Sec. 31, and one (1) anchor in the northeast corner of the
S. E. 1/4 of N. W. 1/4 of Sec. 31.

WITNESS my hand and seal this thirteenth day of December, A. D. 1904, at Colorado City
(Postoffice address.) Colorado.

Witness: F. E. Lewis

Catharine Anderson (SEAL)
(Land Owner.)

---000---



21st

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTIAL RELEASE OF RIGHT OF WAY AND EASEMENT

STATE OF COLORADO)
COUNTY OF EL PASO)

WHEREAS, Valero Logistics Operations, L.P., a Delaware limited partnership, whose mailing address is One Valero Way, San Antonio, Texas 78249 ("Valero"), is the present owner of a right of way and easement (the "Right of Way Easement") granted by that certain instrument dated September 7th, 1995, and filed in said County in Book 6845 at Page 751 of the Deed Records of El Paso, Colorado; and

WHEREAS, Valero has been requested by the Meridian Ranch Investments, Inc. ("Landowner") to release and surrender all right, title, and interest in, to, and under a portion of the land covered by the Right of Way Easement.

NOW, THEREFORE, for good and valuable consideration paid to the undersigned, the receipt and sufficiency of which are hereby acknowledged, Valero does hereby voluntarily release and surrender to Landowner all of its right, title, interest and estate in, to and under the Right of Way Easement INsofar AND ONLY INsofar as the same covers the following described land:

All that land described in Exhibit "A" attached hereto and incorporated herein for all purposes, SAVE AND EXCEPT a thirty (30) foot right of way easement being 15' on each side of the existing pipeline located north of Eastonville Road and more particularly described on Exhibit "B" incorporated herein for all purposes.

It is expressly understood and agreed that the Right of Way Easement covers land OTHER THAN the land specifically released above and that this is a PARTIAL RELEASE only as to the land specifically released herein. Furthermore, it is expressly understood and agreed that the execution and delivery of this instrument shall in no way release, affect, or impair the rights of Valero under said Right of Way Easement insofar as it relates to and affects lands other than that specifically released herein, and said Right of Way Easement is hereby ratified and confirmed and shall continue in full force and effect except as modified hereby.

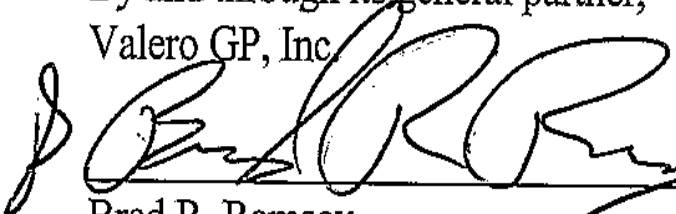
[signature and acknowledgment contained on next page]



IN WITNESS WHEREOF, this Partial Release has been duly executed this 12th day of December, 2005.

Valero Logistics Operations, L.P.

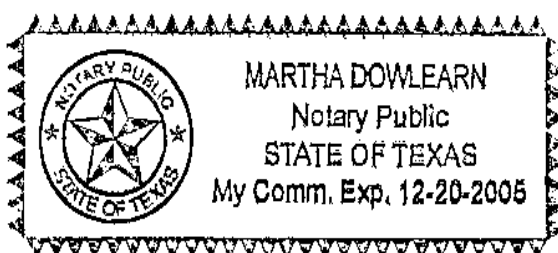
By and through its general partner,
Valero GP, Inc.

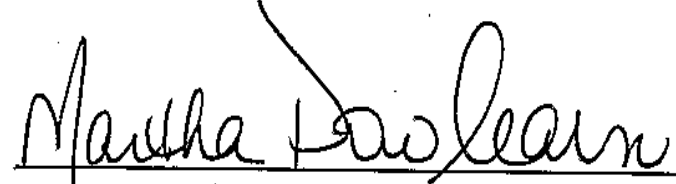

Brad R. Ramsey
Vice President of Engineering

STATE OF TEXAS)
)
COUNTY OF BEXAR)

Before me the undersigned Notary Public on this day appeared Brad R. Ramsey, Vice President of Engineering for Valero GP, Inc., a Delaware corporation, general partner of Valero Logistics Operations, L.P., a Delaware limited partnership, known to be to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed such instrument for the purposes and consideration herein expressed and as the act of such corporation and limited partnership.

Given under my hand and seal of office this 12th day of December, 2005.




Notary Public in and for the State of Texas

RECEIVED AUG 18 1995

EXHIBIT "A"

Attached to and made a part of that certain Deferred Payment Right of Way Agreement between First American Title Insurance Co. under Holding Agreement #87-01, as Grantor, and Diamond Shamrock Pipeline Company, as Grantee.

PARCEL B:

That portion of Sections 20, 21, 28, and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

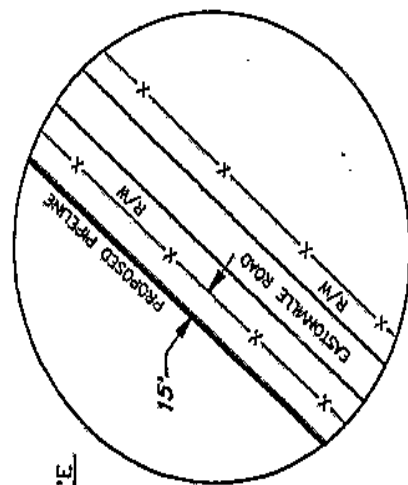
Beginning at the Northeast corner of the Northwest one-quarter of said Section 20; thence S 89°55'06" E (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be S 89°55'06" E) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence S 89°55'05" E on the North line of said Section 21, 2440.90 feet to a point on the Westerly right-of-way line of Eastonville Road; thence Southerly on said Westerly right-of-way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears S 02°53'16" W, having a central angle of 13°53'59", a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence S 09°50'16" W on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09°29'34", a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence S 19°19'49" W on the forward tangent to the last mentioned curve, 1063.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12°00'53", a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence S 31°20'42" W on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39°01'00", a radius of 1030.00 feet and an arc length of 1246.17 feet; (8) thence S 07°40'18" E on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45°15'04", a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence S 37°34'46" W on the forward tangent to the last mentioned curve, 118.20 feet; thence N 89°55'06" W, 5302.25 feet; thence N 00°28'18" W, 3217.14 feet; thence N 89°47'24" W, 174.33 feet to a point on the West line of said Section 26; thence N 00°37'07" W on said West line 1321.69 feet to the West one-quarter corner of said Section 20; thence S 89°54'53" E on the South line of the Northwest one-quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one-quarter; thence N 00°39'42" W on the East line of said Northwest one-quarter, 2638.64 feet to the Point of Beginning.

PARCEL C:

That portion of Sections 19, 20, 28, 29, and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 30; thence N 89°52'06" E (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be N 00°28'16" W) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence N 00°28'16" W on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence N 00°28'07" W on a line being 30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one-half of the South one-half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence S 89°55'28" E on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence S 00°37'07" E, 2.46 feet; (2) thence S 89°47'24" E, 174.33 feet; (3) thence S 00°28'18" E, 3217.14 feet; (4) thence S 89°55'06" E, 5302.25 feet to a point on the Westerly right-of-way line of Eastonville Road; thence Southerly on said Westerly right-of-way line for the following two (2) courses: (1) thence S 37°34'46" W, 390.19 feet; (2) thence S 38°15'20" W, 3902.63 feet to a point on the South line of said Section 29; thence N 89°55'00" W on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence S 89°52'06" W on the South line of said Section 30, 5093.12 feet to the Point of Beginning.

T 12 S



TYPICAL DETAIL
(NO SCALE)

EL PASO COUNTY, COLORADO

RECEIVED SEP 25 1995

A DETAIL OF A PROPOSED PIPELINE CROSSING
TRACT #1146 IN SECTIONS 29 AND 28, T-12-S, R-64-W,
EL PASO COUNTY, COLORADO.

BOOK	PAGES	<p>NOTE:</p> <p>The above DOES NOT represent a true Boundary Survey. The footages and feet shown are from lines of occupation, which may not be actual Property Lines.</p>	<p>Diamond Shamrock Pipeline Company</p> <p><i>SURVEYING AND MAPPING BY</i></p> <p>TOPOGRAPHIC LAND SURVEYORS</p> <p>2225 PERRYTON PARKWAY, PANAMA, TX. 79063 PH. (806)563-7218</p>				<p>LEGEND</p> <p>EXISTING PIPELINE ———— X ————</p> <p>LEASE ROAD ———— X ————</p> <p>FENCE ———— X ————</p> <p>ABND. FENCE ———— X ————</p> <p>POWERLINE ———— E ————</p> <p>TELEPHONE LINE ———— T ————</p> <p>WATER LINE ———— W ————</p>			
SURVEYED BY: D. HILL	SCALE: 1" = 1000'						DRAWING NUMBER:			
DRAWN BY: B. ALLEN	DATE: 9-18-95						(DIASHAW/MTC)FATIC			
CHECKED BY:	JOB NO.:				NO.	REVISION	DATE	BY		
							SHEET 1 OF 1			

EXHIBIT "B"

RESOLUTION NO. 00-260BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Bremer moved adoption of the following Resolution:

WHEREAS, pursuant to C.R.S. 30-28-201 *et. seq* the Board of County Commissioners has authority to designate all or part of the unincorporated County for adoption of a building code; and

WHEREAS, pursuant to C.R.S. 30-28-116, the Board of County Commissioners may amend any regulation of zoned districts and any provisions of the zoning resolution.

WHEREAS, on August 21, 1973, the Board of County Commissioners resolved that all duly zoned portions of the unincorporated County be designated for adoption of the County Building Code and further resolved that the Building Code would prospectively apply to all areas of the County that were duly zoned in the future; and

WHEREAS, in conjunction with this 1973 action, the Board of County Commissioners adopted a County-wide building permit exemption pertaining to agricultural buildings and/or structures pursuant to C.R.S. 30-28-201; and

WHEREAS, on March 25, 1999, the Board of County Commissioners adopted a Zoning Plan which applied zoning to all previously unzoned areas of the County; and

WHEREAS, on that date the Board of County Commissioners also extended the effective date for building permit compliance for these previously unzoned areas to April 3, 2000; and

WHEREAS, on that date the Board of County Commissioners further provided conceptual endorsement of a Phase II Program and Committee process which included, among other activities, consideration of possible building permit exemptions specific to the A-35 (Agricultural) Zone District; and

WHEREAS, on September 2, 1999, by Resolution No. 99-365, with effective date of September 30, 1999, the Board of County Commissioners amended the Area Building Code by adopting by reference the "Pikes Peak Regional Building Code," 1999 Edition, made additions and modifications to the same, and applied the same within the zoned area in El Paso County as designated by the El Paso County Planning Commission.

WHEREAS, on March 23, 2000, the Board of County Commissioners appointed an Eastern County Phase II Advisory Committee tasked to provide input to Planning Department staff on the Phase II process; and

WHEREAS, on March 30, 2000, the Board of County Commissioners further extended the effective date for building permit compliance in the aforementioned previously unzoned areas to July 3, 2000, in order to allow additional time to implement the Phase II process; and

WHEREAS, a Building Permit Subcommittee of this Committee met a total of three (3) times between April 6, 2000, and May 18, 2000, to provide input on this matter; and

WHEREAS, on the basis of input from this Subcommittee, comments from the County Attorney's Office and other input, the Planning Department developed a series of legally defensible alternatives related to application of the Area Building Code in the effected areas; and

WHEREAS on May 11, 2000, the Board of County Commissioners formally requested the Planning Commission to consider designation of additional areas of the County to be subject to the Area Building Code, and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on May 23, 2000, upon which date the Planning Commission did by formal resolution certify and recommend applying the existing Area Building Code, as amended, and approved and recommended for approval by the Board of County Commissioners Alternative D.2. for applying said Area Building Code and amending the El Paso County Land Development Code; and

WHEREAS, a public hearing was held by this Board on June 29, 2000; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, input of the Eastern County Phase II Building Permit Subcommittee, certification and recommendation of the El Paso County Planning Commission, comments and recommendations of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, the Board of County Commissioners finds as follows:

- 1 That proper publication and public notice were provided as required by law for the hearings before the Planning Commission and Board of County Commissioners.

- 2 That the hearings before the Planning Commission and Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That, based on the stated purpose of this zone district, the A-35 (Agricultural) District has sufficiently distinct character and density to justify an exemption of all non-public, non-residential buildings and/or structures from compliance with the Area Building Code until such time as these properties might be rezoned to allow a higher intensity of use
- 4 That the contribution of agricultural uses to the character and economy of the County is significant and justifies a continuation of the County-wide exemption of agricultural buildings and/or structures from the requirement for compliance with the Area Building Code as allowed by Statute
5. That the long-term objective of applying the Area Building Code on a County-wide basis will be best achieved by allowing the requirement to be phased in such a manner that the impact to current property owners in the effected area will be reduced.
6. That for the above-stated and other reasons, the following proposed regulation is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

WHEREAS, by this action the County also desires to reaffirm and clarify the application of the Area Building Code throughout the unincorporated areas of the County (refer to Exhibit A).

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners hereby amends the provisions regarding application of the Area Building Code in its Resolution No. 99-101, which the Board adopted on March 25, 1999, which amendment results in the following:

A. The Board of County Commissioners reaffirms and clarifies the application of the existing Area Building Code, as amended, throughout the zoned areas of the unincorporated areas of the County.

B The El Paso County Land Development Code is amended to include Alternative D.2 , with an overlay of Alternative E., which consists of the following new Paragraph I in Chapter IV, Section 1, for applying said Area Building Code, along with the following new Definition(s), all as included in Exhibit B attached

C. The county-wide exemption of agricultural buildings and/or structures from the requirement for compliance with the Area Building Code as allowed by statute remains in effect.

D. Compliance with the Area Building Code will be as described in Exhibit B attached, consistent with the legal descriptions included in Exhibit A.

BE IT FURTHER RESOLVED that the Board of County Commissioners concurs with the Planning Commission and conceptually endorses a future committee process directed toward consideration of modifications to the Codes and procedures used by the Regional Building Department as they apply to rural areas and structures.

BE IT FURTHER RESOLVED that the record, recommendations, and certification of the El Paso County Planning Commission are hereby adopted

BE IT FURTHER RESOLVED that the actions of the El Paso County Planning Commission and the Board of County Commissioners are both of general and prospective application and are, therefore, legislative actions.

BE IT FURTHER RESOLVED the effective date of this action shall be July 3, 2000.

DONE THIS 29th day of June, 2000, at Colorado Springs, Colorado

ATTEST

By: [Signature]
Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: [Signature]
Chairman

Commissioner Howells seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Beedy	no
Commissioner Bremer	aye
Commissioner Brown	aye
Commissioner Howells	aye
Commissioner Jones	aye

The Resolution was adopted by a 4-1 vote of the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 00-260
EXHIBIT A

FOR GENERAL APPLICATION OF THE AREA BUILDING CODE

LEGAL DESCRIPTION

All unincorporated territory within El Paso County, Colorado, over which the County now has or may have zoning and/or building permit authority.

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**PREVIOUSLY UNZONED AREAS AS ADDRESSED IN ALTERNATIVE D.2.
I.1.e. – BUILDING PERMIT APPLICATION**

LEGAL DESCRIPTION FOR EASTERN EL PASO COUNTY ZONING

NOTE. It is the intent of this legal description to identify all unincorporated unzoned properties in El Paso County as of March 25, 1999, for application of one of the three (3) zoning designations described below. In the event any property included in Exhibit A below has been duly zoned by previous Board of County Commissioners' Resolution, that prior Resolution shall take precedence

Exhibit A (PROPERTY TO BE ZONED A-35 (AGRICULTURAL) DISTRICT)

All of Range 60 West, Townships 11 through 17 South, all of Range 61 West, Townships 11 through 16 South; Sections 1 through 6, 10 through 15, 22 through 27, and 34 through 36, Range 61 West, Township 17 South; all of Range 62 West, Townships 11 through 16 South; Sections 1 through 6, Range 62 West, Township 17 South; all of Range 63 West, Townships 11 and 12 South, Sections 1 through 30, 35 and 36, Range 63 West, Township 13 South; Sections 1, 2, 11 through 14, 23 through 26, 35 and 36, Range 63 West, Township 14 South; Sections 1, 2, 11 through 14, 23 through 26, 35 and 36, Range 63 West, Township 15 South; Sections 1, 2, 11 through 14, 23 through 26, 35 and 36, Range 63 West, Township 16 South; Sections 1 and 2, Range 63 West, Township 17 South; all of Range 64 West, Townships 11 and 12 South; Sections 1 through 3, 10 through 15, and 19 through 30, Range 64 West, Township 13 South; all West of the 6th P.M., in El Paso County, Colorado.

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Exhibit A (Area to be zoned A-35 (Agricultural) District) is subject to the following **exceptions**:

- 1) Any property which is incorporated or has been which is already zoned as of the date of approval of zoning for these which is already unzoned properties described in these Exhibits A, B and C (Please refer to the El Paso County Planning Department for information regarding which is already zoned properties)
- 2) Any property which is listed in Exhibit B (area to be zoned RR-3 (Rural Residential) District).
- 3) Any property which is listed in Exhibit C (area to be zoned A-1 (Agricultural) District).

Range 60, Township 11

That part of Section 5 included in Kristen Park Estates Subdivision (Plat Book W-3, Page 152) which is already zoned RR-3 (Rural Residential) District

That part of Section 22 included in John Alec Estates Subdivision (Plat Book X-3, Page 85) which is already zoned RR-3 (Rural Residential) District.

Range 60, Township 12

That part of Section 11 included in Sandven Estates (Plat Book X-3, Page 125) which is already zoned RR-3 (Rural Residential) District.

That part of Section 17 included in Jares Country Estates (Plat Book X-3, Page 47) which is already zoned RR-3 (Rural Residential) District.

That part of Section 18 included in Elster Estates Subdivision (Plat Book X-3, Page 124) which is already zoned RR-3 (Rural Residential) District.

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Range 61, Township 12

That part of Section 28 included in Mason Jares Acres Subdivision (Plat Book Y-3, Page 133) which is already zoned RR-3 (Rural Residential) District.

Range 61, Township 13

That part of Section 26 included in Reception #98012175 which is already zoned RR-3 (Rural Residential) District.

That part of Section 32 included in View Estates Subdivision (Reception #98044048) which is already zoned RR-3 (Rural Residential) District.

That part of Section 32 included in Big Springs Ranches Subdivision (Plat Book Y-3, Page 67) which is already zoned RR-3 (Rural Residential) District

Range 61, Township 15

That part of Section 10 which is included in Space Command Park Subdivision (Plat Book Z-3, Page 52) which is already zoned RR-3 (Rural Residential) District.

That part of Section 13 which is included in Fossinger Estates Subdivision (Reception #98036402) which is already zoned RR-3 (Rural Residential) District.

That part of Section 14 which is included in Matt Ranches Subdivision (Plat Book Z-3, Page 94) which is already zoned RR-3 (Rural Residential) District

Range 62, Township 12

South ½ NW ¼, N ½ SW ¼ and SE ¼ of SW ¼ of Section 4 which is already zoned A-1 (Agricultural) District

That part of Section 18 which is included in Range View Estates Subdivision (Plat Book A-3, Page 45) which is already zoned RR-3 (Rural Residential) District

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That part of Section 19 which is included in MBJ Estates Subdivision (Reception #98044046) which is already zoned RR-3 (Rural Residential) District.

That part of Section 19 which is included in KGF Estates Subdivision (Reception #98051565) which is already zoned RR-3 (Rural Residential) District.

The NW1/4 of Section 24 which is already zoned RR-3 (Rural Residential) District

That part of Section 30 in Reception #94137500 which is already zoned A-1 (Agricultural) District.

That part of Section 34 which is included in KAF Estates Subdivision (Reception #98183856) which is already zoned RR-3 (Rural Residential) District.

Range 62, Township 13

That part of Section 8 which is included in Lori Ann Subdivision (Plat Book V-3, Page 145) which is already zoned A-1 (Agricultural) District.

That part of Section 21 which is included in Tierra Mia #1 Subdivision (Plat Book B-4, Page 134) which is already zoned RR-3 (Rural Residential) District.

That part of Section 29 which is included in Nicely #1 Subdivision (Plat Book B-4, Page 199) which is already zoned RR-3 (Rural Residential) District

Range 62, Township 14

That part of Section 6 included in the Muhe Subdivision (Plat Book S-3, Page 57) and Vacation and Replat of same (V-3, Page 157) which is already zoned A-1 (Agricultural) District.

That part of Section 7 included in the Langness Wilderness Subdivision (Plat Book O-3, Page 30), Filing #2 (Plat Book O-3, Page 66), Filing #3 (Plat Book V-3, Page 87) which is already zoned A-1 (Agricultural) District.

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That part of Section 18 included in the Ellicott Lumber Subdivision (Plat Book L-3, Page 75) which is already zoned A-1 (Agricultural) and PID (Planned Industrial) Districts

That part of Section 18 which is included in Western Horizons Subdivision (Reception #98017967) which is already zoned PUD (Planned Unit Development) District

That part of Section 19 except that area already zoned A-1 (Agricultural) District (Resolution #77-320, Land Use #140)

That part of Section 29 which is included in Antelope Acres Subdivision (Plat Book Z-2, Page 52) which is already zoned RR-3 (Rural Residential) District

Range 63, Township 11

That part of Sections 14 and 15 which is included in Rivers Divide Subdivision (Plat Book A-4, Page 174) which is already zoned RR-3 (Rural Residential) District.

S2SW4 L/2MR Section 15-11-63

NW4, E2 W/2MR Section 21-11-63

W2W2, NE4NW4 L/2MR Section 22-11-63

NE4, N2SE4 L/2MR Section 28-11-63

All L/2MR Section 27-11-63 which is already zoned RR-3 (Rural Residential) District.

The SE1/4 of Section 7 which is already zoned RR-3 (Rural Residential) District.

That part of Sections 18, 19 and 20 which is included in Peyton Pines #3 Subdivision (Plat Book J-3, Page 67) which is already zoned RR-3 (Rural Residential) District

That part of Sections 17, 18, 19 and 20 which is included in Peyton Pines #2A Subdivision (Plat Book B-3, Page 44) which is already zoned RR-3 (Rural Residential) District

That part of Sections 17 and 18 which is included in Peyton Pines #2B (Plat Book D-3, Page 1) which is already zoned RR-3 (Rural Residential) District

That part of Section 19 which is included in Peyton Pines No. 1 Subdivision (Plat Book Z-2, Page 54) which is already zoned RR-3 (Rural Residential) District.

That part of Section 19 which is included in Crocker #2 Subdivision (Plat Book H-3, Page 11) which is already zoned A-1 (Agricultural) District.

All of Sections 20 and 21 which are already zoned RR-3 (Rural Residential) District.

The N1/2 and the N1/2 of the SE ¼ of Section 28 which is already zoned RR-3 (Rural Residential) District.

The NW1/4 and S1/2 of Section 30 which is already zoned RR-3 (Rural Residential) District

All but the W 480 feet of S 420 feet of SW4SE4, E 15 feet of S 420 feet of SE4SW4, Section 31 which is already zoned RR-3 (Rural Residential) District

That part of Sections 22, 23 and 26 already zoned A-35 (Agricultural) District by Reception #01353965.

The NE1/4 of the NW1/4, the NW1/4 of the NW1/4, the SW1/4 of the NW1/4 and the W1/2 of the SW1/4 all in Section 22 which is already zoned RR-3 (Rural Residential) District

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All of Section 27 which is already zoned RR-3 (Rural Residential) District.

The NE1/4 of the NW1/4 and N1/2 NE1/4 of Section 34 which is already zoned
RR-3 (Rural Residential) District

Range 63, Township 12

The W1/2 of W1/2, SE1/4 of SW1/4 and SW1/4 of SE1/4 of Section 10 which is
already zoned RR-3 (Rural Residential) District

The N1/2 NW1/4 and NW1/4 NE1/4 of Section 15 which is already zoned RR-3
(Rural Residential) District.

That part of Section 12 including the W1/2 of the NE1/4, and the W1/2E1/2NE1/4
except southerly 60.00 feet thereof, and the E1/2E1/2NW1/4, all already
zoned RR-3 (Rural Residential) District.

That part of Section 14 which is included in Myland No 1 Subdivision (Plat Book
G-5, Page 174) which is already zoned RR-3 (Rural Residential) District.

The S1/4 of Section 4 which is already zoned RR-3 (Rural Residential) District.

The S1/4 of Section 5 which is already zoned RR-3 (Rural Residential) District.

The N1/2 and N1/2 of SE1/4 of Section 8 except Tract of 100 feet x 100 feet in
SW corner of Section 5-12-63 Pt NW1/4NW1/4 Section 8-12-63 described
as, Beginning at point on S line Highway 24 31.4 feet E of W line and 100
feet S of N line, thence E on said S line 295.15 feet, thence S parallel with
W line 295.15 feet, W parallel with N line 295.15 feet, N parallel with W
line 295.15 feet to POB, which is already zoned RR-3 (Rural Residential)
District.

That part of Section 8 which is included in Norvell Subdivision (Plat Book V-3,
Page 29) which is already zoned RR-3 (Rural Residential) District.

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All of Section 9 which is already zoned RR-3 (Rural Residential) District.

That part of Sections 7 and 18 which is included in Launch Pad Estates
Subdivision (Plat Book S-3, Page 98) which is already zoned A-1
(Agricultural) District

All but the NW1/4 of Section 21 which is already zoned RR-3 (Rural Residential)
District.

The E1/2 of the SE1/4 and the SE1/4 of the NE1/4 of Section 31, which is
already zoned RR-3 (Rural Residential) District.

The SW1/4, S1/2 of NW1/4, E1/2 of SE1/4, SW1/4 of NE1/4 and E1/2 of NE1/4
of Section 32, which is already zoned RR-3 (Rural Residential) District

Section 33-12-63 except Tract described as follows: Beginning at intsec of Nly
R/w line of Judge Orr Road with Ely line of Section 32, thence N89°59'08"
W 1290.00 feet, N 0°24'49" W 2571.24 feet, S 89°59'08" E 1320.00 feet, N
0°24'49" W 97.94 feet, S 86°53'28" E 487.35 feet, N 66°40'53" E 70.59
feet, S 73°44'22" E 49.98 feet, S 29°30'12" E 64.06 feet, S 89°36'31" E
1674.44 feet, S 3°25'56" W 926.33 feet, S 89°56'11" W 440.00 feet, S
0°0'0" E 1664.29 feet, N 89°59'58" W 1820.66 feet to POB, 523.98 acres;
All Section 34-12-63 W/2 MR 640.00 acres, all which is already zoned RR-
2 (Rural Residential) District.

W2SW4, W2E2SW4, SE4NE4SW4, E2SE4SW4, Section 24, which is already
zoned RR-3 (Rural Residential) District.

SE1/4 of NE1/4 of Section 35 which is already zoned A-1 (Agricultural) District.

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Range 63 West, Township 13 South

That part of Section 14 which is included in Peakview Mini Ranches Subdivision (Plat Book B-4, Page 50) which is already zoned RR-3 (Rural Residential) District.

That part of Section 14 which is included in Arshad Acres Subdivision (Plat Book W-3, Page 5) which is already zoned RR-3 (Rural Residential) District

All of Section 6 except S 1460.0 feet of E 1044.28 feet of SE4, except E 30.0 feet for R/W which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District.

All of Section 5 except NW1/4 NW1/4 which is already zoned RR-3 (Rural Residential) District.

All of Section 4 except NW1/4 of NE1/4 and
Tract in S2NW4 Section 4-13-63 as follows, Commencing at NW corner of said Section, thence Ely on Nly line 1168 27 feet, angle right 90°43'31" Sly 1762.05 feet for POB, continue Sly on last ment course 504.0 feet, angle right 90°Wly 105.0 feet, angle left 90°Sly 122.0 feet angle right 90°Wly 550.0 feet, angle right 90°Nly 626.0 feet, thence angle right 90°Ely 660.0 feet to POB

And Tract in W2 of Section 4-13-63 as follows, commencing at NW corner of said section, thence Ely on Nly Section line 1168.27 feet, angle right 90°43'31" Sly 2266 05 feet for POB, thence angle right 90°Wly 105.0 feet, angle left 90°Sly 122.0 feet, angle right 90°Wly 550.0 feet, angle left 90°Sly 694 0 feet, angle left 90°Ely 660 0 feet, thence angle left 90°Nly 816.0 feet M/L to POB

Which is already zoned RR-3 (Rural Residential) District

All but the E1/2 SE1/4 of Section 7 which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District.

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N1/2 of Section 8 which is already zoned RR-3 (Rural Residential) District.

That part of Section 9 which is included in Oasis #1 Subdivision (Plat Book W-3, Page 38) which is already zoned RR-3 (Rural Residential) District

That part of Section 9 which is included in Oasis #2 Subdivision (Plat Book Z-3, Page 80) which is already zoned RR-3 (Rural Residential) District.

That part of Section 23 which is included in Hancock's Corner Subdivision (Plat Book V-3, Page 54) which is already zoned A-1 (Agricultural) District

The NW1/4 of NW1/4 of Section 30 which is already zoned RR-3 (Rural Residential) District

All of Sections 31, 32 and 33 already zoned RR-3 (Rural Residential) District.

E1/2 of E1/2, W1/2 of SE1/4 and E1/2 of SW1/4 of Section 35 already zoned PUD (Planned Unit Development) District.

Range 63, Township 14

That part of Section 1 which is included in Spillman Subdivision (Plat Book M-3, Page 70) which is already zoned A-1 (Agricultural) District.

That part of Section 12 which is included in Anita Ranch Subdivision (Reception #98142689) which is already zoned A-1 (Agricultural) District.

That part of Section 12 which is included in Briese #1 Subdivision (Plat Book X-3, Page 179) which is already zoned RR-3 (Rural Residential) District

That part of Section 24 which is included in Veghte Subdivision (Plat Book B-4, Page 162) which is already zoned RR-3 (Rural Residential) District.

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Range 63, Township 15

All but the NW1/4 of Section 12 which is already zoned R-4 (Planned Development) District

Range 64, Township 11

That part of Section 12 which is included in Peyton Pines #4 Subdivision (Plat Book N-3, Page 120) which is already zoned RR-3 (Rural Residential) District.

That part of Sections 12 and 13 which is included in Peyton Pines #3 Subdivision (Plat Book J-3, Page 67) which is already zoned RR-3 (Rural Residential) District

That part of Section 19 which is included in Forest Green Subdivision (Plat Book U-2, Page 65) which is already zoned RR-3 (Rural Residential) District.

All of Section 20 except NE1/4 of NE1/4 and NE1/4 of SE1/4 already zoned RR-3 (Rural Residential) District or A-1 (Agricultural) District.

That part of Section 28 which is included in Woodlake #4 Subdivision (Plat Book M-3, Page 74) which is already zoned RR-3 (Rural Residential) District.

All of Section 29 which is already zoned RR-3 (Rural Residential) District

All of Section 30 except that part of NW1/4 of NW1/4 lying west of Meridian Road which is already zoned RR-3 (Rural Residential) District.

All of Section 31 which is already zoned RR-2 (Rural Residential) District or RR-3 (Rural Residential) District

All of Section 32 except SW1/4 SW1/4 which is already zoned RR-3 (Rural Residential) District

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That part of Section 23 and 24 which is included in Reata #2 Subdivision (Plat Book N-3, Page 79) which is already zoned RR-3 (Rural Residential) District.

That part of Section 23 and 24 which is included in Homestead Ranch Subdivision (Plat Book C-4, Page 130) which is already zoned RR-3 (Rural Residential) District

That part of Section 24 which is included in Hybar Subdivision (Reception #98096526) which is already zoned RR-3 (Rural Residential) District

The SE1/4 of the NE1/4 of Section 24 not otherwise excluded which is already zoned RR-3 (Rural Residential) District.

That part of Section 24 which is included in Pine Bluff Estates Subdivision (Plat Book D-2, Page 30) which is already zoned RR-3 (Rural Residential) District.

That part of Sections 24 and 25 which is included in Crocker #3 Subdivision (Plat Book N-3, Page 18) which is already zoned A-1 (Agricultural) District.

That part of Sections 25, 26 and 27 which is included in Reata #1 Subdivision (Plat Book A-3, Page 62) which is already zoned RR-3 (Rural Residential) District.

That part of Section 25 which is included in Friedrichs Subdivision (Plat Book N-3, Page 40) which is already zoned A-1 (Agricultural) District/

That part of Section 25 and 26 which is included in Tiboria Estates #2 Subdivision (Plat Book P-3, Page 75) which is already zoned RR-3 (Rural Residential) District.

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That part of Section 25 which is included in Breeden #1 Subdivision (Plat Book Z-3, Page 13) which is already zoned RR-3 (Rural Residential) District.

That part of Sections 34 and 35 which is included in Tiboria Estates #1 Subdivision (Plat Book P-3, Page 74) which is already zoned RR-3 (Rural Residential) District.

Also the N1/2 of NE1/4 and NE1/4 of NW1/4 of Section 35 which is already zoned RR-3 (Rural Residential) District.

SE1/4 SW1/4 and SW1/4 SE1/4 Section 35 which is already zoned RR-3 (Rural Residential) District.

SE1/4 and E1/2 SW1/4 of Section 34 which is already zoned RR-3 (Rural Residential) District.

Range 64, Township 12

That part of Sections 12 and 13 which is included in Peyton Place Subdivision (Plat Book X-2, Page 67) which is already zoned RR-3 (Rural Residential) District.

That part of Section 13 which is included in Blue Springs Subdivision (Reception #98036404) which is already zoned RR-3 (Rural Residential) District

That part of Section 4 which is included in Rinehart Subdivision (Plat Book P-3, Page 91) which is already zoned A-1 (Agricultural) District

All of Section 5 except the E1/2 of the SE1/4, the SE1/4 of the NE1/4 the NE1/4 of the NW1/4 the E1/2 of the E1/2 of the NW1/4 of the NE1/4 and the W1/2 of the W1/2 of the NW1/4 of the NE1/4, which is already zoned RR-3 (Rural Residential) District

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All of Section 6 which is zoned RR-3 (Rural Residential) District or is proposed for RR-3 (Rural Residential) District zoning. (Refer to Exhibit B)

All of Section 7 which is zoned A-1 (Agricultural) District or RR-3 (Rural Residential) District or proposed for RR-3 (Rural Residential) District zoning. (Refer to Exhibit B)

All of Section 8 which is which is already zoned to a variety of districts

That portion of Section 9 south and west of Eastonville Road which is already zoned A-1 (Agricultural) District or RR-2 (Rural Residential) District.

The W1/2 of the W1/2 of Section 16 which is already zoned RR-2 (Rural Residential) District

All of Section 17 which is already zoned RR-2 (Rural Residential) District.

That part of Section 31 which is included in Woodmen Hills #5 Subdivision (Reception #98121515) which is already zoned RR-1 (Rural Residential) District.

That part of Section 31 and 32 in Woodmen Hills #5 and #6 which is already zoned RR-1 (Rural Residential) District by Reception #98121515 and #99018026.

That part of Section 22 which is included in Old Brown Ranch Subdivision (Plat Book Z-2, Page 48) which is already zoned RR-3 (Rural Residential) District.

That part of Section 26 which is included in Heritage Ranch Estates Subdivision (Plat Book X-2, Page 75) which is already zoned RR-3 (Rural Residential) District.

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All but the West ½ of the NW1/4 and NW1/4 of SW1/4 of Section 35 which is already zoned RR-3 (Rural Residential) District.

The SW1/4 of Section 36 which is already zoned RR-3 (Rural Residential) District.

Range 64, Township 13

All of Sections 1 and 2 which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District (Santa Fe Springs).

N1/2 of N1/2 and S1/2 of NE1/4 of Section 11 which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District

All of Section 12 which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District.

All of Section 13 which is already zoned RR-2 (Rural Residential) District or RR-3 (Rural Residential) District.

That part of Section 15 described as follows which is already zoned RR-2 (Rural Residential) District:

That portion of Section 15, Township 13 South, Range 64 West of the 6th P.M , County of El Paso, State of Colorado and being more particularly described as follows:

Beginning at the Northeast corner of said Section 15;

Thence S00°16'47"W, 5250.73 feet along the Easterly line of said Section 15 to the Southeast corner of said Section 15;

Thence S89°23'18"W, 1317.03 feet along the Southerly line of said Section 15 to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 15,

Thence N00°00'14"W, 1316.00 feet along the Easterly line of said Southwest Quarter of the Southeast Quarter of said Section 15;

Thence S89°21'08"W, 1309.47 feet along the Northerly line of said

Southwest Quarter of the Southeast Quarter of said Section 15;
Thence S89°26'40"W, 2633 65 feet along the Southerly line of the
North Half of the Southwest Quarter of said Section 15 to the
Southwest corner thereof;
Thence N00°14'34"E, 3953.51 feet along the Westerly line of said
Section 15 to the Northwest corner of said Section 15,
Thence N89°36'47"E, 5268 96 feet along the Northerly line of said
Section 15 to said Northeast corner of Section 15, also being the
point of beginning, and containing 516.90 acres more or less

All of Section 19 which is already zoned RR-3 (Rural Residential) District or
proposed for RR-3 (Rural Residential) District. (Refer to Exhibit B)

That part of Sections 22 and 23 which is included in Sagecrest No. 1 Subdivision
(Plat Book T-3, Page 54) which is already zoned RR-3 (Rural Residential)
District

That part of Section 23 which is included in Murrs Subdivision (Reception
#21455400) which is already zoned RR-3 (Rural Residential) District.

That part of Section 23 which is included in Lashley Subdivision (Plat Book Z-3,
Page 141) which is already zoned RR-3 (Rural Residential) District.

N1/2 of N1/2 of Section 24 which is already zoned RR-3 (Rural Residential)
District or RR-2 (Rural Residential) District.

All of Section 25 which is already zoned RR-2 (Rural Residential) District.

That part of Section 26 which is included in FI Subdivision (Plat Book G-5, Page
132) which is already zoned RR-3 (Rural Residential) District.

That part of Section 26 which is included in Nussbaum Subdivision (Plat Book A-
4, Page 171) which is already zoned RR-3 (Rural Residential) District.

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That part of Section 26 which is included in Sagecrest #3 Subdivision (Plat Book W-3, Page 25) which is already zoned RR-3 (Rural Residential) District

That part of Sections 26 and 27 which is included in Sagecrest #2 Subdivision (Plat Book U-3, Page 112) which is already zoned RR-3 (Rural Residential) District.

The SW1/4 NW1/4 of Section 27 which is already zoned RR-3 (Rural Residential) District.

That part of Section 28 which is included in Gotto Subdivision (Reception #97142690) which is already zoned RR-3 (Rural Residential) District

That part of Sections 28 and 29 which is included in Corral Ranches #8 Subdivision (Plat Book D-4, Page 104) which is already zoned A-1 (Agricultural) District

All of Section 30 except NE1/4 and NW1/4 of SE1/4 and SW1/4 of SE1/4 and N1/2 of N1/2 of NE1/4 of SE1/4 and N1/2 of SW1/4 of SE1/4 and SW1/4 of SW1/4 of SE1/4 which is either zoned RR-3 (Rural Residential) District or proposed to be zoned RR-3 (Rural Residential) District. (Refer to Exhibit B)

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EXHIBIT B (PROPERTY TO BE ZONED TO THE RR-3 (RURAL RESIDENTIAL) DISTRICT)

Range 63, Township 11

That part of Sections 28, 29, 32 and 33 which is included in the Peyton Ranches Subdivision (Plat Book V-2, Page 66).

Tract in SW4NW4, Section 19-11-63 as follows: Beginning at a point 88 71 feet North 0°01'28" West from W4 corner of Section, thence continue Northerly on West section line 930 78 feet, S 45°01'28" East 564 30 feet, S 0°01'28" West 536.00 feet, thence North 89°25' West 399 04 feet to Point of Beginning, except road

Range 63, Township 12

That part of Section 4 which is included in the Peyton Ranches Subdivision (Plat Book V-2, Page 66)

Strip of land 200.00 feet wide part of former Chicago, Rock Island & Pacific Railroad through N2NW4 of Section 04-12-63.

Range 64, Township 11

That part of Section 19 which is included in the Richardson Subdivision (Plat Book V-2, Page 7)

Range 64, Township 12

All of Sections 6 and 7 including Shasta Acres #1, Shasta Acres #2, Forest Highlands and Forest Highlands #2 Subdivisions.

Range 64, Township 13

That part of Section 19 which is included in the Falcon Ranches #1 Subdivision (Plat Book R-2, Page 54)

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That part of Section 19 which is included in the Falcon Ranches #2 Subdivision
(Plat Book T-2, Page 13).

That part of Sections 19 and 30 which includes the Falcon Hills #1, Falcon Hills
#2, Falcon Hills #3 and Falcon Hills #4 (Plat Book P-2, Page 44; Plat Book
S-2, Page 34, Plat Book S-2, Page 35; Plat Book T-2, Page 270).

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**EXHIBIT C (PROPERTY TO BE ZONED TO THE A-1 (AGRICULTURAL)
DISTRICT)**

Range 62, Township 12

That part of Section 7 which is included in the Equestrian County Subdivision
(Plat Book R-2, Page 53).

Range 64, Township 12

That part of Section 30 which is included in the Antelope Acres Subdivision (Plat
Book T-2, Page 70).

Range 64, Township 11.

That part of Section 24 described as the unplatted tract lying Easterly of Lots 335
and 336 in Reata Filing #1, Southerly of Person Drive and West of
Crocker Subdivision #3.

That part of Section 25 described in the following legal description.

Tract in the Northeast Quarter, Section 25-11-64 as follows. Beginning at
a point on North Section line that is 1263.3 feet West of the Northeast
corner of said Section, run South 89°19' West on North Section line
855.00 feet, South 0°43' East 2231 0 feet, North 43°01' East 1237 0 feet,
thence North 0° 43' West 1337.0 feet M/L to Point of Beginning.

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EXHIBIT B

Alternative D.2 with Overlay of Alternative E.

Permanent Exemption of Only Non-Public, Nonresidential Buildings Only in the A-35 (Agricultural) Zone District with Phase-in of Area Building Code Based on Transfer of Property Ownership and Other Criteria in Areas Previously Unzoned as of March 25, 1999

- Add definition of Agricultural Building and/or Structure
- Add definition of Public Building and/or Structure
- Add definition of Non-Public, Nonresidential Building and/or Structure
- Add definition of Construction, Substantially Initiated
- Add the following new paragraph I - in Section I with all subsequent paragraphs renumbered.

"I. BUILDING PERMIT APPLICATION

1. Pursuant to Board of County Commissioners Resolution _____, compliance with the Pikes Peak Area Building Code, as amended is required in all unincorporated areas where the County has land use jurisdiction, with only the following exceptions
 - a Buildings and/or structures specifically exempted in the Area Building Code, as amended, or which are otherwise exempted by State statute or federal law
 - b. Agricultural buildings and/or structures
 - c. Buildings and/or structures in the A-35 (Agricultural) Zone District that are defined as non-public, nonresidential buildings and/or structures in the El Paso County Land Development Code.
 - d All other buildings or structures in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, and the construction of which was substantially initiated prior to July 3, 2000

- e. With the exception of public buildings and/or structures as defined in the El Paso County Land Development Code, and those listed in a b and c. in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, compliance with the Area Building Code shall not be required until or unless any one of the following actions occur
- There is a transfer of ownership of the effected property after July 3, 2000
 - There is a rezoning, variance or Use Subject to Special Review approval of the effected property after July 3, 2000
 - The construction activity is substantially initiated after July 1, 2005.

Interpretations as to subparagraph 1 a above shall be the responsibility of the Regional Building Department as are all interpretations related to the content and administration of the Area Building Code. Interpretations as to whether buildings and/or structures qualify as exempt under subparagraphs 1 b and 1.c. above shall be the responsibility of the Planning Director, in coordination with the Regional Building Department Interpretations as to whether buildings and/or structures qualify as exempt under subparagraph 1.d above shall be made by the Regional Building Official, in coordination with the Planning Department In applicable cases, the burden of responsibility for demonstrating that construction was substantially initiated pursuant to subparagraph 1 d rests with the property owner Conversion of an agricultural building and/or structure to non-agricultural use may require subsequent compliance with the Area Building Code. The provisions of this Paragraph I do not preclude any property owner from complying with the Area Building Code on a voluntary basis and from obtaining permits as applicable

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CHANGES APPROVED BY THE
BOARD OF COUNTY COMMISSIONERS
JUNE 29, 2000

Chapter III, Definitions, El Paso County Land Development Code

- Add definition of Agricultural Building and/or Structure

As defined only for the purpose of determining potential exemptions from the Area Building Code, any building and/or structure used for the sole purpose of providing shelter for agricultural implements, farm products, livestock (including horses) or poultry as intended in CRS 30-28-201

- Add definition of Public Building and/or Structure

As defined only for the purpose of determining potential exemptions from the Area Building Code, any building and/or structure designed or intended to be normally or customarily open to public use or occupancy by multiple families. Included in this definition are all buildings and/or structures used for retail or wholesale trade where outside customers can be expected enter the premises on more than an occasional basis, all other buildings and/or structures used for non-agricultural businesses that do not qualify as home occupations or rural home occupations, all buildings and/or structures (including but not limited to educational institutions, religious institutions and community buildings) normally open to public assembly, all buildings and/or structures used as childcare facilities, adult care homes or group homes, and all residential buildings or structures designed for occupancy by multiple households, with the exception of secondary dwelling units or farm or ranch hand, and caretaker's quarters.

- Add definition of Non-Public, Nonresidential Building and/or Structure

As defined only for the purpose of determining potential exemptions from the Area Building Code, any building and/or structure not meeting the definition of Public Building and/or Structure and not normally or customarily designed and intended for human habitation.

- Add definition of Construction, Substantially Initiated

As defined only for the purpose of determining the application of the Area Building Code for those areas that were first zoned on Mach 25, 1999, Construction Substantially Initiated, shall mean, at a minimum, completion of a poured concrete foundation or slab, if applicable, or completion of exterior framing if said foundation or slab is not involved, unless otherwise exempted. Unless otherwise exempted, further construction horizontally beyond the footprint of the in-place foundation or slab or framing shall not be allowed without compliance with the Area Building Code. Additionally, unless otherwise exempted, no further construction vertically shall take place once a building or structure has been completed without compliance with the Area Building Code. A building and/or structure shall be defined as "completed" when all construction activities normally required precedent to a final inspection, have been completed.

Mobile homes and manufactured homes which are placed upon a concrete foundation or slab shall be treated the same as in paragraph 1 of this Definition. Mobile homes or manufactured homes which are not being placed on a concrete foundation or slab shall comply with the Area Building Code, unless otherwise exempted.

In all cases the burden rests with the property owner to demonstrate that a building or structure does not need to comply with the Area Building Code.

- Add the following new paragraph I. - in Chapter IV, Section 1 of the El Paso County Land Development Code with all subsequent paragraphs renumbered

" I. BUILDING PERMIT APPLICATION

1. Pursuant to Board of County Commissioners Resolution _____, compliance with the Pikes Peak Area Building Code, as amended is required in all unincorporated areas where the County has land use jurisdiction, with only the following exceptions:

- a. Buildings and/or structures specifically exempted in the Area Building Code, as amended, or which are otherwise exempted by State statute or federal law.

- b. Agricultural buildings and/or structures
- c. Buildings and/or structures in the A-35 (Agricultural) Zone District that are defined as non-public, non-residential buildings and/or structures in the El Paso County Land Development Code.
- d. Any other buildings or structures in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, and the construction of which was substantially initiated prior to July 3, 2000.
- e. With the exception of public buildings and/or structures as defined in the El Paso County Land Development Code, in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, compliance with the Area Building Code shall not be required until or unless any of the following actions occur:
 - There is a transfer of ownership of the effected property after July 3, 2000
 - There is a rezoning, variance or Use Subject to Special Review approval of the effected property after July 3, 2000, and the Board of County Commissioners chooses to require compliance
 - The construction activity is substantially initiated after July 1, 2005

Interpretations as to subparagraph 1.a above shall be the responsibility of the Regional Building Department as are all interpretations related to the content and administration of the Area Building Code. Interpretations as to whether buildings and/or structures qualify as exempt under subparagraphs 1 b and 1 c above shall be the responsibility of the Planning Director, in coordination with the Regional Building Department. Interpretations as to whether buildings and/or structures qualify as exempt under subparagraph 1.d above shall be made by the Regional Building Official, in coordination with the Planning Department. In applicable cases, the burden of responsibility for demonstrating that construction was substantially initiated pursuant to subparagraph 1.d. rests with the property owner. Conversion of an

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agricultural building and/or structure to non-agricultural use may require subsequent compliance with the Area Building Code. The provisions of the Paragraph I do not preclude any property owner from complying with the Area Building Code on a voluntary basis and from obtaining permits as applicable.

RESOLUTION NO 00-260 (Amended)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Bremer moved adoption of the following Resolution:

WHEREAS, pursuant to C.R.S. 30-28-201 *et. seq* the Board of County Commissioners has authority to designate all or part of the unincorporated County for adoption of a building code, and

WHEREAS, pursuant to C.R.S. 30-28-116, the Board of County Commissioners may amend any regulation of zoned districts and any provisions of the zoning resolution.

WHEREAS, on August 21, 1973, the Board of County Commissioners resolved that all duly zoned portions of the unincorporated County be designated for adoption of the County Building Code and further resolved that the Building Code would prospectively apply to all areas of the County that were duly zoned in the future; and

WHEREAS, in conjunction with this 1973 action, the Board of County Commissioners adopted a County-wide building permit exemption pertaining to agricultural buildings and/or structures pursuant to C.R.S. 30-28-201; and

WHEREAS, on March 25, 1999, the Board of County Commissioners adopted a Zoning Plan which applied zoning to all previously unzoned areas of the County, and

WHEREAS, on that date the Board of County Commissioners also extended the effective date for building permit compliance for these previously unzoned areas to April 3, 2000, and

WHEREAS, on that date the Board of County Commissioners further provided conceptual endorsement of a Phase II Program and Committee process which included, among other activities, consideration of possible building permit exemptions specific to the A-35 (Agricultural) Zone District; and

WHEREAS, on September 2, 1999, by Resolution No 99-365, with effective date of September 30, 1999, the Board of County Commissioners amended the Area Building Code by adopting by reference the "Pikes Peak Regional Building Code," 1999 Edition, made additions and modifications to the same, and applied the same within the zoned area in El Paso County as designated by the El Paso County Planning Commission



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WHEREAS, on March 23, 2000, the Board of County Commissioners appointed an Eastern County Phase II Advisory Committee tasked to provide input to Planning Department staff on the Phase II process; and

WHEREAS, on March 30, 2000, the Board of County Commissioners further extended the effective date for building permit compliance in the aforementioned previously unzoned areas to July 3, 2000, in order to allow additional time to implement the Phase II process; and

WHEREAS, a Building Permit Subcommittee of this Committee met a total of three (3) times between April 6, 2000, and May 18, 2000, to provide input on this matter; and

WHEREAS, on the basis of input from this Subcommittee, comments from the County Attorney's Office and other input, the Planning Department developed a series of legally defensible alternatives related to application of the Area Building Code in the effected areas; and

WHEREAS on May 11, 2000, the Board of County Commissioners formally requested the Planning Commission to consider designation of additional areas of the County to be subject to the Area Building Code, and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on May 23, 2000, upon which date the Planning Commission did by formal resolution certify and recommend applying the existing Area Building Code, as amended, and approved and recommended for approval by the Board of County Commissioners Alternative D.2. for applying said Area Building Code and amending the El Paso County Land Development Code; and

WHEREAS, a public hearing was held by this Board on June 29, 2000, and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, input of the Eastern County Phase II Building Permit Subcommittee, certification and recommendation of the El Paso County Planning Commission, comments and recommendations of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, the Board of County Commissioners finds as follows.

1. That proper publication and public notice were provided as required by law for the hearings before the Planning Commission and Board of County Commissioners.

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2. That the hearings before the Planning Commission and Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
- 3 That, based on the stated purpose of this zone district, the A-35 (Agricultural) District has sufficiently distinct character and density to justify an exemption of all non-public, non-residential buildings and/or structures from compliance with the Area Building Code until such time as these properties might be rezoned to allow a higher intensity of use
- 4 That the contribution of agricultural uses to the character and economy of the County is significant and justifies a continuation of the County-wide exemption of agricultural buildings and/or structures from the requirement for compliance with the Area Building Code as allowed by Statute
5. That the long-term objective of applying the Area Building Code on a County-wide basis will be best achieved by allowing the requirement to be phased in such a manner that the impact to current property owners in the effected area will be reduced
6. That for the above-stated and other reasons, the following proposed regulation is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

WHEREAS, by this action the County also desires to reaffirm and clarify the application of the Area Building Code throughout the unincorporated areas of the County (refer to Exhibit A).

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners hereby amends the provisions regarding application of the Area Building Code in its Resolution No. 99-101, which the Board adopted on March 25, 1999, which amendment results in the following:

A. The Board of County Commissioners reaffirms and clarifies the application of the existing Area Building Code, as amended, throughout the zoned areas of the unincorporated areas of the County.

B The El Paso County Land Development Code is amended to include Alternative D.2., with an overlay of Alternative E , which consists of the following new Paragraph I in Chapter IV, Section 1, for applying said Area Building Code, along with the following new Definition(s) in Chapter III, as well as replacement of the Purpose statement of the A-1 (Agricultural) District, Chapter IV, Section 6.A. all as included in Exhibit B attached

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C. The county-wide exemption of agricultural buildings and/or structures from the requirement for compliance with the Area Building Code as allowed by statute remains in effect.

D. Compliance with the Area Building Code will be as described in Exhibit B attached, consistent with the legal descriptions included in Exhibit A.

BE IT FURTHER RESOLVED that the Board of County Commissioners concurs with the Planning Commission and conceptually endorses a future committee process directed toward consideration of modifications to the Codes and procedures used by the Regional Building Department as they apply to rural areas and structures.

BE IT FURTHER RESOLVED that the record, recommendations, and certification of the El Paso County Planning Commission are hereby adopted

BE IT FURTHER RESOLVED that the actions of the El Paso County Planning Commission and the Board of County Commissioners are both of general and prospective application and are, therefore, legislative actions.

BE IT FURTHER RESOLVED the effective date of this action shall be July 3, 2000.

DONE THIS 29th day of June, 2000, at Colorado Springs, Colorado.

ATTEST:

By: [Signature]
Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: [Signature]
Chairman

Commissioner Howells seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows.

Commissioner Beedy	no
Commissioner Bremer	aye
Commissioner Brown	aye
Commissioner Howells	aye
Commissioner Jones	aye

The Resolution was adopted by a 4-1 vote of the Board of County Commissioners of the County of El Paso, State of Colorado.

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EXHIBIT A

FOR GENERAL APPLICATION OF THE AREA BUILDING CODE

LEGAL DESCRIPTION

All unincorporated territory within El Paso County, Colorado, over which the County now has or may have zoning and/or building permit authority.

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**PREVIOUSLY UNZONED AREAS AS ADDRESSED IN ALTERNATIVE D.2.
I.1.e. – BUILDING PERMIT APPLICATION**

LEGAL DESCRIPTION FOR EASTERN EL PASO COUNTY ZONING

NOTE: It is the intent of this legal description to identify all unincorporated unzoned properties in El Paso County as of March 25, 1999, for application of one of the three (3) zoning designations described below. In the event any property included in Exhibit A below has been duly zoned by previous Board of County Commissioners' Resolution, that prior Resolution shall take precedence.

Exhibit A (PROPERTY TO BE ZONED A-35 (AGRICULTURAL) DISTRICT)

All of Range 60 West, Townships 11 through 17 South, all of Range 61 West, Townships 11 through 16 South; Sections 1 through 6, 10 through 15, 22 through 27, and 34 through 36, Range 61 West, Township 17 South; all of Range 62 West, Townships 11 through 16 South; Sections 1 through 6, Range 62 West, Township 17 South, all of Range 63 West, Townships 11 and 12 South; Sections 1 through 30, 35 and 36, Range 63 West, Township 13 South, Sections 1, 2, 11 through 14, 23 through 26, 35 and 36, Range 63 West, Township 14 South; Sections 1, 2, 11 through 14, 23 through 26, 35 and 36, Range 63 West, Township 15 South, Sections 1, 2, 11 through 14, 23 through 26, 35 and 36, Range 63 West, Township 16 South; Sections 1 and 2, Range 63 West, Township 17 South, all of Range 64 West, Townships 11 and 12 South, Sections 1 through 3, 10 through 15, and 19 through 30, Range 64 West, Township 13 South; all West of the 6th P.M., in El Paso County, Colorado.

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Exhibit A (Area to be zoned A-35 (Agricultural) District) is subject to the following **exceptions.**

- 1) Any property which is incorporated or has been which is already zoned as of the date of approval of zoning for these which is already unzoned properties described in these Exhibits A, B and C (Please refer to the El Paso County Planning Department for information regarding which is already zoned properties)
- 2) Any property which is listed in Exhibit B (area to be zoned RR-3 (Rural Residential) District)
- 3) Any property which is listed in Exhibit C (area to be zoned A-1 (Agricultural) District)

Range 60, Township 11

That part of Section 5 included in Kristen Park Estates Subdivision (Plat Book W-3, Page 152) which is already zoned RR-3 (Rural Residential) District.

That part of Section 22 included in John Alec Estates Subdivision (Plat Book X-3, Page 85) which is already zoned RR-3 (Rural Residential) District.

Range 60, Township 12

That part of Section 11 included in Sandven Estates (Plat Book X-3, Page 125) which is already zoned RR-3 (Rural Residential) District.

That part of Section 17 included in Jares Country Estates (Plat Book X-3, Page 47) which is already zoned RR-3 (Rural Residential) District.

That part of Section 18 included in Elster Estates Subdivision (Plat Book X-3, Page 124) which is already zoned RR-3 (Rural Residential) District.

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Range 61, Township 12

That part of Section 28 included in Mason Jares Acres Subdivision (Plat Book Y-3, Page 133) which is already zoned RR-3 (Rural Residential) District.

Range 61, Township 13

That part of Section 26 included in Reception #98012175 which is already zoned RR-3 (Rural Residential) District.

That part of Section 32 included in View Estates Subdivision (Reception #98044048) which is already zoned RR-3 (Rural Residential) District.

That part of Section 32 included in Big Springs Ranches Subdivision (Plat Book Y-3, Page 67) which is already zoned RR-3 (Rural Residential) District

Range 61, Township 15

That part of Section 10 which is included in Space Command Park Subdivision (Plat Book Z-3, Page 52) which is already zoned RR-3 (Rural Residential) District

That part of Section 13 which is included in Fossinger Estates Subdivision (Reception #98036402) which is already zoned RR-3 (Rural Residential) District.

That part of Section 14 which is included in Matt Ranches Subdivision (Plat Book Z-3, Page 94) which is already zoned RR-3 (Rural Residential) District.

Range 62, Township 12

South ½ NW ¼, N ½ SW ¼ and SE ¼ of SW ¼ of Section 4 which is already zoned A-1 (Agricultural) District.

That part of Section 18 which is included in Range View Estates Subdivision (Plat Book A-3, Page 45) which is already zoned RR-3 (Rural Residential) District.

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That part of Section 19 which is included in MBJ Estates Subdivision (Reception #98044046) which is already zoned RR-3 (Rural Residential) District.

That part of Section 19 which is included in KGF Estates Subdivision (Reception #98051565) which is already zoned RR-3 (Rural Residential) District.

The NW1/4 of Section 24 which is already zoned RR-3 (Rural Residential) District

That part of Section 30 in Reception #94137500 which is already zoned A-1 (Agricultural) District.

That part of Section 34 which is included in KAF Estates Subdivision (Reception #98183856) which is already zoned RR-3 (Rural Residential) District.

Range 62, Township 13

That part of Section 8 which is included in Lori Ann Subdivision (Plat Book V-3, Page 145) which is already zoned A-1 (Agricultural) District.

That part of Section 21 which is included in Tierra Mia #1 Subdivision (Plat Book B-4, Page 134) which is already zoned RR-3 (Rural Residential) District.

That part of Section 29 which is included in Nicely #1 Subdivision (Plat Book B-4, Page 199) which is already zoned RR-3 (Rural Residential) District.

Range 62, Township 14

That part of Section 6 included in the Muhe Subdivision (Plat Book S-3, Page 57) and Vacation and Replat of same (V-3, Page 157) which is already zoned A-1 (Agricultural) District

That part of Section 7 included in the Langness Wilderness Subdivision (Plat Book O-3, Page 30), Filing #2 (Plat Book O-3, Page 66), Filing #3 (Plat Book V-3, Page 87) which is already zoned A-1 (Agricultural) District

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That part of Section 18 included in the Ellicott Lumber Subdivision (Plat Book L-3, Page 75) which is already zoned A-1 (Agricultural) and PID (Planned Industrial) Districts

That part of Section 18 which is included in Western Horizons Subdivision (Reception #98017967) which is already zoned PUD (Planned Unit Development) District.

That part of Section 19 except that area already zoned A-1 (Agricultural) District (Resolution #77-320, Land Use #140).

That part of Section 29 which is included in Antelope Acres Subdivision (Plat Book Z-2, Page 52) which is already zoned RR-3 (Rural Residential) District

Range 63, Township 11

That part of Sections 14 and 15 which is included in Rivers Divide Subdivision (Plat Book A-4, Page 174) which is already zoned RR-3 (Rural Residential) District

S2SW4 L/2MR Section 15-11-63

NW4, E2 W/2MR Section 21-11-63

W2W2, NE4NW4 L/2MR Section 22-11-63

NE4, N2SE4 L/2MR Section 28-11-63

All L/2MR Section 27-11-63 which is already zoned RR-3 (Rural Residential) District

The SE1/4 of Section 7 which is already zoned RR-3 (Rural Residential) District

That part of Sections 18, 19 and 20 which is included in Peyton Pines #3 Subdivision (Plat Book J-3, Page 67) which is already zoned RR-3 (Rural Residential) District.

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That part of Sections 17, 18, 19 and 20 which is included in Peyton Pines #2A
Subdivision (Plat Book B-3, Page 44) which is already zoned RR-3 (Rural
Residential) District

That part of Sections 17 and 18 which is included in Peyton Pines #2B (Plat Book
D-3, Page 1) which is already zoned RR-3 (Rural Residential) District

That part of Section 19 which is included in Peyton Pines No. 1 Subdivision (Plat
Book Z-2, Page 54) which is already zoned RR-3 (Rural Residential)
District.

That part of Section 19 which is included in Crocker #2 Subdivision (Plat Book H-
3, Page 11) which is already zoned A-1 (Agricultural) District

All of Sections 20 and 21 which are already zoned RR-3 (Rural Residential)
District.

The N1/2 and the N1/2 of the SE ¼ of Section 28 which is already zoned RR-3
(Rural Residential) District.

The NW1/4 and S1/2 of Section 30 which is already zoned RR-3 (Rural
Residential) District.

All but the W 480 feet of S 420 feet of SW4SE4, E 15 feet of S 420 feet of
SE4SW4, Section 31 which is already zoned RR-3 (Rural Residential)
District.

That part of Sections 22, 23 and 26 already zoned A-35 (Agricultural) District by
Reception #01353965.

The NE1/4 of the NW1/4, the NW1/4 of the NW1/4, the SW1/4 of the NW1/4 and
the W1/2 of the SW1/4 all in Section 22 which is already zoned RR-3
(Rural Residential) District

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All of Section 27 which is already zoned RR-3 (Rural Residential) District

The NE1/4 of the NW1/4 and N1/2 NE1/4 of Section 34 which is already zoned
RR-3 (Rural Residential) District

Range 63, Township 12

The W1/2 of W1/2, SE1/4 of SW1/4 and SW1/4 of SE1/4 of Section 10 which is
already zoned RR-3 (Rural Residential) District

The N1/2 NW1/4 and NW1/4 NE1/4 of Section 15 which is already zoned RR-3
(Rural Residential) District.

That part of Section 12 including the W1/2 of the NE1/4, and the W1/2E1/2NE1/4
except southerly 60 00 feet thereof, and the E1/2E1/2NW1/4, all already
zoned RR-3 (Rural Residential) District.

That part of Section 14 which is included in Myland No 1 Subdivision (Plat Book
G-5, Page 174) which is already zoned RR-3 (Rural Residential) District.

The S1/4 of Section 4 which is already zoned RR-3 (Rural Residential) District

The S1/4 of Section 5 which is already zoned RR-3 (Rural Residential) District.

The N1/2 and N1/2 of SE1/4 of Section 8 except Tract of 100 feet x 100 feet in
SW corner of Section 5-12-63 Pt NW1/4NW1/4 Section 8-12-63 described
as, Beginning at point on S line Highway 24 31.4 feet E of W line and 100
feet S of N line, thence E on said S line 295.15 feet, thence S parallel with
W line 295.15 feet, W parallel with N line 295.15 feet, N parallel with W
line 295.15 feet to POB, which is already zoned RR-3 (Rural Residential)
District.

That part of Section 8 which is included in Norvell Subdivision (Plat Book V-3,
Page 29) which is already zoned RR-3 (Rural Residential) District

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All of Section 9 which is already zoned RR-3 (Rural Residential) District.

That part of Sections 7 and 18 which is included in Launch Pad Estates
Subdivision (Plat Book S-3, Page 98) which is already zoned A-1
(Agricultural) District

All but the NW1/4 of Section 21 which is already zoned RR-3 (Rural Residential)
District

The E1/2 of the SE1/4 and the SE1/4 of the NE1/4 of Section 31, which is
already zoned RR-3 (Rural Residential) District.

The SW1/4, S1/2 of NW1/4, E1/2 of SE1/4, SW1/4 of NE1/4 and E1/2 of NE1/4
of Section 32, which is already zoned RR-3 (Rural Residential) District.

Section 33-12-63 except Tract described as follows. Beginning at intsec of Nly
R/w line of Judge Orr Road with Ely line of Section 32, thence N89°59'08"
W 1290.00 feet, N 0°24'49" W 2571.24 feet, S 89°59'08" E 1320.00 feet, N
0°24'49" W 97 94 feet, S 86°53'28" E 487 35 feet, N 66°40'53" E 70 59
feet, S 73°44'22" E 49 98 feet, S 29°30'12" E 64.06 feet, S 89°36'31" E
1674 44 feet, S 3°25'56" W 926 33 feet, S 89°56'11" W 440.00 feet, S
0°0'0" E 1664.29 feet, N 89°59'58" W 1820.66 feet to POB, 523.98 acres;
All Section 34-12-63 W/2 MR 640 00 acres, all which is already zoned RR-
2 (Rural Residential) District

W2SW4, W2E2SW4, SE4NE4SW4, E2SE4SW4, Section 24, which is already
zoned RR-3 (Rural Residential) District

SE1/4 of NE1/4 of Section 35 which is already zoned A-1 (Agricultural) District

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Range 63 West, Township 13 South

That part of Section 14 which is included in Peakview Mini Ranches Subdivision
(Plat Book B-4, Page 50) which is already zoned RR-3 (Rural Residential)
District.

That part of Section 14 which is included in Arshad Acres Subdivision (Plat Book
W-3, Page 5) which is already zoned RR-3 (Rural Residential) District

All of Section 6 except S 1460 0 feet of E 1044 28 feet of SE4, except E 30.0 feet
for R/W which is already zoned RR-3 (Rural Residential) District or PUD
(Planned Unit Development) District.

All of Section 5 except NW1/4 NW1/4 which is already zoned RR-3 (Rural
Residential) District

All of Section 4 except NW1/4 of NE1/4 and

Tract in S2NW4 Section 4-13-63 as follows, Commencing at NW corner of said
Section, thence Ely on Nly line 1168.27 feet, angle right 90°43'31" Sly
1762 05 feet for POB, continue Sly on last ment course 504.0 feet, angle
right 90°Wly 105.0 feet, angle left 90°Sly 122.0 feet angle right 90°Wly
550.0 feet, angle right 90°Nly 626 0 feet, thence angle right 90°Ely 660 0
feet to POB

And Tract in W2 of Section 4-13-63 as follows, commencing at NW corner of said
section, thence Ely on Nly Section line 1168.27 feet, angle right 90°43'31"
Sly 2266 05 feet for POB, thence angle right 90°Wly 105.0 feet, angle left
90°Sly 122 0 feet, angle right 90°Wly 550.0 feet, angle left 90°Sly 694.0
feet, angle left 90°Ely 660.0 feet, thence angle left 90°Nly 816.0 feet M/L
to POB

Which is already zoned RR-3 (Rural Residential) District.

All but the E1/2 SE1/4 of Section 7 which is already zoned RR-3 (Rural
Residential) District or PUD (Planned Unit Development) District

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N1/2 of Section 8 which is already zoned RR-3 (Rural Residential) District.

That part of Section 9 which is included in Oasis #1 Subdivision (Plat Book W-3, Page 38) which is already zoned RR-3 (Rural Residential) District

That part of Section 9 which is included in Oasis #2 Subdivision (Plat Book Z-3, Page 80) which is already zoned RR-3 (Rural Residential) District.

That part of Section 23 which is included in Hancock's Corner Subdivision (Plat Book V-3, Page 54) which is already zoned A-1 (Agricultural) District.

The NW1/4 of NW1/4 of Section 30 which is already zoned RR-3 (Rural Residential) District

All of Sections 31, 32 and 33 already zoned RR-3 (Rural Residential) District

E1/2 of E1/2, W1/2 of SE1/4 and E1/2 of SW1/4 of Section 35 already zoned PUD (Planned Unit Development) District.

Range 63, Township 14

That part of Section 1 which is included in Spillman Subdivision (Plat Book M-3, Page 70) which is already zoned A-1 (Agricultural) District.

That part of Section 12 which is included in Anita Ranch Subdivision (Reception #98142689) which is already zoned A-1 (Agricultural) District

That part of Section 12 which is included in Briese #1 Subdivision (Plat Book X-3, Page 179) which is already zoned RR-3 (Rural Residential) District.

That part of Section 24 which is included in Veghte Subdivision (Plat Book B-4, Page 162) which is already zoned RR-3 (Rural Residential) District

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Range 63, Township 15

All but the NW1/4 of Section 12 which is already zoned R-4 (Planned Development) District.

Range 64, Township 11

That part of Section 12 which is included in Peyton Pines #4 Subdivision (Plat Book N-3, Page 120) which is already zoned RR-3 (Rural Residential) District.

That part of Sections 12 and 13 which is included in Peyton Pines #3 Subdivision (Plat Book J-3, Page 67) which is already zoned RR-3 (Rural Residential) District.

That part of Section 19 which is included in Forest Green Subdivision (Plat Book U-2, Page 65) which is already zoned RR-3 (Rural Residential) District

All of Section 20 except NE1/4 of NE1/4 and NE1/4 of SE1/4 already zoned RR-3 (Rural Residential) District or A-1 (Agricultural) District

That part of Section 28 which is included in Woodlake #4 Subdivision (Plat Book M-3, Page 74) which is already zoned RR-3 (Rural Residential) District

All of Section 29 which is already zoned RR-3 (Rural Residential) District.

All of Section 30 except that part of NW1/4 of NW1/4 lying west of Meridian Road which is already zoned RR-3 (Rural Residential) District

All of Section 31 which is already zoned RR-2 (Rural Residential) District or RR-3 (Rural Residential) District

All of Section 32 except SW1/4 SW1/4 which is already zoned RR-3 (Rural Residential) District.

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That part of Section 23 and 24 which is included in Reata #2 Subdivision (Plat Book N-3, Page 79) which is already zoned RR-3 (Rural Residential) District.

That part of Section 23 and 24 which is included in Homestead Ranch Subdivision (Plat Book C-4, Page 130) which is already zoned RR-3 (Rural Residential) District.

That part of Section 24 which is included in Hybar Subdivision (Reception #98096526) which is already zoned RR-3 (Rural Residential) District.

The SE1/4 of the NE1/4 of Section 24 not otherwise excluded which is already zoned RR-3 (Rural Residential) District

That part of Section 24 which is included in Pine Bluff Estates Subdivision (Plat Book D-2, Page 30) which is already zoned RR-3 (Rural Residential) District.

That part of Sections 24 and 25 which is included in Crocker #3 Subdivision (Plat Book N-3, Page 18) which is already zoned A-1 (Agricultural) District.

That part of Sections 25, 26 and 27 which is included in Reata #1 Subdivision (Plat Book A-3, Page 62) which is already zoned RR-3 (Rural Residential) District.

That part of Section 25 which is included in Friedrichs Subdivision (Plat Book N-3, Page 40) which is already zoned A-1 (Agricultural) District/

That part of Section 25 and 26 which is included in Tiboria Estates #2 Subdivision (Plat Book P-3, Page 75) which is already zoned RR-3 (Rural Residential) District.

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That part of Section 25 which is included in Breeden #1 Subdivision (Plat Book Z-3, Page 13) which is already zoned RR-3 (Rural Residential) District

That part of Sections 34 and 35 which is included in Tiboria Estates #1 Subdivision (Plat Book P-3, Page 74) which is already zoned RR-3 (Rural Residential) District

Also the N1/2 of NE1/4 and NE1/4 of NW1/4 of Section 35 which is already zoned RR-3 (Rural Residential) District

SE1/4 SW1/4 and SW1/4 SE1/4 Section 35 which is already zoned RR-3 (Rural Residential) District.

SE1/4 and E1/2 SW1/4 of Section 34 which is already zoned RR-3 (Rural Residential) District.

Range 64, Township 12

That part of Sections 12 and 13 which is included in Peyton Place Subdivision (Plat Book X-2, Page 67) which is already zoned RR-3 (Rural Residential) District

That part of Section 13 which is included in Blue Springs Subdivision (Reception #98036404) which is already zoned RR-3 (Rural Residential) District

That part of Section 4 which is included in Rinehart Subdivision (Plat Book P-3, Page 91) which is already zoned A-1 (Agricultural) District.

All of Section 5 except the E1/2 of the SE1/4, the SE1/4 of the NE1/4 the NE1/4 of the NW1/4 the E1/2 of the E1/2 of the NW1/4 of the NE1/4 and the W1/2 of the W1/2 of the NW1/4 of the NE1/4, which is already zoned RR-3 (Rural Residential) District.

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All of Section 6 which is zoned RR-3 (Rural Residential) District or is proposed for RR-3 (Rural Residential) District zoning. (Refer to Exhibit B)

All of Section 7 which is zoned A-1 (Agricultural) District or RR-3 (Rural Residential) District or proposed for RR-3 (Rural Residential) District zoning. (Refer to Exhibit B)

All of Section 8 which is which is already zoned to a variety of districts.

That portion of Section 9 south and west of Eastonville Road which is already zoned A-1 (Agricultural) District or RR-2 (Rural Residential) District

The W1/2 of the W1/2 of Section 16 which is already zoned RR-2 (Rural Residential) District.

All of Section 17 which is already zoned RR-2 (Rural Residential) District.

That part of Section 31 which is included in Woodmen Hills #5 Subdivision (Reception #98121515) which is already zoned RR-1 (Rural Residential) District.

That part of Section 31 and 32 in Woodmen Hills #5 and #6 which is already zoned RR-1 (Rural Residential) District by Reception #98121515 and #99018026

That part of Section 22 which is included in Old Brown Ranch Subdivision (Plat Book Z-2, Page 48) which is already zoned RR-3 (Rural Residential) District.

That part of Section 26 which is included in Heritage Ranch Estates Subdivision (Plat Book X-2, Page 75) which is already zoned RR-3 (Rural Residential) District.

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All but the West ½ of the NW1/4 and NW1/4 of SW1/4 of Section 35 which is already zoned RR-3 (Rural Residential) District

The SW1/4 of Section 36 which is already zoned RR-3 (Rural Residential) District.

Range 64, Township 13

All of Sections 1 and 2 which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District (Santa Fe Springs).

N1/2 of N1/2 and S1/2 of NE1/4 of Section 11 which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District

All of Section 12 which is already zoned RR-3 (Rural Residential) District or PUD (Planned Unit Development) District.

All of Section 13 which is already zoned RR-2 (Rural Residential) District or RR-3 (Rural Residential) District.

That part of Section 15 described as follows which is already zoned RR-2 (Rural Residential) District:

That portion of Section 15, Township 13 South, Range 64 West of the 6th P M , County of El Paso, State of Colorado and being more particularly described as follows:

Beginning at the Northeast corner of said Section 15;

Thence S00°16'47"W, 5250 73 feet along the Easterly line of said Section 15 to the Southeast corner of said Section 15,

Thence S89°23'18"W, 1317 03 feet along the Southerly line of said Section 15 to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 15;

Thence N00°00'14"W, 1316 00 feet along the Easterly line of said Southwest Quarter of the Southeast Quarter of said Section 15,

Thence S89°21'08"W, 1309.47 feet along the Northerly line of said

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Southwest Quarter of the Southeast Quarter of said Section 15;
Thence S89°26'40"W, 2633.65 feet along the Southerly line of the
North Half of the Southwest Quarter of said Section 15 to the
Southwest corner thereof,
Thence N00°14'34"E, 3953.51 feet along the Westerly line of said
Section 15 to the Northwest corner of said Section 15;
Thence N89°36'47"E, 5268.96 feet along the Northerly line of said
Section 15 to said Northeast corner of Section 15, also being the
point of beginning, and containing 516 90 acres more or less

All of Section 19 which is already zoned RR-3 (Rural Residential) District or
proposed for RR-3 (Rural Residential) District. (Refer to Exhibit B)

That part of Sections 22 and 23 which is included in Sagecrest No. 1 Subdivision
(Plat Book T-3, Page 54) which is already zoned RR-3 (Rural Residential)
District

That part of Section 23 which is included in Murrs Subdivision (Reception
#21455400) which is already zoned RR-3 (Rural Residential) District.

That part of Section 23 which is included in Lashley Subdivision (Plat Book Z-3,
Page 141) which is already zoned RR-3 (Rural Residential) District

N1/2 of N1/2 of Section 24 which is already zoned RR-3 (Rural Residential)
District or RR-2 (Rural Residential) District

All of Section 25 which is already zoned RR-2 (Rural Residential) District

That part of Section 26 which is included in FI Subdivision (Plat Book G-5, Page
132) which is already zoned RR-3 (Rural Residential) District

That part of Section 26 which is included in Nussbaum Subdivision (Plat Book A-
4, Page 171) which is already zoned RR-3 (Rural Residential) District

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That part of Section 26 which is included in Sagecrest #3 Subdivision (Plat Book W-3, Page 25) which is already zoned RR-3 (Rural Residential) District

That part of Sections 26 and 27 which is included in Sagecrest #2 Subdivision (Plat Book U-3, Page 112) which is already zoned RR-3 (Rural Residential) District

The SW1/4 NW1/4 of Section 27 which is already zoned RR-3 (Rural Residential) District

That part of Section 28 which is included in Gotto Subdivision (Reception #97142690) which is already zoned RR-3 (Rural Residential) District

That part of Sections 28 and 29 which is included in Corral Ranches #8 Subdivision (Plat Book D-4, Page 104) which is already zoned A-1 (Agricultural) District.

All of Section 30 except NE1/4 and NW1/4 of SE1/4 and SW1/4 of SE1/4 and N1/2 of N1/2 of NE1/4 of SE1/4 and N1/2 of SW1/4 of SE1/4 and SW1/4 of SW1/4 of SE1/4 which is either zoned RR-3 (Rural Residential) District or proposed to be zoned RR-3 (Rural Residential) District. (Refer to Exhibit B)

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**EXHIBIT B (PROPERTY TO BE ZONED TO THE RR-3 (RURAL
RESIDENTIAL) DISTRICT)**

Range 63, Township 11

That part of Sections 28, 29, 32 and 33 which is included in the Peyton Ranches
Subdivision (Plat Book V-2, Page 66).

Tract in SW4NW4, Section 19-11-63 as follows. Beginning at a point 88 71 feet
North 0°01'28" West from W4 corner of Section, thence continue Northerly
on West section line 930.78 feet, S 45°01'28" East 564.30 feet, S 0°01'28"
West 536 00 feet, thence North 89°25' West 399.04 feet to Point of
Beginning, except road.

Range 63, Township 12

That part of Section 4 which is included in the Peyton Ranches Subdivision (Plat
Book V-2, Page 66)

Strip of land 200.00 feet wide part of former Chicago, Rock Island & Pacific
Railroad through N2NW4 of Section 04-12-63.

Range 64, Township 11

That part of Section 19 which is included in the Richardson Subdivision (Plat
Book V-2, Page 7)

Range 64, Township 12

All of Sections 6 and 7 including Shasta Acres #1, Shasta Acres #2, Forest
Highlands and Forest Highlands #2 Subdivisions.

Range 64, Township 13

That part of Section 19 which is included in the Falcon Ranches #1 Subdivision
(Plat Book R-2, Page 54)

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That part of Section 19 which is included in the Falcon Ranches #2 Subdivision
(Plat Book T-2, Page 13).

That part of Sections 19 and 30 which includes the Falcon Hills #1, Falcon Hills
#2, Falcon Hills #3 and Falcon Hills #4 (Plat Book P-2, Page 44, Plat Book
S-2, Page 34, Plat Book S-2, Page 35; Plat Book T-2, Page 270).

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**EXHIBIT C (PROPERTY TO BE ZONED TO THE A-1 (AGRICULTURAL)
DISTRICT)**

Range 62, Township 12

That part of Section 7 which is included in the Equestrian County Subdivision
(Plat Book R-2, Page 53)

Range 64, Township 12

That part of Section 30 which is included in the Antelope Acres Subdivision (Plat
Book T-2, Page 70).

Range 64, Township 11

That part of Section 24 described as the unplatted tract lying Easterly of Lots 335
and 336 in Reata Filing #1, Southerly of Person Drive and West of
Crocker Subdivision #3

That part of Section 25 described in the following legal description:

Tract in the Northeast Quarter, Section 25-11-64 as follows. Beginning at
a point on North Section line that is 1263.3 feet West of the Northeast
corner of said Section, run South 89°19' West on North Section line
855.00 feet, South 0°43' East 2231 0 feet, North 43°01' East 1237 0 feet,
thence North 0° 43' West 1337.0 feet M/L to Point of Beginning.

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Alternative D 2. with Overlay of Alternative E.

Permanent Exemption of Only Non-Public, Nonresidential Buildings Only in the A-35 (Agricultural) Zone District with Phase-in of Area Building Code Based on Transfer of Property Ownership and Other Criteria in Areas Previously Unzoned as of March 25, 1999

- Add definition of Agricultural Building and/or Structure
- Add definition of Public Building and/or Structure
- Add definition of Non-Public, Nonresidential Building and/or Structure
- Add definition of Construction, Substantially Initiated
- Add the following new paragraph I - in Section I with all subsequent paragraphs renumbered

"I BUILDING PERMIT APPLICATION

- 1 Pursuant to Board of County Commissioners Resolution _____, compliance with the Pikes Peak Area Building Code, as amended is required in all unincorporated areas where the County has land use jurisdiction, with only the following exceptions.
 - a Buildings and/or structures specifically exempted in the Area Building Code, as amended, or which are otherwise exempted by State statute or federal law.
 - b Agricultural buildings and/or structures.
 - c Buildings and/or structures in the A-35 (Agricultural) Zone District that are defined as non-public, nonresidential buildings and/or structures in the El Paso County Land Development Code
 - d All other buildings or structures in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, and the construction of which was substantially initiated prior to July 3, 2000

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- e. With the exception of public buildings and/or structures as defined in the El Paso County Land Development Code, and those listed in a b and c in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, compliance with the Area Building Code shall not be required until or unless any one of the following actions occur
- There is a transfer of ownership of the effected property after July 3, 2000.
 - There is a rezoning, variance or Use Subject to Special Review approval of the effected property after July 3, 2000
 - The construction activity is substantially initiated after July 1, 2005

Interpretations as to subparagraph 1.a above shall be the responsibility of the Regional Building Department as are all interpretations related to the content and administration of the Area Building Code Interpretations as to whether buildings and/or structures qualify as exempt under subparagraphs 1 b and 1 c. above shall be the responsibility of the Planning Director, in coordination with the Regional Building Department Interpretations as to whether buildings and/or structures qualify as exempt under subparagraph 1 d above shall be made by the Regional Building Official, in coordination with the Planning Department In applicable cases, the burden of responsibility for demonstrating that construction was substantially initiated pursuant to subparagraph 1 d rests with the property owner Conversion of an agricultural building and/or structure to non-agricultural use may require subsequent compliance with the Area Building Code. The provisions of this Paragraph I do not preclude any property owner from complying with the Area Building Code on a voluntary basis and from obtaining permits as applicable.

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CHANGES APPROVED BY THE
BOARD OF COUNTY COMMISSIONERS
JUNE 29, 2000

Chapter III, Definitions, El Paso County Land Development Code

- Add definition of Agricultural Building and/or Structure

As defined only for the purpose of determining potential exemptions from the Area Building Code, any building and/or structure used for the sole purpose of providing shelter for agricultural implements, farm products, livestock (including horses) or poultry as intended in CRS 30-28-201

- Add definition of Public Building and/or Structure

As defined only for the purpose of determining potential exemptions from the Area Building Code, any building and/or structure designed or intended to be normally or customarily open to public use or occupancy by multiple families. Included in this definition are all buildings and/or structures used for retail or wholesale trade where outside customers can be expected enter the premises on more than an occasional basis, all other buildings and/or structures used for non-agricultural businesses that do not qualify as home occupations or rural home occupations, all buildings and/or structures (including but not limited to educational institutions, religious institutions and community buildings) normally open to public assembly, all buildings and/or structures used as childcare facilities, adult care homes or group homes, and all residential buildings or structures designed for occupancy by multiple households, with the exception of secondary dwelling units or farm or ranch hand, and caretaker's quarters.

- Add definition of Non-Public, Nonresidential Building and/or Structure

As defined only for the purpose of determining potential exemptions from the Area Building Code, any building and/or structure not meeting the definition of Public Building and/or Structure and not normally or customarily designed and intended for human habitation

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- Add definition of Construction, Substantially Initiated

As defined only for the purpose of determining the application of the Area Building Code for those areas that were first zoned on Mach 25, 1999, Construction Substantially Initiated, shall mean, at a minimum, completion of a poured concrete foundation or slab, if applicable, or completion of exterior framing if said foundation or slab is not involved, unless otherwise exempted. Unless otherwise exempted, further construction horizontally beyond the footprint of the in-place foundation or slab or framing shall not be allowed without compliance with the Area Building Code. Additionally, unless otherwise exempted, no further construction vertically shall take place once a building or structure has been completed without compliance with the Area Building Code. A building and/or structure shall be defined as "completed" when all construction activities normally required precedent to a final inspection, have been completed.

Mobile homes and manufactured homes which are placed upon a concrete foundation or slab shall be treated the same as in paragraph 1 of this Definition. Mobile homes or manufactured homes which are not being placed on a concrete foundation or slab shall comply with the Area Building Code, unless otherwise exempted.

In all cases the burden rests with the property owner to demonstrate that a building or structure does not need to comply with the Area Building Code

- Add the following new paragraph I. - in Chapter IV, Section 1 of the El Paso County Land Development Code with all subsequent paragraphs renumbered.

" I. BUILDING PERMIT APPLICATION

1. Pursuant to Board of County Commissioners Resolution _____, compliance with the Pikes Peak Area Building Code, as amended is required in all unincorporated areas where the County has land use jurisdiction, with only the following exceptions.

- a Buildings and/or structures specifically exempted in the Area Building Code, as amended, or which are otherwise exempted by State statute or federal law

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- b. Agricultural buildings and/or structures
- c. Buildings and/or structures in the A-35 (Agricultural) Zone District that are defined as non-public, non-residential buildings and/or structures in the El Paso County Land Development Code.
- d. Any other buildings or structures in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, and the construction of which was substantially initiated prior to July 3, 2000.
- e. With the exception of public buildings and/or structures as defined in the El Paso County Land Development Code, in those previously unzoned areas that were zoned by legislative Board action on March 25, 1999, compliance with the Area Building Code shall not be required until or unless any of the following actions occur:
 - There is a transfer of ownership of the effected property after July 3, 2000
 - There is a rezoning, variance or Use Subject to Special Review approval of the effected property after July 3, 2000, and the Board of County Commissioners chooses to require compliance
 - The construction activity is substantially initiated after July 1, 2005

Interpretations as to subparagraph 1.a above shall be the responsibility of the Regional Building Department as are all interpretations related to the content and administration of the Area Building Code. Interpretations as to whether buildings and/or structures qualify as exempt under subparagraphs 1 b and 1.c above shall be the responsibility of the Planning Director, in coordination with the Regional Building Department. Interpretations as to whether buildings and/or structures qualify as exempt under subparagraph 1.d above shall be made by the Regional Building Official, in coordination with the Planning Department. In applicable cases, the burden of responsibility for demonstrating that construction was substantially initiated pursuant to subparagraph 1.d. rests with the property owner. Conversion of an

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agricultural building and/or structure to non-agricultural use may require subsequent compliance with the Area Building Code. The provisions of this Paragraph I do not preclude any property owner from complying with the Area Building Code on a voluntary basis and from obtaining permits as applicable.

Replace the Purpose statement of Chapter IV, Section 6, A-1 (Agricultural) District, of the Land Development Code as follows.

~~A~~ ~~PURPOSE~~

~~— This district is established for the purpose of conserving agricultural resources and ranching and providing for limited residential use.~~

A PURPOSE

This District is established to provide for areas of low-density rural single-family residential development which may include agriculture and ranching and to accommodate uses which are not urban in nature that are generally located in proximity to urban areas.



DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO

CIVIL ACTION NO. 00 CV 1879 DIVISION NO. 14

IN THE MATTER OF THE ORGANIZATION OF:
MERIDIAN SERVICE METROPOLITAN DISTRICT

CONSOLIDATED WITH:

DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO

CIVIL ACTION NO 00 CV 1880 DIVISION NO. 5

IN THE MATTER OF THE ORGANIZATION OF:
MERIDIAN RANCH METROPOLITAN DISTRICT

FINDINGS AND DECREE

THIS MATTER coming on this 8 day of November, 2000 upon the Certificate of Election Results heretofore filed herein, and the Court having considered said Certificate of Election Results, FINDS:

THAT a petition for the organization of the proposed Meridian Ranch Metropolitan District and the proposed Meridian Service Metropolitan District were heretofore filed and presented to the Court in conformity with the statutes;

THAT the allegations of the said petitions are true;

THAT said petitions were signed by or consented to by not less than thirty percent (30%) of the qualified electors of the proposed Districts, and were consented to by the owners of one hundred percent (100%) of the total area to be included within the Special Districts,

THAT notice of hearing on said petitions was given for the time and in the manner prescribed by law,

THAT notice thereof was duly mailed to the Board of County Commissioners of the County of El Paso and to other potentially interested Districts or Municipalities as set forth in the Proof of Mailing Notice,

THAT the Clerk of the Court caused publication and mailing as required by law;

THAT a check in the amount of One Hundred Dollars (\$100.00) for each District had previously been accepted by the Court in lieu of bond for the purpose of paying all expenses connected with the proceedings in case the organization of said Districts would be not effected;

THAT Service Plans were approved by the Board of County Commissioners and a Resolution to that effect has been filed with the Court;

THAT the question of the organization of said proposed Metropolitan Districts together with the election of the initial directors and the approval of thirty one other ballot issues was by order of this Court duly entered and submitted to the taxpaying electors of said proposed Districts,

THAT said organizational election for the proposed Districts was held pursuant to Mail Ballot Election Plans approved by the Colorado Secretary of State and was done in conformity with the El Paso County Clerk and Recorder's Division of Elections Office all of which matters have been filed with this Court,

THAT said election was held and conducted as an organizational election pursuant to and in the manner as provided by the Mail Ballot Plans and the election laws of the State of Colorado;

THAT Douglas E. Woods was appointed as the Designated Election Official and in turn appointed Peter M. Susemihl and C. David McDermott as Judges of said election;

THAT notice of said election was given and published as required by the laws of the State of Colorado and that notices were given in conformity with the Letter of Agreement between the proposed Meridian Ranch Metropolitan District and Meridian Service Metropolitan District and the El Paso County Clerk and Recorder;

THAT the Judges of said election have duly submitted to this Court and filed therein the Returns of said election,

THAT at said election a total of six (6) ballots were cast with all six (6) ballots in favor of the organization of said proposed Meridian Ranch Metropolitan District and Meridian Service Metropolitan District and that there were no spoiled or defective ballots and that there was one (1) unused ballot;

THAT at said election the number of votes cast for Directors of said District for a term to serve until the first regular election to be held in 2002 were as follows: Laura J. Lambert-six (6) votes and Jerry L. Davis- six (6) votes with no negative votes and no write-in candidates,

THAT at said election the number of votes cast for Directors to serve until the second regular election to be held in 2004 were as follows: Douglas E Woods-six (6) votes, Timothy

W. Seibert-six (6) votes, and Tracey L. Pelfrey-six (6) votes with no negative votes and no write-in candidates;

THAT certain other ballot questions, being numbered ballot issues 3-18 and 21-35 as set forth in the official ballot on file with the Court, were also approved unanimously each with six (6) affirmative votes.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the said Meridian Ranch Metropolitan District and Meridian Service Metropolitan District be, and the same are, hereby ordered and declared duly organized under the laws of the State of Colorado.
2. That the corporate names of said Districts are and shall hereafter be known as Meridian Ranch Metropolitan District and Meridian Service Metropolitan District.
3. That the said Districts shall have and exercise through their proper officers all of the power and authority confirmed upon them by statute and all amendments thereto.
4. That the following are, pursuant to vote of said election and by order of this Court, duly designated as the first Board of Directors of said Meridian Ranch Metropolitan District and Meridian Service Metropolitan District for the terms set forth, to wit: Laura J. Lambert and Jerry L. Davis to serve until the next regular election to be held in 2002; and Douglas E. Woods, Timothy W. Seibert, and Tracey L. Pelfrey to serve until the second regular election to be held in 2004, and that Certificates of Election shall be issued and signed by this Court to be delivered to the initial Board of Directors.
5. That said Districts be and the same hereby are declared, created and established as governmental subdivisions of the State of Colorado and as body corporates with all of the powers of a public or quasi-municipal corporation, that the said Board of Directors herein named shall have, and they are hereby vested with, all of the powers, duties and obligations as Directors of the said Districts as conferred and provided by the Statutes of the State of Colorado and all amendments thereto as made by law hereinafter be provided.
6. That the boundaries of said Districts and the territories to be included therein are as described on the attached legal descriptions
7. That the Certificate of said Judges of Election heretofore filed herein being the same hereby is in all respects approved and confirmed
8. That copies of the Findings and Decree of the Court incorporating this Districts shall be filed in the manner as provided by the Statutes of the State of Colorado.
9. That the sum of One Hundred Dollars (\$100.00) each (total of \$200.00) has previously been accepted by the Court in lieu of a bonds for the purpose of paying all expenses connected with the proceedings in case the organization of said Districts would not be effected;

and insofar as the formation of this Districts has been effected, the Clerk of the Court is authorized to return the sum of two hundred (\$200.00) to the Meridian Ranch Metropolitan District and Meridian Service Metropolitan District c/o Susemihl, McDermott, Miller & Cowan, P.C.

Done in open Court the day and year first above written.

BY THE COURT:

LARRY E. SCHWARTZ

Larry E. Schwartz, District Court Judge

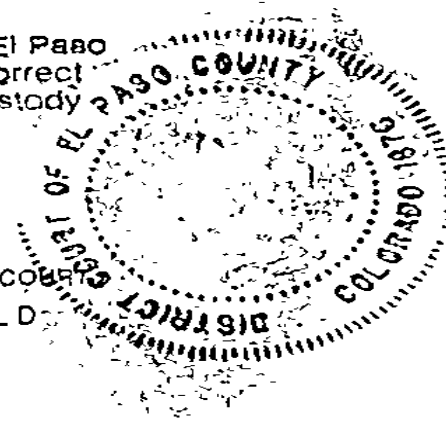
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State of Colorado, County of El Paso
Certified to be a true, and correct
copy of the original in my custody

NOV - 8 2000

LEE V. COLE, JR.
CLERK OF THE DISTRICT/COUNTY COURTS
By: *Lee V. Cole, Jr.* D



LEGAL DESCRIPTION

PARCEL A:

THE NORTH ONE HALF AND THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 19, AND THE NORTHWEST ONE QUARTER OF SECTION 20, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO

PARCEL B:

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20; THENCE S89°55'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 20 WHICH WAS ASSUMED TO BE S89°55'06"E) ON THE NORTH LINE OF SAID SECTION 20, 2633.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20, THENCE S89°55'05"E ON THE NORTH LINE OF SAID SECTION 21, 2440.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD, THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TEN (10) COURSES: (1) THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S02°53'16"W, HAVING A CENTRAL ANGLE OF 13°53'59", A RADIUS OF 670.00 FEET AND AN ARC LENGTH OF 162.54 FEET, (2) THENCE S09°50'16"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 274.72 FEET, (3) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°29'34", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 226.98 FEET, (4) THENCE S19°19'49"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1863.28 FEET, (5) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'53", A RADIUS OF 1270.00 FEET AND AN ARC LENGTH OF 266.32 FEET, (6) THENCE S31°20'42"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1517.84 FEET, (7) THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°01'00", A RADIUS OF 1830.00 FEET AND AN ARC LENGTH OF 1246.17 FEET, (8) THENCE S07°40'18"E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 777.43 FEET, (9) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°15'04", A RADIUS OF 1570.00 FEET AND AN ARC LENGTH OF 1239.96 FEET, (10) THENCE S37°34'46"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 118.20 FEET, THENCE N89°55'06"W, 5302.25 FEET, THENCE N00°28'18"W, 3217.14 FEET, THENCE N89°47'24"W, 174.33 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20, THENCE N00°37'07"W ON SAID WEST LINE 1321.69 FEET TO THE WEST ONE QUARTER CORNER OF SAID SECTION 20, THENCE S89°54'53"E ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20, 2635.90 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE QUARTER; THENCE N00°39'42"W ON THE EAST LINE OF SAID NORTHWEST ONE QUARTER, 2638.64 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C:

THAT PORTION OF SECTIONS 19, 20, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°52'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 30 WHICH WAS ASSUMED TO BE N00°28'16"W) ON THE SOUTH LINE OF SAID SECTION 30, 30.00 FEET TO THE POINT OF BEGINNING, THEN N00°28'16"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30, 5292.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19, THENCE N00°28'07"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 1323.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGE 181 OF THE RECORDS OF SAID EL PASO COUNTY, THENCE S89°55'28"E ON SAID SOUTH LINE, 5075.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS, THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE S00°37'07"E, 2.46 FEET; (2) THENCE S89°47'24"E, 174.33 FEET; (3) THENCE S00°28'18"E, 3217.14 FEET, (4) THENCE S89°55'06"E, 5302.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE S37°34'46"W, 390.19 FEET; (2) THENCE S38°15'20"W, 3902.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29, THENCE N89°55'00"W ON SAID SOUTH LINE, 2777.27 FEET TO THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, THENCE S89°52'06"W ON THE SOUTH LINE OF SAID SECTION 30, 5093.12 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO

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DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 19, SAID POINT BEING 105.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 19; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 466.69 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 466.69 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 466.69 FEET; THENCE NORTHERLY (105.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19), A DISTANCE OF 466.69 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 5.0 ACRES, MORE OR LESS.

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DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO

CIVIL ACTION NO. 00 CV 1879 DIVISION NO. 14

IN THE MATTER OF THE ORGANIZATION OF:
MERIDIAN SERVICE METROPOLITAN DISTRICT

CONSOLIDATED WITH:

DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO

CIVIL ACTION NO. 00 CV 1880 DIVISION NO. 5

IN THE MATTER OF THE ORGANIZATION OF:
MERIDIAN RANCH METROPOLITAN DISTRICT

FINDINGS AND DECREE

THIS MATTER coming on this 8 day of November, 2000 upon the Certificate of Election Results heretofore filed herein, and the Court having considered said Certificate of Election Results, FINDS:

THAT a petition for the organization of the proposed Meridian Ranch Metropolitan District and the proposed Meridian Service Metropolitan District were heretofore filed and presented to the Court in conformity with the statutes;

THAT the allegations of the said petitions are true;

-THAT said petitions were signed by or consented to by not less than thirty percent (30%) of the qualified electors of the proposed Districts, and were consented to by the owners of one hundred percent (100%) of the total area to be included within the Special Districts;

THAT notice of hearing on said petitions was given for the time and in the manner prescribed by law;

THAT notice thereof was duly mailed to the Board of County Commissioners of the County of El Paso and to other potentially interested Districts or Municipalities as set forth in the Proof of Mailing Notice;

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THAT the Clerk of the Court caused publication and mailing as required by law;

THAT a check in the amount of One Hundred Dollars (\$100.00) for each District had previously been accepted by the Court in lieu of bond for the purpose of paying all expenses connected with the proceedings in case the organization of said Districts would be not effected;

THAT Service Plans were approved by the Board of County Commissioners and a Resolution to that effect has been filed with the Court;

THAT the question of the organization of said proposed Metropolitan Districts together with the election of the initial directors and the approval of thirty one other ballot issues was by order of this Court duly entered and submitted to the taxpaying electors of said proposed Districts;

THAT said organizational election for the proposed Districts was held pursuant to Mail Ballot Election Plans approved by the Colorado Secretary of State and was done in conformity with the El Paso County Clerk and Recorder's Division of Elections Office all of which matters have been filed with this Court;

THAT said election was held and conducted as an organizational election pursuant to and in the manner as provided by the Mail Ballot Plans and the election laws of the State of Colorado;

THAT Douglas E. Woods was appointed as the Designated Election Official and in turn appointed Peter M. Susemihl and C. David McDermott as Judges of said election;

THAT notice of said election was given and published as required by the laws of the State of Colorado and that notices were given in conformity with the Letter of Agreement between the proposed Meridian Ranch Metropolitan District and Meridian Service Metropolitan District and the El Paso County Clerk and Recorder;

THAT the Judges of said election have duly submitted to this Court and filed therein the Returns of said election;

THAT at said election a total of six (6) ballots were cast with all six (6) ballots in favor of the organization of said proposed Meridian Ranch Metropolitan District and Meridian Service Metropolitan District and that there were no spoiled or defective ballots and that there was one (1) unused ballot;

THAT at said election the number of votes cast for Directors of said District for a term to serve until the first regular election to be held in 2002 were as follows: Laura J. Lambert-six (6) votes and Jerry L. Davis- six (6) votes with no negative votes and no write-in candidates;

THAT at said election the number of votes cast for Directors to serve until the second regular election to be held in 2004 were as follows: Douglas E. Woods-six (6) votes; Timothy

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W. Seibert-six (6) votes; and Tracey L. Pelfrey-six (6) votes with no negative votes and no write-in candidates;

THAT certain other ballot questions, being numbered ballot issues 3-18 and 21-35 as set forth in the official ballot on file with the Court, were also approved unanimously each with six (6) affirmative votes.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the said Meridian Ranch Metropolitan District and Meridian Service Metropolitan District be, and the same are, hereby ordered and declared duly organized under the laws of the State of Colorado.

2. That the corporate names of said Districts are and shall hereafter be known as Meridian Ranch Metropolitan District and Meridian Service Metropolitan District.

3. That the said Districts shall have and exercise through their proper officers all of the power and authority confirmed upon them by statute and all amendments thereto.

4. That the following are, pursuant to vote of said election and by order of this Court, duly designated as the first Board of Directors of said Meridian Ranch Metropolitan District and Meridian Service Metropolitan District for the terms set forth, to wit: Laura J. Lambert and Jerry L. Davis to serve until the next regular election to be held in 2002; and Douglas E. Woods, Timothy W. Seibert, and Tracey L. Pelfrey to serve until the second regular election to be held in 2004, and that Certificates of Election shall be issued and signed by this Court to be delivered to the initial Board of Directors.

5. That said Districts be and the same hereby are declared, created and established as governmental subdivisions of the State of Colorado and as body corporates with all of the powers of a public or quasi-municipal corporation; that the said Board of Directors herein named shall have, and they are hereby vested with, all of the powers, duties and obligations as Directors of the said Districts as conferred and provided by the Statutes of the State of Colorado and all amendments thereto as made by law hereinafter be provided.

6. That the boundaries of said Districts and the territories to be included therein are as described on the attached legal descriptions.

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

8. That copies of the Findings and Decree of the Court incorporating this Districts shall be filed in the manner as provided by the Statutes of the State of Colorado.

9. That the sum of One Hundred Dollars (\$100.00) each (total of \$200.00) has previously been accepted by the Court in lieu of a bonds for the purpose of paying all expenses connected with the proceedings in case the organization of said Districts would not be effected;

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and insofar as the formation of this Districts has been effected, the Clerk of the Court is authorized to return the sum of two hundred (\$200.00) to the Meridian Ranch Metropolitan District and Meridian Service Metropolitan District c/o Susemihl, McDermott, Miller & Cowan, P.C.

Done in open Court the day and year first above written.

BY THE COURT:

LARRY E. SCHWARTZ

Larry E. Schwartz, District Court Judge

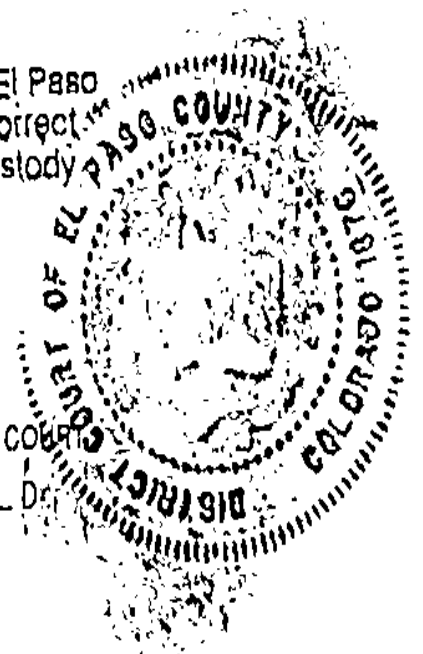
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State of Colorado, County of El Paso
Certified to be a true, and correct
copy of the original in my custody

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LEE V. COLE, JR.
CLERK OF THE DISTRICT/COUNTY COURT

By Cause



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LEGAL DESCRIPTION: MERIDIDIAN RANCH METROPOLITAN DISTRICT

PARCEL A:

THE NORTH ONE HALF AND THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 19, AND THE NORTHWEST ONE QUARTER OF SECTION 20, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20; THENCE S89°55'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 20 WHICH WAS ASSUMED TO BE S89°55'06"E) ON THE NORTH LINE OF SAID SECTION 20, 2633.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89°55'05"E ON THE NORTH LINE OF SAID SECTION 21, 2440.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TEN (10) COURSES: (1) THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S02°53'16"W, HAVING A CENTRAL ANGLE OF 13°53'59", A RADIUS OF 670.00 FEET AND AN ARC LENGTH OF 162.54 FEET; (2) THENCE S09°50'16"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 274.72 FEET; (3) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°29'34", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 226.98 FEET; (4) THENCE S19°19'49"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1863.28 FEET; (5) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'53", A RADIUS OF 1270.00 FEET AND AN ARC LENGTH OF 266.32 FEET; (6) THENCE S31°20'42"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1517.64 FEET; (7) THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°01'00", A RADIUS OF 1830.00 FEET AND AN ARC LENGTH OF 1246.17 FEET; (8) THENCE S07°40'18"E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 777.43 FEET; (9) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°15'04", A RADIUS OF 1570.00 FEET AND AN ARC LENGTH OF 1239.96 FEET; (10) THENCE S37°34'46"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 118.20 FEET; THENCE N89°55'06"W, 5302.25 FEET, THENCE N00°28'18"W, 3217.14 FEET; THENCE N89°47'24"W, 174.33 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE N00°37'07"W ON SAID WEST LINE 1321.69 FEET TO THE WEST ONE QUARTER CORNER OF SAID SECTION 20; THENCE S89°54'53"E ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20, 2635.90 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE QUARTER; THENCE N00°39'42"W ON THE EAST LINE OF SAID NORTHWEST ONE QUARTER, 2638.64 FEET TO THE POINT OF BEGINNING, COUNTY, OF EL PASO, STATE OF COLORADO.

PARCEL C:

THAT PORTION OF SECTIONS 19, 20, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°52'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 30 WHICH WAS ASSUMED TO BE N00°28'16"W) ON THE SOUTH LINE OF SAID SECTION 30, 30.00 FEET TO THE POINT OF BEGINNING; THEN N00°28'16"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30, 5292.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19; THENCE N00°28'07"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 1323.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGE 181 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S89°55'28"E ON SAID SOUTH LINE, 5075.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS; THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE S00°37'07"E, 2.46 FEET; (2) THENCE S89°47'24"E, 174.33 FEET; (3) THENCE S00°28'18"E, 3217.14 FEET; (4) THENCE S89°55'06"E, 5302.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE S37°34'46"W, 390.19 FEET; (2) THENCE S38°15'20"W, 3902.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE N89°55'00"W ON SAID SOUTH LINE, 2777.27 FEET TO THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32; THENCE S89°52'06"W ON THE SOUTH LINE OF SAID SECTION 30, 5093.12 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

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DESCRIPTION: MERIDIAN SERVICE METROPOLITAN DISTRICT

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 19, SAID POINT BEING 105.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 19; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 466.69 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 466.69 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 466.69 FEET; THENCE NORTHERLY (105.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19), A DISTANCE OF 466.69 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 5.0 ACRES, MORE OR LESS.

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RESOLUTION NO. 00-79

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Brown moved adoption of the following Resolution:

WHEREAS, Latigo Investments, L.P., did file an application with the El Paso County Planning Department for approval of the Meridian Ranch Sketch Plan for the herein described property in the unincorporated area of El Paso County; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on December 21, 1999, upon which date the Planning Commission did by formal resolution recommend approval of the subject Sketch Plan with conditions and notations; and

WHEREAS, a public hearing was held by this Board on March 9, 2000; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the County, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. All data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.
4. For the above-stated and other reasons, the proposed sketch plan is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.

5. The proposed water supply is insufficient in terms of quality, quantity and dependability.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the Meridian Ranch Sketch Plan as submitted by Latigo Investments, L.P., for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions and notations shall be placed upon this approval:

CONDITIONS:

1. Based on the submittal Sketch Plan the following overall density caps shall be applied to this project:

a. A total of three thousand two hundred sixty-six dwelling units.

Prior to approval of any Preliminary Plans that will exceed the above caps the Sketch Plan shall be reconsidered by the Planning Commission and the Board of County Commissioners.

2. The modified Sketch Plan graphic and Letter of Intent shall both be considered binding elements of the approved Sketch Plan.
3. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Department of Wildlife, Colorado Department of Transportation, U.S. Army Corp of Engineers and the U.S. Fish and Wildlife Service and/or Colorado Department of Wildlife regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.
4. A PUD (Planned Unit Development) District zoning shall be required to allow issues including but not limited to phasing, overall density caps and off-site improvements to be fully addressed. An overall PUD (Planned Unit Development) District zone is required for the entire 2650 acres and as each Preliminary Plan is submitted a specific PUD (Planned Unit Development) District addressing that particular phase shall be submitted.

5. Approval of a Master Development Drainage Plan (MDDP) is required prior to approval of any preliminary drainage report. No Final Plats shall be approved for areas where drainage basin planning studies have not been completed and areas where drainage basin planning studies have not been completed and approved. Based upon agreement by the applicant at the Board of County Commissioners' hearing, drainage plans shall release and/or retain stormwater at less than historical rates.
6. Final Plats shall not be approved for any areas until a Special District that is capable of providing water and sewer services is established. No more than 600 dwelling units or single family equivalents shall be approved until the expansion of the Paintbrush Hills Wastewater Treatment Plant has occurred and/or proof is provided to the Planning Department that additional taps are available.
7. Individual well and septic systems will only be allowed on lots of 2.5 acres or larger with required approvals from all applicable entities including, but not limited to, both State and county agencies.
8. Final Plats shall not be recorded until applicable road improvements are secured by Letter of Credit or guaranteed funds as identified by a county-approved sub-regional traffic study.
9. Prior to or in conjunction with the submittal of the overall PUD (Planned Unit Development) district plan a sub-regional traffic study shall be submitted, which identifies the off-site transportation improvements this development is responsible for and the triggers for construction of the identified improvements. The study shall also address issues identified by El Paso County Department of Transportation.
10. Other than the overall PUD (Planned Unit Development) District zoning of the property, any subsequent Preliminary Plan and PUD (Planned Unit Development) rezoning shall be submitted and processed concurrently.
11. In conjunction with the submittal of each Preliminary/PUD (Planned Unit Development) District plan the applicant shall identify a process acceptable by the Fire District that addresses adequate availability of fire protection services and include an appropriate method to implement the service.

12. Any major modifications to the phasing plan shall require the Sketch Plan to be reconsidered by the Planning Commission and the Board of County Commissioners. A Phasing Plan shall be finalized with the initial PUD (Planned Unit Development) request on the entire site.
13. The recommendation of both El Paso County Department of Transportation and the Major Thoroughfare Task Force, regarding roads, shall be adhered to and included in the sub-regional traffic study.
14. Prior to the approval of the overall PUD (Planned Unit Development) plan the applicant shall meet with the Sheriff's Department to ensure there is adequate availability of services and to determine if land is needed for a sub-station. Results of that meeting shall be provided to the Planning Department by the applicant.
15. Each individual PUD/Preliminary Plan that is submitted for Phases III and IV shall provide a buffer from the north and east boundaries of the 2650 acres. The buffer shall be equivalent to the length of a 2.5-acre lot, or 440 feet. This can be accomplished by clustering where appropriate.
16. A physical interconnection of the Meridian Ranch water system with Woodmen Hills and Paint Brush Hills shall be provided in the service plan and water system construction plans for emergency purposes only.

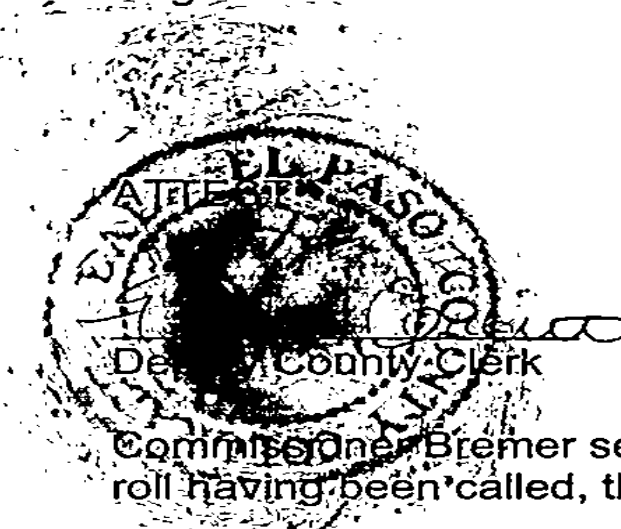
NOTATIONS:

1. Action taken by the Planning Commission and Board of County Commissioners on a Sketch Plan shall be considered a preliminary decision to the zoning and platting of the property and shall not be considered a final decision for purposes of judicial review.
2. Reports addressing the water quality and quantity impacts on surrounding rural residential areas are required with the Rezoning/Preliminary Plan phase of development.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 23rd day of January 2001, nunc pro tunc, March 9, 2000, at Colorado Springs, Colorado.

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Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By

Chairman

Commissioner Bremer seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Jones	aye
Commissioner Howells	nay
Commissioner Bremer	aye
Commissioner Beedy	nay
Commissioner Brown	aye

The Resolution was adopted by a vote of 3-2 by the Board of County Commissioners of the County of El Paso, State of Colorado.

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Resolution No. 00-79
EXHIBIT A

PARCEL A:

The North one-half and the North one-half of the South one-half of Section 19, and the Northwest one-quarter of Section 20, all in Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado.

PARCEL B:

That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the Northeast corner of the Northwest one quarter of said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees 01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 18 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning,

Resolution No. 00-79
EXHIBIT A
page 2

PARCEL C:

That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning,

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RESOLUTION NO. 00-482

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Beedy moved adoption of the following Resolution:

WHEREAS, Meridian Ranch Investments, Inc., did file a petition with the Planning Department of El Paso County to Rezone the herein described property in El Paso County from the A-35 (Agricultural) Zone District to the PUD (Planned Unit Development) Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on August 22, 2000, upon which date the Planning Commission did by formal resolution recommend denial of the subject zone change petition; and

WHEREAS, a public hearing was held by this Board on November 16, 2000; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed land use will be compatible with existing and permitted land uses in the surrounding area and will be in harmony and responsive with the character of the surrounding area.
4. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.
5. A need for development has been demonstrated.

6. The existing and proposed public services and facilities are adequate for the proposed development, and the proposed public services and facilities will be timely provided.
7. The existing and proposed internal/external transportation network is suitable and adequate to carry the anticipated traffic generated by the proposed development, and the proposed transportation network improvements will be timely provided.
8. The proposed development will not have a negative effect upon the existing and future development of the surrounding area.
9. The proposed PUD (Planned Unit Development) District zoning will achieve and advance the stated purposes set forth in Section 16 of the El Paso County Land Development Code.
10. For the above-stated and other reasons, the proposed zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Meridian Ranch Investments, Inc., for a Zone change from the A-35 (Agricultural) Zone District to the PUD (Planned Unit Development) Zone District for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions shall be placed upon this approval:

CONDITIONS:

1. Development of the property shall be in accordance with this overall PUD Development Plan. All subsequent specific Development Plans submitted and processed shall be consistent with the overall PUD Development Plan. Minor modifications may be made subject to the limitations contained in Section 16, paragraph Q. of the El Paso County Land Development Code.
2. The Development Plan shall be recorded prior to Board of County Commissioners' approval of any Final Plat.



3. Prior to recording, the Development Plan shall be revised to reflect the requirements of Section 16 and 37.5 of the El Paso County Land Development Code, and reflect the anticipated golf course.
4. An overall density cap of three thousand two hundred sixty-six (3,266) residential units shall be applied to this project. Maximum commercial acres are limited to forty (40) acres for general commercial, fifteen (15) acres for neighborhood commercial, and sixty-six (66) acres for business park.
5. Prior to approval of any Preliminary Plans that will exceed the above caps the Sketch Plan shall be reconsidered by the Planning Commission and the Board of County Commissioners.
6. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Department of Wildlife, Colorado Department of Transportation, U.S. Army Corp of Engineers and the U.S. Fish and Wildlife Service and/or Colorado Department of Wildlife regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.
7. As each Preliminary Plan is submitted a specific PUD (Planned Unit Development) District addressing that particular phase shall be submitted and processed concurrently.
8. Approval of a Master Development Drainage Plan (MDDP) is required prior to approval of any preliminary drainage report. No Final Plats shall be approved for areas where drainage basin planning studies have not been completed and approved. Drainage plans shall release and/or retain stormwater at approximately eighty percent (80%) of historic rates.

9. Final Plats shall not be approved for any areas until the property is included in a special district that is capable of providing water and sewer services.
10. Final Plats shall not be recorded until applicable road improvements are secured by Letter of Credit or guaranteed funds as identified by a County-approved sub-regional traffic study.
11. In conjunction with the submittal of the first Preliminary/ PUD (Planned Unit Development) District plan the applicant shall identify a process acceptable by the fire district that addresses adequate availability of fire protection services for the entire development and include an appropriate method to implement the services. Additionally, with the submittal of the first Preliminary/ PUD (Planned Unit Development) District plan, the provision of adequate police protection, acceptable to the El Paso County Sheriff, shall also be addressed for the entire development.
12. The recommendations of both El Paso County Department of Transportation and the Major Thoroughfare Task Force, regarding roads, shall be adhered to and included in the sub-regional traffic study.
13. A physical interconnection of the Bennett Ranch/ Woodmen Hills water system with Meridian Ranch and Paint Brush Hills shall be provided for emergency purposes only.
14. Each individual PUD/ Preliminary Plan that is submitted for Phases III and IV shall provide a buffer from the north and east boundaries of the 2,650 acres. The buffer shall be equivalent to the length of a 2½-acre lot, or 440 feet. This can be accomplished by clustering where appropriate.
15. Individual well and septic system will only be allowed on lots of 2½ acres or larger with required approvals from all applicable entities including, but not limited to, both State and County agencies.

16. Prior to or in conjunction with recording the PUD Development Plan, the applicant and the County shall enter into a Development Agreement stipulating that the applicant agrees to financially participate in off-site arterial road improvements in a manner consistent and proportionate with the methodology contained in the October 2000 *Small Area Traffic Report for the Falcon Area*, as it may be modified from time to time. Said Agreement shall further address legal and other contingencies that may develop in conjunction with further implementing the methodology contained in the report. No Preliminary Plans shall be approved until such time as the methodology is fully implemented in a manner consistent with State law.
17. Approval is contingent upon the development participating in a fair and equitable manner in the widening of Woodmen Road from Powers Boulevard to U.S. Highway 24.

AND BE IT FURTHER RESOLVED the record of the El Paso County Planning Commission be adopted.

DONE THIS 7th day of March, 2001, nunc pro tunc November 16, 2000, at Colorado Springs, Colorado.

 ATTEST

Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By 
Chairman

Commissioner Bremer seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 00-482
EXHIBIT A

PARCEL A:

THE NORTH ONE HALF AND THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 19, AND THE NORTHWEST ONE QUARTER OF SECTION 20, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20; THENCE S89°55'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 20 WHICH WAS ASSUMED TO BE S89°55'06"E) ON THE NORTH LINE OF SAID SECTION 20, 2633.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89°55'05"E ON THE NORTH LINE OF SAID SECTION 21, 2440.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TEN (10) COURSES: (1) THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S02°53'16"W, HAVING A CENTRAL ANGLE OF 13°53'59", A RADIUS OF 670.00 FEET AND AN ARC LENGTH OF 162.54 FEET; (2) THENCE S09°50'16"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 274.72 FEET; (3) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°29'34", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 226.98 FEET; (4) THENCE S19°19'49"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1863.28 FEET; (5) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'53", A RADIUS OF 1270.00 FEET AND AN ARC LENGTH OF 266.32 FEET; (6) THENCE S31°20'42"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1517.64 FEET; (7) THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°01'00", A RADIUS OF 1830.00 FEET AND AN ARC LENGTH OF 1246.17 FEET; (8) THENCE S07°40'18"E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 777.43 FEET; (9) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°15'04", A RADIUS OF 1570.00 FEET AND AN ARC LENGTH OF 1239.96 FEET; (10) THENCE S37°34'46"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 118.20 FEET; THENCE N89°55'06"W, 5302.25 FEET; THENCE N00°28'18"W, 3217.14 FEET; THENCE N89°47'24"W, 174.33 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE N00°37'07"W ON SAID WEST LINE 1321.69 FEET TO THE WEST ONE QUARTER CORNER OF SAID SECTION 20; THENCE S89°54'53"E ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20, 2635.90 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE QUARTER; THENCE N00°39'42"W ON THE EAST LINE OF SAID NORTHWEST ONE QUARTER, 2638.64 FEET TO THE POINT OF BEGINNING, COUNTY, OF EL PASO, STATE OF COLORADO.

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EXHIBIT A
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PARCEL C:

THAT PORTION OF SECTIONS 19, 20, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°52'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 30 WHICH WAS ASSUMED TO BE N00°28'16"W) ON THE SOUTH LINE OF SAID SECTION 30, 30.00 FEET TO THE POINT OF BEGINNING; THEN N00°28'16"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30, 5292.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19; THENCE N00°28'07"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 1323.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGE 181 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S89°55'28"E ON SAID SOUTH LINE, 5075.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS; THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE S00°37'07"E, 2.46 FEET; (2) THENCE S89°47'24"E, 174.33 FEET; (3) THENCE S00°28'18"E, 3217.14 FEET; (4) THENCE S89°55'06"E, 5302.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE S37°34'46"W, 390.19 FEET; (2) THENCE S38°15'20"W, 3902.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE N89°55'00"W ON SAID SOUTH LINE, 2777.27 FEET TO THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32; THENCE S89°52'06"W ON THE SOUTH LINE OF SAID SECTION 30, 5093.12 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

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Resolution No. 01-287

**BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO**

Commissioner Huffman moved adoption of the following Resolution:

WHEREAS, GTL Development, Inc., Powerwood – Woodmen/Powers and El Paso County did file an application with the Planning Department of El Paso County, Colorado, pursuant to §32-1-204(2), C.R.S., for the review of the service plan for the Woodmen Road Metropolitan District, as well as waiver of the filing fee; and


WHEREAS, a public hearing was held by the El Paso County Planning Commission on June 19, 2001 upon which date the Planning Commission did by formal resolution recommend approval of the subject Service Plan with conditions and notations; and

WHEREAS, a public hearing was held by this Board on August 9, 2001; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the County, study of the proposed service plan, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. 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.
2. 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 parties were heard at those hearings.
3. There is sufficient existing and projected need for organized service in the area to be served by the proposed Special District.
4. Existing service in the area to be served by the proposed Special District is inadequate for present and projected needs.
5. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.

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6. 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.
7. 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.
8. 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.
9. The proposal is in substantial compliance with a Master Plan and/or Comprehensive Plan adopted pursuant to C.R.S. §30-28-106.
10. The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.
11. 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 Board of County Commissioners of El Paso County, Colorado, hereby approves the Service Plan submitted by GTL Development, Inc., Powerwood-Woodmen/Powers and El Paso County for the Woodmen Road Metropolitan District, a Title 32 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 notations shall be placed upon this approval:

NOTATIONS:

1. Any increase in the mill levy of this District above a level of 25.0 shall be specifically considered a material modification of this Service Plan and shall be subject to prior approval by the Board of County Commissioners.

2. A subsequent decision by the City of Colorado Springs to not agree in general concept to the Intergovernmental Agreement (IGA) as now drafted, will also be considered a material modification of the Service Plan. Specifically, a modification would be deemed to occur if Colorado Springs chooses not to allow inclusion within this District for properties, which may subsequently be petitioned for municipal annexation.
3. If more than twenty-five percent (25%) of the Powerwood parcel is subsequently identified as being needed for right-of-way by the Colorado Department of Transportation for the Powers/Woodmen Interchange, this would also constitute a material modification and may trigger reconsideration by the Board of County Commissioners.
4. It is the expectation of the Board of County Commissioners that properties or construction activities otherwise exempt from the requirement to obtain local (Regional Building Department) building permits would likewise be exempt from payment of the building permit fees contemplated in this service plan.

AND BE IT FURTHER RESOLVED that due to the regional nature of the road improvements to be designed and constructed, the Board hereby waives the filing fee;

AND BE IT FURTHER RESOLVED that the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 9th day of August 2001, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____

Chairman

ATTEST:

By: 
Deputy County Clerk

Commissioner Brown seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

J. Patrick Kelly El Paso Cty, CO

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Resolution No. 01-287
EXHIBIT A

MERIDIAN RANCH LEGAL DISCRIPTION

PARCEL A:

THE NORTH ONE HALF AND THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 19, AND THE NORTHWEST ONE QUARTER OF SECTION 20, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20; THENCE S89°55'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 20 WHICH WAS ASSUMED TO BE S89°55'06"E) ON THE NORTH LINE OF SAID SECTION 20, 2633.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89°55'05"E ON THE NORTH LINE OF SAID SECTION 21, 2440.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASONTVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TEN (10) COURSES: (1) THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CORD BEARS S02°53'16"W, HAVING A CENTRAL ANGLE OF 13°53'59", A RADIUS OF 670.00 FEET AND AN ARC LENGTH OF 162.54 FEET; (2) THENCE S09°50'16"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 274.72 FEET; (3) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°29'34", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 226.98 FEET; (4) THENCE S19°19'49"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1863.28 FEET; (5) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'53", A RADIUS OF 1270.00 FEET AND AN ARC LENGTH OF 266.32 FEET; (6) THENCE S31°20'42"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1517.64 FEET; (7) THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°01'00", A RADIUS OF 1830.00 FEET AND AN ARC LENGTH OF 1246.17 FEET; (8) THENCE S07°40'18"E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 777.43 FEET; (9) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°15'04", A RADIUS OF 1570.00 FEET AND AN ARC LENGTH OF 1239.96 FEET; (10) THENCE S37°34'46"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 118.20 FEET; THENCE N89°55'06"W, 5302.25 FEET; THENCE N00°28'18"W, 3217.14 FEET; THENCE N89°47'24"W, 174.33 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE N00°37'07"W ON SAID WEST LINE 1321.69 FEET TO THE WEST ONE QUARTER CORNER OF SAID SECTION 20; THENCE S89°54'53"E ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20, 2635.90 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE QUARTER; THENCE N00°39'42"W ON THE EAST LINE OF SAID NORTHWEST ONE QUARTER, 2638.64 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C:

THAT PORTION OF SECTIONS 19, 20, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°52'06" (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 30 WHICH WAS ASSUMED TO BE N00°28'16"W) ON THE SOUTH LINE OF SAID SECTION 30, 30.00 FEET TO THE POINT OF BEGINNING; THENCE N00°28'16"W ON A LINE BEING 30.00 FEET EAST OF AND

PARALLEL WITH THE WEST LINE OF SAID SECTION 30, 5292.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19; THENCE N00°28'07"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 1323.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGE 181 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S89°55'28" E ON SAID SOUTH LINE, 5075.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS; THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE S00°37'07"E, 2.46 FEET; (2) THENCE S89°47'24"E, 174.33 FEET; (3) THENCE S00°28'18" E, 3217.14 FEET; (4) THENCE S89°55'06"E, 5302.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE S37°34' 46"W, 390.19 FEET; (2) THENCE S38°15'20"W, 3902.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE N89°55'00"W ON SAID SOUTH LINE, 2777.27 FEET TO THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32; THENCE S89°52'06"W ON THE SOUTH LINE OF SAID SECTION 30, 5093.12 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

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POWERWOOD LEGAL DESCRIPTION
(2 PAGES)

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S 89°54'30" W ALONG THE NORTHERLY LINE THEREOF 1283.96 FEET; THENCE S 02°56'59" W, 120.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WOODMEN ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE N 89°54'30" E, (BASIS OF BEARING), ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1041.98 FEET; THENCE S 00°05'30" E, 353.70 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 20°46'48", A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 725.36 FEET TO A POINT OF TANGENT; THENCE S 20°41'18" W, ALONG SAID TANGENT, 294.45 FEET TO THE NORTHERLY LINE OF THAT TRACT OR PARCEL OF LAND DESCRIBED IN BOOK 5245, PAGE 757, OF THE RECORDS OF SAID EL PASO COUNTY, COLORADO; THENCE N 87°37'32" W, ALONG THE NORTHERLY LINE THEREOF, 807.34 FEET TO THE NORTHEAST CORNER OF THAT TRACT OR PARCEL OF LAND DESCRIBED IN BOOK 5295, PAGE 1367, IN THE RECORDS OF SAID COUNTY; THENCE CONTINUE N 87°37'32" W, ALONG THE NORTHERLY LINE THEREOF, 70.00 FEET TO THE EASTERLY LINE OF THAT TRACT OR PARCEL OF LAND KNOWN AS THE TEMPLETON GAP LANDFILL AS DESCRIBED IN BOOK 2903 AT PAGE 520; THENCE N 02°56'59" E, ALONG THE EASTERLY LINE THEREOF AND THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 3343 AT PAGE 479, A DISTANCE OF 1302.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,345,201 SQUARE FEET, (30.882 ACRES) MORE OR LESS.

J. Patrick Kelly El Paso Cty, CO

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LEGAL DESCRIPTION:

That portion of the West Half of the Northwest Quarter of Section 7, Township 13 South, Range 65 West of the Sixth P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of the West Half of the Northwest Quarter of said Section; thence S00°55'56"E, 120.17 feet along the East line thereof to the South line of Woodmen Road and the Point of Beginning; thence continuing S00°55'56"E, 1208.61 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter said Section 7; thence N90°00'00"W, 1344.58 feet to the Easterly right-of-way line of Powers Boulevard; (the following five (5) courses are along said Easterly line and the Southerly line of Woodmen Road); 1) thence N01°47'44"E, 174.63 feet; 2) thence N00°44'57"W, 844.04 feet; 3) thence along the arc of a curve to the right having a central angle of 88°22'00", a radius of 100.00 feet, for an arc distance of 154.23 feet, with a chord bearing N43°26'03"E; 4) thence N02°22'54"W, 2.90 feet; 5) thence N86°01'28"E, 1237.75 feet to the Point of Beginning;

Containing 35.583 acres, more or less.

J. Patrick Kelly El Paso Cty, CO

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Certified by Susan H

District Court, El Paso County, State of Colorado 20 E. Vermijo Colorado Springs, CO 80903	
IN THE MATTER OF THE ORGANIZATION OF THE WOODMEN ROAD METROPOLITAN DISTRICT	
Peter M. Susemihl (#494) Susemihl, McDermott, Miller & Cowan, P.C. 660 Southpointe Court, Suite 210 Colorado Springs, CO 80906 Phone Number: (719) 579-6500 FAX Number: (719) 579-9339 E-mail: PSusemihl@SMMCLAW.com	▲ COURT USE ONLY ▲ Case Number: 01CV2408 Div.: 14 Ctrm:
FINDINGS AND DECREE	

THIS MATTER coming on this ___ day of November, 2001 upon the Certificate of Election Results heretofore filed herein, and the Court having considered said Certificate of Election Results, FINDS:

THAT a petition for the organization of the proposed Woodmen Road Metropolitan District was heretofore filed and presented to the Court in conformity with the statutes;


THAT the allegations of the said petition are true;

THAT said petition was signed by or consented to by not less than thirty percent (30%) of the qualified electors of the proposed District, and were consented to by the owners of one hundred percent (100%) of the total area to be included within the Special District;

THAT notice of hearing on said petition was given for the time and in the manner prescribed by law;

THAT notice thereof was duly mailed to the Board of County Commissioners of the County of El Paso and to other potentially interested Districts or Municipalities as set forth in the Proof of Mailing Notice;

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THAT the Clerk of the Court caused publication and mailing as required by law;

THAT a check in the amount of One Hundred Dollars (\$100.00) had previously been accepted by the Court in lieu of bond for the purpose of paying all expenses connected with the proceedings in case the organization of said District would be not effected;

THAT a Service Plan were approved by the Board of County Commissioners and a Resolution to that effect has been filed with the Court;

THAT the question of the organization of said proposed Metropolitan District together with the election of the initial directors and the approval of four other ballot issues was by order of this Court duly entered and submitted to the taxpaying electors of said proposed District;

THAT said organizational election for the proposed District was held pursuant to a Mail Ballot Election Plan approved by the Colorado Secretary of State and was done in conformity with the El Paso County Clerk and Recorder's Division of Elections Office all of which matters have been filed with this Court;

THAT said election was held and conducted as an organizational election pursuant to and in the manner as provided by the Mail Ballot Plan and the election laws of the State of Colorado;

THAT Douglas E. Woods was appointed as the Designated Election Official and in turn appointed Peter M. Susemihl and C. David McDermott as Judges of said election;

THAT notice of said election was given and published as required by the laws of the State of Colorado and that notices were given in conformity with the Letter of Agreement between the proposed District and the El Paso County Clerk and Recorder;

THAT the Judges of said election have duly submitted to this Court and filed therein the Returns of said election;

THAT at said election a total of seven (7) ballots were cast with all seven (7) ballots in favor of the organization of said proposed Woodmen Road Metropolitan District and that there were no spoiled, defective, or unused ballots;

THAT at said election the number of votes cast for Directors of said District for a term to serve until the first regular election to be held in 2002 were as follows: Holger Christiansen-seven (7) votes and Thomas Cone- seven (7) votes with no negative votes and no write-in candidates;

THAT at said election the number of votes cast for Directors to serve until the second regular election to be held in 2004 were as follows: Douglas E. Woods-seven (7) votes; Jerry L. Davis-seven (7) votes; and Benjamin I. Green-seven (7) votes with no negative votes and no write-in candidates;

THAT certain other ballot questions, being numbered ballot issues 3-6 as set forth in the official ballot on file with the Court, were also approved unanimously each with seven (7) affirmative votes.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the said Woodmen Road Metropolitan District be, and the same is, hereby ordered and declared duly organized under the laws of the State of Colorado.
2. That the corporate name of said District is and shall hereafter be known as Woodmen Road Metropolitan District.
3. That the said District shall have and exercise through its proper officers all of the power and authority confirmed upon it by statute and all amendments thereto.
4. That the following are, pursuant to vote of said election and by order of this Court, duly designated as the first Board of Directors of said Woodmen Road Metropolitan District: Holger Christiansen and Thomnas Cone to serve until the next regular election to be held in 2002; and Douglas E. Woods, Jerry L. Davis, and Benjamin I. Green to serve until the second regular election to be held in 2004, and that Certificates of Election shall be issued and signed by this Court to be delivered to the initial Board of Directors.
5. That said District is and the same hereby is declared, created and established as a governmental subdivision of the State of Colorado and as a body corporate with all of the powers of a public or quasi-municipal corporation; that the said Board of Directors herein named shall have, and they are hereby vested with, all of the powers, duties and obligations as Directors of the said District as conferred and provided by the Statutes of the State of Colorado and all amendments thereto as made by law hereinafter be provided.
6. That the boundaries of said District and the territories to be included therein are as described on the attached legal descriptions.
7. That the Certificate of said Judges of Election heretofore filed herein being the same hereby is in all respects approved and confirmed.
8. That copies of the Findings and Decree of the Court incorporating this District shall be filed in the manner as provided by the Statutes of the State of Colorado.
9. That the sum of One Hundred Dollars (\$100.00) has previously been accepted by the Court in lieu of a bond for the purpose of paying all expenses connected with the proceedings in case the organization of said District would not be effected; and insofar as the formation of this District has been effected, the Clerk of the Court is authorized to return the sum of one hundred (\$100.00) to the law firm of Susemihl, McDermott, Miller & Cowan, P.C.

Done in open Court the day and year first above written.

BY THE COURT:

Kirk S. Samelson

11-8-01

Kirk S. Samelson, District Court Judge.

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

NOV 14 2001

LEE V. COLE, JR.

CLERK OF THE DISTRICT/COUNTY COURT

By  Deputy

J. Patrick Kelly El Paso Cty, CO

11/14/2001 02:22

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MERIDIAN RANCH LEGAL DISCRIPTION

PARCEL A:

THE NORTH ONE HALF AND THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 19, AND THE NORTHWEST ONE QUARTER OF SECTION 20, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NOWTHWEST ONE QUARTER OF SAID SECTION 20; THENCE S89°55'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 20 WHICH WAS ASSUMED TO BE S89°55'06"E) ON THE NORTH LINE OF SAID SECTION 20, 2633.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89°55'05"E ON THE NORTH LINE OF SAID SECTION 21, 2440.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASONTVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TEN (10) COURSES: (1) THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CORD BEARS S02°53'16"W, HAVING A CENTRAL ANGLE OF 13°53'59", A RADIUS OF 670.00 FEET AND AN ARC LENGTH OF 162.54 FEET; (2) THENCE S09°50'16"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 274.72 FEET; (3) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°29'34", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 226.98 FEET; (4) THENCE S19°19'49"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1863.28 FEET; (5) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'53", A RADIUS OF 1270.00 FEET AND AN ARC LENGTH OF 266.32 FEET; (6) THENCE S31°20'42"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1517.64 FEET; (7) THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°01'00", A RADIUS OF 1830.00 FEET AND AN ARC LENGTH OF 1246.17 FEET; (8) THENCE S07°40'18"E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 777.43 FEET; (9) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°15'04", A RADIUS OF 1570.00 FEET AND AN ARC LENGTH OF 1239.96 FEET; (10) THENCE S37°34'46"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 118.20 FEET; THENCE N89°55'06"W, 5302.25 FEET; THENCE N00°28'18"W, 3217.14 FEET; THENCE N89°47'24"W, 174.33 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE N00°37'07"W ON SAID WEST LINE 1321.69 FEET TO THE WEST ONE QUARTER CORNER OF SAID SECTION 20; THENCE S89°54'53"E ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20, 2635.90 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE QUARTER; THENCE N00°39'42"W ON THE EAST LINE OF SAID NORTHWEST ONE QUARTER, 2638.64 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C:

THAT PORTION OF SECTIONS 19, 20, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°52'06" (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 30 WHICH WAS ASSUMED TO BE N00°28'16"W) ON THE SOUTH LINE OF SAID SECTION 30, 30.00 FEET TO THE POINT OF BEGINNING; THENCE N00°28'16"W ON A LINE BEING 30.00 FEET EAST OF AND

PARALLEL WITH THE WEST LINE OF SAID SECTION 30, 5292.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19; THENCE N00°28'07"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 1323.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGE 181 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S89°55'28" E ON SAID SOUTH LINE, 5075.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS; THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE S00°37'07"E, 2.46 FEET; (2) THENCE S89°47'24"E, 174.33 FEET; (3) THENCE S00°28'18" E, 3217.14 FEET; (4) THENCE S89°55'06"E, 5302.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE S37°34' 46"W, 390.19 FEET; (2) THENCE S38°15'20"W, 3902.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE N89°55'00"W ON SAID SOUTH LINE, 2777.27 FEET TO THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32; THENCE S89°52'06"W ON THE SOUTH LINE OF SAID SECTION 30, 5093.12 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

J. Patrick Kelly El Paso Cty, CO
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POWERWOOD LEGAL DESCRIPTION
(2 PAGES)

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S 89°54'30" W ALONG THE NORTHERLY LINE THEREOF 1283.96 FEET; THENCE S 02°56'59" W, 120.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WOODMEN ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE N 89°54'30" E, (BASIS OF BEARING), ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1041.98 FEET; THENCE S 00°05'30" E, 353.70 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 20°46'48", A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 725.36 FEET TO A POINT OF TANGENT; THENCE S 20°41'18" W, ALONG SAID TANGENT, 294.45 FEET TO THE NORTHERLY LINE OF THAT TRACT OR PARCEL OF LAND DESCRIBED IN BOOK 5245, PAGE 757, OF THE RECORDS OF SAID EL PASO COUNTY, COLORADO; THENCE N 87°37'32" W, ALONG THE NORTHERLY LINE THEREOF, 807.34 FEET TO THE NORTHEAST CORNER OF THAT TRACT OR PARCEL OF LAND DESCRIBED IN BOOK 5295, PAGE 1367, IN THE RECORDS OF SAID COUNTY; THENCE CONTINUE N 87°37'32" W, ALONG THE NORTHERLY LINE THEREOF, 70.00 FEET TO THE EASTERLY LINE OF THAT TRACT OR PARCEL OF LAND KNOWN AS THE TEMPLETON GAP LANDFILL AS DESCRIBED IN BOOK 2903 AT PAGE 520; THENCE N 02°56'59" E, ALONG THE EASTERLY LINE THEREOF AND THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 3343 AT PAGE 479, A DISTANCE OF 1302.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,345,201 SQUARE FEET, (30.882 ACRES) MORE OR LESS.

J. Patriok Kelly El Paso Cty, CO

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LEGAL DESCRIPTION:

That portion of the West Half of the Northwest Quarter of Section 7, Township 13 South, Range 65 West of the Sixth P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of the West Half of the Northwest Quarter of said Section; thence $S00^{\circ}55'56''E$, 120.17 feet along the East line thereof to the South line of Woodmen Road and the Point of Beginning; thence continuing $S00^{\circ}55'56''E$, 1208.61 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter said Section 7; thence $N90^{\circ}00'00''W$, 1344.58 feet to the Easterly right-of-way line of Powers Boulevard; (the following five (5) courses are along said Easterly line and the Southerly line of Woodmen Road); 1) thence $N01^{\circ}47'44''E$, 174.63 feet; 2) thence $N00^{\circ}44'57''W$, 844.04 feet; 3) thence along the arc of a curve to the right having a central angle of $88^{\circ}22'00''$, a radius of 100.00 feet, for an arc distance of 154.23 feet, with a chord bearing $N43^{\circ}26'03''E$; 4) thence $N02^{\circ}22'54''W$, 2.90 feet; 5) thence $N86^{\circ}01'28''E$, 1237.75 feet to the Point of Beginning;

Containing 35.583 acres, more or less.

J. Patrick Kelly El Paso Cty, CO

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MEF

OVERALL PU'

Authority

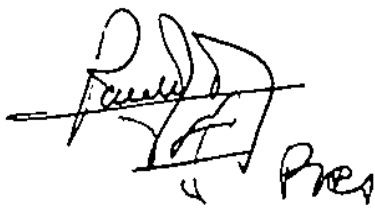
The authority of this Development Plan is Part IV, Section 16 (Planned Unit Development District) of the El Paso County Zoning Resolution. The Authority for Section 16 of the El Paso County Zoning Resolution is the Colorado Planned Unit Development Act of 1972.

Adoption

The adoption of this Development Plan shall evidence the findings and decision of the Board of El Paso County Commissioners that this Development Plan for Meridian Ranch is in general conforming with the El Paso County Master Plan, is authorized by the provisions of Part IV, Section 16 and this Development Plan comply with the Colorado Planned Unit Development Act of 1972, as amended.

Relationship to County Regulations

The provisions of this Development Plan shall prevail and govern the development of Meridian Ranch, provided, however, that where the provisions of this Development Plan do not address a particular subject, the relevant provision of the El Paso County Zoning Resolution, as amended, or any other applicable resolutions or regulations of El Paso County, shall be applicable.

Certification of Ownership  Date 11/12/01

Meridian Ranch Investments Inc.

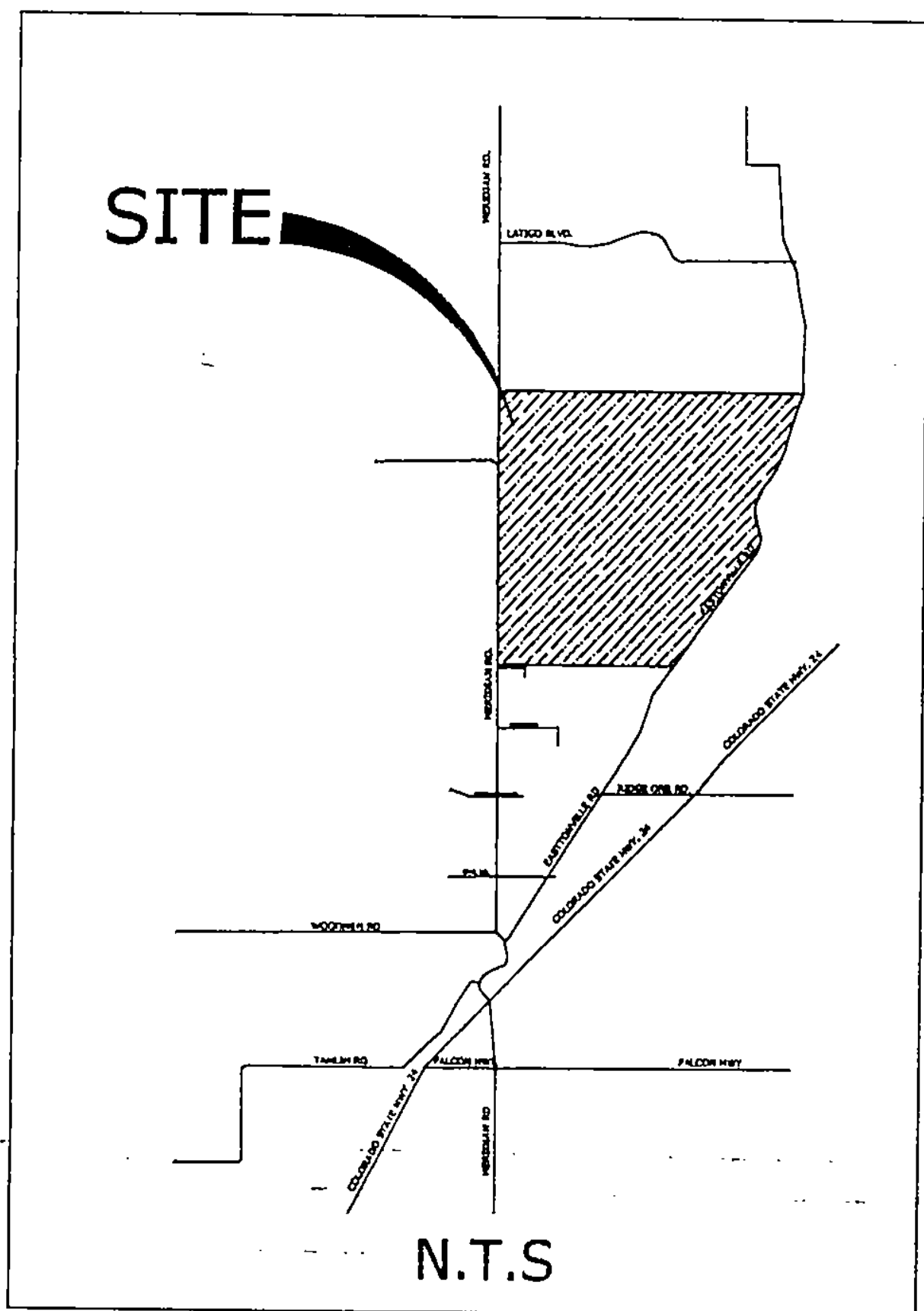
Certification of Approval  Date 3/9/00

El Paso County Board of
County Commissioners

Certification of Approval:  Date 12/14/01

INDIAN RANCH DEVELOPME

Vicinity Map



GENERAL LEGAL

PARCEL A:

The North one half and the North
Northwest one quarter of Section
P.M., County of El Paso, State

PARCEL B:

That portion of Sections 20, 2
P.M., El Paso County, Colorado
Northeast corner of the North
55 minutes 06 seconds East (of
of said Section 20 which was
the North line of said Section 2
thence South 89 degrees 55 m
2440.90 feet to a point on the
Southerly on said Westerly rig
the arc of a curve to the right v
West, having a central angle o
an arc length of 162.54 feet; (2
forward tangent to the last men
the right having a central angle
feet and an arc length of 226.9
West on the forward tangent to
of a curve to the right having a
1270.00 feet and an arc length
seconds West on the forward
the arc of a curve to the left ha
radius of 1830.00 feet and an a
minutes 15 seconds East on th
thence on the arc of a curve to
seconds, a radius of 1570.00 fe
degrees 34 minutes 46 second
118.20 feet; thence North 89 d
North 00 degrees 28 minutes 1
minutes 24 seconds West, 174
North 00 degrees 37 minutes 0
one quarter corner of said Sec
on the South line of the North
Southeast corner of said North
seconds West on the East line
beginning, County of El Paso,

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IT PLAN

DESCRIPTION:

one half of the South one half of Section 19, and the
20, all in Township 12 South, Range 64 West of the 6th
Colorado.

and 29, Township 12 South, Range 64 West of the 6th
more particularly described as follows: Beginning at the
t one quarter of said Section 20; thence South 89 degrees
bearings used in this description are relative to the North line
umed to be South 89 degrees 55 minutes 06 seconds East) on
2633.92 feet to the Northeast corner of said Section 20;
utes 05 seconds East on the North line of said Section 21,
sterly right of way line of Eastonville Road; thence
f way line for the following ten (10) courses: (1) thence on
se chord bears South 02 degrees 53 minutes 16 seconds
3 degrees 53 minutes 59 seconds, a radius of 670.00 feet and
ence South 09 degrees 50 minutes 16 seconds west on the
ned curve, 274.72 feet; (3) thence on the arc of a curve to
09 degrees 29 minutes 34 seconds, a radius of 1370.00
eet; (4) thence South 19 degrees 19 minutes 49 seconds
e last mentioned curve, 1863.28 feet; (5) thence on the arc
ntral angle of 12 degrees 00 minutes 53 seconds, a radius of
266.32 feet; (6) thence South 31 degrees 20 minutes 42
gent to the last mentioned curve, 1517.64 feet; (7) thence on
g a central angle of 39 degrees.01 minutes 00 seconds, a
length of 1246.17 feet; (8) thence South 07 degrees 40
orward tangent to the last mentioned curve, 777.43 feet; (9)
e right having a central angle of 45 degrees 15 minutes 04
t and an arc length of 1239.96 feet; (10) thence South 37
West on the forward tangent to the last mentioned curve,
rees 55 minutes 06 seconds West, 5302.25 feet; thence
seconds West, 3217.14 feet; thence North 89 degrees 47
3 feet to a point on the West line of said Section 20; thence
seconds West on said West line 1321.69 feet to the West
n 20; thence South 89 degrees 54 minutes 53 seconds East
st one quarter of said Section 20, 2635.90 feet to the
est one quarter; thence North 00 degrees 39 minutes 42
f said Northwest one quarter, 2638.64 feet to the point of
ate of Colorado.

N.E.S. Inc.
Urban Design Land Planning Landscape Architecture
1040 S. Eighth St. • Colorado Springs, CO. 80906 • (719) 471-0073

ridian Ranch
erial PUD Development Plan

El Paso County Planning Dept.
Planning Director

Recorded this 26 day of Dec, 2001 A.D. at 12:18 o'clock PM
in book _____, at page _____, of the records of El Paso County,
Colorado

Reception # 201189274
Signed: J. Patrick Kelly
Title: Clerk & Recorder
By: Barbara A. Blum
Deputy

Development Data

Existing Zoning:	A-35
Proposed Zoning:	PUD
Total Area:	2623.28 Acres
Total Number of Units:	3266
School Dedication:	75 Acres

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PARCEL C:

That portion of Sections 19, 20 and 30, T2S, R12E, E1P.M., El Paso County, Colorado. The Southwest corner of said Section 19, (all bearings used in this description assumed to be North 00 degrees 00 minutes 00 seconds East, 2.174.33 feet to the West line of said Section 19, 5292.89 feet to a point on the South line of said Section 19, 89 degrees 55 minutes 28 seconds West, 390.19 feet; (2) thence to a point on the South line of said Section 19, 5093.12 feet to the

Consisting of approximately 2.174 acres

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ZONED
A-35

SPINE TRAIL CONNECTION
TO THE TRAILS

ZONED
RR-3

288 ACRES

FINAL ALIGNMENT OF
SPINE TRAIL TO BE RESOLVED
WITH PRELIMINARY PLAN
FOR THIS AREA

REX ROAD

PROPOSED
ACCESS POINT

PAINT BRUSH
HILLS
(ZONED RR-2)

PAINT BRUSH
HILLS

PAINT BRUSH
HILLS
(ZONED R)

MERIDIAN ROAD
210' ROW (EXPRESSWAY)

SPINE TRAIL
CONNECTION
TO PAINT
BRUSH HILLS

LONDONDERRY
DRIVE

84 ACRES

PHASE II
82 ACRES

PHASE I

MR-R2

(100/AC)

89 AC

MR-R2

(200/AC)

124 AC

MR-R3

(500/AC)

102 AC

128 ACRES

ELEMENTARY/
MIDDLE SCHOOL
CAMPUS
30 AC

MR-R4

(400/AC)

28 AC

COLLECTOR

MR-R4

MR-R6

(600/AC)

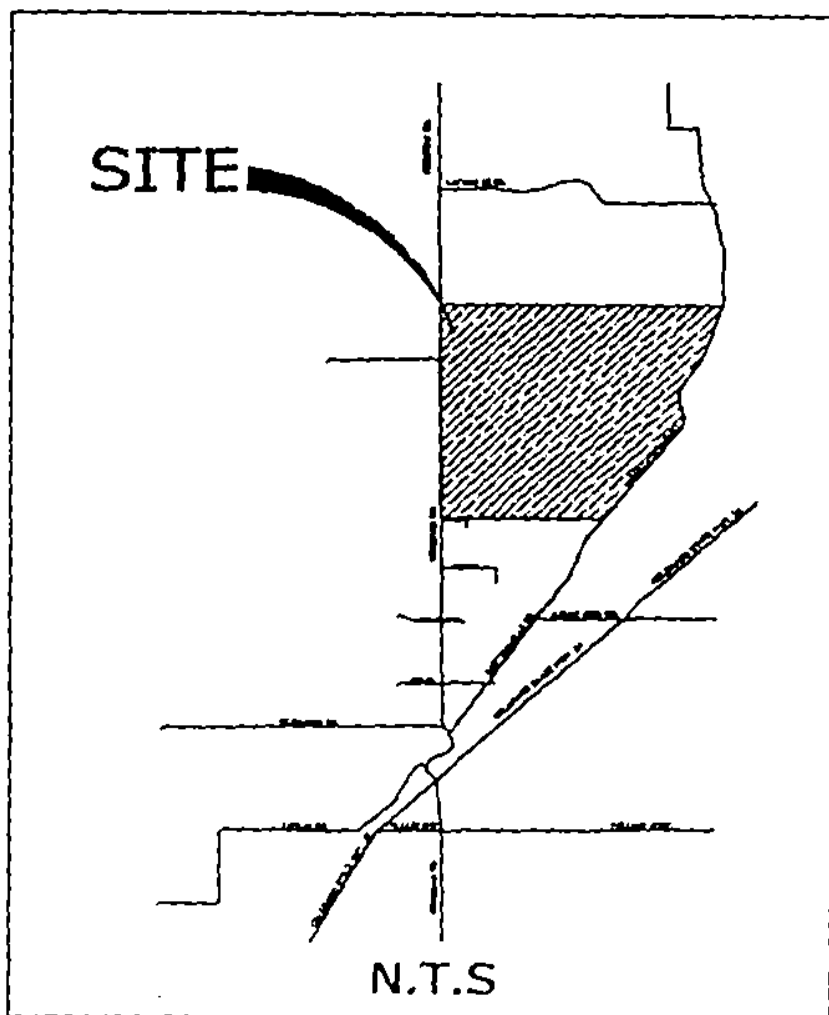
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Map Details:

- Topographic Features:** Contour lines indicating elevation, with a peak of 12541.16' at the top center.
- Phases and Acreages:**
 - PHASE I:** 178 ACRES
 - PHASE II:** 351 ACRES
 - PHASE III:** 60 ACRES
 - PHASE IV:** 62 ACRES
 - PHASE V:** 66 ACRES
- Zoning and Density:**
 - MR-RR (10 DU/AC):** 817 AC
 - MR-RT (1 DU/AC):** 62 AC
 - MR-R2 (12 DU/AC):** 106 AC
 - MR-RR (0.4 DU/AC):** 116 AC
 - MR-RR (10 DU/AC):** 22 AC
- Infrastructure and Landmarks:**
 - Elementary School:** 10 AC
 - High School Site:** 25 AC
 - Potential Recreation Center**
 - Collector Road**
 - Pro. Acc. Road**
 - FEMA Floodplain Boundary**
- Survey Data:**
 - Top:** S89°07'31"E, 12541.16'
 - Right (Top):** S32°29'11"W, 1324.76'
 - Right (Middle):** Δ = 39°12'00", R = 2500.00', L = 1710.42'
 - Right (Bottom):** S06°42'49"E, 608.86'
 - Bottom Right:** ZONED A-35, Δ = 44°53'14", R = 1500.00', L = 1175.14'



VICINITY MAP



N.E.S. Inc.
Urban Design Land Planning Landscape Architecture
1040 S. Eighth St. • Colorado Springs, CO. 80906 • (719)471-0073

idian Ranch
all PUD Development Plan

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PROPOSED
ACCESS POINT

PROPOSED
COMMERCIAL
(ZONED PBC)

PROPOSED
ACCESS POINT

S89°06'49"E
7726.70'

SPINE TRAIL CONNECTION
WITH BENNETT RANCH

BENNETT RANCH SKETCH PLAN AREA

General Notes

1. A total of three thousand two hundred sixty-six (3,266) dwelling units are allowed within the Meridian Ranch PUD District.
2. A forty (40) acre commercial site, fifteen (15) acre neighborhood commercial site and a sixty-six acre (66) business park are allowed within the Meridian Ranch PUD District.
3. Clustering of units within residential districts is permitted 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.
4. A density transfer may be permitted on Meridian Ranch for all residential districts. This transfer would be proposed at the time of Preliminary Plan and would need to be reviewed by Staff to ensure that the overall development concept is adhered to. A density transfer not to exceed ten percent (10%) of the maximum allowable density 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 three thousand two hundred sixty-six (3,266) dwelling units.
5. If any non-residential district is converted to a residential use, additional density shall be permitted above the density limit for the converted acreage at a density rate of one (1) dwelling unit per acre.
6. Commercial and business park uses shall be allowed to develop independent of the phasing plan as market factors allow, but after the development of Phase II and only if the appropriate infrastructure is in place to support the proposed development.
7. School sites have been identified per our conversations with Falcon School District #49. The exact location within the specific area will be defined with the Preliminary Plan for the appropriate phase.
8. Specific setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan.

J. Patriok Kelly El Paso Cty, CO

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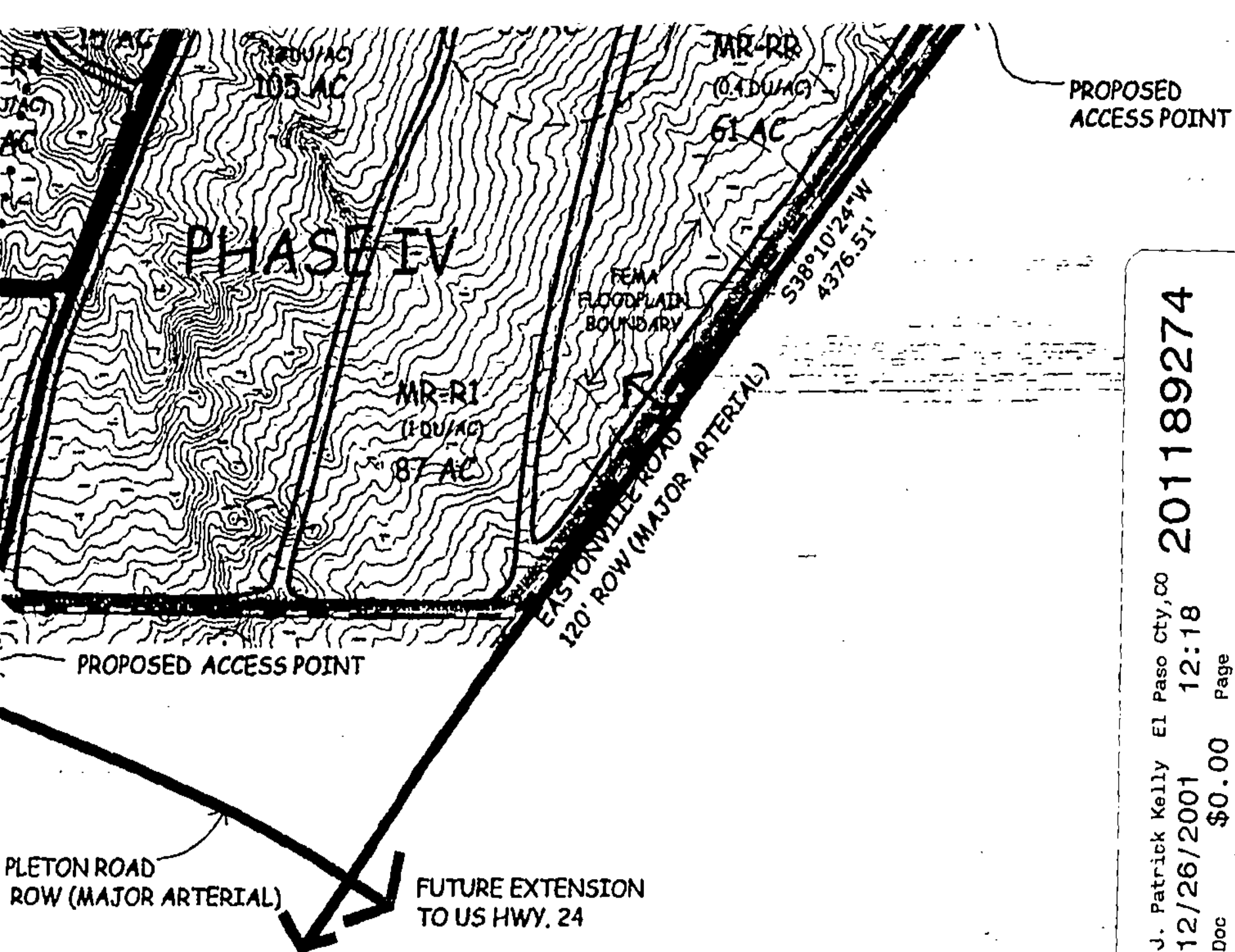
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Descriptions

- MR-R6 District (0.4 DU/AC)**
 This district is intended for single-family residential use at a gross density of 0.4 dwelling units per acre. It is permitted in this area primarily for the preservation of larger open space tracts. Specific lot sizes, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan.
- MR-R1 District (1 DU/AC)**
 This district is intended for single-family residential use at a gross density of one dwelling unit per acre. It is permitted in this area primarily for the preservation of larger open space tracts. Specific lot sizes, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan.
- MR-R2 District (2 DU/AC)**
 This district is intended for single-family residential use at a gross density of two dwelling units per acre. It is permitted in this area primarily for the preservation of open space and/or golf course use. Lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. In areas that are adjacent to existing one-half acre lots, lot sizes of one-half acre shall be provided for the depth of one lot. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.
- MR-R3 District (3 DU/AC)**
 This district is intended for single-family residential use at a gross density of three dwelling units per acre. It is permitted in this area primarily for the preservation of open space and/or golf course use. Lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.
- MR-R4 District (4 DU/AC)**
 This district is intended for single-family residential use at a gross density of four dwelling units per acre. It is permitted in this area primarily for the preservation of open space and/or golf course use. Lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.

- MR-R6 District (6 DU/AC)**
 This district is intended for single-family residential use at a gross density of six dwelling units per acre. It is permitted in this area primarily for the preservation of larger open space tracts. Specific lot sizes, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.
- MR-C District**
 This district is established to provide for circulation, unity of architecture, and aesthetic enhancement of the area adjacent to the proposed development.
- MR-NC District**
 This district is established to provide for surrounding residential and commercial use adjacent to the proposed development.
- MR-BP District**
 This district is established to provide for business professional use within reasonable proximity to the proposed development.



LEGEND:



J. Patrick Kelly El Paso Cty, CO 201189274
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OPEN SPACE

NEIGHBORHOOD PARK

PHASING:

PHASE I: 460 ACRES (2001-2003)
PHASE II: 674 ACRES (2004-2008)
PHASE III: 602 ACRES (2008-2012)
PHASE IV: 380 ACRES (2012-2016)
PHASE V: 507 ACRES (2016-2020)

Residential use at a gross density of six dwelling units per acre. Clustering is allowed for the preservation of open space and/or golf course use. Specific lot sizes, building heights, and land uses shall be addressed at the Preliminary Plan stage with a single family and duplex units are permitted in this area provided that the density of a community recreation center may be located within this district and will be identified on the area.

For the purpose of commercial use providing ease of pedestrian and vehicular circulation, adequate parking, and best serving the convenience of the public and the community. Appropriate buffering shall be provided for residential areas adjacent to commercial centers.

For the purpose of providing neighborhood commercial areas to primarily serve the community. Appropriate buffering shall be provided for residential areas adjacent to the commercial center.

For the purpose of providing business uses to provide employment opportunities adjacent to residential areas. Appropriate buffering shall be provided for residential areas adjacent to the business park.



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Scale: 1"=800'

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PROJECT:

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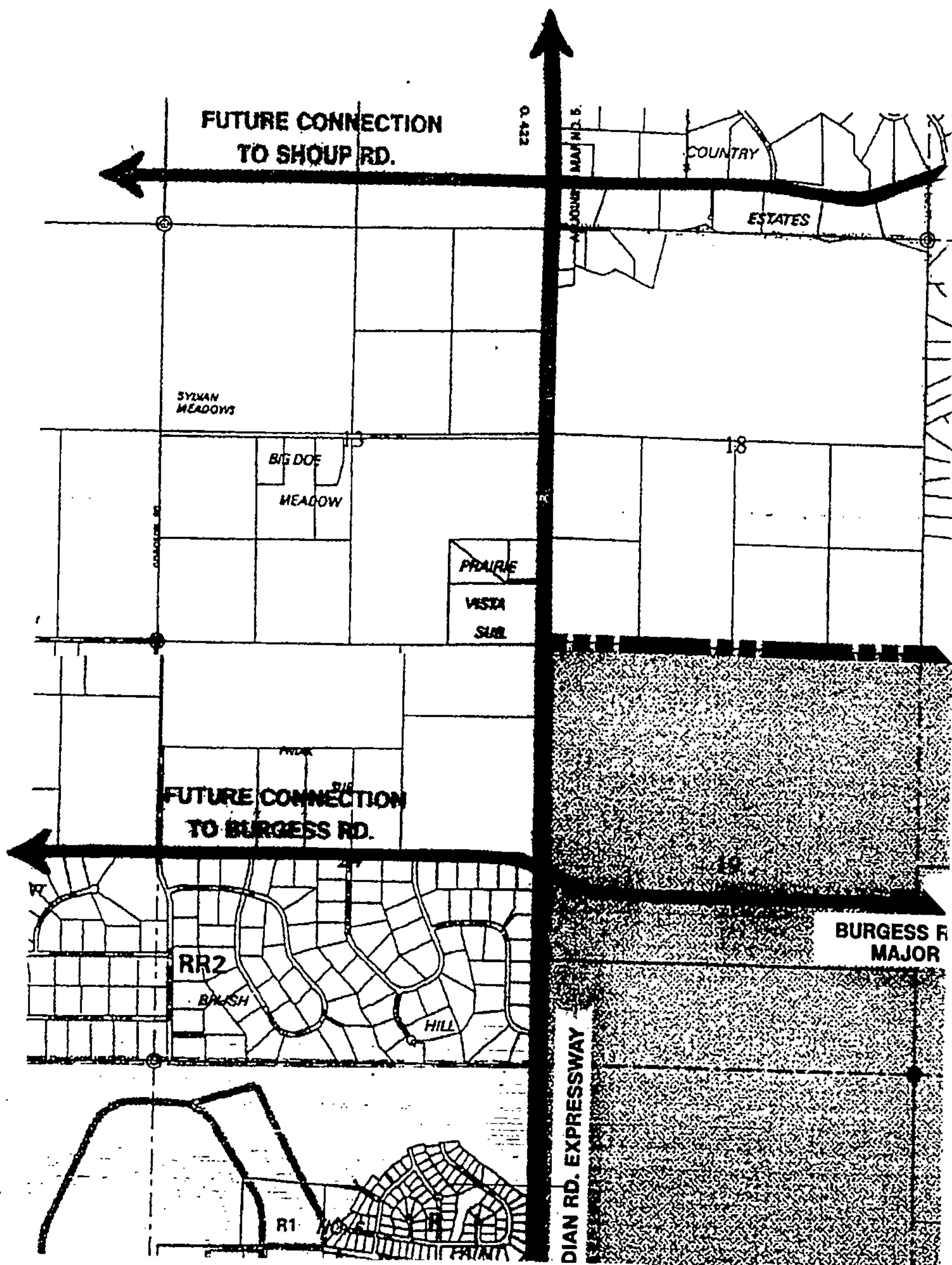
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CHECKED BY:	T. SEIBERT	SCALE:	1"=800'
TITLE:		Overall PUD Development Plan	

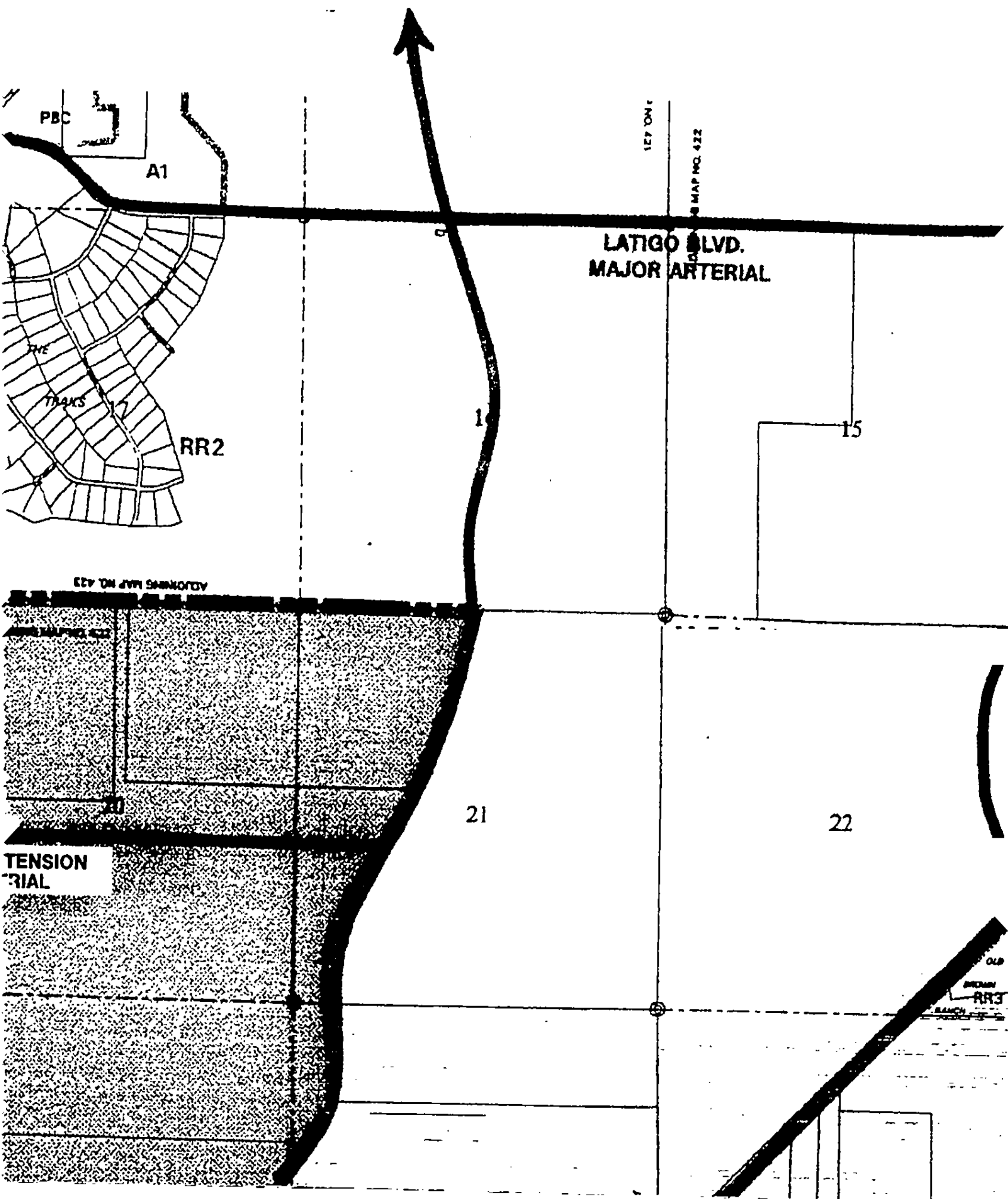
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LBERT RD.
MAJOR ARTERIAL

AD

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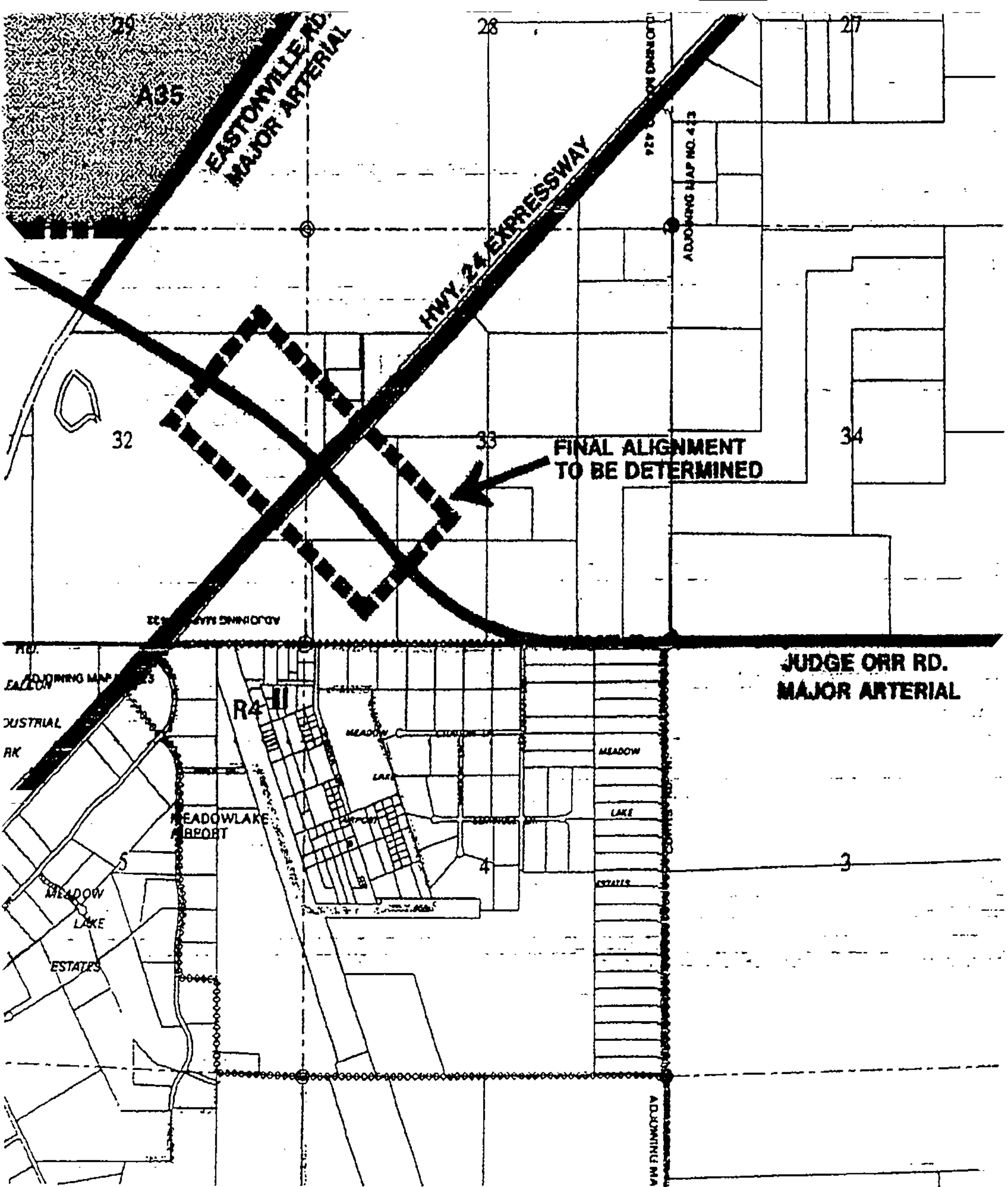
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N.E.S. Inc.
Urban Design Land Planning Landscape Architecture
1040 S. Eighth St. • Colorado Springs, CO. 80906 • (719)471-0073

Llanos Ranch
Full PUD Development Plan



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Merri

Over

ROAD CLASSIFICATION

 EXPRESSWAY

 MAJOR ARTERIAL

*INFORMATION PROVIDED BY
EL PASO COUNTY MAJOR
THOROUGHFARE PLAN.

ZONE CLASSIFICATION

F Forest & Recreation

A1 Agricultural

A38 Agricultural 35 acres

RR1 Rural Residential 1/2 acres

RR2 Rural Residential 2 1/2 acres

RR3 Rural Residential 6 acres

RT Residential Topographic

R Residential (20,000 sq ft, SF)

R1 Residential (8,000 sq ft, SF)

R2 Residential
(4,600 sq ft, SF 7,000 sq ft, DUP)

R3 Residential (5,000 sq ft, MF)

PUD Planned Unit Development

PUD* Refer to Development Plan & guide

NBD Neighborhood Business

POC Planned Office Complex

PBP Planned Business Park

PBD Planned Business

PBC Planned Business Center

PID Planned Industrial

PHD Planned Heavy Industrial

R&D Research & Development

MHP Mobile Home Park

MHS Mobile Home Subdivision

RVP Recreational Vehicle Park

RVS Recreational Vehicle Subdivision

HWT Hazardous Waste Transfer Storage

PA ** Planned Development

C1 ** Commercial

C2 ** Commercial

M ** Industrial

** Obsolete

Please note: Hyphens have been omitted from zoning codes to reduce the occurrence of overlapping labels.

 Zoning Boundary

 Municipality

 Parks



 Military

 Airport Boundary

DRAWN BY:

A. TULLIS

CHECKED BY:

T. SEIBERT

DATE:

1/3/00

SCALE:

TITLE: Overall PUD Development Plan

REVISIONS

DATE

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FILE NAME:

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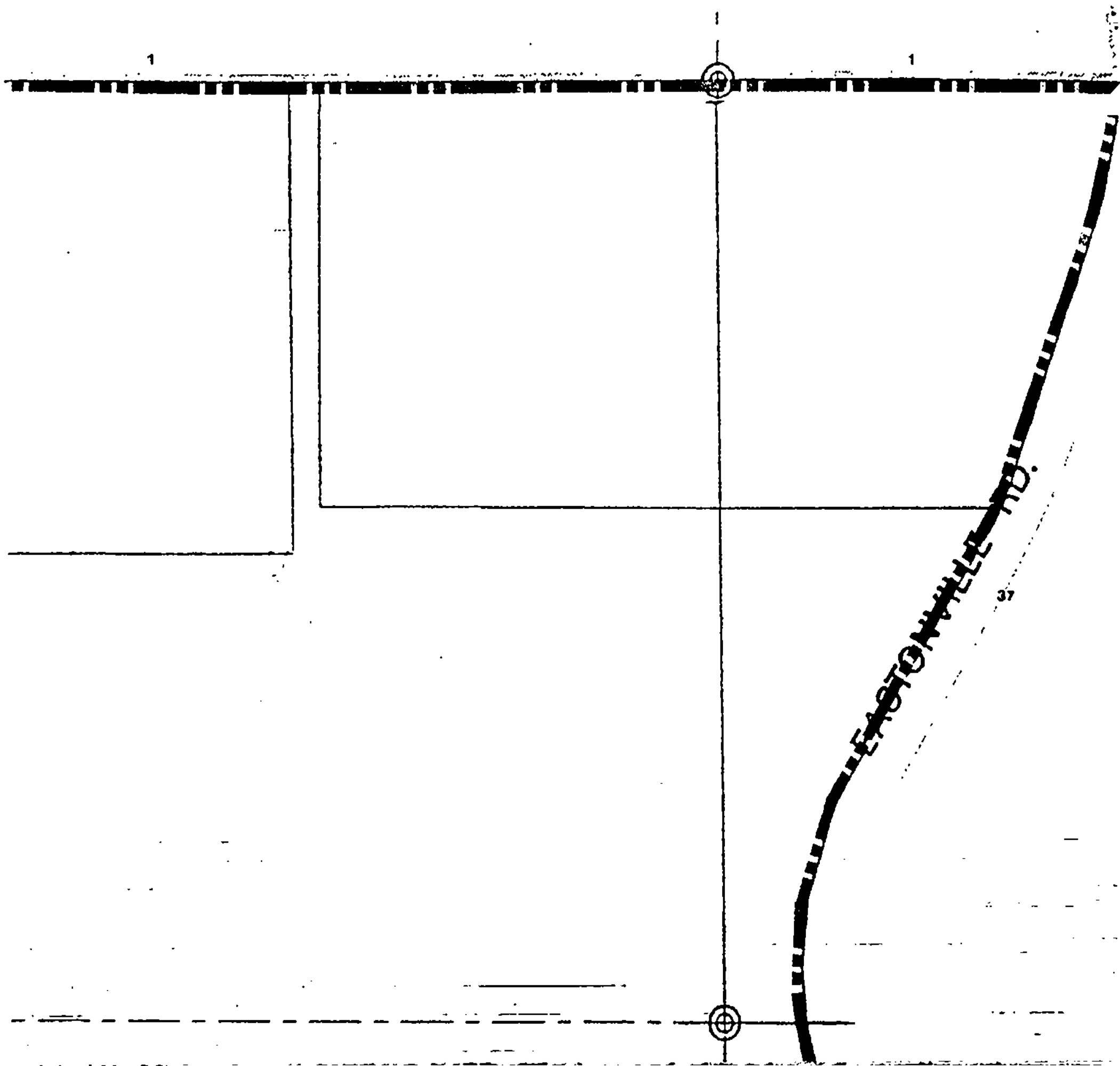
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① ARIKAREFCOMPANY
3730 SINTON RD.
COLORADO SPRINGS, CO 80907-8720

② WALTER & LEAH BOLAND
12065 MERIDIAN RD.
ELBERT, CO 80106-8809

③ BLACK AND WHITE MOUTON CORP.
11745 MERIDIAN RD.
PEYTON, CO 80831-8412

④ PETER & PAMELA MILLER
11725 MERIDIAN RD.
PEYTON, CO 80831-8412

⑤ BARBARA AND JOSEPH LUMPKIN
22865 S BIRD RD.
TRACY, CA 95376-9342

⑥ BARRY AND SHYRL SPRINGER
11450 MERIDIAN RD.
PEYTON, CO 80831-8421

⑦ RICK & MICHELE PRING
11250 MERIDIAN RD.
PEYTON, CO 80831-8410

⑧ SCOTT & JENNIFER NEWKIRK
11715 REX RD.
PEYTON, CO 80831-6810

⑨ DANIEL & MARGO EDWARDS
-PO BOX 75207
-COLORADO SPRINGS, CO-80970

⑩ JOSEPH & SUSAN POST
10565 HONEYCLOVER LN.
PEYTON, CO 80831-6829

⑪ JEFFERY & SHARON YOUNG
10565 HONEYCLOVER LN.

⑫ CHRISTIANSEN WAYNE A
11585 ALLENDALE DR.
PEYTON, CO 80831

⑬ CUCUZZA CONSTRUCTION INC D/B/A
6355 BURROWS RD.
COLORADO SPRINGS, CO 80908

⑭ KEMPTON LLC
2290 N MARKSHEFFEL RD.
COLORADO SPRINGS, CO 80922

⑮ PAINT BRUSH HILLS METRO DIST.
3730 SINTON RD., STE. 250
COLORADO SPRINGS, CO 80831-6870

⑯ CHARLES & MAXINE LATHROP
11605 CRANSTON DR.
PEYTON, CO 80831-6870

⑰ JON & MARY WASYLEWSKI
11853 CRANSTON DR.
PEYTON, CO 80831-6826

⑱ JIMMIE & BETTY WORKMAN
11577 CRANSTON DR.
PEYTON, CO 80831-6826

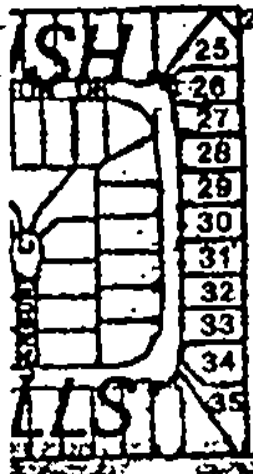
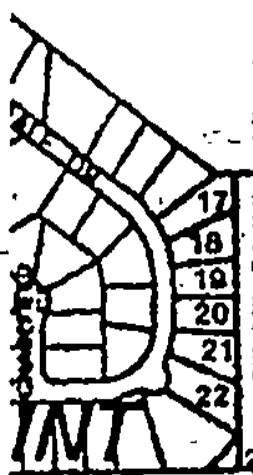
⑲ DONALD HUTCHCROFT
11571 CRANSTON DR.
PEYTON, CO 80831-6826

⑳ MACK & CAROLYN ANDERSON
11565 CRANSTON DR.
PEYTON, CO 80831-6826

㉑ BOBBY & ANTONIA ROYCE
11565 CRANSTON DR.

N.E.S. Inc.
Urban Design Land Planning Landscape Architecture
1040 S. Eighth St. • Colorado Springs, CO. 80806 • (719)471-0073

Indian Ranch
Full PUD Development Plan



BC

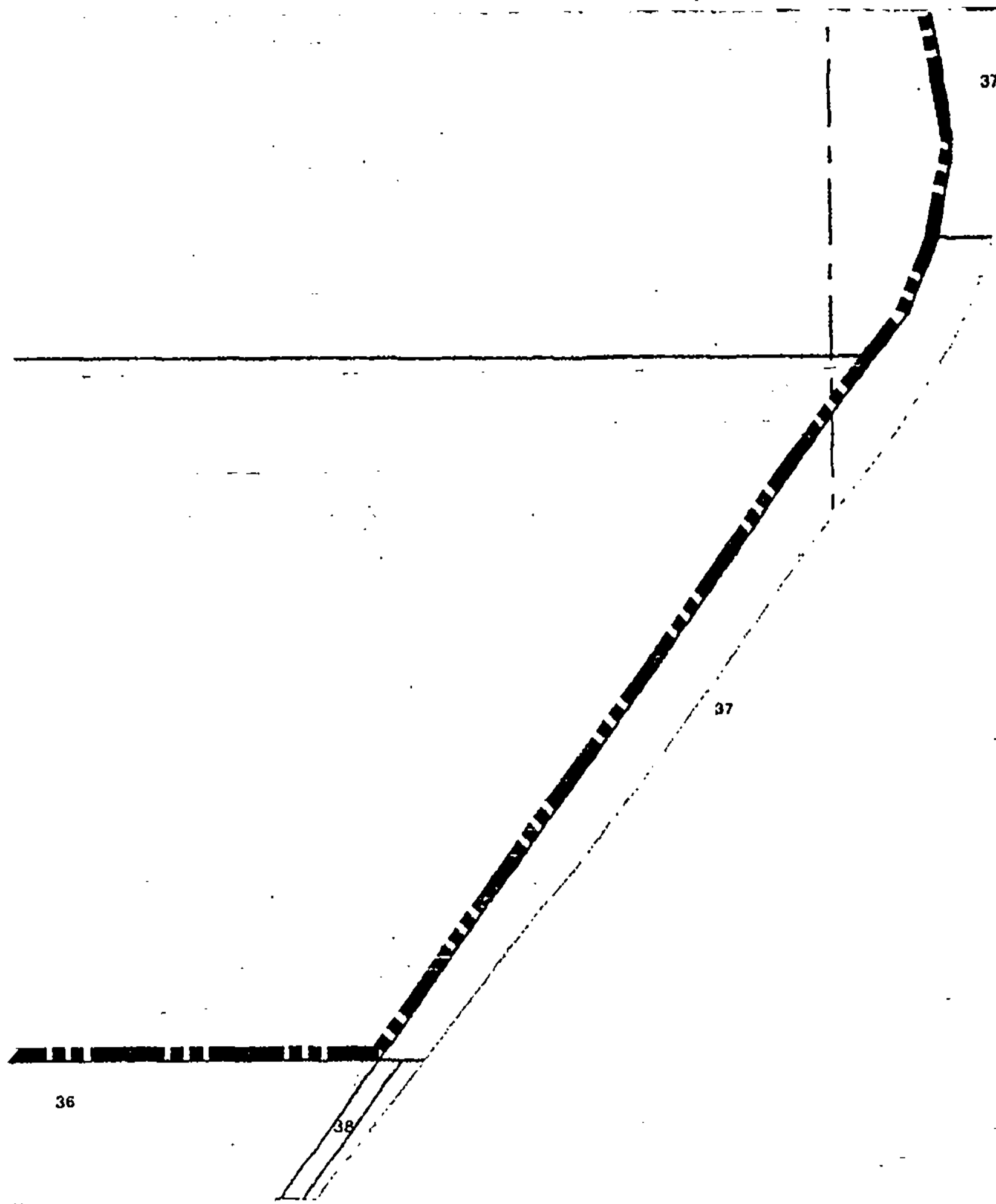
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PEYTON, CO 80831-6820

- ③1 STEPHEN & PAMELA LOGSDON
11553 CRANSTON DR.
PEYTON, CO 80831-6826

- ③2 BILLY & CRYSTAL FLOYD
11547 CRANSTON DR.
PEYTON, CO 80831-8826

- (33) LANCE & ROBERTA NIELSEN
11541 CRANSTON DR.
PEYTON, CO 80831-6826

- ③ EDWIN & SHARON STRAIGHT
11535 CRANSTON DR.
PEYTON, CO 80831-6826

- (35) RONALD MACHOIAN
1937 PAYNE ST.
SHAWNEE MISSION, KS 66226

- 36 HOBBS LLC
228 N. CASCADE AVE., STE. 101
COLORADO SPRINGS, CO 80903-1323

- ③7 WILLIAM & PATRICIA LEE ET AL
C/o FOUR WAY RANCH
1800 SUNDOWN DR.
COLORADO SPRINGS, CO 80906-1650

- (38) FALCON PROPERTIES & INVEST.
PO BOX 62039
COLORADO SPRINGS, CO 80962-2039

- 39 STATE OF COLORADO
C/o DIVISION OF PURCHASING
225 E. 16TH AVE.
DENVER, CO 80203-1620

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RESOLUTION NO. 02-31BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Bremer moved adoption of the following Resolution:

WHEREAS, Meridian Ranch Investments, Inc., did file a petition with the Planning Department of El Paso County to vest certain property rights associated with a Generalized Master PUD (Planned Unit Development) Zone District for the herein described property in El Paso County in accordance with Chapter X of the El Paso County Land Development Code; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on December 18, 2001, upon which date the Planning Commission did by formal resolution recommend approval of the subject vested property rights with conditions and notation; and

WHEREAS, a public hearing was held by this Board on January 17, 2001; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Property posting, 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.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed vesting is not inconsistent with the recommendations set forth in the Master Plan for the unincorporated area of the County.
4. The proposed vesting complies with the procedures and standards contained in Chapter X of the El Paso County Land Development Code.
5. The vesting of this Generalized (Master) PUD Development Plan is necessary to enable the development to provide both on-site and off-site improvements to critical public infrastructure, which public infrastructure shall be for the benefit of both the development and the region beyond the development.

Resolution No. 02-31
Page 2

6. The requested twenty- (20) year period for such vesting is reasonable and necessary.
7. For the above-stated and other reasons, the proposed vesting is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Meridian Ranch Investments, Inc., to vest certain property rights associated with a Generalized Master PUD (Planned Unit Development) Zone District for the herein described property in El Paso County in accordance with Chapter X of the El Paso County Land Development Code, for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions and notation shall be placed upon this approval:

CONDITIONS:

1. The duration of the vesting shall run for a period of twenty (20) years or until such time as the land uses depicted in this Site-Specific Development Plan are fully constructed or until such time as all bonded indebtedness associated with construction of adjacent and/or off-site roadways is retired, whichever is shorter.
2. The Site-Specific Development Plan approved for vesting by this action shall be File No. PUD-00-010, approved on March 9, 2000. Such vesting shall also be subject to and limited by the Development Agreement included in this application. Vesting shall specifically be granted for a total of 3,266 dwelling units and those other uses as generally depicted on the Generalized (Master) PUD Plan provided that such dwelling units and uses can be accommodated on the property in a manner consistent with all approved PUD plans.
3. The vesting rights associated with an approval for this Site-Specific Development Plan shall remain in force and effect as future phases of the project are reviewed and approved for Final Plat. Thus, at the time of Final Plat approval, this vesting approval shall allow modifications to the Site-Specific Development Plan with subsequent phases of the development as approved by the Board of County Commissioners.

4. Upon approval by the Board of County Commissioners and prior to recording the Site-Specific Development Plan, the applicant shall produce a recordable mylar of the approved Development Plan and related recordable documents in accordance with and as required by Chapter X of the El Paso County Land Development Code.
5. This Development Agreement does not and shall not be deemed to confer on any third party (except subsequent developers of Meridian Ranch) the right to the performance under this Agreement, the right to claim any damages, or the right to bring any action against the County for any breach or other failure to perform this Agreement.

NOTATION:

1. Approval of vesting is limited to the uses and densities described above and is not intended to otherwise limit the County's future discretion pertaining either to the review of future phases of the development or the adoption of revised regulations, fees or requirements which might pertain to those stages of the development review process.

AND BE IT FURTHER RESOLVED the record and recommendations off the El Paso County Planning Commission be adopted.

DONE THIS 17th day of January 2002, at Colorado Springs, Colorado.



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Chairman

Commissioner Brown seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 02-31
EXHIBIT A

PARCEL A:

THE NORTH ONE HALF AND THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 19, AND THE NORTHWEST ONE QUARTER OF SECTION 20, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20; THENCE S89°55'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 20 WHICH WAS ASSUMED TO BE S89°55'06"E) ON THE NORTH LINE OF SAID SECTION 20, 2633.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89°55'05"E ON THE NORTH LINE OF SAID SECTION 21, 2440.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TEN (10) COURSES: (1) THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S02°53'16"W, HAVING A CENTRAL ANGLE OF 13°53'59", A RADIUS OF 670.00 FEET AND AN ARC LENGTH OF 162.54 FEET; (2) THENCE S09°50'16"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 274.72 FEET; (3) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°29'34", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 226.98 FEET; (4) THENCE S19°19'49"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1863.28 FEET; (5) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'53", A RADIUS OF 1270.00 FEET AND AN ARC LENGTH OF 266.32 FEET; (6) THENCE S31°20'42"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1517.64 FEET; (7) THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°01'00", A RADIUS OF 1830.00 FEET AND AN ARC LENGTH OF 1246.17 FEET; (8) THENCE S07°40'18"E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 777.43 FEET; (9) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°15'04", A RADIUS OF 1570.00 FEET AND AN ARC LENGTH OF 1239.96 FEET; (10) THENCE S37°34'46"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 118.20 FEET; THENCE N89°55'06"W, 5302.25 FEET; THENCE N00°28'18"W, 3217.14 FEET; THENCE N89°47'24"W, 174.33 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE N00°37'07"W ON SAID WEST LINE 1321.69 FEET TO THE WEST ONE QUARTER CORNER OF SAID SECTION 20; THENCE S89°54'53"E ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20, 2635.90 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE QUARTER; THENCE N00°39'42"W ON THE EAST LINE OF SAID NORTHWEST ONE QUARTER, 2638.64 FEET TO THE POINT OF BEGINNING, COUNTY, OF EL PASO, STATE OF COLORADO.

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EXHIBIT A

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PARCEL C:

THAT PORTION OF SECTIONS 19, 20, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°52'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 30 WHICH WAS ASSUMED TO BE N00°28'16"W) ON THE SOUTH LINE OF SAID SECTION 30, 30.00 FEET TO THE POINT OF BEGINNING; THEN N00°28'16"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30, 5292.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19; THENCE N00°28'07"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 1323.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGE 181 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S89°55'28"E ON SAID SOUTH LINE, 5075.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS; THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE S00°37'07"E, 2.46 FEET; (2) THENCE S89°47'24"E, 174.33 FEET; (3) THENCE S00°28'18"E, 3217.14 FEET; (4) THENCE S89°55'06"E, 5302.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE S37°34'46"W, 390.19 FEET; (2) THENCE S38°15'20"W, 3902.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE N89°55'00"W ON SAID SOUTH LINE, 2777.27 FEET TO THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32; THENCE S89°52'06"W ON THE SOUTH LINE OF SAID SECTION 30, 5093.12 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

J. Patrick Kelly El Paso Cty, CO

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**DEVELOPMENT AGREEMENT
MERIDIAN RANCH/EL PASO COUNTY**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into effective this 1st day of April 2002 by and between Meridian Ranch Investments, Inc., a Colorado corporation ("Meridian Ranch") and the Board of County Commissioners of El Paso County, Colorado (the "Board").

RECITALS

A. Meridian Ranch is the owner of 2,650 acres of real property located in El Paso County, Colorado and legally described on the attached legal description (the "Property").

B. Meridian Ranch is planned to be developed as a master planned residential community with commercial and industrial development sufficient to service the needs of the residential communities. Construction commenced in late 2001 and it is anticipated that build-out will occur in 20 years. These projects contribution to the cost of infrastructure will be approximately \$32,000,000 and other development costs to be paid by Meridian Ranch will approximate \$90,000,000.

C. Meridian Ranch has caused the formation of the Meridian Ranch Metropolitan District and the Meridian Service Metropolitan District (the "Districts") in order to engineer, design, construct, and finance various municipal improvements to the Property which improvements, schedule of construction, and financing plans are all as set forth in the County approved Service Plans for the Districts. The Service Plans were approved May 25, 2000 by Board Resolutions 00-200 and 00-201 respectively.

D. The Board has approved a sketch plan and Planned Unit Development (PUD) zoning with certain densities and a preliminary plat and is considering the approval of a final plat for the first phase of development and a Site Specific Development Plan (Files SKP-99-006, PUD-00-010, PUD-01-005, and SP-01-007) pursuant to Chapter X of the El Paso County Development Code which will give to the Property certain vested property rights. The Sketch Plan and Generalized Master PUD consider the entire 2,650 acres, while Phase I encompasses 539.31 acres of the total 2,650 acres.

E. It is the intent of the parties that this Development Agreement, based upon the generalized P.U.D. confer vested property rights as to the densities and number of units proposed in the P.U.D. pursuant to C.2(f) of Chapter X of the El Paso County Land Development Code.

F. Meridian Ranch has agreed to financially participate in major off-site road improvements consisting of Woodmen Road and as identified in the Small Area Traffic

Report for the Falcon Area and, in addition, has agreed to participate in the construction and financing of major offsite storm water detention facilities.

G. The parties are in agreement that for this particular Property and the benefits of the Site Specific Development Plan that vesting should be for a period longer than three years.

H. The purpose of this Agreement is to satisfy conditions of approval of the Sketch Plan, PUD Development Plan, Preliminary Plat and Final Plat and the requirements of Section H, Chapter X of the El Paso County Land Development Code.

NOW THEREFORE based upon the mutual considerations and promises contained herein, the parties agree as follows:

1. **VESTING.** In consideration of the size and phasing of the development of Meridian Ranch, the future economic cycles, current and future market conditions, and the regional benefit of municipal infrastructure for regional detention facilities and major roads, such as Woodmen Road, the Board agrees that vesting of property rights for Meridian Ranch will be for a period of 20 years or until such time as the land uses depicted in this Site-Specific Development Plan are fully constructed or until such time as all bonded indebtedness associated with construction of adjacent and/or off-site roadways is retired, whichever is shorter. The Board further determines that the approval of the Generalized PUD Development Plan for Meridian Ranch (PUD-00-010) constitutes approval of a Site Specific Development Plan and meets the standards and conditions set forth in Section F, Chapter X of the Land Development Code. The limits and extent of such vesting are further described in VES-01-001.

2. **Land Subject to Vesting.** The land which is subject to this vesting agreement is the 2,650 acres known as Meridian Ranch and described on the attached legal description.

3. **Description of the Development.** As set forth in the approved Sketch Plan and Generalized Master PUD Development Plan, at build-out Meridian Ranch will consist of 3,266 single family units, 70 acres for school sites, 119 acres for commercial and industrial sites, 15 acres for public parks, and 125 acres for trails, detention ponds, open space and right of way. Lot sizes will range from two and one-half acres to 6 units per acre. The lowest density lots will average 2.5 acres and there will be some clustering of residential units around open spaces.

4. **Dedication of Land for Public Purposes.** In addition for the land necessary for municipal infrastructure (such as roads, well sites, water and waste water treatment facilities, drainage, and drainage facilities), land will be set aside for trails, parks, and open space all as set forth in the approved Sketch Plan and Generalized Master PUD Development Plans. A thirty acre school site is to be dedicated in a future phase to El Paso County for use as a school site which will be located on a parcel of land partially

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within the Northeast Quarter of Section 30 and partially within the Northwest Quarter of Section 29.

5. **Financing.** Pursuant to the approved Service Plans, the public infrastructure will be financed through the issuance of tax exempt municipal bonds. The bonds will be issued as Limited Tax General Obligation Debt with a planned mill levy of 25 mills that is capped at 50 mills. Debt will be issued in compliance with CRS 32-1-1101(6). Meridian Ranch is also included in the Woodmen Road Metropolitan District which will be issuing Limited Tax General Obligations Bonds to build Woodmen Road.

6. **Permits.** The Property will be developed pursuant to all required federal, state or county permits, including but not necessarily limited to building permits, well permits, Corp of Engineer permits, waste water discharge permits, water treatment plant permits, and environmental permits.

7. **Review and Compliance.** Meridian Ranch agrees that the terms and conditions of this Agreement, as well as the terms and conditions of the Service Plans are subject to periodic review by El Paso County as determined by County staff.

8. **Modification.** Upon written notice, and subject to hearing, the Board may enforce the terms and conditions of this Agreement and, upon cause, after notice and hearing, may modify, terminate, or cancel this Agreement provided that there is evidence and a finding that the considerations for vesting no longer exist or are valid. Nothing contained herein is intended to prohibit Meridian Ranch from applying for continued vesting beyond this initial twenty year period of time.

9. **Public Health, Safety, and Welfare.** The Board finds and determines that this Agreement together with the approved Sketch Plan and Generalized Master PUD Development Plan are necessary for the protection of the public health, safety, and welfare and that the development of Meridian Ranch will afford benefits to the County as a result of the construction of major off-site road improvements and regional drainage detention facilities.

10. **Third Parties.** This Agreement does not and shall not be deemed to confer on any third party (except subsequent developers of Meridian Ranch) the right to the performance under this Agreement, the right to claim any damages, or the right to bring any action against the County for any breach or other failure to perform this Agreement.

11. **Miscellaneous.** No Amendments to this Agreement or to the Site Specific Development Plan shall be permitted except upon approval by the Board following review and public hearing. Thus, at the time of Final Plat approval, this vesting approval shall allow modifications to the Site-Specific Development Plan with subsequent phases of the development approved by the Board of County Commissioners.

This Agreement shall not constitute a waiver or exemption from any other provision of the Land Development Code or other applicable County regulations.

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This Agreement may be recorded in the real property records of El Paso County with all fees to be paid by Meridian Ranch.

This Agreement does not and shall not be deemed to confer on any third party (except subsequent developers of Meridian Ranch) the right to the performance under this Agreement, the right to claim any damages, or the right to bring an action against the County for any breach or other failure to perform this Agreement.

Made and entered into the effective date set forth above.

MERIDIAN RANCH INVESTMENTS, INC.

BY:  Prer

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY

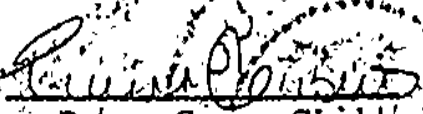
BY: Chairman of the BoardATTEST: Deputy County Clerk

EXHIBIT A**LEGAL DESCRIPTION:****PARCEL A:**

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THE NORTH ONE HALF AND THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 19, AND THE NORTHWEST ONE QUARTER OF SECTION 20, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20; THENCE S89°55'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 20 WHICH WAS ASSUMED TO BE S89°55'06"E) ON THE NORTH LINE OF SAID SECTION 20, 2633.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89°55'05"E ON THE NORTH LINE OF SAID SECTION 21, 2440.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TEN (10) COURSES: (1) THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CHORD BEARS S02°53'16"W, HAVING A CENTRAL ANGLE OF 13°53'59", A RADIUS OF 670.00 FEET AND AN ARC LENGTH OF 162.54 FEET; (2) THENCE S09°50'16"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 274.72 FEET; (3) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°29'34", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 226.98 FEET; (4) THENCE S19°19'49"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1863.28 FEET; (5) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'53", A RADIUS OF 1270.00 FEET AND AN ARC LENGTH OF 266.32 FEET; (6) THENCE S31°20'42"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 1517.64 FEET; (7) THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°01'00", A RADIUS OF 1830.00 FEET AND AN ARC LENGTH OF 1246.17 FEET; (8) THENCE S07°40'18"E ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 777.43 FEET; (9) THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°15'04", A RADIUS OF 1570.00 FEET AND AN ARC LENGTH OF 1239.96 FEET; (10) THENCE S37°34'46"W ON THE FORWARD TANGENT TO THE LAST MENTIONED CURVE, 118.20 FEET; THENCE N89°55'06"W, 5302.25 FEET; THENCE N00°28'18"W, 3217.14 FEET; THENCE N89°47'24"W, 174.33 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE N00°37'07"W ON SAID WEST LINE 1321.69 FEET TO THE WEST ONE QUARTER CORNER OF SAID SECTION 20; THENCE S89°54'53"E ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 20, 2635.90 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ONE QUARTER; THENCE N00°39'42"W ON THE EAST LINE OF SAID NORTHWEST ONE QUARTER, 2638.64 FEET TO THE POINT OF BEGINNING, COUNTY, OF EL PASO, STATE OF COLORADO.

PARCEL C:

THAT PORTION OF SECTIONS 19, 20, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°52'06"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 30 WHICH WAS ASSUMED TO BE N00°28'16"W) ON THE SOUTH LINE OF SAID SECTION 30, 30.00 FEET TO THE POINT OF BEGINNING; THEN N00°28'16"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30, 5292.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19; THENCE

N00°28'07"W ON A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, 1323.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGE 181 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S89°55'28"E ON SAID SOUTH LINE, 5075.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS; THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND DESCRIBED IN BOOK 3563 AT PAGES 189 AND 190 OF SAID RECORDS FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE S00°37'07"E, 2.46 FEET; (2) THENCE S89°47'24"E, 174.33 FEET; (3) THENCE S00°28'18"E, 3217.14 FEET; (4) THENCE S89°55'06"E, 5302.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE S37°34'46"W, 390.19 FEET; (2) THENCE S38°15'20"W, 3902.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE N89°55'00"W ON SAID SOUTH LINE, 2777.27 FEET TO THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32; THENCE S89°52'06"W ON THE SOUTH LINE OF SAID SECTION 30, 5093.12 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

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STATE OF COLORADO

OFFICE OF THE STATE ENGINEER

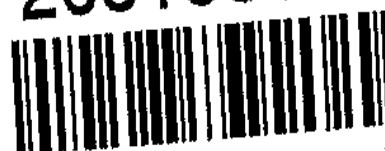
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

www.water.state.co.us

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June 24, 2003

Bill Owens
Governor

Greg E. Walcher
Executive Director

Hal D. Simpson, P.E.
State Engineer

GTL DEVELOPMENT INC
& B.I.G. PARTNERS LTD
11720 WOODMEN HILLS DR
FALCON CO 80831

**RE: Determination of Water Right No. 228-BD,
Applicants: GTL Development, Inc. & B.I.G. Partners, Ltd.**

Enclosed is a copy of the Ground Water Commission's Findings and Order for change of water right for Determination of Water Right No. 228-BD, to change the allowed beneficial uses and place of use of ground water under the subject determination.

This Findings and Order are the Commission's approval of the applicants' application request. This document contains important information about the subject water right and should be retained by the applicants for their records.

Please be advised, as indicated in the above Order, prior to the withdrawal and use of this allocation of ground water, the well owner(s) shall provide an engineering accounting plan, acceptable to the Commission, that specifically demonstrates how the Cherokee Metropolitan District portion of the ground water will be limited in place of use to only this district's water service area located within the Upper Black Squirrel Creek Designated Ground Water Basin.

Additionally, prior to withdrawal of ground water, the well owner(s) shall construct an infiltration gallery or similar structure, acceptable to the Commission, to return the required amount of replacement ground water to the alluvial aquifer located within the W1/2 of Section 30, Township 12 South, Range 62 West of the 6th Principal Meridian.

If you have any questions, please call me at this office.

Sincerely,

Richard Cooper
Physical Science Researcher Scientist
Designated Basins Branch

Enclosures: a/s

cc: Peter M. Susemihl – Susemihl, McDormott, Miller & Cowan
Upper Black Squirrel Creek GWMD

**COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR CHANGE OF WATER RIGHT TO CHANGE THE
ALLOWED BENEFICIAL USES AND PLACE OF USE OF GROUND WATER - FOR
DETERMINATION OF WATER RIGHT NO. 228-BD

APPLICANT: GTL DEVELOPMENT, INC., & B.I.G. PARTNERS, LTD.

AQUIFER: LARAMIE-FOX HILLS

FINDINGS

In compliance with Section 37-90-111(1)(g), CRS, GTL Development, Inc., and B.I.G. Partners, Ltd., (hereinafter "applicants") submitted an application for a change of determination of water right to change the allowed beneficial uses and place of use of ground water under Determination of Water Right No. 228-BD. Based upon information provided by the applicants and the records of the Division of Water Resources, the Ground Water Commission finds as follows:

1. Pursuant to Section 37-90-107(7), CRS, in a Ground Water Commission Findings and Order dated October 18, 2001, the Commission approved a Determination of Water Right for GTL Development, Inc., and B.I.G. Partners, Ltd., assigned Determination No. 228-BD. This determination of water right allows the appropriation of ground water from the Laramie-Fox Hills aquifer (hereinafter "aquifer"), underlying 1520 acres consisting of three noncontiguous tracts of land generally described as: Area A – a 600 acre tract described as all of Section 30 excluding the SE1/4 of the SW1/4; Area B – a 840 acre tract located in the E1/2 of the SW1/4 and the NW1/4 of Section 28, the N1/2, the N1/2 of the SW1/4 and the N1/2 of the S1/2 of the SW1/4 of Section 29 and the NW1/4 of Section 33; and Area C – a 80 acre tract located in the N1/2 of the NW1/4 of Section 32; all in Township 12 South, Range 62 West of the 6th Principal Meridian. This area is more completely described in Exhibit A of the above described Findings and Order.
2. In accordance with Paragraphs 19, 20, and 24(a) of the above Order, the allowed average annual amount of ground water to be withdrawn from the aquifer shall not exceed 234 acre-feet for Area A, 315 acre-feet for Area B, and 30.6 acre-feet for Area C, to be used on the above described 1520 acre area for the following beneficial uses: domestic, livestock watering, irrigation, commercial and replacement supply.
3. Pursuant to Section 37-90-107(7)(c)(III), CRS, an approved determination of water right shall be considered a final determination of the amount of ground water so determined, subject to adjustment by the Commission to conform to actual site-specific aquifer characteristics.
4. By an application for change of determination of water right - received complete by the Commission on October 15, 2001 - the applicants have requested to change the allowed beneficial uses to municipal, irrigation, domestic, fire protection, livestock, commercial, industrial, and replacement purposes; and change the place of use to the following:

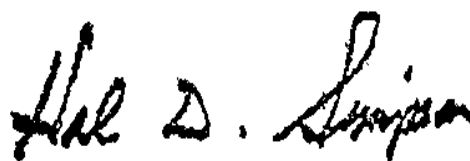
- a) The applicants will deliver a portion of the ground water from the allocations to Woodmen Hills Metropolitan District and to Meridian Ranch Metropolitan District & Meridian Service Metropolitan District. The water will be used by each district within their respective water supply service area generally described as follows: Woodmen Hills Metropolitan District – Section 31 and part of Section 32, all in Township 12 South, Range 64 West of the 6th P.M., part of Section 6 and Section 7, all in Township 13 South, Range 64 West of the 6th P.M., part of Section 36, Township 12 South, Range 65 West of the 6th P.M., and part of Section 1, Township 13 South, Range 65 West of the 6th P.M.; Meridian Ranch Metropolitan District & Meridian Service Metropolitan District – Section 19, Section 20, part of Section 21, part of Section 28, part of Section 29, and Section 30, all in Township 12 South, Range 64 West of the 6th P.M. Such water will be delivered to these districts through the Cherokee Metropolitan District water supply system.
- b) The applicants will directly transfer a portion of the ground water to the Cherokee Metropolitan District. This portion of water from the allocations will be used within the Cherokee Metropolitan District water service area located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin. No use of ground water from this district's portion of these allocations will occur outside this basin.
5. The above described 1520 acre land area is located in the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Ground Water Commission has jurisdiction.
6. On February 6, 2002, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting recommendations concerning this application. Written recommendations from the district were received on March 14, 2002, in the form of an objection.
7. In accordance with Section 37-90-112(1) and Section 37-90-111(1)(g), CRS, the requested change of determination water right was advertised in The Gazette newspaper on February 14 and 21, 2002.
8. a. On March 14, 2002, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 02-GW-06. No other objection to the proposed change was received within the time limit set by statute.
- b. Prior to a hearing in this case, the objector withdrew their objection to the application pursuant to a stipulation between the applicants and objector. By Order of the Commission Hearing Officer dated September 25, 2002, Case No. 02-GW-06 was dismissed and remanded to the Commission staff to take whatever administrative action it deemed necessary.
9. In accordance with Section 37-90-111(1)(g), CRS, and the Designated Basin Rules, the Colorado Ground Water Commission finds that the proposed change of determination of water right will not cause material injury to the existing rights of other appropriators within the Upper Black Squirrel Creek Designated Ground Water Basin, subject to the conditions stated in the following Order.

ORDER

10. Now, therefore, it is ordered that the request for change of water right to change the allowed beneficial uses and place of use of ground water for Determination of Water Right No. 228-BD is approved, subject to the following conditions:
11. The use of ground water shall be limited to the following: municipal, irrigation, domestic, fire protection, livestock, commercial, industrial, and replacement purposes. Municipal use may only occur within the water services areas of the Woodmen Hills Metropolitan District, Meridian Ranch Metropolitan District, Meridian Service Metropolitan District, and the Cherokee Metropolitan District.
12. Place of use of ground water shall be limited to the following:
 - a) The applicants will deliver a portion of the ground water from these allocations to Woodmen Hills Metropolitan District and to Meridian Ranch Metropolitan District & Meridian Service Metropolitan District. The water will be used by each district within their respective water supply service area generally described as follows: Woodmen Hills Metropolitan District – Section 31 and part of Section 32, all in Township 12 South, Range 64 West of the 6th P.M., part of Section 6 and Section 7, all in Township 13 South, Range 64 West of the 6th P.M., part of Section 36, Township 12 South, Range 65 West of the 6th P.M., and part of Section 1, Township 13 South, Range 65 West of the 6th P.M.; Meridian Ranch Metropolitan District & Meridian Service Metropolitan District – Section 19, Section 20, part of Section 21, part of Section 28, part of Section 29, and Section 30, all in Township 12 South, Range 64 West of the 6th P.M. Such water will be delivered to these districts through the Cherokee Metropolitan District water supply system.
 - b) The applicants will directly transfer a portion of the ground water to the Cherokee Metropolitan District. This portion of water from the allocations will be used within the Cherokee Metropolitan District water service area located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin. No use of ground water from this district's portion of these allocations shall occur outside this basin.
13. Prior to the withdraw and use of this allocation of ground water, the well owner(s) shall provide an engineering accounting plan, acceptable to the Commission, that specifically demonstrates how the Cherokee Metropolitan District portion of the ground water will be limited in place of use to only this district's water service area located within the Upper Black Squirrel Creek Designated Ground Water Basin.
14. Of the total annual amount of ground water withdrawn annually from the aquifer, at least two percent (2%) of this water must be returned directly to the alluvial aquifer of Black Squirrel Creek in the vicinity of the point(s) of withdrawal. Therefore, prior to the withdrawal and use of this allocation of ground water, the well owner(s) shall construct an infiltration gallery or similar structure, acceptable to the Commission, to return the required amount of replacement ground water to the alluvial aquifer located within the W1/2 of Section 30, Township 12 South, Range 62 West of the 6th Principal Meridian.

15. A totalizing flow meter shall be installed on each well and on the water transport line to the above described infiltration gallery. The well owner(s) shall maintain these flow meters in good working order. Annual diversion records and measurements of annual amount of discharge to the infiltration gallery shall be collected and maintained by the well owner(s) and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District Ground Water Management District upon their request.
16. The Commission's Findings and Order of October 18, 2001, for Determination of Water Right No. 228-BD, is hereby amended to incorporate the above changes. All other terms and conditions in the Findings and Order for Determination of Water Right No. 228-BD shall remain in full force and effect.

Dated this 20th day of June, 2003.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission



By: Richard Cooper
Physical Science Researcher Scientist
Designated Basins Branch

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STATE OF COLORADO

OFFICE OF THE STATE ENGINEER

Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
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June 24, 2003



Bill Owens
Governor

Greg E. Walcher
Executive Director

Hal D. Simpson, P.E.
State Engineer

GTL DEVELOPMENT INC
& B.I.G. PARTNERS LTD
11720 WOODMEN HILLS DR
FALCON CO 80831

**RE: Determination of Water Right No. 230-BD,
Applicants: GTL Development, Inc. & B.I.G. Partners, Ltd.**

Enclosed is a copy of the Ground Water Commission's Findings and Order for change of water right for Determination of Water Right No. 230-BD, to change the allowed beneficial uses and place of use of ground water under the subject determination.

This Findings and Order are the Commission's approval of the applicants' application request. This document contains important information about the subject water right and should be retained by the applicants for their records.

Please be advised, as indicated in the above Order, prior to the withdrawal and use of this allocation of ground water, the well owner(s) shall provide an engineering accounting plan, acceptable to the Commission, that specifically demonstrates how the Cherokee Metropolitan District portion of the ground water will be limited in place of use to only this district's water service area located within the Upper Black Squirrel Creek Designated Ground Water Basin.

Additionally, prior to withdrawal of ground water, the well owner(s) shall construct an infiltration gallery or similar structure, acceptable to the Commission, to return the required amount of replacement ground water to the alluvial aquifer located within the W1/2 of Section 30, Township 12 South, Range 62 West of the 6th Principal Meridian.

If you have any questions, please call me at this office.

Sincerely,

Richard Cooper
Physical Science Research Scientist
Designated Basins Branch

Enclosures: a/s

cc: Peter M. Susemihl – Susemihl, McDormott, Miller & Cowan
Upper Black Squirrel Creek GWMD

**COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR CHANGE OF WATER RIGHT TO CHANGE THE
ALLOWED BENEFICIAL USES AND PLACE OF USE OF GROUND WATER - FOR
DETERMINATION OF WATER RIGHT NO. 230-BD

APPLICANT: GTL DEVELOPMENT, INC., & B.I.G. PARTNERS, LTD.

AQUIFER: DENVER

FINDINGS

In compliance with Section 37-90-111(1)(g), CRS, GTL Development, Inc., and B.I.G. Partners, Ltd., (hereinafter "applicants") submitted an application for a change of determination of water right to change the allowed beneficial uses and place of use of ground water under Determination of Water Right No. 230-BD. Based upon information provided by the applicants and the records of the Division of Water Resources, the Ground Water Commission finds as follows:

1. Pursuant to Section 37-90-107(7), CRS, in a Ground Water Commission Findings and Order dated October 18, 2001, the Commission approved a Determination of Water Right for GTL Development, Inc., and B.I.G. Partners, Ltd., assigned Determination No. 230-BD. This determination of water right allows the appropriation of ground water from the Denver aquifer (hereinafter "aquifer"), underlying 1520 acres consisting of three noncontiguous tracts of land generally described as: Area A – a 600 acre tract described as all of Section 30 excluding the SE1/4 of the SW1/4; Area B – a 840 acre tract located in the E1/2 of the SW1/4 and the NW1/4 of Section 28, the N1/2, the N1/2 of the SW1/4 and the N1/2 of the S1/2 of the SW1/4 of Section 29 and the NW1/4 of Section 33; and Area C – a 80 acre tract located in the N1/2 of the NW1/4 of Section 32; all in Township 12 South, Range 62 West of the 6th Principal Meridian. This area is more completely described in Exhibit A of the above described Findings and Order.
2. In accordance with Paragraphs 19, 20, and 24(a) of the above Order, the allowed average annual amount of ground water to be withdrawn from the aquifer shall not exceed 131 acre-feet for Area A, 163 acre-feet for Area B, and 14.9 acre-feet for Area C, to be used on the above described 1520 acre area for the following beneficial uses: domestic, livestock watering, irrigation, commercial and replacement supply.
3. Pursuant to Section 37-90-107(7)(c)(III), CRS, an approved determination of water right shall be considered a final determination of the amount of ground water so determined, subject to adjustment by the Commission to conform to actual site-specific aquifer characteristics.
4. By an application for change of determination of water right - received complete by the Commission on October 31, 2001 - the applicants have requested to change the allowed beneficial uses to municipal, irrigation, domestic, fire protection, livestock, commercial, industrial, and replacement purposes; and change the place of use to the following:

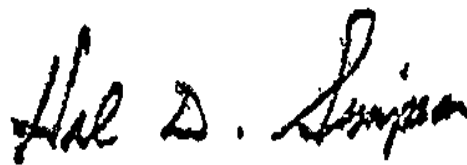
- a) The applicants will deliver a portion of the ground water from the allocations to Woodmen Hills Metropolitan District and to Meridian Ranch Metropolitan District & Meridian Service Metropolitan District. The water will be used by each district within their respective water supply service area generally described as follows: Woodmen Hills Metropolitan District – Section 31 and part of Section 32, all in Township 12 South, Range 64 West of the 6th P.M., part of Section 6 and Section 7, all in Township 13 South, Range 64 West of the 6th P.M., part of Section 36, Township 12 South, Range 65 West of the 6th P.M., and part of Section 1, Township 13 South, Range 65 West of the 6th P.M.; Meridian Ranch Metropolitan District & Meridian Service Metropolitan District – Section 19, Section 20, part of Section 21, part of Section 28, part of Section 29, and Section 30, all in Township 12 South, Range 64 West of the 6th P.M. Such water will be delivered to these districts through the Cherokee Metropolitan District water supply system.
- b) The applicants will directly transfer a portion of the ground water to the Cherokee Metropolitan District. This portion of water from the allocations will be used within the Cherokee Metropolitan District water service area located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin. No use of ground water from this district's portion of these allocations will occur outside this basin.
5. The above described 1520 acre land area is located in the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Ground Water Commission has jurisdiction.
 6. On February 6, 2002, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting recommendations concerning this application. Written recommendations from the district were received on March 14, 2002, in the form of an objection.
 7. In accordance with Section 37-90-112(1) and Section 37-90-111(1)(g), CRS, the requested change of determination water right was advertised in The Gazette newspaper on February 14 and 21, 2002.
 8.
 - a. On March 14, 2002, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 02-GW-06. No other objection to the proposed change was received within the time limit set by statute.
 - b. Prior to a hearing in this case, the objector withdrew their objection to the application pursuant to a stipulation between the applicants and objector. By Order of the Commission Hearing Officer dated September 25, 2002, Case No. 02-GW-06 was dismissed and remanded to the Commission staff to take whatever administrative action it deemed necessary.
 9. In accordance with Section 37-90-111(1)(g), CRS, and the Designated Basin Rules, the Colorado Ground Water Commission finds that the proposed change of determination of water right will not cause material injury to the existing rights of other appropriators within the Upper Black Squirrel Creek Designated Ground Water Basin, subject to the conditions stated in the following Order.

ORDER

10. Now, therefore, it is ordered that the request for change of water right to change the allowed beneficial uses and place of use of ground water for Determination of Water Right No. 230-BD is approved, subject to the following conditions:
11. The use of ground water shall be limited to the following: municipal, irrigation, domestic, fire protection, livestock, commercial, industrial, and replacement purposes. Municipal use may only occur within the water services areas of the Woodmen Hills Metropolitan District, Meridian Ranch Metropolitan District, Meridian Service Metropolitan District, and the Cherokee Metropolitan District.
12. Place of use of ground water shall be limited to the following:
 - a) The applicants will deliver a portion of the ground water from these allocations to Woodmen Hills Metropolitan District and to Meridian Ranch Metropolitan District & Meridian Service Metropolitan District. The water will be used by each district within their respective water supply service area generally described as follows: Woodmen Hills Metropolitan District – Section 31 and part of Section 32, all in Township 12 South, Range 64 West of the 6th P.M., part of Section 6 and Section 7, all in Township 13 South, Range 64 West of the 6th P.M., part of Section 36, Township 12 South, Range 65 West of the 6th P.M., and part of Section 1, Township 13 South, Range 65 West of the 6th P.M.; Meridian Ranch Metropolitan District & Meridian Service Metropolitan District – Section 19, Section 20, part of Section 21, part of Section 28, part of Section 29, and Section 30, all in Township 12 South, Range 64 West of the 6th P.M. Such water will be delivered to these districts through the Cherokee Metropolitan District water supply system.
 - b) The applicants will directly transfer a portion of the ground water to the Cherokee Metropolitan District. This portion of water from the allocations will be used within the Cherokee Metropolitan District water service area located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin. No use of ground water from this district's portion of these allocations shall occur outside this basin.
13. Prior to the withdraw and use of this allocation of ground water, the well owner(s) shall provide an engineering accounting plan, acceptable to the Commission, that specifically demonstrates how the Cherokee Metropolitan District portion of the ground water will be limited in place of use to only this district's water service area located within the Upper Black Squirrel Creek Designated Ground Water Basin.
14. Commission approval of a replacement plan, providing for actual depletion to the alluvial aquifer of Black Squirrel Creek and adequate to prevent any material injury to existing water rights, is required prior to approval of well permits to withdraw ground water from the aquifer. Subject to approval by the Commission, any replacement plan shall require construction of an infiltration gallery or similar structure, acceptable to the Commission, to return the required amount of replacement ground water to the alluvial aquifer located within the W1/2 of Section 30, Township 12 South, Range 62 West of the 6th Principal Meridian.

15. Withdrawal of ground water from the aquifer by wells permitted under this determination shall require continuing compliance with the terms and conditions of the Commission approved replacement plan.
16. The Commission's Findings and Order of October 18, 2001, for Determination of Water Right No. 230-BD, is hereby amended to incorporate the above changes. All other terms and conditions in the Findings and Order for Determination of Water Right No. 230-BD shall remain in full force and effect.

Dated this 20th day of June, 2003.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission



By: _____
Richard Cooper
Physical Science Researcher Scientist
Designated Basins Branch

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO ALLOW THE APPROPRIATION OF GROUND WATER IN THE UPPER BLACK SQUIRREL CREEK DESIGNATED GROUND WATER BASIN.

APPLICANT: LATIGO INVESTMENTS, LP

AQUIFER: DAWSON

DETERMINATION NO.: 157-BD

Robert C. Balink El Paso Cty, CO

07/23/2003

03:46

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1 of 12



In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Latigo Investments, LP, (hereinafter "applicant") submitted an application for determination of water right to allow the appropriation of ground water from the Dawson Aquifer.

FINDINGS

1. The application was first filed on August 24, 1999, and was received complete by the Ground Water Commission on November 17, 1999.
2. The applicant proposes to appropriate ground water from the Dawson Aquifer (hereinafter "aquifer") underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian. According to a signed statement dated November 16, 1999, the applicant owns the 2650 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this property.
3. The proposed annual appropriation is the maximum allowable amount. Any wells permitted to divert ground water from the aquifer would have a maximum pumping rate of 150 g.p.m.
4. The land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Ground Water Commission has jurisdiction.
5. The applicant proposes to apply the appropriated ground water to the following beneficial uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies.
6. The replacement water requirement for withdrawal of ground water from the aquifer, underlying the 2650 acres of land claimed by the applicant, consists of two different requirements, which effectively divides the claimed land into two areas. These two areas are designated and described as follows:

\$60.00

Area A, 2466 acres described as the applicant's claimed land areas within Sections 19, 20 and 29 and 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian;

Area B, 184 acres described as the applicant's claimed land area within Section 21, Township 12 South, Range 64 West of the 6th Principal Meridian.

The amount of ground water in storage in the aquifer and a maximum annual amount available for appropriation will be determined specifically for the aquifer underlying each of the above two areas. The areas are further described in a map attached hereto as Exhibit B.

7. The quantity of water in the aquifer underlying the 2650 acres of land claimed by the applicant is as follows:

Area A = 86,310 acre-feet Area B = 5704 acre-feet

This determination was based on the following as specified in the Designated Basin Rules:

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 20 percent.

- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is as follows: Area A = 175 feet; Area B = 155 feet.

8. At this time, there is no substantial artificial recharge which would affect the aquifer within a one hundred year period.
9. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Colorado Ground Water Commission shall allocate ground water from the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum annual appropriation which could be allowed pursuant to the data in the paragraphs above for the 2650 acres claimed by the applicant is as follows:

Area A = 863 acre-feet Area B = 57 acre-feet

10. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
11. Based on analysis of data in the records of the State Engineer's office, in accordance with the Designated Basin Rules, it has been determined that the replacement water requirements for withdrawal of ground water from the aquifer underlying the subject land area are as follows:
 - a. Withdrawal of ground water from the aquifer underlying the land claimed by the applicant within Area A will, within one hundred years, deplete the alluvial aquifer or flow of a natural stream at an annual rate greater than one-tenth of one percent of the annual rate of

withdrawal and, therefore, the ground water is considered to be not-nontributary ground water. Withdrawal of water from the aquifer underlying the claimed land area would impact the alluvial aquifer of Black Squirrel Creek or its tributaries, which has been determined to be over-appropriated. Commission approval of a replacement plan, providing for actual depletion to the alluvial aquifer and adequate to prevent any material injury to existing water rights, would be required prior to approval of well permits for wells to be located within Area A to withdraw the allowed ground water from the aquifer.

b. Withdrawal of ground water from the aquifer underlying the land claimed by the applicant within Area B will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules.

12. A review of the records of the Ground Water Commission has disclosed that approval of the determination of water right would result in unreasonable impairment of existing water rights unless terms and conditions are included to prevent such injurious effect. The well permit number, rate of diversion, and other relevant data concerning such rights are set forth in the attached Exhibit C. To prevent material injury to such existing water rights, the quantity of water underlying the land owned and claimed by the applicant in Exhibit A which is considered unappropriated has been reduced as follows:

Area A – to 82,005 acre-feet, or a maximum annual amount of 820 acre-feet

Area B – to 3193 acre-feet, or a maximum annual amount of 31.9 acre-feet

This reduction was based on a calculation of the area necessary to provide a quantity of water underlying such an area as would be sufficient, for the persons entitled to divert water under existing rights, to divert the allowed maximum (average) annual amount of water from the aquifer for the minimum useful life of the aquifer (100 years). The effect of this calculation is to effectively reduce the land available for calculating the quantity of water underlying the land owned and claimed by the applicant to 2343 acres for Area A and 103 acres for Area B. Other than the above described existing rights, review of the records of the Commission finds no other previous appropriations or permitted withdrawals from the aquifer underlying the claimed land areas.

13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and subject to approval by the Commission.
14. On April 13, 2000, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting recommendations concerning this application. Written comments from the district were received on June 5, 2000, in the form of an objection to the application.
15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.

16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in The Gazette newspaper on April 27 and May 4, 2000.
17. a. On June 5, 2000, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 00-GW-02. No other objection to the proposed determination of water right was received within the time limit set by statute.

b. On August 11, 2000, the applicant and the objector entered into a stipulation whereby the objector withdrew its objection to the determination. By Order of the Commission Hearing Officer dated August 14, 2000, the application was referred back to the Commission Staff for issuance in conformance with applicable statutes and rules.
18. In order to prevent injury to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed appropriation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right and the issuance of well permits to construct wells to withdraw the authorized amount of water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, the Colorado Ground Water Commission orders that the application for determination of water right to allow the appropriation of ground water from the Dawson Aquifer underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

19. The allowed average annual amount of water to be withdrawn from the aquifer shall not exceed the following:

Area A = 820 acre-feet

Area B = 31.9 acre-feet

The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.

20. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual appropriation based on analysis of geophysical logs, water level information, or other site specific data if such analysis indicates that the initial estimate of the volume of water in storage was incorrect.

21. Replacement water requirements shall be as follows:

a. For the aquifer underlying the above described 2466 acres of Area A, Commission approval of a replacement plan, providing for actual depletion to the alluvial aquifer and adequate to prevent any material injury to existing water rights, is required prior to approval of well permits for wells to be located on this land area to withdraw ground water from the aquifer underlying this land area.

i. Upon withdrawal of the total allowed average annual amount of water underlying Area A in any calendar year, the allowed average annual amount of water underlying the above described Area B may be withdrawn through wells located on Area A if an adequate replacement plan is approved by the Commission.

b. For the aquifer underlying the above described 184 acres of Area B, no more than 98% of the ground water withdrawn annually by wells located on this land area shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

i. Upon withdrawal of the total allowed average annual amount of water underlying Area B in any calendar year, the allowed average annual amount of water underlying the above described Area A may be withdrawn from wells located on Area B if an adequate replacement plan is approved by the Commission.

22. The use of ground water from this appropriation shall be limited to the following uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies. The place of use shall be limited to the above described 2650 acre land area.

23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed lands are located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 2650 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated warranty deed which indicates the determination number, the aquifer, a description of the above described land area, the amount transferred, name of the recipient and the date of transfer.

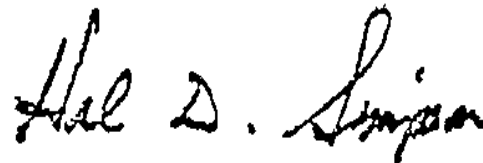
24. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:

a. The wells shall be located on the above described 2650 acre land area. Wells located within any one of the two described areas, designated Area A and Area B, shall only withdraw the allowed average annual amount of water determined for that area, as indicated in paragraph 19 of this Order, unless the following condition may be satisfied:

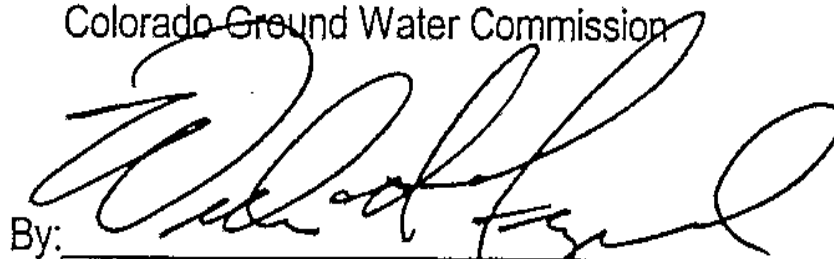
i. Subject to compliance with the provisions in paragraph 21 of this Order, water may be withdrawn from the aquifer underlying a contiguous claimed area where differing replacement water requirements have divided that area into two zones.

- b. The wells must be constructed to withdraw water from only the Dawson Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
- c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
- d. Each well shall be constructed within 200 feet of the location specified on the individual permit application and approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
- e. Subject to the provisions of paragraph 24.a of this Order, the wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
- f. The maximum pumping rate of each well shall not exceed 150 g.p.m.
- g. A totalizing flow meter shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.
- h. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. He shall take necessary means and precautions to preserve these markings.

Dated this 26TH day of MARCH, 2001.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: 
William H. Fronczak, P.E.
Supervisor - Designated Basins Branch

RECEIVED

NOV 17 1999

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

WATER RESOURCES
STATE ENGINEER
COLO.

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (We) Latigo Investments, L.P.

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 2650 acres in the County of El Paso, State of Colorado:

(INSERT PROPERTY LEGAL DESCRIPTION)


See attached legal description

and, that the ground water sought to be withdrawn from the ^{Dawson} ~~Latigo Fox Hills~~ aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

LATIGO INVESTMENTS, L.P.

By Latigo Holdings, Inc., Managing Partner


Paul K. Tchang, President

November 16, 1999

(Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word processing means. See additional instructions on back.

1313 SHERMAN ST RM 818 DENVER CO 80203 (303)866-3581

SCHEDULE A

Commitment No: FC39341B99

RECEIVED
NOV 17 1999

AUG 24 1999

WATER RESOURCES
STATE ENGINEER
COLO.

WATER RESOURCES
STATE ENGINEER
COLO.

1. Commitment Date: August 3, 1999 at 7:29 A.M.

2. Policy or Policies to be issued:

Policy Amount

(a) Owners Policy - Proposed Insured:

\$ TBD

To Be Determined

(b) Loan Policy - Proposed Insured:

\$ - 0 -

NONE

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

First American Title Insurance Company, a California Corporation, under Holding Agreement No. 87-01

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

PARCEL A:

The North one half and the North one half of the South one half of Section 19, and the Northwest one quarter of Section 20, all in Township 12 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado.

PARCEL B:

That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeast corner of the Northwest one quarter of --Continued

PREMIUM:

Owner's Policy \$ 195.00

08/11/99 08:27:55 kr MB1315

AUG 24 1999

STATE ENGINEER
COLORADO

said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees 01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 18 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning,
County of El Paso,
State of Colorado.

PARCEL C:

That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being

CONTINUED

Schedule

EXHIBIT A

ed

Order No. FC39341B99

Page 4 of 4

PAGE 4

AUG 24 1999

WITNESSED BY
SHERIFF
COLO

30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning,
County of El Paso,
State of Colorado.

(for informational purposes only) Vacant Land

5062 II SE
(EASTONVILLE)

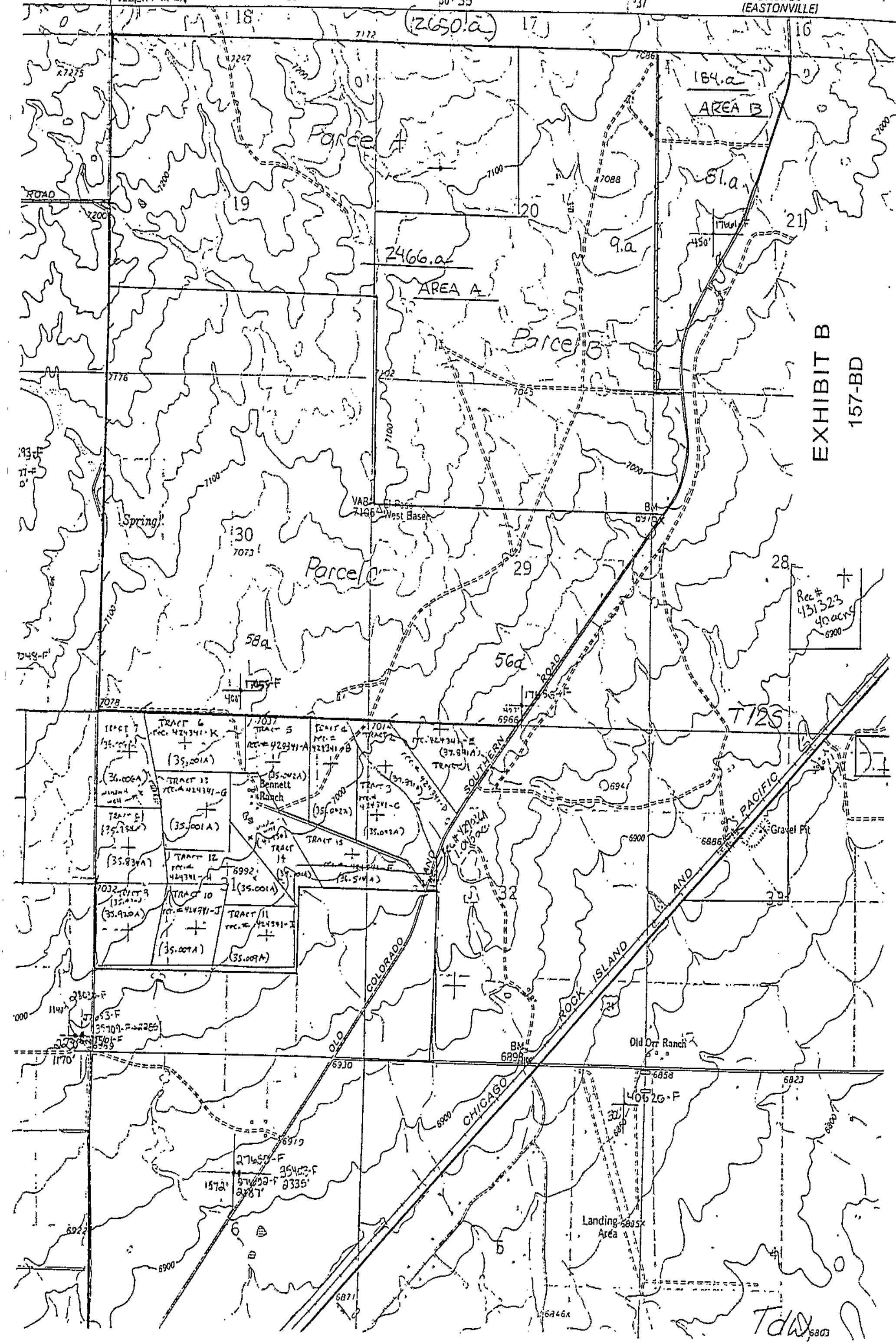


EXHIBIT C

157-BD

APPLICANT: LATIGO INVESTMENTS, LP

AQUIFER: DAWSON

AREA A

<u>WELL</u> <u>NUMBER</u>	<u>1/4</u>	<u>1/4</u>	<u>SEC</u>	<u>TWP</u>	<u>RNG</u>	<u>AF</u>	<u>ST</u>	<u>SY</u>	<u>RADIUS</u>	<u>AREA</u>
17655-F	SW	SE	30	12S	64W	24	275	20	1034	58
17656-F	SW	SE	29	12S	64W	70.4	255	20	1271	56
17661-F	NW	SW	21	12S	64W	40	145	20	1382	9

total = 123

AREA B

<u>WELL</u> <u>NUMBER</u>	<u>1/4</u>	<u>1/4</u>	<u>SEC</u>	<u>TWP</u>	<u>RNG</u>	<u>AF</u>	<u>ST</u>	<u>SY</u>	<u>RADIUS</u>	<u>AREA</u>
17661-F	NW	SW	21	12S	64W	40	145	20	1382	81

The cylinder protects the claimed appropriation for each well. Calculation of such a cylinder does not constitute staff clarification or Commission final determination of any water right associated with the well.

The amount of appropriation is based on the well owner's statements. The actual allowed permitted appropriation amount for the well may require more complete beneficial use data and is subject to verification by the Ground Water Commission and publication prior to issuance of a final permit.

Additionally, the wells with permit nos. 17655-F and 17656-F are completed to withdraw ground water from both the Denver and Dawson aquifers. The proportion of appropriation from each aquifer is based on the interval of the aquifer through which the well is completed.

WELL NUMBER = WELL PERMIT NUMBER OR WATER COURT CASE AND WELL NUMBER

AF = THE ANNUAL APPROPRIATION OF THE WELL IN ACRE-FEET

ST = THICKNESS OF THE SATURATED AQUIFER MATERIAL AT THE WELL LOCATION IN FEET

SY = SPECIFIC YIELD OF THE SATURATED AQUIFER MATERIAL AT THE WELL LOCATION AS A PERCENT

RADIUS = IS THE RADIUS OF THE CYLINDER OF APPROPRIATION IN FEET

AREA = THE AREA OF THE APPLICANTS' LAND THAT IS OVERLAPPED BY THE CYLINDER OF APPROPRIATION IN ACRES.

GTL Inc.
3575 Kenyon St.
San Diego, CA
92110

ROBERT C. "BOB" BALINK El Paso County, CO

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Rec \$26.00 1 of 5



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BARGAIN AND SALE DEED

LATIGO INVESTMENTS, L.P. whose address is 3575 Kenyon Street, San Diego, California, 92110, referred to herein as "Grantors", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sell, convey, and assign to MERIDIAN SERVICE METROPOLITAN DISTRICT ("Grantee"), whose address is c/o R.S. Wells LLC, 6399 Fiddlers Green Circle, Suite 102, Greenwood Village, CO 80111, its successors and assigns, for its own use and benefit, the following property located in El Paso, County, Colorado to wit:

1. Any and all rights to or to withdraw any water and ground water evidenced by or associated with the following:

a. Findings and Order of the Colorado Ground Water Commission, in the Matter of Application for Determination of Water Right to allow the Withdrawal of Ground Water in the Upper Black Squirrel Creek Designated Ground Water Basin, Determination No. 154-BD, dated March 26, 2001, as recorded in the real property records of El Paso County, Colorado on July 23, 2003 at reception number 203169466 related to water from the Laramie-Fox Hills Aquifer underlying the property described attached therein: and

b. Findings and Order of the Colorado Ground Water Commission, in the Matter of Application for Determination of Water Right to allow the Withdrawal of Ground Water in the Upper Black Squirrel Creek Designated Ground Water Basin, Determination No. 155-BD, dated March 26, 2001, as recorded in the real property records of El Paso County, Colorado on July 23, 2003 at reception number 203169465 related to water from the Arapahoe Aquifer underlying the property described attached therein: and

c. Findings and Order of the Colorado Ground Water Commission, in the Matter of Application for Determination of Water Right to allow the Withdrawal of Ground Water in the Upper Black Squirrel Creek Designated Ground Water Basin, Determination No. 156-BD, dated March 26, 2001, as recorded in the real property records of El Paso County, Colorado on July 23, 2003 at reception number 203169464 related to water from the Denver Aquifer underlying the property described attached therein: and

d. Findings and Order of the Colorado Ground Water Commission, in the Matter of Application for Determination of Water Right to allow the Withdrawal of Ground Water in the Upper Black Squirrel Creek Designated Ground Water Basin, Determination No. 157-BD, dated March 26, 2001, as recorded in the real property records of El Paso County, Colorado on July 23, 2003 at reception number 203169463 related to water from the Dawson Aquifer underlying the property described attached therein,

together with all appurtenances.

Signed this 10th day of March, 2005.

LATIGO INVESTMENTS, L.P.

By: Latigo Holdings, Inc. Managing Partner

Paul K. Tchang, President

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

On March 10, 2005 before me Susan E. Eubank, a Notary Public
in and for said State, personally appeared _____
Paul K. Tchang

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal,

Signature

SUSAN E. EUBANK
COMM. # 1394222
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
COMM. EXP. FEB. 13, 2007

SUSAN E. EUBANK
COMM. # 1394222
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
COMM. EXP. FEB. 13, 2007

AGE 34 1939

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WATER RESOURCES
STATE ENGINEER
COLO.

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

PARCEL A:

The North one half and the North one half of the South one half of Section 19,
and the Northwest one quarter of Section 20, all in Township 12 South, Range
64 West of the 6th P.M.,
County of El Paso,
State of Colorado.

PARCEL B:

That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West
of the 6th P.M., El Paso County, Colorado, more particularly described as
follows: Beginning at the Northeast corner of the Northwest one quarter of
--Continued

AUG 24 1999

WAIVER OF RIGHTS
STATE OF COLORADO

said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees 01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 18 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning,

County of El Paso,
State of Colorado.

PARCEL C:

That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being

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Order No. FC39341B99

AUG 24 1999

30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning,
County of El Paso,
State of Colorado.

WATER RESOURCES
STATE ENGINEER
2010

(for informational purposes only) Vacant Land

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO
ALLOW THE APPROPRIATION OF GROUND WATER IN THE UPPER BLACK SQUIRREL
CREEK DESIGNATED GROUND WATER BASIN.

APPLICANT: LATIGO INVESTMENTS, LP

AQUIFER: DENVER

DETERMINATION NO.: 156-BD

Robert C. Balink El Paso Cty, CO

07/23/2003

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\$50.00

1 of 10



In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Latigo Investments, LP, (hereinafter "applicant") submitted an application for determination of water right to allow the appropriation of ground water from the Denver Aquifer.

\$50.00

FINDINGS

1. The application was first filed on August 24, 1999, and was received complete by the Ground Water Commission on November 17, 1999.
2. The applicant proposes to appropriate ground water from the Denver Aquifer (hereinafter "aquifer") underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian. According to a signed statement dated November 16, 1999, the applicant owns the 2650 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this property.
3. The proposed annual appropriation is the maximum allowable amount. Any wells permitted to divert ground water from the aquifer would have a maximum pumping rate of 150 g.p.m.
4. The land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Ground Water Commission has jurisdiction.
5. The applicant proposes to apply the appropriated ground water to the following beneficial uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies.
6. The quantity of water in the aquifer underlying the 2650 acres of land claimed by the applicant is 119,382 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 17 percent.
- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 265 feet.
7. At this time, there is no substantial artificial recharge which would affect the aquifer within a one hundred year period.
8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Colorado Ground Water Commission shall allocate ground water from the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum annual appropriation which could be allowed pursuant to the data in the paragraphs above for the 2650 acres claimed by the applicant is 1194 acre-feet.
9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
10. Based on analysis of data in the records of the State Engineer's office, in accordance with the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the land claimed by the applicant will, within one hundred years, deplete the alluvial aquifer or flow of a natural stream at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is considered to be not-nontributary ground water. Also, the location of the land claimed by the applicant is further than one mile from the aquifer contact with the alluvium. The Designated Basin Rules require that at least four percent (4%) of the amount of water withdrawn annually must be returned to the uppermost aquifer in the vicinity of the permitted point or points of withdrawal.
11. A review of the records of the Ground Water Commission has disclosed that approval of the determination of water right would result in unreasonable impairment of existing water rights unless terms and conditions are included to prevent such injurious effect. The well permit number, rate of diversion, and other relevant data concerning such rights are set forth in the attached Exhibit B. To prevent material injury to such existing water rights, the quantity of water underlying the land owned and claimed by the applicant in Exhibit A which is considered unappropriated has been reduced to 117,084 acre-feet or a maximum annual amount of 1171 acre-feet. This reduction was based on a calculation of the area necessary to provide a quantity of water underlying such an area as would be sufficient, for the persons entitled to divert water under existing rights, to divert the allowed maximum (average) annual amount of water from the aquifer for the minimum useful life of the aquifer (100 years). The effect of this calculation is to effectively reduce the land available for calculating the quantity of water underlying the land owned and claimed by the applicant to 2599 acres. Other than the above described existing rights, review of the records of the Commission finds no other previous appropriations or permitted withdrawals from the aquifer underlying the claimed land areas.

12. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and subject to approval by the Commission.
13. On April 13, 2000, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting recommendations concerning this application. Written comments from the district were received on June 5, 2000, in the form of an objection to the application.
14. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
15. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in The Gazette newspaper on April 27 and May 4, 2000.
16.
 - a. On June 5, 2000, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 00-GW-02. No other objection to the proposed determination of water right was received within the time limit set by statute.
 - b. On August 11, 2000, the applicant and the objector entered into a stipulation whereby the objector withdrew its objection to the determination. By Order of the Commission Hearing Officer dated August 14, 2000, the application was referred back to the Commission Staff for issuance in conformance with applicable statutes and rules.
17. In order to prevent injury to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed appropriation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right and the issuance of well permits to construct wells to withdraw the authorized amount of water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, the Colorado Ground Water Commission orders that the application for determination of water right to allow the appropriation of ground water from the Denver Aquifer underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

18. The allowed average annual amount of water to be withdrawn from the aquifer shall not exceed 1171 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
19. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual appropriation based on analysis of geophysical logs or other site specific data if such analysis indicates that the initial estimate of the volume of water in storage was incorrect.
20. At least four percent (4%) of the amount of water withdrawn annually must be returned to the uppermost aquifer in the vicinity of the permitted point or points of withdrawal.
21. The use of ground water from this appropriation shall be limited to the following uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies. The place of use shall be limited to the above described 2650 acre land area.
22. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed lands are located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 2650 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated warranty deed which indicates the determination number, the aquifer, a description of the above described land area, the amount transferred, name of the recipient and the date of transfer.
23. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
 - a. The wells shall be located on the above described 2650 acre land area.
 - b. The wells must be constructed to withdraw water from only the Denver Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the individual permit application and approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.

e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.

f. The maximum pumping rate of each well shall not exceed 150 g.p.m.

g. A totalizing flow meter shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.

h. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. He shall take necessary means and precautions to preserve these markings.

Dated this 26TH day of MARCH, 2001.

Hal D. Simpson

Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: *William H. Fronczak*

William H. Fronczak, P.E.
Supervisor - Designated Basins Branch

Prepared by: RAC

FIND-320

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

NOV 17 1999

WATER RESOURCES
STATE ENGINEER
COLO.NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENTI (We) Latigo Investments, L.P.

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property
consisting of 2650 acres in the County of El Paso, State of Colorado:

(INSERT PROPERTY LEGAL DESCRIPTION)


See attached legal description

Denver

and, that the ground water sought to be withdrawn from the ~~Laramie~~ Fox Hills aquifer underlying the
above-described land has not been conveyed or reserved to another, nor has consent been given to
its withdrawal by another.Further, I (we) claim and say that I (we) have read the statements made herein; know the contents
hereof; and that the same are true to my (our) own knowledge.

LATIGO INVESTMENTS, L.P.

By Latigo Holdings, Inc., Managing Partner


Paul K. Tchang, President

November 16, 1999

(Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word
processing means. See additional instructions on back.

1313 SHERMAN ST RM 818 DENVER CO 80203 (303)866-3581

FIRST AMERICAN HERIT. 3
5825 Delmonico Drive #350 • Colorado Springs, CO

EXHIBIT A

1528

Page 2 of 4

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SCHEDULE A

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WATER RESOURCES
STATE ENGINEER
COLO.

NOV 17 1999

Commitment No: FC39341B99

1. Commitment Date: August 3, 1999 at 7:29 A.M.

2. Policy or Policies to be issued:

Policy Amount

(a) Owners Policy - Proposed Insured:

\$ TBD

To Be Determined

(b) Loan Policy - Proposed Insured:

\$ - 0 -

NONE

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

First American Title Insurance Company, a California Corporation, under Holding Agreement No. 87-01

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

PARCEL A:

The North one half and the North one half of the South one half of Section 19, and the Northwest one quarter of Section 20, all in Township 12 South, Range 64 West of the 6th P.M.,
County of El Paso,
State of Colorado.

PARCEL B:

That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeast corner of the Northwest one quarter of
--Continued

PREMIUM:

Owner's Policy \$ 195.00

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STATE OF COLORADO
CCLD

said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees 01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 18 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning,
County of El Paso,
State of Colorado.

PARCEL C:

That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being

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EXHIBIT A

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Order No. FC39341B99

Page 4 of 4

AUG 24 1999

30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning,
County of El Paso,
State of Colorado.

(for informational purposes only) Vacant Land

EXHIBIT B

156-BD

APPLICANT: LATIGO INVESTMENTS, LP

AQUIFER: DENVER

<u>WELL NUMBER</u>	<u>1/4</u>	<u>1/4</u>	<u>SEC</u>	<u>TWP</u>	<u>RNG</u>	<u>AF</u>	<u>ST</u>	<u>SY</u>	<u>RADIUS</u>	<u>AREA</u>
17655-F	SW	SE	30	12S	64W	24	275	17	2670	5
17656-F	SW	SE	29	12S	64W	70.4	255	17	1132	46

The cylinder protects the claimed appropriation for each well. Calculation of such a cylinder does not constitute staff clarification or Commission final determination of any water right associated with the well.

The amount of appropriation is based on the well owner's statements. The actual allowed permitted appropriation amount for the well may require more complete beneficial use data and is subject to verification by the Ground Water Commission and publication prior to issuance of a final permit.

Additionally, each of these wells is completed to withdraw ground water from both the Denver and Dawson aquifers. The proportion of appropriation from each aquifer is based on the interval of the aquifer through which the well is completed.

WELL NUMBER = WELL PERMIT NUMBER OR WATER COURT CASE AND WELL NUMBER

AF = THE ANNUAL APPROPRIATION OF THE WELL IN ACRE-FEET

ST = THICKNESS OF THE SATURATED AQUIFER MATERIAL AT THE WELL LOCATION IN FEET

SY = SPECIFIC YIELD OF THE SATURATED AQUIFER MATERIAL AT THE WELL LOCATION AS A PERCENT

RADIUS = IS THE RADIUS OF THE CYLINDER OF APPROPRIATION IN FEET

AREA = THE AREA OF THE APPLICANTS' LAND THAT IS OVERLAPPED BY THE CYLINDER OF APPROPRIATION IN ACRES.

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO
ALLOW THE APPROPRIATION OF GROUND WATER IN THE UPPER BLACK SQUIRREL
CREEK DESIGNATED GROUND WATER BASIN.

APPLICANT: LATIGO INVESTMENTS, LP

AQUIFER: ARAPAHOE

DETERMINATION NO.: 155-BD

Robert C. Balink El Paso Cty, CO

07/23/2003

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1 of 10



In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Latigo Investments, LP, (hereinafter "applicant") submitted an application for determination of water right to allow the appropriation of ground water from the Arapahoe Aquifer.

FINDINGS

\$50.00

1. The application was first filed on August 24, 1999, and was received complete by the Ground Water Commission on November 17, 1999.
2. The applicant proposes to appropriate ground water from the Arapahoe Aquifer (hereinafter "aquifer") underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian. According to a signed statement dated November 16, 1999, the applicant owns the 2650 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this property.
3. The proposed annual appropriation is the maximum allowable amount. Any wells permitted to divert ground water from the aquifer would have a maximum pumping rate of 150 g.p.m.
4. The land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Ground Water Commission has jurisdiction.
5. The applicant proposes to apply the appropriated ground water to the following beneficial uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies.
6. The quantity of water in the aquifer underlying the 2650 acres of land claimed by the applicant is 94,605 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 17 percent.
- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 210 feet.
7. At this time, there is no substantial artificial recharge which would affect the aquifer within a one hundred year period.
8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Colorado Ground Water Commission shall allocate ground water from the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum annual appropriation which could be allowed pursuant to the data in the paragraphs above for the 2650 acres claimed by the applicant is 946 acre-feet.
9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
10. Withdrawal of ground water from the aquifer underlying the land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules.
11. A review of the records of the Ground Water Commission has disclosed that approval of the determination of water right would result in unreasonable impairment of existing water rights unless terms and conditions are included to prevent such injurious effect. The well permit number, rate of diversion, and other relevant data concerning such rights are set forth in the attached Exhibit B. To prevent material injury to such existing water rights, the quantity of water underlying the land owned and claimed by the applicant in Exhibit A which is considered unappropriated has been reduced to 94,212 acre-feet or a maximum annual amount of 942 acre-feet. This reduction was based on a calculation of the area necessary to provide a quantity of water underlying such an area as would be sufficient, for the persons entitled to divert water under existing rights, to divert the allowed maximum (average) annual amount of water from the aquifer for the minimum useful life of the aquifer (100 years). The effect of this calculation is to effectively reduce the land available for calculating the quantity of water underlying the land owned and claimed by the applicant to 2639 acres. Other than the above described existing rights, review of the records of the Commission finds no other previous appropriations or permitted withdrawals from the aquifer underlying the claimed land areas.
12. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and subject to approval by the Commission.

13. On April 13, 2000, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting recommendations concerning this application. Written comments from the district were received on June 5, 2000, in the form of an objection to the application.
14. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
15. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in The Gazette newspaper on April 27 and May 4, 2000.
16. a. On June 5, 2000, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 00-GW-02. No other objection to the proposed determination of water right was received within the time limit set by statute.

b. On August 11, 2000, the applicant and the objector entered into a stipulation whereby the objector withdrew its objection to the determination. By Order of the Commission Hearing Officer dated August 14, 2000, the application was referred back to the Commission Staff for issuance in conformance with applicable statutes and rules.
17. In order to prevent injury to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed appropriation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right and the issuance of well permits to construct wells to withdraw the authorized amount of water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, the Colorado Ground Water Commission orders that the application for determination of water right to allow the appropriation of ground water from the Arapahoe Aquifer underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

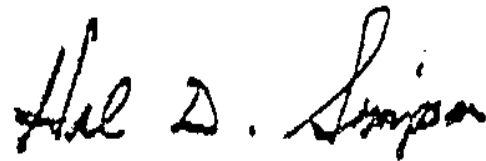
18. The allowed average annual amount of water to be withdrawn from the aquifer shall not exceed 942 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.

19. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual appropriation based on analysis of geophysical logs or other site specific data if such analysis indicates that the initial estimate of the volume of water in storage was incorrect.
20. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
21. The use of ground water from this appropriation shall be limited to the following uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies. The place of use shall be limited to the above described 2650 acre land area.
22. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed lands are located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 2650 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated warranty deed which indicates the determination number, the aquifer, a description of the above described land area, the amount transferred, name of the recipient and the date of transfer.
23. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
 - a. The wells shall be located on the above described 2650 acre land area.
 - b. The wells must be constructed to withdraw water from only the Arapahoe Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the individual permit application and approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
 - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
 - f. The maximum pumping rate of each well shall not exceed 150 g.p.m.

g. A totalizing flow meter shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.

h. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. He shall take necessary means and precautions to preserve these markings.

Dated this 26TH day of MARCH, 2001.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: 

William H. Fronczak, P.E.
Supervisor - Designated Basins Branch

Prepared by: RAC

FIND-319

EXHIBIT A

Page 1 of 4

GWS-1 (Rev. August 1998)

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

NOV 17 1999

WATER RESOURCES
STATE ENGINEER
COLO.

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (We) Latigo Investments, L.P.

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property
consisting of 2650 acres in the County of El Paso, State of Colorado:

(INSERT PROPERTY LEGAL DESCRIPTION)

See attached legal description

and, that the ground water sought to be withdrawn from the ^{Arapahoe}~~Laramie~~ ~~Fox Hills~~ aquifer underlying the
above-described land has not been conveyed or reserved to another, nor has consent been given to
its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents
hereof; and that the same are true to my (our) own knowledge.

LATIGO INVESTMENTS, L.P.

By Latigo Holdings, Inc., Managing Partner


Paul K. Tchang, President

November 16, 1999

(Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word
processing means. See additional instructions on back.

1313 SHERMAN ST RM 818 DENVER CO 80203 (303)866-3581

SCHEDULE A

Commitment No: FC39341B99

NOV 17 1999

WATER RESOURCES
STATE ENGINEER
COLO.

1. Commitment Date: August 3, 1999 at 7:29 A.M.

2. Policy or Policies to be issued:

Policy Amount

(a) Owners Policy - Proposed Insured:

\$ TBD

To Be Determined

(b) Loan Policy - Proposed Insured:

\$ - 0 -

NONE

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

First American Title Insurance Company, a California Corporation, under Holding Agreement No. 87-01

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

PARCEL A:

The North one half and the North one half of the South one half of Section 19, and the Northwest one quarter of Section 20, all in Township 12 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado.

PARCEL B:

That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeast corner of the Northwest one quarter of --Continued

PREMIUM:

Owner's Policy \$ 195.00

08/11/99 08:27:55 kr MB1315

Order No. FC39341B99

AUG 24 1999

WATER RIGHTS
STATE ENGINEER
1115

said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees 01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 18 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning,

County of El Paso,
State of Colorado.

PARCEL C:

That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being

CONTINUED

EXHIBIT A

File# FC39341B99

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Page 4 of 4

Order No. FC39341B99

AUG 24 1999

30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning,
County of El Paso,
State of Colorado.

(for informational purposes only) Vacant Land

EXHIBIT B

155-BD

APPLICANT: LATIGO INVESTMENTS, LP

AQUIFER: ARAPAHOE

<u>WELL</u> <u>NUMBER</u>	<u>1/4</u>	<u>1/4</u>	<u>SEC</u>	<u>TWP</u>	<u>RNG</u>	<u>AF</u>	<u>ST</u>	<u>SY</u>	<u>RADIUS</u>	<u>AREA</u>
17048-F	SW	SE	25	12S	65W	242	215	17	2235	11

The cylinder protects the claimed appropriation for the well. Calculation of such a cylinder does not constitute staff clarification or Commission final determination of any water right associated with the well.

The amount of appropriation is based on the well owner's statements. The actual allowed permitted appropriation amount for the well may require more complete beneficial use data and is subject to verification by the Ground Water Commission and publication prior to issuance of a final permit.

Additionally, the well is completed to withdraw ground water from both the Denver and Arapahoe aquifers. The proportion of appropriation from each aquifer is based on the interval of the aquifer through which the well is completed.

WELL NUMBER = WELL PERMIT NUMBER OR WATER COURT CASE AND WELL NUMBER

AF = THE ANNUAL APPROPRIATION OF THE WELL IN ACRE-FEET

ST = THICKNESS OF THE SATURATED AQUIFER MATERIAL AT THE WELL LOCATION IN FEET

SY = SPECIFIC YIELD OF THE SATURATED AQUIFER MATERIAL AT THE WELL LOCATION AS A PERCENT

RADIUS = IS THE RADIUS OF THE CYLINDER OF APPROPRIATION IN FEET

AREA = THE AREA OF THE APPLICANTS' LAND THAT IS OVERLAPPED BY THE CYLINDER OF APPROPRIATION IN ACRES.

COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO
ALLOW THE APPROPRIATION OF GROUND WATER IN THE UPPER BLACK SQUIRREL
CREEK DESIGNATED GROUND WATER BASIN.

APPLICANT: LATIGO INVESTMENTS, LP

AQUIFER: LARAMIE-FOX HILLS

DETERMINATION NO.: 154-BD

Robert C. Balink El Paso Cty, CO

07/23/2003

03:46

203169466

Doc \$0.00

Page

Rec \$45.00

1 of 9



In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Latigo Investments, LP, (hereinafter "applicant") submitted an application for determination of water right to allow the appropriation of ground water from the Laramie-Fox Hills Aquifer.

FINDINGS

\$45.00

1. The application was first filed on August 24, 1999, and was received complete by the Ground Water Commission on November 17, 1999.
2. The applicant proposes to appropriate ground water from the Laramie-Fox Hills Aquifer (hereinafter "aquifer") underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian. According to a signed statement dated November 16, 1999, the applicant owns the 2650 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this property.
3. The proposed annual appropriation is the maximum allowable amount. Any wells permitted to divert ground water from the aquifer would have a maximum pumping rate of 150 g.p.m.
4. The land area overlying the ground water claimed by the applicant is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District. The Ground Water Commission has jurisdiction.
5. The applicant proposes to apply the appropriated ground water to the following beneficial uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies.
6. The quantity of water in the aquifer underlying the 2650 acres of land claimed by the applicant is 75,525 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 15 percent.
- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 190 feet.
7. At this time, there is no substantial artificial recharge which would affect the aquifer within a one hundred year period.
8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Colorado Ground Water Commission shall allocate ground water from the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum annual appropriation which could be allowed pursuant to the data in the paragraphs above for the 2650 acres claimed by the applicant is 755 acre-feet.
9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
10. Withdrawal of ground water from the aquifer underlying the land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules.
11. A review of the records of the Ground Water Commission has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously appropriated or permitted for withdrawal.
12. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and subject to approval by the Commission.
13. On April 13, 2000, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting recommendations concerning this application. Written comments from the district were received on June 5, 2000, in the form of an objection to the application.
14. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
15. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in The Gazette newspaper on April 27 and May 4, 2000.

16. a. On June 5, 2000, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 00-GW-02. No other objection to the proposed determination of water right was received within the time limit set by statute.

b. On August 11, 2000, the applicant and the objector entered into a stipulation whereby the objector withdrew its objection to the determination. By Order of the Commission Hearing Officer dated August 14, 2000, the application was referred back to the Commission Staff for issuance in conformance with applicable statutes and rules.
17. In order to prevent injury to the existing water rights of others within the Upper Black Squirrel Creek Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed appropriation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right and the issuance of well permits to construct wells to withdraw the authorized amount of water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, the Colorado Ground Water Commission orders that the application for determination of water right to allow the appropriation of ground water from the Laramie-Fox Hills Aquifer underlying 2650 acres generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian, is approved subject to the following conditions:

18. The allowed average annual amount of water to be withdrawn from the aquifer shall not exceed 755 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
19. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual appropriation based on analysis of geophysical logs or other site specific data if such analysis indicates that the initial estimate of the volume of water in storage was incorrect.
20. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

21. The use of ground water from this appropriation shall be limited to the following uses: central water system for domestic, irrigation, livestock watering, commercial purposes, and replacement supplies. The place of use shall be limited to the above described 2650 acre land area.
22. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed lands are located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 2650 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated warranty deed which indicates the determination number, the aquifer, a description of the above described land area, the amount transferred, name of the recipient and the date of transfer.
23. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
 - a. The wells shall be located on the above described 2650 acre land area.
 - b. The wells must be constructed to withdraw water from only the Laramie-Fox Hills Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the individual permit application and approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
 - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
 - f. The maximum pumping rate of each well shall not exceed 150 g.p.m.
 - g. A totalizing flow meter shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon their request.

h. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. He shall take necessary means and precautions to preserve these markings.

Dated this 26TH day of MARCH, 2001.

Hal D. Simpson

Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: *William H. Fronczak*

William H. Fronczak, P.E.
Supervisor - Designated Basins Branch

Prepared by: RAC

FIND-318

EXHIBIT A

GWS-1 (Rev. August 1998)

Page 1 of 4

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STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

NOV 17 1999

WATER RESOURCES
STATE ENGINEER
COLO.

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (We) Latigo Investments, L.P.

(Name)

claim and say that I (we) am (are) the owner(s) of the following described property
consisting of 2650 acres in the County of El Paso, State of Colorado:

(INSERT PROPERTY LEGAL DESCRIPTION)


See attached legal description

and, that the ground water sought to be withdrawn from the Laramie Fox Hills aquifer underlying the
above-described land has not been conveyed or reserved to another, nor has consent been given to
its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents
hereof; and that the same are true to my (our) own knowledge.

LATIGO INVESTMENTS, L.P.

By Latigo Holdings, Inc., Managing Partner


Paul K. Tchang, President

November 16, 1999

(Date)

INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word
processing means. See additional instructions on back.

1313 SHERMAN ST RM 818 DENVER CO 80203 (303)866-3581

SCHEDULE A

AUG 24 1999

NOV 17 1999

WATER RESOURCES
STATE ENGINEER
COLO.

WATER RESOURCES
STATE ENGINEER
COLO.

Commitment No: FC39341B99

1. Commitment Date: August 3, 1999 at 7:29 A.M.

2. Policy or Policies to be issued:

Policy Amount

(a) Owners Policy - Proposed Insured:

\$ TBD

To Be Determined

(b) Loan Policy - Proposed Insured:

\$ - 0 -

NONE

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

First American Title Insurance Company, a California Corporation, under Holding Agreement No. 87-01

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

PARCEL A:

The North one half and the North one half of the South one half of Section 19, and the Northwest one quarter of Section 20, all in Township 12 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado.

PARCEL B:

That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeast corner of the Northwest one quarter of --Continued

PREMIUM:

Owner's Policy \$ 195.00

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said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees 01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 18 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning,
County of El Paso,
State of Colorado.

PARCEL C:

That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being

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EXHIBIT A

file # FC39341B99

Schedule

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Order No. FC39341B99

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WATER RESOURCES
STATE ENGINEER
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30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning,
County of El Paso,
State of Colorado.

(for informational purposes only) Vacant Land

RESOLUTION NO. 04-29

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Huffman moved adoption of the following Resolution:


WHEREAS, Meridian Ranch Investments, Inc., did file a petition with the Planning Department of El Paso County to Amend the Overall PUD Development Plan of Meridian Ranch by modifying Note #4 of said Development Plan for the Overall PUD approved by the Board of County Commissioners of El Paso County, Colorado ("Board") on November 16, 2000, to allow transfer of density within future Meridian Ranch phases; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on November 18, 2003, upon which date the Planning Commission did by formal resolution recommend approval of the subject Amendment to the Overall PUD Development Plan with conditions and notation; and

WHEREAS, a public hearing was held by this Board on January 22, 2004; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed PUD (Planned Unit Development) District zoning is in general conformity with the Master Plan for El Paso County, Colorado, or the applicable comprehensive plan or any amendments thereto.
4. The proposed land use will be compatible with existing and permitted land uses in the surrounding area and will be in harmony and responsive with the character of the surrounding area.

Robert C. Balink El Paso Cty, CO		204019135	
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5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.
6. A need for development has been demonstrated.
7. The proposed development will not have a negative effect upon the existing and future development of the surrounding area.
8. The proposed PUD (Planned Unit Development) District zoning will achieve and advance the stated purposes set forth in Section 16 of the El Paso County Land Development Code.
9. The existing and proposed public services and facilities are adequate for the proposed development, and the proposed public services and facilities will be timely provided.
10. The existing and proposed internal/external transportation network is suitable and adequate to carry the anticipated traffic generated by the proposed development, and the proposed transportation network improvements will be timely provided.
11. For the above-stated and other reasons, the proposed Zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Meridian Ranch Investments, Inc., for an amendment to the Overall PUD Development Plan of Meridian Ranch to modify Note #4 of the Development Plan for the Overall PUD approved by the Board on November 16, 2000, to allow transfer of density within future Meridian Ranch phases for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions shall be placed upon this approval:

CONDITIONS:

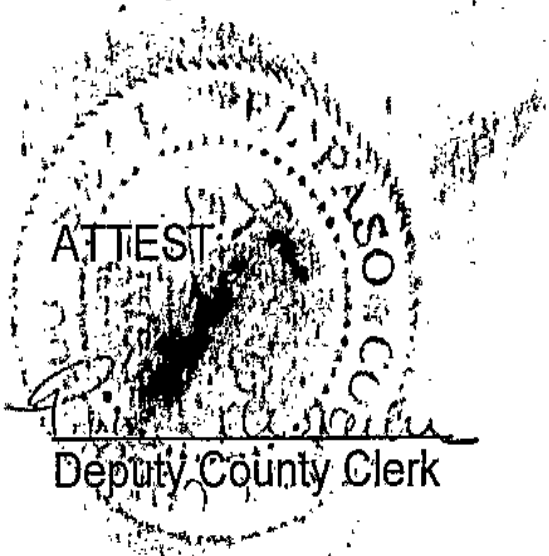
1. Development of the property shall be in accordance with this Overall PUD Development Plan. All subsequent Development Plans submitted and processed shall be consistent with the overall PUD Development Plan. Minor modifications may be made subject to the limitations contained in Section 16, paragraph Q. of the El Paso County Land Development Code.
2. The overall density cap of three thousand two hundred sixty-six (3,266) residential units shall be applied to this project.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 22nd day of January 2004, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST


Deputy County Clerk

By


Chairman

Commissioner Williams seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 04-29
EXHIBIT A

PARCEL A: The North one half and the North one half of the South one half of Section 19, and the Northwest one quarter of Section 20, all in Township 12 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado.

PARCEL B: That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeast corner of the Northwest one quarter of said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees.01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 15 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning, County of El Paso, State of Colorado.

PARCEL C: That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 19,

Resolution No. 04-29

EXHIBIT A

Page 2

1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning, County.

RESOLUTION NO. 04-30

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Huffman moved adoption of the following Resolution:

WHEREAS, Meridian Ranch Investments, Inc., did file a petition with the Planning Department of El Paso County to Rezone the herein described property in El Paso County from the PUD (Planned Unit Development) Zone District to a more specific PUD District with a Site Specific Development Plan; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on November 18, 2003, upon which date the Planning Commission did by formal resolution recommend approval of the subject Zone change petition with conditions and notation; and

WHEREAS, a public hearing was held by this Board on January 22, 2004; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed PUD (Planned Unit Development) District zoning is in general conformity with the Master Plan for El Paso County, Colorado, or the applicable comprehensive plan or any amendments thereto.
4. The proposed land use will be compatible with existing and permitted land uses in the surrounding area and will be in harmony and responsive with the character of the surrounding area.
5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.

Robert C. Balink El Paso Cty, CO

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6. A need for development has been demonstrated.
7. The proposed development will not have a negative effect upon the existing and future development of the surrounding area.
8. The proposed PUD (Planned Unit Development) District zoning will achieve and advance the stated purposes set forth in Section 16 of the El Paso County Land Development Code.
9. The existing and proposed public services and facilities are adequate for the proposed development, and the proposed public services and facilities will be timely provided.
10. The existing and proposed internal/external transportation network is suitable and adequate to carry the anticipated traffic generated by the proposed development, and the proposed transportation network improvements will be timely provided.
11. For the above-stated and other reasons, the proposed Zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Meridian Ranch Investments, Inc., for a Zone change from the PUD (Planned Unit Development) Zone District to a more specific PUD District with a Site Specific Development Plan for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions shall be placed upon this approval:

CONDITIONS:

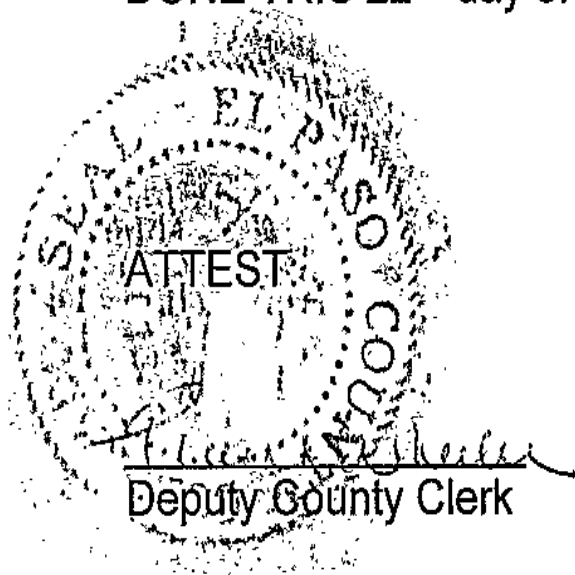
1. Development of the property shall be in accordance with overall PUD Development Plan approval. Minor modifications may be subject to the limitations contained in Section 16, paragraph Q. of the El Paso County Land Development Code.
2. Phase II shall be limited to a total maximum density cap of 842 dwelling units.

3. The rezoning request and Preliminary Plan shall be processed concurrently.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 22nd day of January 2004, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO



By Clueck Bunn
Chairman

Commissioner Williams seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 04-30
EXHIBIT A

A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19, 20, 29 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MERIDIAN RANCH FILING NO. 1 AS RECORDED AT RECEPTION NO. 202156316 OF THE RECORDS OF SAID EL PASO COUNTY, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS S00°14'15"W A DISTANCE OF 7866.90 FEET;

1. THENCE N00°00'59"E A DISTANCE OF 2718.77 FEET;
2. THENCE S89°18'12"E A DISTANCE OF 2561.83 FEET;
3. THENCE S01°07'36"E A DISTANCE OF 743.05 FEET;
4. THENCE S32°49'15"E A DISTANCE OF 243.82 FEET;
5. THENCE S26°06'17"E A DISTANCE OF 69.05 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 04°20'00", AN ARC LENGTH OF 35.55 FEET, WHOSE LONG CHORD BEARS S61°43'43"W A DISTANCE OF 35.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
7. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 06°07'00", AN ARC LENGTH OF 67.26 FEET, WHOSE LONG CHORD BEARS S62°37'13"W A DISTANCE OF 67.22 FEET;
8. THENCE S19°06'14"E A DISTANCE OF 95.20 FEET;
9. THENCE S07°18'36"E A DISTANCE OF 369.72 FEET;
10. THENCE S12°01'06"E A DISTANCE OF 369.60 FEET;
11. THENCE S05°36'47"W A DISTANCE OF 317.98 FEET;
12. THENCE S84°23'13"E A DISTANCE OF 184.53 FEET;
13. THENCE S05°36'47"W A DISTANCE OF 360.00 FEET;
14. THENCE S84°23'13"E A DISTANCE OF 296.89 FEET TO A POINT OF CURVE TO THE LEFT;
15. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1440.00 FEET, A DELTA ANGLE OF 23°10'54", AN ARC LENGTH OF 582.62 FEET, WHOSE LONG CHORD BEARS N84°01'21"E A DISTANCE OF 578.65 FEET;
16. THENCE N72°25'54"E A DISTANCE OF 667.45 FEET TO A POINT OF CURVE TO THE RIGHT;
17. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 3360.00 FEET, A DELTA ANGLE OF 15°59'39", AN ARC LENGTH OF 937.95 FEET, WHOSE LONG CHORD BEARS N80°25'43"E A DISTANCE OF 934.91 FEET;
18. THENCE S02°25'18"E A DISTANCE OF 120.01 FEET;
19. THENCE S02°04'24"E A DISTANCE OF 25.92 FEET TO A POINT OF CURVE TO THE RIGHT;
20. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 23°51'38", AN ARC LENGTH OF 262.36 FEET, WHOSE LONG CHORD BEARS S09°51'25"W A DISTANCE OF 260.47 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

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EXHIBIT A

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21. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE LEFT WITH A RADIUS OF 1970.00 FEET, A DELTA ANGLE OF $01^{\circ}58'40''$, AN ARC LENGTH OF 68.00 FEET, WHOSE LONG CHORD BEARS $S20^{\circ}47'54''W$ A DISTANCE OF 68.00 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
22. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET, A DELTA ANGLE OF $09^{\circ}46'37''$, AN ARC LENGTH OF 56.31 FEET, WHOSE LONG CHORD BEARS $S24^{\circ}41'53''W$ A DISTANCE OF 56.24 FEET;
23. THENCE $S12^{\circ}05'09''E$ A DISTANCE OF 254.83 FEET;
24. THENCE $S02^{\circ}57'02''W$ A DISTANCE OF 225.64 FEET;
25. THENCE $S03^{\circ}48'45''E$ A DISTANCE OF 426.49 FEET;
26. THENCE $S20^{\circ}01'35''E$ A DISTANCE OF 196.99 FEET;
27. THENCE $S17^{\circ}12'24''E$ A DISTANCE OF 191.90 FEET;
28. THENCE $S72^{\circ}47'36''W$ A DISTANCE OF 49.85 FEET;
29. THENCE $S17^{\circ}12'24''E$ A DISTANCE OF 137.00 FEET;
30. THENCE $S18^{\circ}13'42''E$ A DISTANCE OF 63.21 FEET;
31. THENCE $S25^{\circ}10'59''E$ A DISTANCE OF 61.53 FEET;
32. THENCE $S33^{\circ}01'25''E$ A DISTANCE OF 61.53 FEET;
33. THENCE $S40^{\circ}51'50''E$ A DISTANCE OF 61.53 FEET;
34. THENCE $S51^{\circ}30'23''E$ A DISTANCE OF 61.40 FEET;
35. THENCE $S37^{\circ}22'31''W$ A DISTANCE OF 123.01 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
36. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 570.00 FEET, A DELTA ANGLE OF $02^{\circ}54'49''$, AN ARC LENGTH OF 28.99 FEET, WHOSE LONG CHORD BEARS $S54^{\circ}04'53''E$ A DISTANCE OF 28.98 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
37. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 680.00 FEET, A DELTA ANGLE OF $66^{\circ}39'10''$, AN ARC LENGTH OF 791.05 FEET, WHOSE LONG CHORD BEARS $S22^{\circ}12'43''E$ A DISTANCE OF 747.20 FEET;
38. THENCE $N75^{\circ}04'52''E$ A DISTANCE OF 209.68 FEET;
39. THENCE $S71^{\circ}57'57''E$ A DISTANCE OF 167.33 FEET;
40. THENCE $S15^{\circ}56'39''E$ A DISTANCE OF 166.52 FEET;
41. THENCE $S02^{\circ}32'54''E$ A DISTANCE OF 87.94 FEET;
42. THENCE $N68^{\circ}49'19''E$ A DISTANCE OF 167.55 FEET;
43. THENCE $S63^{\circ}33'40''E$ A DISTANCE OF 154.43 FEET;
44. THENCE $S15^{\circ}56'39''E$ A DISTANCE OF 161.03 FEET;
45. THENCE $S29^{\circ}51'44''W$ A DISTANCE OF 136.11 FEET;
46. THENCE $S76^{\circ}39'22''W$ A DISTANCE OF 142.62 FEET;
47. THENCE $S03^{\circ}27'48''W$ A DISTANCE OF 182.44 FEET;
48. THENCE $S25^{\circ}58'15''W$ A DISTANCE OF 91.22 FEET;
49. THENCE $S29^{\circ}28'04''W$ A DISTANCE OF 213.35 FEET;
50. THENCE $S20^{\circ}21'00''W$ A DISTANCE OF 122.35 FEET;
51. THENCE $S02^{\circ}03'08''E$ A DISTANCE OF 68.68 FEET;
52. THENCE $S05^{\circ}44'56''W$ A DISTANCE OF 492.58 FEET;
53. THENCE $S20^{\circ}33'52''W$ A DISTANCE OF 220.67 FEET;

Resolution No. 04-30

EXHIBIT A

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54. THENCE S02°17'40"W A DISTANCE OF 135.00 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
55. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 4940.00 FEET, A DELTA ANGLE OF 12°36'36", AN ARC LENGTH OF 1087.23 FEET, WHOSE LONG CHORD BEARS S85°59'22"W A DISTANCE OF 1085.04 FEET;
56. THENCE S79°41'04"W A DISTANCE OF 740.84 FEET TO A POINT OF CURVE TO THE RIGHT;
57. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 26°53'32", AN ARC LENGTH OF 497.52 FEET, WHOSE LONG CHORD BEARS N86°52'10"W A DISTANCE OF 492.96 FEET;
58. THENCE N73°25'24"W A DISTANCE OF 106.84 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID MERIDIAN RANCH FILING NO. 1;

THE FOLLOWING SEVEN (7) COURSES FOLLOW THE EASTERLY BOUNDARY LINES OF SAID MERIDIAN RANCH FILING NO. 1:

59. THENCE N16°34'36"E A DISTANCE OF 170.73 FEET;
60. THENCE N18°08'25"W A DISTANCE OF 309.15 FEET;
61. THENCE N44°42'27"W A DISTANCE OF 545.56 FEET;
62. THENCE N17°10'30"W A DISTANCE OF 655.59 FEET;
63. THENCE N04°07'09"E A DISTANCE OF 230.37 FEET;
64. THENCE N27°35'37"E A DISTANCE OF 436.18 FEET;
65. THENCE N22°27'03"W A DISTANCE OF 838.15 FEET;
66. THENCE N66°35'19"W A DISTANCE OF 107.24 FEET;
67. THENCE N73°47'58"W A DISTANCE OF 178.29 FEET;
68. THENCE N38°28'49"W A DISTANCE OF 763.65 FEET;
69. THENCE N03°24'07"E A DISTANCE OF 142.86 FEET;
70. THENCE N15°49'07"W A DISTANCE OF 255.22 FEET;
71. THENCE N53°17'09"E A DISTANCE OF 109.87 FEET;
72. THENCE N03°24'07"E A DISTANCE OF 10.16 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT;
73. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, A DELTA ANGLE OF 77°19'00", AN ARC LENGTH OF 74.22 FEET, WHOSE LONG CHORD BEARS N03°24'07"E A DISTANCE OF 68.71 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID MERIDIAN RANCH FILING NO. 1;

THE FOLLOWING NINE (9) COURSES FOLLOW THE EASTERLY AND NORTHERLY BOUNDARY LINES OF SAID MERIDIAN RANCH FILING NO. 1:

74. THENCE N03°24'07"E A DISTANCE OF 207.36 FEET;
75. THENCE S 88°56'04"E A DISTANCE OF 271.57 TO A POINT OF NON-TANGENT CURVE TO THE RIGHT;
76. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 04°36'11", AN ARC LENGTH OF 61.06 FEET, WHOSE LONG CHORD BEARS N03°18'42"E A DISTANCE OF 61.04 FEET;
77. THENCE N05°36'47"E A DISTANCE OF 467.67 FEET;

Resolution No. 04-30

EXHIBIT A

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78. THENCE N84°23'13"W A DISTANCE OF 197.48 FEET TO A POINT OF CURVE TO THE 79. LEFT;
79. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1560.00 FEET, A DELTA ANGLE OF 15°44'46", AN ARC LENGTH OF 428.72 FEET, WHOSE LONG CHORD BEARS S87°44'24"W A DISTANCE OF 427.38 FEET;
80. THENCE S79°52'01" W A DISTANCE OF 459.41 FEET TO A POINT OF CURVE TO THE RIGHT;
81. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 4940.00 FEET, A DELTA ANGLE OF 10°08'57", AN ARC LENGTH OF 875.07 FEET, WHOSE LONG CHORD BEARS S84°56'30"W A DISTANCE OF 873.92 FEET;
82. THENCE N89°59'01"W A DISTANCE OF 606.96 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 492.46 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29, T12S, R64W OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SECTION 29 (3.25" ALUM. CAP LS 30087).

RESOLUTION NO. 04-31

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Huffman moved adoption of the following Resolution:

WHEREAS, Meridian Ranch Investments, Inc., did file an application with the Planning Department of El Paso County for the approval of a Preliminary Plan for the Meridian Ranch Phase II subdivision for the herein described property in the unincorporated area of the El Paso County, as well as the following waivers:

- 1) Using a 250-foot street centerline in several locations where 300 feet are required, El Paso County Subdivision Criteria Manual, Section D1.01 Horizontal Alignment.
- 2) A non-standard collector section for Londonderry Street to allow for a landscaped median, extended from Meridian Ranch Phase I, El Paso County Subdivision Criteria Manual, Section E, Typical Cross-Section Criteria.
- 3) A non-standard cul-de-sac with 14 lots, where the County standards require a maximum of 10 lots on a non-through street, Section 49.2.C.3.b of the El Paso County Land Development Code and El Paso County Subdivision Criteria Manual, Section G 1.1 Cul-de-sac.
- 4) Using a 300-foot street centerline radius in one location where 561 feet are required, El Paso County Subdivision Criteria Manual, Section D1.01 Horizontal Alignment.
- 5) Allowing 1,400 to 1,600 ADT in three locations on a residential street where 1,250 ADT is the upper limit, El Paso County Subdivision Criteria Manual, Section C1.02 Design Standards.

WHEREAS, a public hearing was held by the El Paso County Planning Commission on November 18, 2003, upon which date the Planning Commission did by formal resolution recommend approval of the subject Preliminary Plan with conditions and notation; and

WHEREAS, a public hearing was held by this Board on January 22, 2004; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

Robert C. Balink El Paso Cty, CO
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1. Proper posting, 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.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed subdivision of land is in compliance with the recommendations set forth in the master plan for the unincorporated area of the county.
4. All data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.
5. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
6. For the above-stated and other reasons, the proposed preliminary plan is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.
7. The proposed water supply is sufficient in terms of quality.
8. The proposed water supply is not sufficient in terms of quantity.
9. The proposed water supply is not sufficient in terms of dependability.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the request by Meridian Ranch Investments, Inc., for Preliminary Plan approval of Meridian Ranch Phase II Subdivision for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions shall be placed upon this approval:

CONDITIONS:

1. Applicable School, Park, Drainage, Pond and Bridge fees shall paid prior to recording any Final Plat.
2. In keeping with the Sketch Plan approval, no development can occur in any of the Drainage Basins (Falcon, Bennett Ranch, Haegler Ranch and Geick Ranch) until the DBPS for that particular basin is approved. An approval by the State Geologist and the El Paso County Department of Transportation is required prior to Final Plat approval.
3. No Final Plat approval shall be given by the Board of County Commissioners until capacity in the Paint Brush Hills Wastewater Treatment Plant has been demonstrated and approval has been obtained from the El Paso County Health Department and/or the Colorado Department of Health.
4. Detention Pond Maintenance Agreements and Access Easements will be required with Final Plats creating golf course tracts.
5. 404 Permits shall be required prior to structures or activities involving a regulated discharge into United States waters; namely the Black Squirrel Creek.
6. The rezoning request and Preliminary Plan shall be processed concurrently.
7. All conditions of compliance stipulated by the County Attorney's Office shall be adhered to at the appropriate time.
8. Landscape, golf course, drainage, trails, parks and water tank storage facility tracts will be owned, built and maintained by the Meridian Service Metropolitan district unless otherwise transferred to a separate entity. Ownership at the time of recording the plat shall be identified in the Notes section of Sheet 1.

NOTATION:

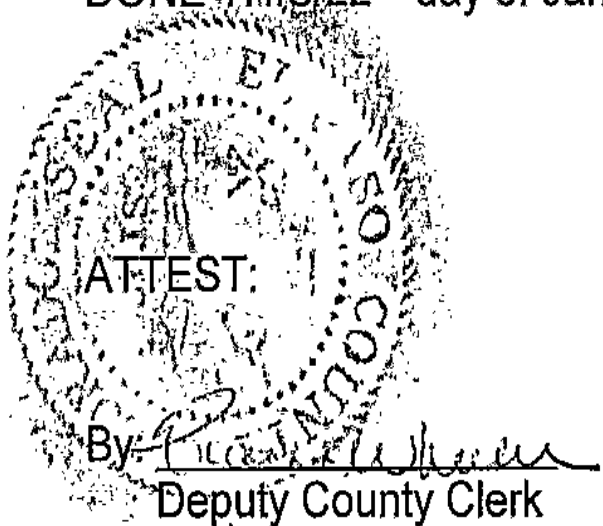
1. All final plat approvals for Meridian Ranch are subject to the conditions of the Small Area Traffic Report for the Falcon Area.

AND BE IT FURTHER RESOLVED that the Board hereby approves the following waivers:

- 1) Using a 250-foot street centerline in several locations where 300 feet are required, El Paso County Subdivision Criteria Manual, Section D1.01 Horizontal Alignment.
- 2) A non-standard collector section for Londonderry Street to allow for a landscaped median, extended from Meridian Ranch Phase I, El Paso County Subdivision Criteria Manual, Section E, Typical Cross-Section Criteria.
- 3) A non-standard cul-de-sac with 14 lots, where the County standards require a maximum of 10 lots on a non-through street, Section 49.2.C.3.b of the El Paso County Land Development Code and El Paso County Subdivision Criteria Manual, Section G 1.1 Cul-de-sac.
- 4) Using a 300-foot street centerline radius in one location where 561 feet are required, El Paso County Subdivision Criteria Manual, Section D1.01 Horizontal Alignment.
- 5) Allowing 1,400 to 1,600 ADT in three locations on a residential street where 1,250 ADT is the upper limit, El Paso County Subdivision Criteria Manual, Section C1.02 Design Standards.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 22nd day of January 2004, at Colorado Springs, Colorado.



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Chairperson

Commissioner Williams seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 04-31
EXHIBIT A

A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19, 20, 29 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MERIDIAN RANCH FILING NO. 1 AS RECORDED AT RECEPTION NO. 202156316 OF THE RECORDS OF SAID EL PASO COUNTY, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS S00°14'15"W A DISTANCE OF 7866.90 FEET;

1. THENCE N00°00'59"E A DISTANCE OF 2718.77 FEET;
2. THENCE S89°18'12"E A DISTANCE OF 2561.83 FEET;
3. THENCE S01°07'36"E A DISTANCE OF 743.05 FEET;
4. THENCE S32°49'15"E A DISTANCE OF 243.82 FEET;
5. THENCE S26°06'17"E A DISTANCE OF 69.05 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 04°20'00", AN ARC LENGTH OF 35.55 FEET, WHOSE LONG CHORD BEARS S61°43'43"W A DISTANCE OF 35.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
7. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 06°07'00", AN ARC LENGTH OF 67.26 FEET, WHOSE LONG CHORD BEARS S62°37'13"W A DISTANCE OF 67.22 FEET;
8. THENCE S19°06'14"E A DISTANCE OF 95.20 FEET;
9. THENCE S07°18'36"E A DISTANCE OF 369.72 FEET;
10. THENCE S12°01'06"E A DISTANCE OF 369.60 FEET;
11. THENCE S05°36'47"W A DISTANCE OF 317.98 FEET;
12. THENCE S84°23'13"E A DISTANCE OF 184.53 FEET;
13. THENCE S05°36'47"W A DISTANCE OF 360.00 FEET;
14. THENCE S84°23'13"E A DISTANCE OF 296.89 FEET TO A POINT OF CURVE TO THE LEFT;
15. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1440.00 FEET, A DELTA ANGLE OF 23°10'54", AN ARC LENGTH OF 582.62 FEET, WHOSE LONG CHORD BEARS N84°01'21"E A DISTANCE OF 578.65 FEET;
16. THENCE N72°25'54"E A DISTANCE OF 667.45 FEET TO A POINT OF CURVE TO THE RIGHT;
17. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 3360.00 FEET, A DELTA ANGLE OF 15°59'39", AN ARC LENGTH OF 937.95 FEET, WHOSE LONG CHORD BEARS N80°25'43"E A DISTANCE OF 934.91 FEET;
18. THENCE S02°25'18"E A DISTANCE OF 120.01 FEET;
19. THENCE S02°04'24"E A DISTANCE OF 25.92 FEET TO A POINT OF CURVE TO THE RIGHT;
20. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 23°51'38", AN ARC LENGTH OF 262.36 FEET, WHOSE LONG CHORD BEARS S09°51'25"W A DISTANCE OF 260.47 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

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EXHIBIT A

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21. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE LEFT WITH A RADIUS OF 1970.00 FEET, A DELTA ANGLE OF $01^{\circ}58'40''$, AN ARC LENGTH OF 68.00 FEET, WHOSE LONG CHORD BEARS $S20^{\circ}47'54''W$ A DISTANCE OF 68.00 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
22. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET, A DELTA ANGLE OF $09^{\circ}46'37''$, AN ARC LENGTH OF 56.31 FEET, WHOSE LONG CHORD BEARS $S24^{\circ}41'53''W$ A DISTANCE OF 56.24 FEET;
23. THENCE $S12^{\circ}05'09''E$ A DISTANCE OF 254.83 FEET;
24. THENCE $S02^{\circ}57'02''W$ A DISTANCE OF 225.64 FEET;
25. THENCE $S03^{\circ}48'45''E$ A DISTANCE OF 426.49 FEET;
26. THENCE $S20^{\circ}01'35''E$ A DISTANCE OF 196.99 FEET;
27. THENCE $S17^{\circ}12'24''E$ A DISTANCE OF 191.90 FEET;
28. THENCE $S72^{\circ}47'36''W$ A DISTANCE OF 49.85 FEET;
29. THENCE $S17^{\circ}12'24''E$ A DISTANCE OF 137.00 FEET;
30. THENCE $S18^{\circ}13'42''E$ A DISTANCE OF 63.21 FEET;
31. THENCE $S25^{\circ}10'59''E$ A DISTANCE OF 61.53 FEET;
32. THENCE $S33^{\circ}01'25''E$ A DISTANCE OF 61.53 FEET;
33. THENCE $S40^{\circ}51'50''E$ A DISTANCE OF 61.53 FEET;
34. THENCE $S51^{\circ}30'23''E$ A DISTANCE OF 61.40 FEET;
35. THENCE $S37^{\circ}22'31''W$ A DISTANCE OF 123.01 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
36. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 570.00 FEET, A DELTA ANGLE OF $02^{\circ}54'49''$, AN ARC LENGTH OF 28.99 FEET, WHOSE LONG CHORD BEARS $S54^{\circ}04'53''E$ A DISTANCE OF 28.98 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
37. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 680.00 FEET, A DELTA ANGLE OF $66^{\circ}39'10''$, AN ARC LENGTH OF 791.05 FEET, WHOSE LONG CHORD BEARS $S22^{\circ}12'43''E$ A DISTANCE OF 747.20 FEET;
38. THENCE $N75^{\circ}04'52''E$ A DISTANCE OF 209.68 FEET;
39. THENCE $S71^{\circ}57'57''E$ A DISTANCE OF 167.33 FEET;
40. THENCE $S15^{\circ}56'39''E$ A DISTANCE OF 166.52 FEET;
41. THENCE $S02^{\circ}32'54''E$ A DISTANCE OF 87.94 FEET;
42. THENCE $N68^{\circ}49'19''E$ A DISTANCE OF 167.55 FEET;
43. THENCE $S63^{\circ}33'40''E$ A DISTANCE OF 154.43 FEET;
44. THENCE $S15^{\circ}56'39''E$ A DISTANCE OF 161.03 FEET;
45. THENCE $S29^{\circ}51'44''W$ A DISTANCE OF 136.11 FEET;
46. THENCE $S76^{\circ}39'22''W$ A DISTANCE OF 142.62 FEET;
47. THENCE $S03^{\circ}27'48''W$ A DISTANCE OF 182.44 FEET;
48. THENCE $S25^{\circ}58'15''W$ A DISTANCE OF 91.22 FEET;
49. THENCE $S29^{\circ}28'04''W$ A DISTANCE OF 213.35 FEET;
50. THENCE $S20^{\circ}21'00''W$ A DISTANCE OF 122.35 FEET;
51. THENCE $S02^{\circ}03'08''E$ A DISTANCE OF 68.68 FEET;
52. THENCE $S05^{\circ}44'56''W$ A DISTANCE OF 492.58 FEET;

Resolution No. 04-31

EXHIBIT A

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53. THENCE S20°33'52"W A DISTANCE OF 220.67 FEET;
54. THENCE S02°17'40"W A DISTANCE OF 135.00 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
55. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 4940.00 FEET, A DELTA ANGLE OF 12°36'36", AN ARC LENGTH OF 1087.23 FEET, WHOSE LONG CHORD BEARS S85°59'22"W A DISTANCE OF 1085.04 FEET;
56. THENCE S79°41'04"W A DISTANCE OF 740.84 FEET TO A POINT OF CURVE TO THE RIGHT;
57. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 26°53'32", AN ARC LENGTH OF 497.52 FEET, WHOSE LONG CHORD BEARS N86°52'10"W A DISTANCE OF 492.96 FEET;
58. THENCE N73°25'24"W A DISTANCE OF 106.84 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID MERIDIAN RANCH FILING NO. 1;

THE FOLLOWING SEVEN (7) COURSES FOLLOW THE EASTERLY BOUNDARY LINES OF SAID MERIDIAN RANCH FILING NO. 1:

59. THENCE N16°34'36"E A DISTANCE OF 170.73 FEET;
60. THENCE N18°08'25"W A DISTANCE OF 309.15 FEET;
61. THENCE N44°42'27"W A DISTANCE OF 545.56 FEET;
62. THENCE N17°10'30"W A DISTANCE OF 655.59 FEET;
63. THENCE N04°07'09"E A DISTANCE OF 230.37 FEET;
64. THENCE N27°35'37"E A DISTANCE OF 436.18 FEET;
65. THENCE N22°27'03"W A DISTANCE OF 838.15 FEET;
66. THENCE N66°35'19"W A DISTANCE OF 107.24 FEET;
67. THENCE N73°47'58"W A DISTANCE OF 178.29 FEET;
68. THENCE N38°28'49"W A DISTANCE OF 763.65 FEET;
69. THENCE N03°24'07"E A DISTANCE OF 142.86 FEET;
70. THENCE N15°49'07"W A DISTANCE OF 255.22 FEET;
71. THENCE N53°17'09"E A DISTANCE OF 109.87 FEET;
72. THENCE N03°24'07"E A DISTANCE OF 10.16 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT;
73. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, A DELTA ANGLE OF 77°19'00", AN ARC LENGTH OF 74.22 FEET, WHOSE LONG CHORD BEARS N03°24'07"E A DISTANCE OF 68.71 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID MERIDIAN RANCH FILING NO. 1;

THE FOLLOWING NINE (9) COURSES FOLLOW THE EASTERLY AND NORTHERLY BOUNDARY LINES OF SAID MERIDIAN RANCH FILING NO. 1:

74. THENCE N03°24'07"E A DISTANCE OF 207.36 FEET;
75. THENCE S 88°56'04"E A DISTANCE OF 271.57 TO A POINT OF NON-TANGENT CURVE TO THE RIGHT;
76. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 04°36'11", AN ARC LENGTH OF 61.06 FEET, WHOSE LONG CHORD BEARS N03°18'42"E A DISTANCE OF 61.04 FEET;

Resolution No. 04-31

EXHIBIT A

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77. THENCE N05°36'47"E A DISTANCE OF 467.67 FEET;
78. THENCE N84°23'13"W A DISTANCE OF 197.48 FEET TO A POINT OF CURVE TO THE 79. LEFT;
79. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1560.00 FEET, A DELTA ANGLE OF 15°44'46", AN ARC LENGTH OF 428.72 FEET, WHOSE LONG CHORD BEARS S87°44'24"W A DISTANCE OF 427.38 FEET;
80. THENCE S79°52'01" W A DISTANCE OF 459.41 FEET TO A POINT OF CURVE TO THE RIGHT;
81. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 4940.00 FEET, A DELTA ANGLE OF 10°08'57", AN ARC LENGTH OF 875.07 FEET, WHOSE LONG CHORD BEARS S84°56'30"W A DISTANCE OF 873.92 FEET;
82. THENCE N89°59'01"W A DISTANCE OF 606.96 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 492.46 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29, T12S, R64W OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SECTION 29 (3.25" ALUM. CAP LS 30087).

RESOLUTION NO. 05-16

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE AMENDMENT TO A SITE-SPECIFIC PUD ZONE DISTRICT
DEVELOPMENT PLAN FOR MERIDIAN RANCH, PHASE II (PUD-03-007)-
MERIDIAN RANCH INVESTMENTS, INC.

Commissioner Williams moved adoption of the following Resolution:

WHEREAS, Meridian Ranch Investments, Inc., did file a petition with the Planning Division of El Paso County to amend a site specific PUD (Planned Unit Development) Development Plan for Meridian Ranch, Phase II, for the herein described property in El Paso County; and

WHEREAS, a public hearing by the El Paso County Planning Commission was not required; and

WHEREAS, a public hearing was held by this Board on January 6, 2005; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Division, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, 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.
2. The hearing before the Board of County Commissioners was extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at the hearing.
3. The proposed PUD (Planned Unit Development) District zoning is in general conformity with the Master Plan for El Paso County, Colorado, or the applicable comprehensive plan or any amendments thereto.
4. The proposed land use will be compatible with existing and permitted land uses in the surrounding area and will be in harmony and responsive with the character of the surrounding area.

ROBERT C. "BOB" BALINK El Paso County, CO
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5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.
6. A need for development has been demonstrated.
7. The proposed development will not have a negative effect upon the existing and future development of the surrounding area.
8. The proposed PUD (Planned Unit Development) District zoning will achieve and advance the stated purposes set forth in Section 16 of the El Paso County Land Development Code.
9. The existing and proposed public services and facilities are adequate for the proposed development, and the proposed public services and facilities will be timely provided.
10. The existing and proposed internal/external transportation network is suitable and adequate to carry the anticipated traffic generated by the proposed development, and the proposed transportation network improvements will be timely provided.
11. For the above-stated and other reasons, the proposed Zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Meridian Ranch Investments, Inc., for an amended site specific PUD (Planned Unit Development) Development Plan to reduce the total number of Phase II units from 842 lots to 832 lots, eliminating any 55-foot wide lots, for Meridian Ranch, Phase II, for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions shall be placed upon this approval:

CONDITIONS:

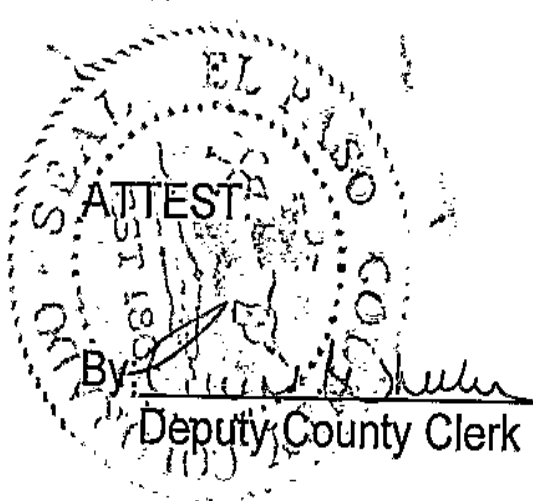
1. Development of the property shall be in accordance with the overall PUD Development Plan approval. Minor modifications may be subject to the limitations contained in

Chapter IV, Section 16, Paragraph Q. of the El Paso County
Land Development Code.

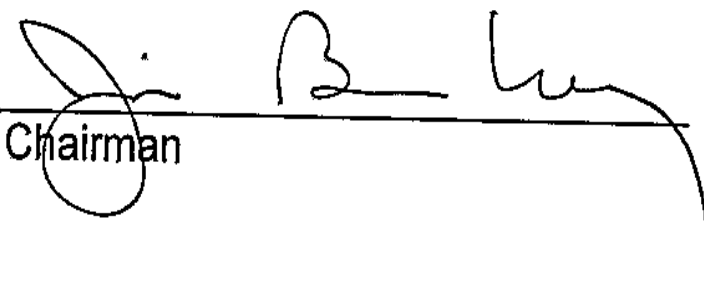
2. Phase II shall be limited to a total maximum density cap of 832 dwelling units.
3. The rezoning request and Preliminary Plan shall be processed concurrently.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 6th day of January 2005, at Colorado Springs, Colorado.



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Chairman

Commissioner Huffman seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 05-16

EXHIBIT A

A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19, 20, 29 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MERIDIAN RANCH FILING NO. 1 AS RECORDED AT RECEPTION NO. 202156316 OF THE RECORDS OF SAID EL PASO COUNTY, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS S00°14'15"W A DISTANCE OF 7866.90 FEET;

1. THENCE N00°00'59"E A DISTANCE OF 2718.77 FEET;
2. THENCE S89°18'12"E A DISTANCE OF 2561.83 FEET;
3. THENCE S01°07'36"E A DISTANCE OF 743.05 FEET;
4. THENCE S32°49'15"E A DISTANCE OF 243.82 FEET;
5. THENCE S26°06'17"E A DISTANCE OF 69.05 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 04°20'00", AN ARC LENGTH OF 35.55 FEET, WHOSE LONG CHORD BEARS S61°43'43"W A DISTANCE OF 35.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
7. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 06°07'00", AN ARC LENGTH OF 67.26 FEET, WHOSE LONG CHORD BEARS S62°37'13"W A DISTANCE OF 67.22 FEET;
8. THENCE S19°06'14"E A DISTANCE OF 95.20 FEET;
9. THENCE S07°18'36"E A DISTANCE OF 369.72 FEET;
10. THENCE S12°01'06"E A DISTANCE OF 369.60 FEET;
11. THENCE S05°36'47"W A DISTANCE OF 317.98 FEET;
12. THENCE S84°23'13"E A DISTANCE OF 184.53 FEET;
13. THENCE S05°36'47"W A DISTANCE OF 360.00 FEET;
14. THENCE S84°23'13"E A DISTANCE OF 296.89 FEET TO A POINT OF CURVE TO THE LEFT;
15. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1440.00 FEET, A DELTA ANGLE OF 23°10'54", AN ARC LENGTH OF 582.62 FEET, WHOSE LONG CHORD BEARS N84°01'21"E A DISTANCE OF 578.65 FEET;
16. THENCE N72°25'54"E A DISTANCE OF 667.45 FEET TO A POINT OF CURVE TO THE RIGHT;
17. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 3360.00 FEET, A DELTA ANGLE OF 15°59'39", AN ARC LENGTH OF 937.95 FEET, WHOSE LONG CHORD BEARS N80°25'43"E A DISTANCE OF 934.91 FEET;
18. THENCE S02°25'18"E A DISTANCE OF 120.01 FEET;
19. THENCE S02°04'24"E A DISTANCE OF 25.92 FEET TO A POINT OF CURVE TO THE RIGHT;
20. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 23°51'38", AN ARC LENGTH OF 262.36 FEET, WHOSE LONG CHORD BEARS S09°51'25"W A DISTANCE OF 260.47 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

21. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE LEFT WITH A RADIUS OF 1970.00 FEET, A DELTA ANGLE OF $01^{\circ}58'40''$, AN ARC LENGTH OF 68.00 FEET, WHOSE LONG CHORD BEARS $S20^{\circ}47'54''W$ A DISTANCE OF 68.00 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
22. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET, A DELTA ANGLE OF $09^{\circ}46'37''$, AN ARC LENGTH OF 56.31 FEET, WHOSE LONG CHORD BEARS $S24^{\circ}41'53''W$ A DISTANCE OF 56.24 FEET;
23. THENCE $S12^{\circ}05'09''E$ A DISTANCE OF 254.83 FEET;
24. THENCE $S02^{\circ}57'02''W$ A DISTANCE OF 225.64 FEET;
25. THENCE $S03^{\circ}48'45''E$ A DISTANCE OF 426.49 FEET;
26. THENCE $S20^{\circ}01'35''E$ A DISTANCE OF 196.99 FEET;
27. THENCE $S17^{\circ}12'24''E$ A DISTANCE OF 191.90 FEET;
28. THENCE $S72^{\circ}47'36''W$ A DISTANCE OF 49.85 FEET;
29. THENCE $S17^{\circ}12'24''E$ A DISTANCE OF 137.00 FEET;
30. THENCE $S18^{\circ}13'42''E$ A DISTANCE OF 63.21 FEET;
31. THENCE $S25^{\circ}10'59''E$ A DISTANCE OF 61.53 FEET;
32. THENCE $S33^{\circ}01'25''E$ A DISTANCE OF 61.53 FEET;
33. THENCE $S40^{\circ}51'50''E$ A DISTANCE OF 61.53 FEET;
34. THENCE $S51^{\circ}30'23''E$ A DISTANCE OF 61.40 FEET;
35. THENCE $S37^{\circ}22'31''W$ A DISTANCE OF 123.01 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
36. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 570.00 FEET, A DELTA ANGLE OF $02^{\circ}54'49''$, AN ARC LENGTH OF 28.99 FEET, WHOSE LONG CHORD BEARS $S54^{\circ}04'53''E$ A DISTANCE OF 28.98 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
37. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 680.00 FEET, A DELTA ANGLE OF $66^{\circ}39'10''$, AN ARC LENGTH OF 791.05 FEET, WHOSE LONG CHORD BEARS $S22^{\circ}12'43''E$ A DISTANCE OF 747.20 FEET;
38. THENCE $N75^{\circ}04'52''E$ A DISTANCE OF 209.68 FEET;
39. THENCE $S71^{\circ}57'57''E$ A DISTANCE OF 167.33 FEET;
40. THENCE $S15^{\circ}56'39''E$ A DISTANCE OF 166.52 FEET;
41. THENCE $S02^{\circ}32'54''E$ A DISTANCE OF 87.94 FEET;
42. THENCE $N68^{\circ}49'19''E$ A DISTANCE OF 167.55 FEET;
43. THENCE $S63^{\circ}33'40''E$ A DISTANCE OF 154.43 FEET;
44. THENCE $S15^{\circ}56'39''E$ A DISTANCE OF 161.03 FEET;
45. THENCE $S29^{\circ}51'44''W$ A DISTANCE OF 136.11 FEET;
46. THENCE $S76^{\circ}39'22''W$ A DISTANCE OF 142.62 FEET;
47. THENCE $S03^{\circ}27'48''W$ A DISTANCE OF 182.44 FEET;
48. THENCE $S25^{\circ}58'15''W$ A DISTANCE OF 91.22 FEET;
49. THENCE $S29^{\circ}28'04''W$ A DISTANCE OF 213.35 FEET;
50. THENCE $S20^{\circ}21'00''W$ A DISTANCE OF 122.35 FEET;
51. THENCE $S02^{\circ}03'08''E$ A DISTANCE OF 68.68 FEET;
52. THENCE $S05^{\circ}44'56''W$ A DISTANCE OF 492.58 FEET;
53. THENCE $S20^{\circ}33'52''W$ A DISTANCE OF 220.67 FEET;

54. THENCE S02°17'40"W A DISTANCE OF 135.00 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
55. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 4940.00 FEET, A DELTA ANGLE OF 12°36'36", AN ARC LENGTH OF 1087.23 FEET, WHOSE LONG CHORD BEARS S85°59'22"W A DISTANCE OF 1085.04 FEET;
56. THENCE S79°41'04"W A DISTANCE OF 740.84 FEET TO A POINT OF CURVE TO THE RIGHT;
57. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 26°53'32", AN ARC LENGTH OF 497.52 FEET, WHOSE LONG CHORD BEARS N86°52'10"W A DISTANCE OF 492.96 FEET;
58. THENCE N73°25'24"W A DISTANCE OF 106.84 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID MERIDIAN RANCH FILING NO. 1;

THE FOLLOWING SEVEN (7) COURSES FOLLOW THE EASTERLY BOUNDARY LINES OF SAID MERIDIAN RANCH FILING NO. 1:

59. THENCE N16°34'36"E A DISTANCE OF 170.73 FEET;
60. THENCE N18°08'25"W A DISTANCE OF 309.15 FEET;
61. THENCE N44°42'27"W A DISTANCE OF 545.56 FEET;
62. THENCE N17°10'30"W A DISTANCE OF 655.59 FEET;
63. THENCE N04°07'09"E A DISTANCE OF 230.37 FEET;
64. THENCE N27°35'37"E A DISTANCE OF 436.18 FEET;
65. THENCE N22°27'03"W A DISTANCE OF 838.15 FEET;
66. THENCE N66°35'19"W A DISTANCE OF 107.24 FEET;
67. THENCE N73°47'58"W A DISTANCE OF 178.29 FEET;
68. THENCE N38°28'49"W A DISTANCE OF 763.65 FEET;
69. THENCE N03°24'07"E A DISTANCE OF 142.86 FEET;
70. THENCE N15°49'07"W A DISTANCE OF 255.22 FEET;
71. THENCE N53°17'09"E A DISTANCE OF 109.87 FEET;
72. THENCE N03°24'07"E A DISTANCE OF 10.16 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT;
73. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, A DELTA ANGLE OF 77°19'00", AN ARC LENGTH OF 74.22 FEET, WHOSE LONG CHORD BEARS N03°24'07"E A DISTANCE OF 68.71 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID MERIDIAN RANCH FILING NO. 1;

THE FOLLOWING NINE (9) COURSES FOLLOW THE EASTERLY AND NORTHERLY BOUNDARY LINES OF SAID MERIDIAN RANCH FILING NO. 1:

74. THENCE N03°24'07"E A DISTANCE OF 207.36 FEET;
75. THENCE S 88°56'04"E A DISTANCE OF 271.57 TO A POINT OF NON-TANGENT CURVE TO THE RIGHT;
76. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 04°36'11", AN ARC LENGTH OF 61.06 FEET, WHOSE LONG CHORD BEARS N03°18'42"E A DISTANCE OF 61.04 FEET;
77. THENCE N05°36'47"E A DISTANCE OF 467.67 FEET;

78. THENCE N84°23'13"W A DISTANCE OF 197.48 FEET TO A POINT OF CURVE TO THE 79. LEFT;
79. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1560.00 FEET, A DELTA ANGLE OF 15°44'46", AN ARC LENGTH OF 428.72 FEET, WHOSE LONG CHORD BEARS S87°44'24"W A DISTANCE OF 427.38 FEET;
80. THENCE S79°52'01" W A DISTANCE OF 459.41 FEET TO A POINT OF CURVE TO THE RIGHT;
81. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 4940.00 FEET, A DELTA ANGLE OF 10°08'57", AN ARC LENGTH OF 875.07 FEET, WHOSE LONG CHORD BEARS S84°56'30"W A DISTANCE OF 873.92 FEET;
82. THENCE N89°59'01"W A DISTANCE OF 606.96 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 492.46 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29, T12S, R64W OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SECTION 29 (3.25" ALUM. CAP LS 30087).

RESOLUTION NO. 05-17

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE AMENDED PRELIMINARY PLAN FOR MERIDIAN RANCH, PHASE
II (SP-03-012)-MERIDIAN RANCH INVESTMENTS, INC.

Commissioner Williams moved adoption of the following Resolution:

WHEREAS, Meridian Ranch Investments, Inc., did file an application with the Planning Division of El Paso County to amend the Preliminary Plan for Meridian Ranch, Phase II, for the herein described property in the unincorporated area of the El Paso County; and

WHEREAS, a public hearing by the El Paso County Planning Commission was not required; and

WHEREAS, a public hearing was held by this Board on January 6, 2005; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Division, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, 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.
2. The hearing before Board of County Commissioners was extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at the hearing.
3. The proposed subdivision of land is in compliance with the recommendations set forth in the master plan for the unincorporated area of the county.
4. All data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.
5. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.

ROBERT C. "BOB" BALINK El Paso County, CO

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6. For the above-stated and other reasons, the proposed preliminary plan is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.
7. The proposed water supply is sufficient in terms of quality.
8. The proposed water supply is not sufficient in terms of quantity.
9. The proposed water supply is not sufficient in terms of dependability.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the request by Meridian Ranch Investments, Inc., to amend the Meridian Ranch, Phase II, Preliminary Plan by reducing the total number of Phase II units from 842 lots to 832 lots, and eliminating any 55-foot wide lots, for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

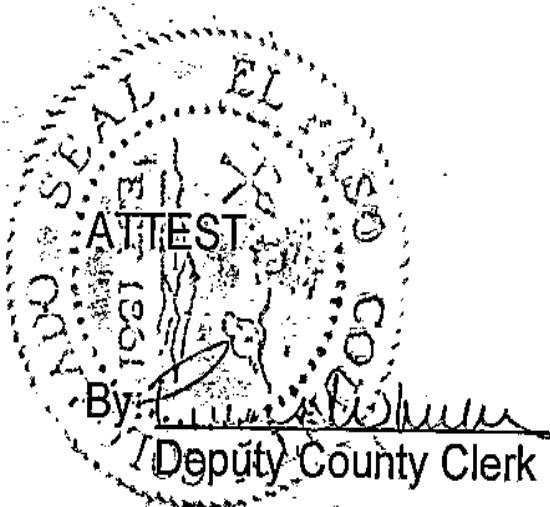
BE IT FURTHER RESOLVED the following conditions shall be placed upon this approval:

CONDITIONS:

1. Applicable School, Park, Drainage, Pond and Bridge fees shall be paid prior to recording any Final Plat.
2. In keeping with the Sketch Plan approval, no development can occur in any of the Drainage Basins (Falcon, Bennett Ranch, Haegler Ranch and Geick Ranch) until the DBPS for that particular basin is approved. An approval by the State Geologist and the El Paso County Department of Transportation is required prior to Final Plat approval.
3. No Final Plat approval shall be given by the Board of County Commissioners until the capacity in the Paint Brush Hills Wastewater Treatment Plant has been demonstrated and approval has been obtained from the El Paso County Health Department and/or the Colorado Department of Health.
4. Detention Pond Maintenance Agreements and Access Easements will be required with Final Plats creating golf course tracts.

5. 404 Permits shall be required prior to structures or activities involving a regulated discharge into the United States waters; namely the Black Squirrel Creek.
6. The rezoning request and Preliminary Plan shall be processed concurrently.
7. All Conditions of Compliance stipulated by the County Attorney's Office shall be adhered to at the appropriate time.
8. Landscape, golf course, drainage, trails, parks and water tank storage facility tracts will be owned, built and maintained by the Meridian Service Metropolitan District unless otherwise transferred to a separate entity. Ownership at the time of recording the plat shall be identified in the Notes section of Sheet 1.

DONE THIS 6th day of January 2005, at Colorado Springs, Colorado.



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Chairman

Commissioner Huffman seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 05-17

EXHIBIT A

A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19, 20, 29 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MERIDIAN RANCH FILING NO. 1 AS RECORDED AT RECEPTION NO. 202156316 OF THE RECORDS OF SAID EL PASO COUNTY, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS S00°14'15"W A DISTANCE OF 7866.90 FEET;

1. THENCE N00°00'59"E A DISTANCE OF 2718.77 FEET;
2. THENCE S89°18'12"E A DISTANCE OF 2561.83 FEET;
3. THENCE S01°07'36"E A DISTANCE OF 743.05 FEET;
4. THENCE S32°49'15"E A DISTANCE OF 243.82 FEET;
5. THENCE S26°06'17"E A DISTANCE OF 69.05 FEET TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 04°20'00", AN ARC LENGTH OF 35.55 FEET, WHOSE LONG CHORD BEARS S61°43'43"W A DISTANCE OF 35.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
7. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 06°07'00", AN ARC LENGTH OF 67.26 FEET, WHOSE LONG CHORD BEARS S62°37'13"W A DISTANCE OF 67.22 FEET;
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186.⁰⁰

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350**

ROBERT C. "BOB" BALINK El Paso County, CO

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MERIDIAN RANCH FILING NO.2, LOTS 1-350

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MERIDIAN RANCH FILING NO.2, LOTS 1-350

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of this 30th day of January, 2006, by GTL, Inc. a California corporation doing business in Colorado as GTL DEVELOPMENT, INC. ("Declarant").

RECITALS

WHEREAS Declarant is the owner of that certain parcel of land located in the County of El Paso, Colorado, legally described as MERIDIAN RANCH FILING NO. 2, LOTS 1-350 ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NUMBER 205182525 on November 14, 2005, which is defined in this Declaration as the "Property." Declarant is also the owner of those certain parcels of land located in the County of El Paso, Colorado, legally described as MERIDIAN RANCH FILING NO. 3, LOTS 351-832 and MERIDIAN RANCH FILING NO. 6, LOTS 1-54. Although the plats for these parcels have not yet been recorded in the real estate records of the Clerk and Recorder for El Paso, Colorado, it is the intent of the Declarant that these plats will be recorded and that the identified Lots will be subject to this Declaration and subject to membership in and to the authority of the Meridian Ranch Design Review Council No. 2. Supplements to this Declaration shall be recorded to evidence the annexation of Filings 3 and 6. The Property is part of Meridian Ranch which is a master planned community contemplated to contain 3,275 residential lots together with commercial and industrial development. While the Declarant intends to set up separate communities within the overall project and intends to record separate covenants, the Declarant reserves the right to annex additional real property to the Property.

WHEREAS this Declaration is executed (a) in furtherance of a common and general plan for the development of the Property, as hereinafter defined; (b) to protect and enhance the quality, value, aesthetic, desirability and attractiveness of the Property; and (c) to define certain duties, powers and rights of Owners of Lots within the Property.

WHEREAS, as this Declaration does not provide for property owned in common by owners nor for real or personal property to be leased by or to a unit owners association, there is no commonly-owned property or common elements. Ownership of a Lot does not require an Owner to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in this Declaration, nor for property to be owned by a unit owners association. All Lots within the Property are expressly limited to residential use. Nonetheless, to the extent this Declaration creates a "planned community" as that term is defined by C.R.S. §§38-33.3-101 *et seq.*, the charges levied pursuant to this Declaration are limited as set forth herein and, thus, constitute a limited expense planned community. Therefore, this regime and the Property would be subject only to C.R.S §38-33.3-105, §38-33.3-106, and §38-33.3-107.

ARTICLE 1
GENERAL STATEMENT OF COVENANTS

Declarant for itself, its successors and assigns, hereby declares that the Property, and all property which becomes subject to this Declaration in the manner hereinafter provided from the date the same becomes subject to this Declaration, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Property and all property which becomes part of the Property; (b) Declarant and its successors and assigns; and (c) all Persons having or acquiring any right, title or interest in the Property or in any property which becomes part of the Property, or any Improvement thereon, and their heirs, personal representatives, successors or assigns.

ARTICLE 2
DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

2.1 Annexable Property.

That real property which is part of the Meridian Ranch Overall PUD Development Plan approved by the Board of County Commissioners, El Paso County and which may be annexed hereto and made a part of the Property as more particularly provided herein.

2.2 Articles of Incorporation.

The Articles of Incorporation for Meridian Ranch Design Review Council No. 2, a Colorado nonprofit corporation, as the same may be amended from time to time.

2.3 Assessment.

All items levied against a particular Owner or Lot pursuant to this Declaration, including those fines and other charges levied against an Owner or a Lot for a violation of the Governing Documents, or incurred by the Association in enforcing the terms of this Declaration.

2.4 Bylaws.

The Bylaws of the Meridian Ranch Design Review Council No. 2 as the same may be amended from time to time.

2.5 County.

El Paso County, Colorado.

2.6 Covenants.

Collective term for all promises, restrictions, reservations, conditions, terms, easements, and rights-of-way specifically set forth or referenced in this Declaration and set forth in the Governing Documents, as the same may be adopted and amended from time to time.

2.7 Declaration.

This instrument as it may be amended or supplemented from time to time.

2.8 Declarant.

GTL, Inc., a California corporation doing business in Colorado as GTL Development, Inc., its successors and assigns. A Person shall be deemed to be a "successor and assign" of GTL Development, Inc. as Declarant only if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant as Declarant under this Declaration.

2.9 Design Review Council.

The nonprofit corporation known as Meridian Ranch Design Review Council No. 2, more particularly described in Article 4 of this Declaration.

2.10 Design Standards.

Collective reference to all written design and development guidelines, policies and procedures, application and review procedures and fee schedules, and all architectural controls which shall apply to all construction and all other improvement activities within the Property, and which are created by the Declarant or enacted by the Design Review Council Board, in accordance with the Governing Documents.

2.11 Districts.

Collectively the Meridian Ranch Metropolitan District and the Meridian Service Metropolitan District, both quasi-municipal corporations and political subdivisions of the State of Colorado.

2.12 District Areas.

Those parcels of real property owned by one or more of the Districts. The Covenants shall not apply to District Areas, as District Areas shall be controlled by the rules, regulations, and ordinances of the applicable District.

2.13 First Mortgage.

A mortgage, deed of trust, deed to secure a debt, or any other form of security instrument affecting title to a Lot (collectively, "Mortgage"), which is subject only to governmental liens, the lien for real property taxes, and other liens made superior by Colorado law.

2.14 First Mortgagee.

A bank, savings and loan association, insurance company, Community mortgage investment trust, pension fund, agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender, or the Declarant, holding a First Mortgage.

2.15 Governing Documents.

Collective reference to those documents which govern the operation of the Council and the Property, including: (a) its Articles of Incorporation; (b) its Bylaws; (c) its Rules (including the Design Standards); (d) all recorded plats affecting the Property; and (e) this Declaration, as one or more of the same may be amended from time to time. Each and every provision of the Governing Documents shall be given the force and effect as if set forth in this Declaration.

2.16 Improvement.

All structures and improvements located upon or made to a Lot and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, hot tubs, spas, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or artwork, play equipment/structures, gazebos, water features, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, porches, sheds, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, tennis court, solar equipment, exterior air conditioning and water softener fixtures.

2.17 Improvement to Property.

Any change, alteration, or addition to any Lot or to real or personal property located within the Property. "Improvement to Property" is more particularly defined in Section 4.2 of this Declaration.

2.18 Lease.

Any agreement for the leasing or rental of a Lot, or any dwelling unit located thereon and shall specifically include, without limitation, a month-to-month rental.

2.19 Lot.

A physical portion of the Property which is designated for separate ownership or occupancy and the boundaries of which are depicted upon the Plat together with a non-exclusive easement for use and enjoyment in any property owned by the Districts. The term Lot shall not include any property owned by a public body.

2.20 No-Build Zone.

Those areas designated on the Plat or any Supplemental Plat which form parts of Lots wherein the Owner may erect fencing and landscaping but shall not erect any other permanent structures.

2.21 Notice of Completion.

Written notice to the Design Review Council of the completion of any Improvement to Property pursuant to Article 4 of this Declaration.

2.22 Open Space.

An unimproved parcel or area of land or water set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such Open Space which is owned and controlled by the Meridian Service Metropolitan District.

2.23 Owner.

The Person or entity, including Declarant, or, if more than one, all Persons or entities collectively, who hold fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. For purposes of terminating or amending this Declaration as set forth in Article 7 below, each Owner shall have the right to exercise one vote for each Lot owned by it.

2.24 Permitted Exceptions.

All encumbrances, liens, restrictions, easements and other items of record which affect the Property.

2.25 Person.

A natural person, a corporation, a partnership, a limited liability company or any other entity permitted to hold title to real property pursuant to Colorado law.

2.26 Plat.

The land survey plat which depicts all or a portion of the Property and which further depicts and locates thereon the location of Lots and such other matters as may be required by law. The Plat, and the terms and provisions thereof, are hereby incorporated herein by reference. The term "Plat" shall also include all amendments thereto and such other Supplemental Plats recorded by the Declarant for the purposes of annexing real property to the Property.

2.27 Property.

The real property legally described as Meridian Ranch Filing No. 2, Lots 1-350 according to the Plat thereof recorded at Reception Number 205182525 on November 14, 2005, and such other real property as is made subject to the terms and provisions of this Declaration.

2.28 Record or Recorded.

The filing for record of any document in the office of the Clerk and Recorder of the County.

2.29 Rules.

All rules, regulations, policies and procedures adopted by the Design Review Council's Board of Directors as amended.

2.30 Supplemental Declaration.

A written instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof and which is recorded in conjunction with the annexation of additional real property to the Property.

2.31 Supplemental Plat.

Any land survey plat which is Recorded by Declarant for the purpose of annexing the real property described thereon to the Property.

2.32 VA.

The VA, FHA, HUD, GinnieMae, FreddieMac and shall include any rules and/or regulations promulgated by such governmental housing entities

ARTICLE 3
GENERAL RESTRICTIONS APPLICABLE TO THE PROPERTY

All real property within the Property shall be held, used, and enjoyed subject to the following limitations and restrictions and subject to the rights and reservations of Declarant set forth in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Design Review Council if such strict application would be unreasonably or unduly harsh under the circumstances. Any such modification or waiver must be in writing or be contained in written guidelines or rules promulgated by the Design Review Council. Further, the Design Review Council shall adopt such rules as it determines are necessary or desirable, including adding entirely new restrictions.

3.1 Maintenance of Property.

No property within the Property shall be permitted to fall into disrepair and all real and personal property within the Property, including any Improvements, shall be kept and maintained in a clean, attractive, and sightly condition. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of the Lot.

3.2 Property Uses.

All Lots shall be used for private residential purposes. No dwelling unit erected or maintained within Property shall be used or occupied for any purpose other than for a single-family residence. Notwithstanding the foregoing, business activities associated with the sale of Lots or residences constructed thereon shall be allowed. In addition, in-home businesses not involving the servicing of customers or employees shall be allowed, provided such activities are conducted solely within the residence and do not create or result in any unreasonable, unwarranted, or unlawful use or interference with public rights, including, but not limited to, unreasonable or unwarranted use or interference with public streets, rights-of-way, or sidewalks, or in any other offensive or noxious activities.

3.3 Construction Type.

All construction shall be new. No modular, mobile, or prefabricated homes or dwelling units of any type may be placed or located within the Community. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Lot. Architectural standards are established to the end that the Properties may benefit from the natural advantages of its particular location. While the standards for architectural style are flexible, compatibility with the informal natural environment is required.

3.4 Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered but unenclosed areas, garages, and any attached accessory buildings has a gross livable

finished floor area less than 1,300 square feet for a single level or any ranch style dwelling unit within Filing No. 2, Lots 1 through 278 and Lots 340 through 350; Filing No. 3, Lots 467 through 832; Filing No. 6, Lots 1 through 54; and, not less than 1,500 square feet within Filing No. 2, Lots 279 through 339; and Filing No. 3, Lots 351 through 466. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 2, Lots 1 through 278 and Lots 340 through 350; Filing No. 3, Lots 467 through 832; Filing No. 6, Lots 1 through 54; and, 2,000 square feet within Filing No. 2, Lots 279 through 339; and Filing No. 3, Lots 351 through 466. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section.

3.5 No Noxious or Offensive Activity.

No noxious or offensive activity shall be carried on upon any property within the Property, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others. No offensive or hazardous activities may be carried on any Lot or in any dwelling unit. No annoying lights, sound or odors shall be permitted to emanate from any dwelling unit or Lot.

3.6 No Hazardous Activities.

No activity shall be conducted on, and no Improvement shall be constructed on any Lot or any property within the Property which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Property and no open fires shall be lighted or permitted on any property within the Property except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

3.7 Building Materials.

No building materials shall be stored on any Lot except temporarily during continuous construction or alteration of Improvements thereon, unless otherwise approved by the Design Review Council.

3.8 No Unsightliness.

All unsightly conditions, structures, facilities, equipment, objects, and conditions shall be enclosed within a structure, including snow removal equipment and garden or maintenance equipment, except when in actual use.

3.9 Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a

maximum height of 6 inches for Filing No. 2, Lots 1 through 278 and Lots 340 through 350; Filing No. 3, Lots 351 through 832; Filing No. 6, Lots 1 through 54; and, 12 inches for Lots 279 through 339. In addition, each Lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained.

3.10 Restrictions on Garbage and Trash.

No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up. Burning of trash is prohibited.

3.11 Animals.

No animals, live stock or poultry of any kind shall be raised, bred or kept on any Lot, except that domesticated birds or fish and other small domestic animals will be allowed subject to the Rules. No other animals, except an aggregate of not more than three domesticated animals (e.g., two cats and one dog), will be permitted within a Lot; provided that they are not kept, bred, or maintained for any commercial purpose. No animal of any kind shall be permitted which in the opinion of the Design Review Council makes an unreasonable amount of noise or odor or is a nuisance. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

3.12 No Temporary Structures.

No tent (except for occasional recreational use), treehouse, barn, shack, trailer, temporary structure, or temporary building shall be placed upon any Lot except with the prior written consent of the Design Review Council.

3.13 Restriction on Antennae, Poles, Utility Lines and Transmitters.

Except for utility meters, pipes for water, gas, sewer, drainage or other purposes, all wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No

exterior radio antenna, television antenna, or other antenna of any type shall be erected or maintained within the Property except as expressly permitted by the federal law and in accordance with the Design Guidelines. Specifically, no exterior radio antennae, television antenna, or satellite dish shall exceed one (1) meter in diameter and project higher than four (4) feet above the tallest projection of the dwelling unit or other improvement.

3.14 Restrictions on Signs and Advertising.

No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Property so as to be evident to public view, except: (a) signs as may be approved in writing by the Design Review Council; or (b) signs, posters, billboards or any other type of advertising device or display erected by Declarant incidental to the development, construction, promotion, marketing or sales of Lots within the Property or incidental to the Golf Course; or (c) one sign on each lot where a home is under construction which sign advertises the builder; provided however, that the sign complies with the standards relating to dimensions, color, style, and location as determined from time to time by the Design Review Council. A sign advertising a lot for sale or for lease may be placed on a Lot; provided, however, that standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the Design Review Council.

3.15 Restrictions on Mining or Drilling.

No property within the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

3.16 Maintenance of Drainage.

There shall be no interference with the established drainage pattern over any property within the Property. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed. The established drainage pattern may include the drainage pattern: (a) from any property owned by the County or other Persons over any Lot; (b) from any Lot over property owned by the County or other Persons; from any property owned by the Districts over any Lot; (d) from any Lot over any property owned by the Districts; or (e) from any Lot over another Lot.

3.17 Compliance with Laws and with the Rules.

Nothing shall be done or kept on any Lot in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Property, nor shall anything be done or kept on any Lot in violation of the Rules.

3.18 Further Subdivision of Lots.

The Owner of a Lot shall not further subdivide that Lot.

3.19 Restrictions on Sewage Disposal Systems.

No cesspool, septic tank or other sewage disposal system shall be installed within any Lot.

3.20 Restrictions on Water Systems.

No individual water supply system shall be installed or maintained for any Lot. All water and water rights are or will be owned by one or more of the Districts.

3.21 Restoration in the Event of Damage or Destruction.

In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Design Review Council, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Design Review Council, so as to present a pleasing and attractive appearance. Such rebuilding or restoration must be commenced within three months after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time not to exceed one year after the date the damage occurred or such longer period of time as may be approved by the Design Review Council due to unusual circumstances.

3.22 Vehicle Repairs.

No maintenance, servicing, repair, dismantling or painting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of such activity from the street and from other Lots.

3.23 Storage of Gasoline and Explosives. Etc..

No Lot shall be used for the storage of explosives, gasoline or other volatile and/or incendiary materials or devices except for gasoline or fuel for an Owner's lawn mower, snowblower and the like, not to exceed five (5) gallons, and propane in tanks not exceeding ten (10) pounds may be maintained on an incidental basis on the Lot.

3.24 Prohibited Vehicles.

No boat, camper (on or off supporting vehicles), camper shell, trailer, tractor, truck, industrial or commercial vehicle (both cabs or trailers), towed trailer unit, motorcycle, disabled, junk, or abandoned vehicles, motor home, mobile home, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting or commercial use, shall be parked or stored in, on, or about any Lot or street within the Property except within the garage or unless such vehicles are concealed or screened from view as approved by the Design Review Council. For the purposes of this covenant, a one (1) ton or smaller vehicle commonly known as a pickup truck shall not be deemed a commercial vehicle or truck, provided that any attached

camper shell not exceed in height more than ten (10) inches above the cab portion of the vehicle. Prohibited vehicles shall not be allowed in any driveway or other exposed parking areas, or any street within the Property, except for the purposes of loading, unloading, short term stops (e.g. between errands), making deliveries, washing and waxing vehicles, or emergency repairs ("Transitory Use"), provided that no Transitory Use shall extend over more than twenty-four hours during any seven (7) consecutive days. The Design Review Council shall have the complete authority to clarify and further define this Section 3.24 for safety or aesthetic reasons.

3.25 Fencing Regulated and Controlled.

No fences or walls shall be constructed on any Lot without the prior approval of the Design Review Council. All fencing must be in conformity with the standards and design specifications adopted from time to time by the Design Review Council. Fencing of front yards is prohibited within the setback areas as defined by El Paso County rules and regulations, or as shown on the recorded Plat; provided, however, that builders are allowed fencing within the setback areas in connection with the use of model homes. Chain link fencing of any type is prohibited except as approved by the Design Review Council for use as "dog runs" not exceeding 200 square feet. Fencing will be approved by the Design Review Council that is consistent with other approved fencing and is compatible with the overall development. In this regard, fencing standards will control the height, size, color, location, and material composition of all fences and walls.

3.26 Air Conditioning and Heating Equipment.

No heating, air conditioning or refrigeration equipment shall be placed, allowed or maintained anywhere other than on the ground; provided, however, that solar units meeting all governmental guidelines for residential uses may be located on the roof if such solar unit is built into and made an integral part of the roof flashing or the structure of any house constructed on such Lot.

3.27 Owner's Right to Lease Lot.

All Owners shall have the right to lease such Owner's Lot provided that: (a) all Leases shall be in writing; (b) all Leases shall be for a Lot with a certificate of occupancy issued for all Improvements thereon; (c) all Leases shall provide that the terms of the Lease and the lessee's occupancy of the Lot shall be subject to the Governing Documents and that any failure by the lessee to comply with any of the aforesaid documents in any respect shall be a default under such Lease; (d) all Leases shall provide that the terms of the Lease and the lessee's occupancy of the Lot shall be subject to the ordinances, regulations and fees of the Districts and that any failure by the lessee to comply with any of the aforesaid obligations in any respect shall be a default under such Lease; and (e) such Owner shall notify the Design Review Council immediately upon the leasing of such Lot and register with the Council both the name(s) of the tenant(s) and new mailing information for notices to be sent directly to such Owner.

3.28 Permitted Exceptions.

By acceptance of a deed for a Lot within the Property, all Owners of Lots within the Property acknowledge that all or portions of the Property may be subject to, or benefited by, the Permitted Exceptions, including, but not limited to, all easement and licenses described therein.

3.29 Garage and Driveway.

The dwelling units on Filing No. 2, Lots 1 through 278 and Lots 340 through 350; Filing No. 3, Lots 467 through 832; Filing No. 6, Lots 1 through 54, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements as may be approved by the Design Review Council. The dwelling units on Filing No. 2, Lots 279 through 339; Filing No. 3, Lots 351 through 466 shall include at least a three (3) car or larger fully enclosed garage or such equivalent garage arrangements as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot.

For secondary garages constructed on Lots 279 through 339, the driveway materials for the secondary driveway shall complement the materials used on the primary driveway. Use of gravel or asphalt for a secondary driveway is subject to approval by the Design Review Council. No gravel or asphalt shall be permitted for driveway areas located within the setback area on a Lot.

3.30 Garage Doors.

In order to further enhance the attractiveness of the Property and to discourage theft and vandalism, garage doors shall be kept closed except when the garage is being actively used but may be left open not more than 12" for ventilation purposes.

3.31 Building Height Limitation.

No building or other structure shall exceed thirty-five (35) feet in height (or the maximum height permitted by the El Paso County Land Development Code) from the lowest elevation of the natural grade along the perimeter of the structure to the mid-point of the highest gable of a pitched or hip roof or to the top of the coping on the flat roof without the prior permission of the Design Review Council.

3.32 Outdoor Lines.

All outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

3.33 Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provisions of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 2, Lots 1 through 278 and 340 through 350; Filing No. 3, Lots 467 through 832; Filing No. 6, Lots 1 through 54 may be parked on a driveway at any one time and a total of three (3) vehicles belonging to a guest or a resident of Filing No. 2, Lots 279 through 339; Filing No. 3, Lots 351 through 466, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the property is subject in all respects to the Rules.

3.34 Sports and Recreational Equipment.

Sports equipment, recreational equipment, play structures, and amusement structures shall not be permanently attached to the front portion of any Lot except that a basketball hoop may be permanently attached to the dwelling unit or placed on a permanent pole.

3.35 Landscaping.

All landscaping plans must be submitted to the Design Review Council for approval and are subject to the procedures described in Article 4. Landscaping plans should be submitted to the Design Review Council at least 45 days prior to the commencement of work to allow for Design Review Council consideration and action. Within six (6) months after substantial completion of the Improvements on a Lot which are deemed to be substantially complete in the months of March through August; within nine (9) months after substantial completion of the Improvements on a Lot which are deemed to be substantially complete in the months of September through February, or within any extension of that period granted by the Design Review Council, all yards and open space on the Lot shall be landscaped and thereafter maintained. All irrigated landscaping must be in compliance with the rules and regulations of the Districts and all landscaping must consist of a minimum number of front yard trees and shrubs as required by the approved Meridian Ranch Overall PUD Development Plan, however these requirements may be modified with the approval of the Design Review Council and the Districts, as long as the modifications are in compliance with the Meridian Ranch Overall PUD Development Plan. Landscaping may include partial areas of natural vegetation and preservation of native grasses, trees, and shrubs. There shall be no prohibition or limitation on xeriscaping, or the installation or use of drought-tolerant vegetative landscapes nor shall cultivated vegetation be required to consist exclusively or primarily of turf grass. The Design Review Council will, from time to time, promulgate landscaping standards and guidelines taking into account the size of Lot and location of other Improvements.

3.36 Golf Course.

By acceptance of a deed to any Lot, each Owner acknowledges and agrees that owning property in a community with a golf course has benefits as well as detriments and that the detriments include: (a) the risk of damage to property or injury to persons or animals from golf balls which are hit onto a Lot or other portions of the Property as a result of the design, construction, operation and maintenance of the golf course; (b) the entry by golfers onto a Lot or other portions of the Property used by an Owner to retrieve golf balls and/or other acts or omissions of persons using the golf course; (c) overspray in connection with the watering of the roughs, fairways and greens on the golf course; (d) noise from golf course maintenance and operation equipment, including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles, mowers and pumps, all of which may operated at all times of the day or night and continuously; (e) odors arising from irrigation and/or fertilization of the golf course; (f) disturbance and loss of privacy resulting from golf course traffic and golfers; (g) the existence of water hazards, ponds, and/or lakes on the golf course. Additionally, each Owner acknowledges that pesticides and chemicals may be applied to the golf course throughout the year and that reclaimed water, treated waste water and other sources of non-potable water may be used for irrigation of the golf course. Each Owner hereby assumes such risks of owning property adjacent to a golf course and forever waives and relinquishes, and agrees not to institute any action or suit at law or in equity nor to prosecute any claim, demand or compensation against the Declarant, its successors and assigns; other Lot owners; the golf course operator and manager; any builder or contractor; the Districts; any officer, director, manager, employee or agent of any of the foregoing for or on account of any damage, loss, or injury to either person or property, or both, resulting directly or indirectly from the design, construction, operation, maintenance and/or use of the golf course. Each Owner hereby agrees to take any necessary steps to maintain adequate hazard and other insurance policies to protect such Owner and such Owner's family, guest, invitees, agents, and employees against all such risks associated with the golf course.

3.37 Golf Course Prohibited Activities.

Owners, as well as their families, tenants, guests, invitees, and pets shall be obligated to refrain from any actions which would detract from the playing qualities of any golf course. Such prohibited activities shall include, but shall not be limited to, burning materials where the smoke will cross the golf course property (except for outdoor barbeques and enclosed fireplaces); maintenance of dogs or other pets under conditions which interfere with golf course play due to loud barking or other actions; playing of loud radios, televisions, stereos or musical instruments; running, bicycling, skateboarding, rollerblading, operating scooters, crossing, walking, sitting or trespassing in any way on the golf course property; and searching for, collecting or picking up balls or similar interference with play. In addition, no Person shall, by virtue of this Declaration, have any rights to use any portion of the golf course, including cart paths, whether in District Areas or not, without the prior written approval of the owner of the golf course or the manager. All golf course use, including the cart paths, is regulated and no easement or other license has been reserved or granted over or across the golf course for the benefit of any Owners, their families, guest, invitees, or pets. This covenant is for the benefit of the golf course and persons playing golf on said golf course.

3.38 Open Space Use.

All Open Space areas are for the use and benefit of Lot Owners and their guests. Open Space areas are owned by Meridian Service Metropolitan District. Each user shall use the Open Space areas in a manner consistent with the Rules and consistent and so as not to interfere with the enjoyment of other users or the privacy of residents. No motorized vehicles are permitted on any of the Open Space areas unless expressly authorized by the Rules or authorized in writing by the Meridian Service Metropolitan District.

3.39 Views.

Neither the Declarant, the Districts, the developer or any contractor guaranties or represents that the Lots or any portion of the Property or any public facilities will be preserved without impairment of the views and there shall be no obligation to prune or thin trees or other landscaping. Trees and other landscaping may be added to any portion of the Property or its public areas and the location, configuration, size and elevations of trees, bunkers, fairways and green on the golf course may be changed at any time whether the same diminishes or obstructs any view. Any express or implied easements for view purposes for the passage of light or air are hereby expressly disclaimed.

3.40 Control During Construction.

During the period of construction of a dwelling unit or other Improvements on a Lot, the Owner of the Lot or his contractor shall comply with all construction rules and regulations which the Design Review Council may establish from time to time. In addition, the Owner of the Lot and his contractor shall control dirt and dust, keep surrounding streets reasonably clean and keep construction debris confined to a trash receptacle. Trash shall be removed from the Lot on a regular basis. All construction debris which is blown by the wind shall be collected and place in the trash receptacle. Construction debris may not be dumped or left on any Lot or the Property. Contractors, subcontractors, and construction personnel shall not enter upon any other Lot or any of the Property Area without the permission of the Owner of such property. The storage or placing of construction materials on any street is prohibited at all times and no construction equipment, construction trailers or construction vehicles shall be left overnight on any street.

ARTICLE 4

DESIGN REVIEW COUNCIL AND ARCHITECTURAL APPROVAL

4.1 Design Review Council.

The Design Review Council acts in all matters by and through its Board of Directors pursuant to the Articles and Bylaws. The Design Review Council shall have the power to retain and pay for the services of a manager or managers to undertake any of the management or functions for which the Council has responsibility and may delegate any of its duties, powers, and functions. The Rules and Design Standards adopted by the Council shall be enforceable as if set fourth in the Declaration.

4.2 Approval of Improvements Required.

The approval of the Design Review Council shall be required for any Improvement to property on any Lot except: (a) for any Improvement to Property made by Declarant; (b) where approval is not reasonably required to carry out the purposes of this Declaration; and (c) where prior approval of Improvements to Property may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Design Review Council.

4.3 Improvement to Property Defined.

"Improvement to Property" requiring approval of the Design Review Council shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any building, structure or other Improvement, including landscaping, utility facilities and fences; (b) the removal, demolition or destruction, by voluntary action, of any building, structure, landscaping, trees or other Improvement, (except that approval is not required for the replacement of landscaping); (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; and (d) any change or alteration of any previously approved Improvement to Property including any change of exterior appearance, color, or texture. Improvements shall not be approved without an engineer's certification or other assurance that damage will not occur to other Lots, Property, or District Areas.

4.4 Membership of Council.

All Owners shall be members of the Council and membership in the Design Review Council shall be appurtenant to ownership of a Lot. The Design Review Council shall be operated by a board of three (3) directors, all of whom shall be appointed by Declarant until the last Lot is sold and Improvements constructed thereon (which date is referred to as "turnover"). Directors appointed by Declarant may be removed at any time by Declarant and shall serve for such term as may be designated by Declarant or until resignation or removal by Declarant. Declarant may at any time and from time to time change the number of directors of the Design Review Council, but the number of directors of the Design Review Council shall not be less than three (3) nor more than five (5). Within three months after turnover, all directors shall be elected by the Owners in accordance with the Bylaws.

4.5 Address of Design Review Council.

The address of the Design Review Council shall be as designated by the Council from time to time.

4.6 Submission of Plans.

Prior to commencement of work to accomplish any proposed Improvement to a Lot, the Person proposing to make such Improvement to Property ("Applicant") shall submit to the

Design Review Council at its offices the applicable fees together with such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Design Review Council shall request showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement to Property. The Applicant shall be entitled to receive a receipt for the same from the Design Review Council or its authorized agent. The Design Review Council may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the Design Review Council of all required materials in connection with the proposed Improvement to Property and its written acknowledgment is received by the Applicant, the Design Review Council may postpone review of any materials submitted for approval.

4.7 Criteria for Approval.

The Design Review Council shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that: (a) the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Property as a whole; (b) the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Property; (c) the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Property or the enjoyment thereof by Owners; (d) the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the any other party other than Owner; and (e) the proposed Improvement to Property does not affect the drainage plan for the Property or any portion thereof. The Design Review Council may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Design Review Council may deem appropriate.

4.8 Design Standards.

The Design Review Council may issue standards or rules ("Design Standards") relating to the procedures, materials to be submitted, fees and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. Design Standards may regulate, among other things, the location and orientation of a dwelling unit on a lot, site coverage, setbacks, building height, materials and colors, roof lines, elevations, exterior lighting, entrances, sidewalks and driveways, fencing, placement and screening of satellite dishes, patios, swimming pools, tennis courts, basketball backboards and other play equipment, plant materials, vegetation and the removal of the same, and irrigation systems. The Design Standards may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the circumstances. The Design Standards may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. Different areas and types of dwelling units, residences or improvements may have different Design Standards.

4.9 Design Review Fee.

The Design Review Council may, through the Design Standards or otherwise, provide for the payment of a fee to accompany each request for approval of any proposed Improvement (except landscaping) to a Lot. The Design Review Council may provide that the amount of such fee shall be uniform for similar types of proposed Improvements to Lots or that the fee shall be determined in any other reasonable manner including the estimated cost of the proposed Improvement to a Lot.

4.10 Decision of Council.

Any decision of the Design Review Council shall be made within sixty (60) days after receipt by the Design Review Council of all materials required by the Design Review Council, unless such time period is extended by mutual agreement. The decision shall be in writing and if the decision is not to approve a proposed Improvement to Property, the reasons therefore shall be stated. The decision of the Design Review Council shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Design Review Council.

4.11 Failure of Council to Act on Plans.

Any request for approval of a proposed Improvement to Property shall be deemed approved unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Design Review Council within thirty (30) days after the date of receipt by the Design Review Council of all required materials.

4.12 Prosecution of Work After Approval.

After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in complete conformity with: (a) the description of the proposed Improvement to Property; (b) any materials submitted to the Design Review Council in connection with the proposed Improvement to Property; and (c) any conditions imposed by the Design Review Council. If construction is not completed within eighteen (18) months after the date of approval or such shorter period as specified in writing by the Design Review Council, or if construction is not completed in accordance with the description and materials furnished to, and the conditions imposed by, the Design Review Council, or if construction shall cease for a period of forty-five (45) days without the consent of the Design Review Council, this shall constitute noncompliance with the requirements for approval of Improvements to Property. If construction ceases for a period of forty-five (45) days, the Design Review Council may give the owner written notice of such fact, and if construction does not resume within thirty days, the unfinished Improvements shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.

4.13 Notice of Completion.

Upon completion of the Improvement to Property, the Applicant may give written Notice of Completion to the Design Review Council. Until the date of receipt of such Notice of

Completion, the Design Review Council shall not be deemed to have notice of completion of such Improvement to Property.

4.14 Inspection of Work.

The Design Review Council or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion; provided that the right of inspection shall terminate thirty (30) days after the Design Review Council shall have received a Notice of Completion from Applicant.

4.15 Notice of Noncompliance.

If, as a result of inspections or otherwise, the Design Review Council finds that any Improvement to Property has been done in violation of the design standards or this Declaration or was not done in substantial conformity with the description and materials furnished to, and any conditions imposed by, the Design Review Council, the Design Review Council shall notify the Applicant in writing of the noncompliance, which notice shall be given, in any event, within thirty (30) days after the Design Review Council receives a Notice of Completion from the Applicant. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

4.16 Failure of Council to Act After Completion.

If, for any reason other than the Applicant's act or neglect, the Design Review Council fails to notify the Applicant of any noncompliance within one (1) year after receipt by the Design Review Council of written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property was, in fact, completed as of the date of Notice of Completion.

4.17 No Implied Waiver or Estoppel.

No action or failure to act by the Design Review Council shall constitute a waiver or estoppel with respect to future action by the Design Review Council with respect to any Improvement to Property. The approval of the Design Review Council of any Improvement to Property shall not be deemed a waiver of any right to withhold approval for any similar Improvement to Property or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement to Property.

4.18 Council Power to Grant Variances.

The Design Review Council may authorize variances from compliance with any of the provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variances. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Design Review Council. If any such variance is granted, no violation of the

provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

4.19 Nonliability of Council Action.

There shall be no liability imposed on the Design Review Council, any member of the Design Review Council, or Declarant for any loss, damage, cost, expense or injury arising out of or in any way connected with the performance of the duties of the Design Review Council unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Design Review Council shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or such Improvement to Property's conformance with building codes or other governmental laws or regulations.

4.20 Construction Period Exception.

During the course of actual construction of any permitted structure or Improvement to Property nothing shall be done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing will be done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Property.

4.21 Scope of Judicial Review.

The scope of judicial review of any action taken by the Design Review Council pursuant to this Article 4, including but not limited to the promulgation and enforcement of Design Standards and review, shall be limited to cases of fraud, bad faith, or lack of due process.

ARTICLE 5 **ASSESSMENTS**

5.1 Creation of Association Lien and Personal Obligation to Pay Assessments.

Each Owner, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Assessments to the Design Review Council, pursuant to the Governing Documents. Such Assessments shall be the personal obligation of the Owner of such Lot at the time when the Assessment became due. The Assessments shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums shall not pass to a successor in title unless expressly

assumed by them. No Owner may become exempt from liability for payment of the Assessments by abandonment of the Lot against which the Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Design Review Council is not properly exercising its duties and powers under this Declaration.

5.2 Purpose of Assessments.

Assessments shall be used for the purposes of promoting the health, safety, and welfare of Owners and residents, and in particular:

- i. To enforce all provisions of the Governing Documents;
- ii. To exercise all rights and powers and to discharge all duties and obligations of the Design Review Council; and
- iii. To fund any operating deficit or reserves the Association deems necessary to meet its financial obligations.

5.3 Determination of Assessments.

Until January 1 of the year immediately following the conveyance of the first Lot, the maximum annual Assessment shall be one hundred fifty (\$150.00) dollars per Lot per year. From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual Assessment may be increased each year so as to cover the total costs of enforcement including a reserve fund; provided however, that said Assessments will not increase more than twenty percent (20%) from the previous year's Assessment; and further provided that the annual Assessment liability for each Lot, exclusive of optional user fees and any insurance premiums paid by the Design Review Council, may not exceed four hundred dollars, as adjusted below. The four-hundred-dollar limitation set forth in this Section 5.3 shall be increased annually on July 1, 2004, and on July 1 of each succeeding year in accordance with any increase in the United States Department of Labor Bureau of Labor Statistics final consumer price index for the Denver-Boulder consolidated metropolitan statistical area for the preceding calendar year. The limitation shall not be increased if the final consumer price index for the preceding calendar year did not increase and shall not be decreased if the final consumer price index for the preceding calendar year decreased.

5.4 Apportionment of Expenses.

Except as provided below and elsewhere in this Declaration, all Assessments shall be assessed uniformly against all Lots; provided, however, that because of the infrastructure that is being designed and constructed by Declarant, Lots owned by the Declarant shall not be subject to Assessments. Additionally, in the sole discretion of the Design Review Council:

- i. Any expense for services provided by the Design Review Council to an individual Lot pursuant to the Governing Documents or at the

request of the Owner may be assessed against that Lot.

- ii. If an expense is caused by the misconduct of an Owner, the Council may assess that expense exclusively against that Owner and that Lot, in addition to sums charged to the Owner.
- iii. Fees, charges, taxes, impositions, late charges, fines, attorneys' fees, collection costs and interest charged against an Owner are enforceable as Assessments.

5.5 Annual Assessments.

Assessments shall be made on an annual basis against all Lots based upon the advance budget of the cash requirements needed by the Design Review Council to provide for the administration and performance of its duties during such Assessment year. The omission or failure of the Design Review Council to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

5.6 Installments; Assessments.

The Design Review Council may determine that any Assessment shall be payable in installments and may also elect to accelerate the installments remaining for such Assessment.

5.7 Special Assessments.

The Design Review Council may at any time, from time to time, determine, levy and assess a Special Assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, payments for any operating deficit and/or unbudgeted costs, fees and expenses of the Design Review Council.

5.8 Lien Priority.

The Assessment lien is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) liens for real estate taxes and other governmental assessments or charges against the Lot; and (iii) a First Mortgage on the Lot. This Section does not affect the priority of mechanics or materialmen's liens. The lien for Assessments under this Article is not subject to the provisions of any homestead exemption as allowed by state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment as provided by applicable law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due nor from the lien thereof.

5.9 Reserves/Surplus.

The Design Review Council may maintain a reserve fund and any surplus funds derived from Assessments shall be transferred to the reserve fund or used for operations, in the sole discretion of the Design Review Council and by acceptance of a deed to his or her Lot, each Owner hereby directs the Design Review Council to make this determination each year.

5.10 Effect of Non-Payment of Assessments.

Any Assessment or any installment thereof, which is not fully paid within ten (10) days after the due date thereof, shall bear interest at the rate of twenty-one percent (21%) per annum or at such lesser rate as may be set by the Design Review Council from time to time from the due date, and the Design Review Council may assess a monthly late charge thereon. Failure to make payment within the sixty (60) days of the due date thereof shall cause the total amount of such Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Design Review Council. Further, the Design Review Council may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Design Review Council against an Owner to recover a money judgment for unpaid Assessments, or any monthly or other installment thereof, may be commenced and pursued by the Council without foreclosing or in any way waiving the Assessment lien. The costs of suit, expenses and reasonable attorneys' fees incurred simply by virtue of the failure of the Owner to timely pay Assessments when due, including attorneys' fees and costs for preparing and recording any lien notice, and the Design Review Council's costs of suit, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings, shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Lot. Foreclosure or attempted foreclosure by the Design Review Council of its lien shall not be deemed to estop or otherwise preclude it from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessments, or monthly or other installments thereof, which are not fully paid when due. The Design Review Council shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, and cast the votes appurtenant to such Lot, and to convey or otherwise deal with the same. The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against the Lot which accrued prior to the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Whether or not the Design Review Council forecloses its lien, it may apply for the *ex parte* appointment of a receiver for a Lot and the Owner of such Lot shall be liable for all costs and expenses in securing and maintaining this appointment, including receiver's fees, attorney's fees, and costs.

5.11 Working Capital Fund.

The Design Review Council or Declarant may require the first Owner of each Lot (other than Declarant) to make a non-refundable payment to the Council in an amount not to exceed \$150.00, which sum shall be held, without interest, by the Design Review Council as a working

capital fund. Said working capital fund shall be collected and transferred to the Design Review Council at the time of closing of the initial sale by Declarant of each Lot, as aforesaid, and shall be for the use and benefit of the Council. Such payment shall not relieve an Owner from making regular payments of Assessments as the same become due. Upon subsequent transfer, a Lot may be subject to a transfer fee as determined by the Design Review Council for the payment of administrative expenses associated with the transfer.

ARTICLE 6

DEVELOPMENT AND THE DISTRICTS

6.1 Owner's Understanding.

The property is subject to an overall PUD Development Plan that has been approved by the Board of County Commissioners of the County. The PUD Development Plan is a general proposal for the future development and is not meant to be exact and may be subject to modification. Ownership hereunder implies a knowledge and acceptance of the existing PUD Development Plan and an acquiescence in its future modification so long as said modification does not substantially increase the overall density of the original PUD Development Plan or does not materially affect the Owners use of its Lot.

6.2 Intergovernmental Agreement.

All Owners recognize and understand that the Property is controlled by an intergovernmental agreement between the Meridian Ranch Metropolitan District and the Meridian Service Metropolitan District and that the design, construction, management and operation of the Meridian Ranch Metropolitan District's infrastructure is performed by Meridian Service Metropolitan District and that the Meridian Ranch Metropolitan District has an obligation, based upon its assessed valuation, to issue long term debt for the purpose of paying for said infrastructure.

6.3 Special Districts.

The Owners further recognize and understand that the Property is within the boundaries of the Districts which supply various municipal and recreational services to the property and that the Owners' Lots are subject to the ordinances, regulations, and various fees and charges now in force or which might be adopted by the Districts including a mill levy proposed at 25 mills with a cap of 50 mills. The Owners further recognize that the property is within the boundaries of the Woodmen Road Metropolitan District which was organized to collect platting fees, building permit fees, and a mill levy proposed at 10 mills with a cap of 25 mills.

ARTICLE 7

DECLARANT'S RIGHTS AND RESERVATIONS

7.1 Period of Declarant's Rights and Reservations.

Declarant shall have, retain and reserve certain rights as hereinafter set forth in this

Article 7 from the date hereof, until the later of: (i) the date which is seven (7) years following the recordation of this Declaration or (ii) the date which is five (5) years following the recordation of the most recently recorded Supplemental Declaration as set forth in Section 7.5. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each deed or other instrument by which any property within the Property is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other subsequent amendment. Declarant makes no assurances that Declarant will exercise the rights reserved by Declarant herein with respect to all or any portion of the Property and Declarant reserves the right to exercise such rights with respect to the Property in such time frames and in such a manner as Declarant deems fit in its sole and absolute discretion.

7.2 Declarant's Rights to Complete Development of Property.

No provision of this Declaration shall be construed to prevent or limit Declarant's rights to (a) complete the development of property within the boundaries of the Property or within the boundaries of Meridian Ranch; (b) construct or alter Improvements on any property owned by Declarant within the Property, including temporary buildings; (c) maintain model homes, temporary buildings or offices for construction or sales purposes, or similar facilities on any property owned by Declarant or builders within the Property; or (d) post signs incidental to the development, construction, promotion, marketing or sales of property within the Property. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to: (a) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, demolish or replace any Improvements on any property owned by Declarant; (b) use any structure on any property owned by Declarant as a construction, model home or real estate sales office in connection with the sale of any property within the boundaries of the Property; or (c) to require Declarant to seek or obtain the approval of the Design Review Council for any such activity or Improvement to Property on any property owned by Declarant. Nothing in this Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

7.3 Declarant's Rights to Grant and Create Easements.

Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities, drainage, and water in, on, under, over and across Lots owned by Declarant for any purpose incident to the development and sale of Lots within the Property.

7.4 Declarant's Rights to Convey Additional Property to Districts.

Declarant shall have and hereby reserves the right, but not the obligation to convey additional real property and Improvements thereon to the Districts at any time and from time to time.

7.5 Annexation of Additional Properties.

Declarant hereby reserves the right, for the period set forth in this Article 7, (for itself or any then owner of all or any portion of the Annexable Property) to annex additional real property to the Property in accordance with the following terms and provisions:

(a) Right to Annex Additional Property. Declarant (which for purposes of this Section only shall be deemed to include any then owner of all or any portion of the Annexable Property) shall have and hereby reserves the right to annex the Annexable Property to the Property. In accordance with the foregoing, each Owner of a Lot within the Property grants to Declarant the right to annex the Annexable Property to the Property as more particularly set forth in this Article 7. Notwithstanding the foregoing, Declarant reserves the right to convey all or any portion of the Annexable Property to such third party or parties as Declarant deems appropriate whether for purposes consistent with the Declaration or otherwise. Declarant makes no assurances that all or any portion of the Annexable Property will be annexed to the Property and Declarant reserves the right to annex all or any portion of the Annexable Property to the Property in such order and in such a manner as Declarant deems fit in its sole and absolute discretion.

(b) Annexation Procedure. The annexation of additional real property to the Property by Declarant shall be effectuated by the filing of record with the Clerk and Recorder of the County of: (a) a Supplemental Declaration containing a legal description of the real property to be annexed to the Property and such other terms and provisions as Declarant may prescribe in accordance with the terms and provisions hereof; and (b) a Supplemental Plat or map which depicts the real property to be annexed to the Property and which otherwise contains all information required by law. The Supplemental Declaration shall incorporate the covenants, conditions and restrictions set forth herein and contain such additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions as Declarant may impose on such annexed property taking into account the unique and particular aspects of the proposed development of the real property encumbered by such Supplemental Declaration. Declarant shall have the right to reserve in a Supplemental Declaration any and all development rights which Declarant deems necessary or appropriate to complete the development of the property being annexed to the Property or which is otherwise necessary to meet the unique and particular aspects of such property.

(c) Effect of Expansion. Upon recordation of a Supplemental Declaration and a Supplemental Plat, the property described therein shall be subject to all covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. In the event any real property is annexed to the Property as provided herein, the definitions used in this Declaration shall automatically be expanded to encompass and refer to the Property as expanded. Accordingly, the term "Property" shall mean the real property described herein plus all additional real property annexed thereto pursuant to a Supplemental Declaration. The term "Lots" shall include those areas described as such herein and on the Plat as well as those areas so designated within any Supplemental Declaration or upon any Supplemental Plat. References to this Declaration shall mean this Declaration as so supplemented by any Supplemental Declaration. Upon recordation of a Supplemental

Declaration and Supplemental Plat, every Owner of a Lot in such annexed area shall, by virtue of ownership of such Lot, be a Member of the Districts and shall be entitled to the same rights and privileges and subject to the same duties and obligations as any other Members of the Districts, which rights and obligations shall include, but shall not be limited to, the obligation to pay fees to the Districts and the fees required hereunder.

(d) Annexation of Additional Unspecified Real Estate. Declarant hereby reserves the right, for the period set forth in this Article 7, to annex additional, unspecified real estate to the Property to the fullest extent permitted by law. In the event that Declarant elects to annex such additional property, Declarant shall annex such property to the Community in accordance with the provisions of this Article 7.

7.6 Withdrawal of Annexed Property.

Property for which a Supplemental Declaration has been recorded may be withdrawn from the Property by Declarant at any time prior to the time that any Lot contained therein has been conveyed to a third party. Such withdrawal may be accomplished by the execution, acknowledgment, and recordation of a "Notice of Withdrawal." The Notice of Withdrawal shall: (a) be executed and acknowledged by Declarant, as the Owner of the property being withdrawn; (b) contain an adequate legal description of the property being withdrawn from the Property; (c) contain a reference to the Supplemental Declaration by which such property was annexed to the Property including the date thereof and recording information of such Supplemental Declaration; (d) contain a statement and declaration that the such property is withdrawn from the Property and shall not be thereafter subject to this Declaration or the Supplemental Declaration for such property. The withdrawal of such property from the Property shall be effective upon the recordation of the Notice of Withdrawal and, upon the recordation of the Notice of Withdrawal, the property described therein shall no longer be part of the Property or subject to this Declaration or Supplemental Declaration for such Property.

7.7 Expansion of Permitted Property Uses.

Notwithstanding anything to the contrary contained herein, Declarant reserves the right to expand the permitted uses for Lots as provided in Article 3 hereof provided that such uses: (a) are consistent with Declarant's overall development plan for the Property; and (b) are in accordance with County rules, regulations, requirements and approvals.

ARTICLE 8 **MISCELLANEOUS**

8.1 Term of Declaration.

Unless amended as herein provided, each provision contained in this Declaration shall continue and remain in full force and effect until December 31, 2050, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least ninety-five percent (95%) of the voting power of Owners of Lots entitled to vote. In the event this Declaration is terminated, the termination of

this Declaration shall be evidenced by a termination agreement ("Termination Agreement"), or ratification thereof, executed by the requisite number of Owners. The Termination Agreement shall specify a date after which the Termination Agreement will be void unless recorded before such date. The Termination Agreement shall be recorded and the termination of this Declaration shall be effective upon such recording.

8.2 Amendment of Declaration by Declarant.

Until such time as Declarant has conveyed any portion of the Property to a third party, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Declarant reserves the right to unilaterally amend this Declaration in all circumstances permitted by law and which do not conflict with VA guidelines. Notwithstanding anything contained within this Declaration, and to the extent permitted by law, if Declarant determines that any amendments to this Declaration shall be necessary in order for existing or future Mortgages or other security instruments to be acceptable to the VA then Declarant shall have and hereby specifically reserves the right and power to make, execute and record any such amendments without obtaining approval of the Owners or Mortgagees (or any percentage thereof). Notwithstanding anything contained within this Declaration, during the period of Declarant control, amendments of documents previously approved by the VA, must be subsequently approved by the VA.

8.3 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be changed or repealed, and any such provision, covenant, condition, restriction or equitable servitude added to this Declaration at any time and from time to time upon approval of the amendment by Owners holding at least seventy-five percent (75%) of the voting power of the Owners entitled to vote provided that the Declarant so consents which consent must be obtained so long as the Declarant owns any Lot within the Property. The approval of any such amendment or repeal shall be evidenced by a certification executed by the requisite number of Owners, and, as provided in this Section 8.3, by the Declarant. Any amendment to this Declaration made hereunder shall be effective only when Recorded.

8.4 Notices.

Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone telecopier or telegraph. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Declarant and/or Districts for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Declarant and/or Districts and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Declarant and/or Districts.

8.5 Violations Constitute a Nuisance.

Any violation of any provision, covenant, condition, restriction, and equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

8.6 Enforcement.

Declarant, the Design Review Council, or any authorized agent of the Declarant or Design Review Council, may enforce any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in the Governing Documents.

8.7 Violations of Law.

Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all enforcement procedures set forth in this Declaration.

8.8 Remedies Cumulative.

Each remedy provided under this Declaration is cumulative and not exclusive.

8.9 Costs and Attorneys' Fees.

In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

8.10 Limitation on Liability.

The Design Review Council, Declarant, and any member, agent, or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

8.11 Liberal Interpretation.

The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8.12 Governing Law.

This Declaration shall be construed and governed under the laws of the State of Colorado.

8.13 Severability.

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

8.14 Number and Gender.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.

8.15 Captions for Convenience.

The titles, headings, and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

8.16 Mergers or Consolidations.

Upon a merger or consolidation of the Declarant with another entity, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated entity or, alternatively, the properties, rights, and obligations of another entity may, by operation of law, be added to the properties, rights and obligations of the Declarant as a surviving corporation pursuant to a merger. The surviving consolidated entity may administer and enforce the covenants, conditions, and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one plan.

8.17 Disclaimer Regarding.

DECLARANT HEREBY DISCLAIMS ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. ANY OWNER OF PROPERTY WITHIN THE PROPERTY ACKNOWLEDGES THAT DECLARANT IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY.


8.18 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, OR ANY IMPROVEMENT THEREON, ITS OR THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION,

MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, UNLESS AND EXCEPT AS SHALL BE SPECIFICALLY SET FORTH IN WRITING IN A SEPARATE DOCUMENT.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

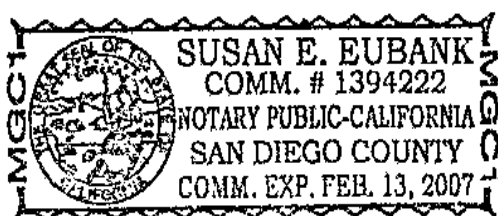
GTL, INC. DBA GTL DEVELOPMENT, INC.


By: 
Title: President, Paul K. Tchang

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On January 30, 2006 before me Susan E. Eubank,
a Notary Public in and for said State, personally appeared Paul K. Tchang
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the persons acted,
executed the instrument.

WITNESS my hand and official seal,



Signature 



211093737

**FIRST SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF FILING NO. 6)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this First Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350 (the "Supplemental Declaration") as of this 19th day of September, 2011.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

C. The purpose of this Supplemental Declaration is to annex certain land, Meridian Ranch Filing No. 6, (the "Annexable Property"), into the Declaration and to include certain land within the Property as defined in the Declaration.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

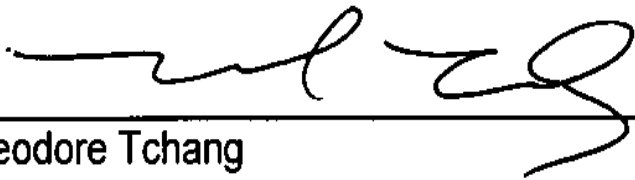
1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Supplemental Declaration is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"


By: Theodore Tchang
Its: President

STATE OF CALIFORNIA

)


) ss.

COUNTY OF SAN DIEGO

)

Subscribed and sworn to before me this 19th day of September, 2011, by Theodore Tchang.

Witness my hand and official seal


Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

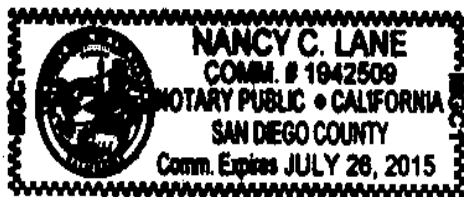


EXHIBIT "A"

Lots 1 through 54, inclusive, Meridian Ranch Filing No. 6, according to the Plat thereof recorded at Reception No. 211713142 on August 11, 2011.

**SECOND SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF FILING NO. 3)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Second Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350 (the "Supplemental Declaration") as of this 21st day of MAY, 2012.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

C. The purpose of this Supplemental Declaration is to annex certain land, Meridian Ranch Filing No. 3, (the "Annexable Property"), into the Declaration and to include certain land within the Property as defined in the Declaration.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

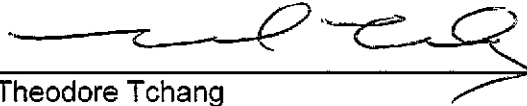
1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Supplemental Declaration is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"



By: Theodore Tchang
Its: President

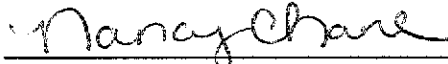
STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of March, 2012, by Theodore Tchang.

Witness my hand and official seal



Notary Public: Nancy C. Lane

My commission expires: July 26, 2015



EXHIBIT "A"

Lots 1 through 122, inclusive, Meridian Ranch Filing No. 3, according to the Plat thereof recorded at the Office of the Clerk and Recorder of El Paso County, Colorado Reception No. 212713205 on 3/21/2012.

**THIRD SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF FILING NO. 7 AND CORRECTION OF LOT NUMBERS FOR FILING NO. 3)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Third Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350 (the "Supplemental Declaration") as of this 20th day of March, 2013.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

E. The purpose of this Third Supplement is to annex certain land, Meridian Ranch Filing No. 7, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration, to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Filing No. 7, and to correct erroneous lot numbers for Filing No. 3 referenced in Sections 3.4, 3.9, 3.29 and 3.33 of the Declaration.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Third Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

Courtney

HTC

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Filing No. 7 Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,300 square feet for single level or any ranch style dwelling unit within Filing No. 7, Lots 1-131. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 7, Lots 1 through 131. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches for Filing No. 7, Lots 1 through 131. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

The dwelling units on Filings No. 7, Lots 1 through 131, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot. For any additional property than may be annexed and made subject to this Declaration, requirements as to garages and driveways for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 7, Lots 1 through 131, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules. For any additional property than may be annexed and made subject to this Declaration, requirements as to parking for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

5. Correction of Lot Numbers of Filing No. 3 in the Declaration

- a) The first paragraph, second sentence of the Recitals shall be corrected to read in its entirety as follows:

Declarant is also the owner of those certain parcels of land located in the County of El Paso, Colorado, legally described as MERIDIAN RANCH FILING NO. 3, LOTS 1-122, and MERIDIAN RANCH FILING NO. 6, LOTS 1-54.

- b) Article 3, Section 3.4 shall be corrected to read in its entirety as follows:

3.4 Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,300 square feet for single level or any ranch style dwelling unit within Filing No. 2, Lots 1-278 and Lots 340 through 350; Filing No. 3, Lots 1-122; Filing No. 6, Lots 1 through 54; and, not less than 1,500 square feet within Filing No. 2., Lots 279 through 339. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 2, Lots 1 through 278 and Lots 340 through 350; Filing no. 3, Lots 1 through 122; Filing No. 6, Lots 1 through 54; and 2,000 square feet within Filing No. 2, Lots 279 through 339.

Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Article 3, Section 3.9, shall be corrected to read in its entirety as follows:

3.9 Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches for Filing No. 2, Lots 1 through 278 and Lots 340 through 350; Filing No. 3, Lots 1 through 122; Filing No. 6, Lots 1 through 54; and, 12 inches for Filing No. 2, Lots 279 through 339. In addition, each Lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained.

d) The first paragraph in Article 3, Section 3.29, shall be corrected to read in its entirety as follows:

3.29 Garage and Driveway.

The dwelling units on Filings No. 2, Lots 1 through 278 and Lots 340 through 350; Filing No. 3, Lots 1 through 122; Filing No. 6, Lots 1 through 54, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements as may be approved by the Design Review Council. The dwelling units on Filing No. 2, Lots 279 through 339, shall include at least a three (3) car or larger fully enclosed garage or such equivalent garage arrangements as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot. For any additional property that may be annexed and made subject to this Declaration, requirements as to garages and driveways for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

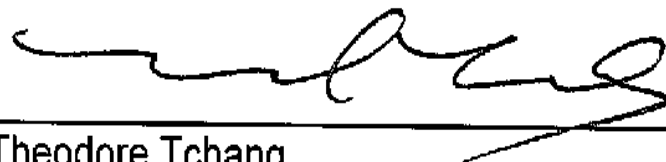
e) Article 3, Section 3.33, shall be amended to read in its entirety as follows:

3.33 Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 2, Lots 1 through 278 and 340 through 350; filing No. 3, Lots 1 through 122; Filing No. 6, Lots 1 through 54, may be parked on a driveway at any one time and a total of three (3) vehicles belonging to a guest or a resident of Filing No. 2, Lots 279 through 339, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"



By: Theodore Tchang
Its: President

STATE OF CALIFORNIA

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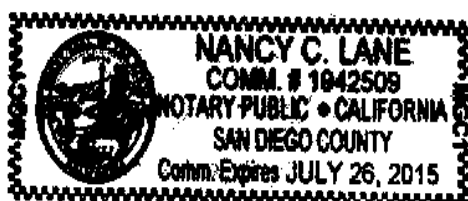
) ss.

COUNTY OF SAN DIEGO

)

Subscribed and sworn to before me this 20th day of March, 2013, by Theodore Tchang.

Witness my hand and official seal



Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

EXHIBIT "A"

Lots 1 through 131, inclusive, Meridian Ranch Filing No. 7, according to the Plat thereof recorded at Reception No. 213713309 on March 20, 2013.

WAYNE W. WILLIAMS
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El Paso County, CO



213140638

**FOURTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF MERIDIAN RANCH ESTATES FILING NO. 2)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Third Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH ESTATES FILING NO. 2, LOTS 1 - 33 (the "Supplemental Declaration") as of this 20th day of November, 2013.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement")

E. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

F. The purpose of this Fourth Supplement is to annex certain land, Meridian Ranch Estates Filing No. 2, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch Estates Filing No. 2.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Fourth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Meridian Ranch Estates Filing No. 2 Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,700 square feet for single level or any ranch style dwelling unit within Meridian Ranch Estates Filing No. 2, Lots 1-33. For multi-level dwellings the gross finished floor area shall be not less than 2,400 square feet within Meridian Ranch Estates Filing No. 2, Lots 1 through 33. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 12 inches in Meridian Ranch Estates Filing No. 2, Lots 1 through 33. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

The dwelling units on Meridian Ranch Estates Filing No. 2, Lots 1 through 33, shall include at least a three (3) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of three (3) vehicles belonging to a guest or a resident of Meridian Ranch Estates Filing No. 2, Lots 1 through 33, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"



By: Douglas E. Woods
Its: Vice President

STATE OF CALIFORNIA

)


) ss.

COUNTY OF SAN DIEGO

)

Subscribed and sworn to before me this 29th day of October, 2013, by Douglas E. Woods.

Witness my hand and official seal


Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

EXHIBIT "A"

Lots 1 through 33, inclusive, Meridian Ranch Estates Filing No. 2, according to the Plat thereof recorded at Reception No. _____ on _____, 2013.

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El Paso County, CO
213143445



WAYNE W. WILLIAMS
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El Paso County, CO



213140638

**FOURTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF MERIDIAN RANCH ESTATES FILING NO. 2)**

**RE-RECORDED TO INSERT
RECEPTION NUMBER AND
DATE ON PAGE 4, EXHIBIT "A"**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Third Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH ESTATES FILING NO. 2, LOTS 1 - 33 (the "Supplemental Declaration") as of this 20th day of November, 2013.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement")

E. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

F. The purpose of this Fourth Supplement is to annex certain land, Meridian Ranch Estates Filing No. 2, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch Estates Filing No. 2.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Fourth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Meridian Ranch Estates Filing No. 2 Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,700 square feet for single level or any ranch style dwelling unit within Meridian Ranch Estates Filing No. 2, Lots 1-33. For multi-level dwellings the gross finished floor area shall be not less than 2,400 square feet within Meridian Ranch Estates Filing No. 2, Lots 1 through 33. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 12 inches in Meridian Ranch Estates Filing No. 2, Lots 1 through 33. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

The dwelling units on Meridian Ranch Estates Filing No. 2, Lots 1 through 33, shall include at least a three (3) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of three (3) vehicles belonging to a guest or a resident of Meridian Ranch Estates Filing No. 2, Lots 1 through 33, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"



By: Douglas E. Woods
Its: Vice President

STATE OF CALIFORNIA

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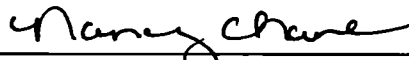
) ss.

COUNTY OF SAN DIEGO

)

Subscribed and sworn to before me this 29th day of October, 2013, by Douglas E. Woods.

Witness my hand and official seal



Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

EXHIBIT "A"

Lots 1 through 33, inclusive, Meridian Ranch Estates Filing No. 2, according to the Plat thereof recorded at Reception No. 213713406 on November 20, 2013.



**FIFTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF MERIDIAN RANCH FILING NO. 11A)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH 11A, LOTS -1 - 118(the "Supplemental Declaration") as of this 17th day of September, 2014.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement")

E. Declarant executed and caused to be recorded that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Estates Filing No. 2), recorded November 27, 2013, under Reception No. 213143445 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fourth Supplement")

F. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

G. The purpose of this Fifth Supplement is to annex certain land, Meridian Ranch Filing No. 11A, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch Estates Filing No. 2.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Fifth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Filing No. 11A Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,300 square feet for single level or any ranch style dwelling unit within Filing No. 11A, Lots 1 - 118. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 11A, Lots 1 - 118. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches for Filing No. 11A, Lots 1 - 118. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that

has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

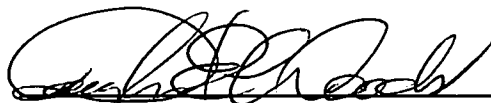
The dwelling units on Filings No. 11A, Lots 1 - 118, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot. For any additional property than may be annexed and made subject to this Declaration, requirements as to garages and driveways for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 11A, Lots 1 - 118, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules. For any additional property than may be annexed and made subject to this Declaration, requirements as to parking for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"



By: Douglas E. Woods
Its: Vice President

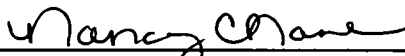
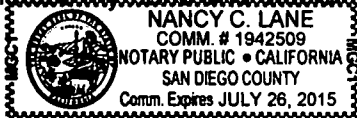
STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 17th day of September, 2014, by Douglas E. Woods.

Witness my hand and official seal



Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

EXHIBIT "A"

Lots 1 - 118, inclusive, Meridian Ranch Filing No. 11A, according to the Plat thereof recorded at Reception No. 214713513 on October 2, 2014.

**SIXTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF MERIDIAN RANCH FILING NO. 8)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 8, LOTS -1 - 145 (the "Supplemental Declaration") as of this 9th day of July, 2015.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement")

E. Declarant executed and caused to be recorded that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Estates Filing No. 2), recorded November 27, 2013, under Reception No. 213143445 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fourth Supplement")

F. Declarant executed and caused to be recorded that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 11A), recorded October 2, 2014, under Reception No. 214090164 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fifth Supplement")

G. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

H. The purpose of this Sixth Supplement is to annex certain land, Meridian Ranch Filing No. 8, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch Filing No. 8.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Fifth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Filing No. 8 Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,300 square feet for single level or any ranch style dwelling unit within Filing No. 8, Lots 1 - 145. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 8, Lots 1 - 145. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches for Filing No. 8, Lots 1 - 145. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to

neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

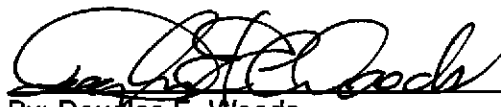
The dwelling units on Filings No. 8, Lots 1 - 145, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot. For any additional property than may be annexed and made subject to this Declaration, requirements as to garages and driveways for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 8, Lots 1 - 145, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules. For any additional property than may be annexed and made subject to this Declaration, requirements as to parking for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"



By: Douglas E. Woods
Its: Vice President

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 9th day of July, 2015, by Douglas E. Woods.

Witness my hand and official seal

Nancy C. Lane

Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

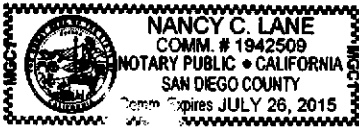


EXHIBIT "A"

Lots 1 - 145, inclusive, Meridian Ranch Filing No. 8, according to the Plat thereof recorded at Reception No. 215713635 on June 22, 2015.

Chuck Broerman
10/06/2015 10:47:42 AM
Doc \$0.00 5
Rec \$31.00 Pages

El Paso County, CO



215108840

**SEVENTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF MERIDIAN RANCH FILING NO. 11B)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 11B, LOTS -119 - 200 (the "Supplemental Declaration") as of this 21st day of July, 2015.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement")

E. Declarant executed and caused to be recorded that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Estates Filing No. 2), recorded November 27, 2013, under Reception No. 213143445 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fourth Supplement")

F. Declarant executed and caused to be recorded that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 11A), recorded October 2, 2014, under Reception No. 214090164 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fifth Supplement")

G. Declarant executed and caused to be recorded that certain Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 8), recorded July 21, 2015, under Reception No. 215077619 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Sixth Supplement")

H. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

I. The purpose of this Seventh Supplement is to annex certain land, Meridian Ranch Filing No. 11B, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch Filing No. 11B.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Sixth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Filing No. 11B Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,300 square feet for single level or any ranch style dwelling unit within Filing No. 11B, Lots 119 - 200. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 11B, Lots 119 - 200. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches for Filing No. 11B, Lots 119 - 200. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design

Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

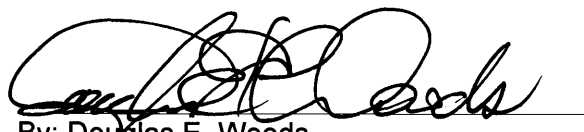
The dwelling units on Filings No. 11B, Lots 119 - 200, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot. For any additional property than may be annexed and made subject to this Declaration, requirements as to garages and driveways for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 11B, Lots 119 - 200, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules. For any additional property than may be annexed and made subject to this Declaration, requirements as to parking for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"


By: Douglas E. Woods
Its: Vice President

STATE OF CALIFORNIA

)

) ss.

COUNTY OF SAN DIEGO

)

Subscribed and sworn to before me this 23rd day of July, 2015, by Douglas E. Woods.

Witness my hand and official seal

Nancy C Lane

Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

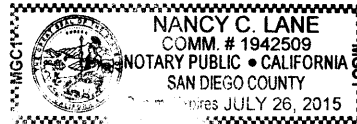


EXHIBIT "A"

Lots 119 - 200, inclusive, Meridian Ranch Filing No. 11B, according to the Plat thereof recorded at
Reception No. _____ on _____.

Chuck Broerman
10/06/2015 10:47:42 AM
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Rec \$31.00 Pages

****CORRECTION****

El Paso County, CO



215108840

**SEVENTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF MERIDIAN RANCH FILING NO. 11B)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 11B, LOTS -119 - 200 (the "Supplemental Declaration") as of this 21st day of July, 2015.

RECITALS

- A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").
- B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement").
- C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement").
- D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement").
- E. Declarant executed and caused to be recorded that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Estates Filing No. 2), recorded November 27, 2013, under Reception No. 213143445 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fourth Supplement").
- F. Declarant executed and caused to be recorded that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 11A), recorded October 2, 2014, under Reception No. 214090164 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fifth Supplement").
- G. Declarant executed and caused to be recorded that certain Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 8), recorded July 21, 2015, under Reception No. 215077619 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Sixth Supplement").
- H. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.
- I. The purpose of this Seventh Supplement is to annex certain land, Meridian Ranch Filing No. 11B, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch Filing No. 11B.

**** This document re-recorded to add Plat recording information on Exhibit A****

07/16/15

HTC

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Sixth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Filing No. 11B Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,300 square feet for single level or any ranch style dwelling unit within Filing No. 11B, Lots 119 - 200. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 11B, Lots 119 - 200. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches for Filing No. 11B, Lots 119 - 200. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design

Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

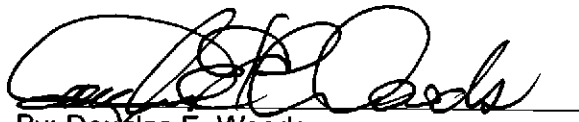
The dwelling units on Filings No. 11B, Lots 119 - 200, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot. For any additional property than may be annexed and made subject to this Declaration, requirements as to garages and driveways for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 11B, Lots 119 - 200, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules. For any additional property than may be annexed and made subject to this Declaration, requirements as to parking for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"


By: Douglas E. Woods
Its: Vice President

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss.
)

Subscribed and sworn to before me this 23rd day of July, 2015, by Douglas E. Woods.

Witness my hand and official seal

Nancy C. Lane

Notary Public: Nancy C. Lane

My commission expires: July 26, 2015

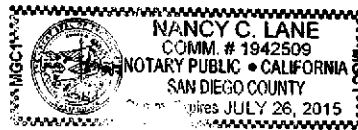


EXHIBIT "A"

Lots 119 - 200, inclusive, Meridian Ranch Filing No. 11B, according to the Plat thereof recorded at Reception No. 215713682 on October 6, 2015.

**EIGHTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF MERIDIAN RANCH FILING NO. 9)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 9, LOTS 1 through 181 (the "Supplemental Declaration") as of this 18th day of April, 2016.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement")

E. Declarant executed and caused to be recorded that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Estates Filing No. 2), recorded November 27, 2013, under Reception No. 213143445 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fourth Supplement")

F. Declarant executed and caused to be recorded that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 11A), recorded October 2, 2014, under Reception No. 214090164 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fifth Supplement")

G. Declarant executed and caused to be recorded that certain Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 8), recorded July 21, 2015, under Reception No. 215077619 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Sixth Supplement")

H. Declarant executed and caused to be recorded that certain Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 11B), recorded October 6, 2015, under Reception No. 215108840 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Seventh Supplement")

Chuck Broerman

El Paso County, CO

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I. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

J. The purpose of this Eighth Supplement is to annex certain land, Meridian Ranch Filing No. 9, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch Filing No. 9.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Eighth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. Filing No. 9 Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,300 square feet for single level or any ranch style dwelling unit within Filing No. 9, Lots 1 through 32, 40 through 54 and 86 through 181; and not less than 1,500 square feet within Filing No. 9, Lots 33 through 39 and 55 through 85. For multi-level dwellings the gross livable finished floor area shall be not less than 1,500 square feet within Filing No. 9, Lots 1 through 32, 40 through 54 and 86 through 181; and not less than 2,200 square feet within Filing No. 9, Lots 33 through 39 and 55 through 85. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles

of structures a and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches for Filing No. 9, Lots 1 through 181. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

The dwelling units on Filing No. 9, Lots 1 through 32, 40 through 54 and 86 through 181, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. The dwelling units on Filing No. 9, Lots 33 through 39 and 55 through 85, shall include at least a three (3) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot. For any additional property than may be annexed and made subject to this Declaration, requirements as to garages and driveways for applicable Lots will be set forth in the Supplement Declaration that annexes the property.


d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of Filing No. 9, Lots 1 through 32, 40 through 54 and 86 through 181; and a total of three (3) vehicles belonging to a guest or a resident of Filing No. 9, Lots 33 through 39 and 55 through 85, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to

these restrictions. All parking within the Property is subject in all respects to the Rules. For any additional property than may be annexed and made subject to this Declaration, requirements as to parking for applicable Lots will be set forth in the Supplement Declaration that annexes the property.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"


By: Raul Guzman
Its: Vice President

STATE OF CALIFORNIA

)

) ss.

COUNTY OF SAN DIEGO

)

Subscribed and sworn to before me this 18th day of April, 2016, by Raul Guzman.

Witness my hand and official seal


Notary Public: Nancy C. Lane

My commission expires: July 26, 2019

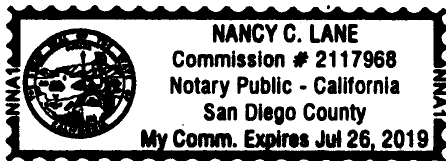


EXHIBIT "A"

Lots 1 through 181, inclusive, Meridian Ranch Filing No. 9, according to the Plat thereof recorded at
Reception No: 216713763 on May 9, 2016.

**TENTH SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERIDIAN RANCH FILING NO. 2, LOTS 1-350
(ANNEXATION OF THE VISTAS FILING NO. 1 AT MERIDIAN RANCH)**

GTL, INC., dba GTL Development, Inc. (the undersigned "Declarant") enters into and executes this Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for THE VISTAS FILING NO. 1 AT MERIDIAN RANCH, LOTS 1 through 221 (the "Supplemental Declaration") as of this 4th day of April, 2017.

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for MERIDIAN RANCH FILING NO. 2, LOTS 1-350, recorded February 1, 2006, under Reception No. 206016492 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado, (the "Declaration").

B. Declarant executed and caused to be recorded that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 6), recorded Sept. 27, 2011, under Reception No. 211093737 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "First Supplement")

C. Declarant executed and caused to be recorded that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 3), recorded March 22, 2012, under Reception No. 212032291 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Second Supplement")

D. Declarant executed and caused to be recorded that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Filing No. 7 and Correction of Lot Numbers for Filing No. 3), recorded March 22, 2013, under Reception No. 213037874 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Third Supplement")

E. Declarant executed and caused to be recorded that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Estates Filing No. 2), recorded November 27, 2013, under Reception No. 213143445 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fourth Supplement")

F. Declarant executed and caused to be recorded that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 11A), recorded October 2, 2014, under Reception No. 214090164 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Fifth Supplement")

G. Declarant executed and caused to be recorded that certain Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 8), recorded July 21, 2015, under Reception No. 215077619 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Sixth Supplement")

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El Paso County, CO



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H. Declarant executed and caused to be recorded that certain Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 11B), recorded October 6, 2015, under Reception No. 215108840 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado. The Seventh Supplement was corrected to include the Plat recording information on Exhibit 'A' and re-recorded April 20, 2016 under Reception No. 215108840 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Seventh Supplement")

I. Declarant executed and caused to be recorded that certain Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Filing No. 9), recorded May 9, 2016, under Reception No. 216049190 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Eighth Supplement")

J. Declarant executed and caused to be recorded that certain Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 (Annexation of Meridian Ranch Estates Filing No. 3), recorded October 10, 2016, under Reception No. 216116849 of the records of the Office of the Clerk and Recorder of El Paso County, Colorado (the "Ninth Supplement")

K. Article 7 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplements to the Declaration.

L. The purpose of this Tenth Supplement is to annex certain land, The Vistas Filing No. 1 at Meridian Ranch, (the "Annexable Property"), into the Declaration, to include certain land within the Property as defined in the Declaration and to delineate the specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking in Meridian Ranch.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner, as defined in the Declaration, and his successors in interest, and the Design Review Council No. 2 and its successors in interest.

1. Legal Description of the Annexable Property Being Annexed. The legal description of the Lots within the Annexable Property being annexed to the Declaration and the Property by this Ninth Supplement is set forth on Exhibit A, attached hereto and incorporated herein.

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Property pursuant to the provisions of Article 7 of the Declaration.

3. Effect of Annexation. The Annexable Property described in Exhibit A, and the Lots identified therein, shall be deemed to be included within the Property covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessment obligations set forth in the Declaration. The Annexable Property described in Exhibit A and the Lots identified therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Design Review Council No. 2, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

4. The Vistas Filing No. 1 at Meridian Ranch Specific requirements as to minimum square footage requirements, weeds and diseased trees, garages and driveways and parking.

a) Square Footage.

Unless otherwise approved in writing by the Design Review Council, no dwelling unit shall be erected on any Lot which, exclusive of basements below garden level, porches, patios, covered by unenclosed areas, garages, and any attached accessory buildings, has a gross livable finished floor area less than 1,200 square feet for single level or any ranch style dwelling unit within The Vistas Filing No. 1 at Meridian Ranch. For multi-level dwellings the gross finished floor area shall be not less than 1,300 square feet within The Vistas Filing No. 1 at Meridian Ranch, Lots 1 through 221. Notwithstanding the above minimum square footage requirements, if, in the sole and absolute discretion of the Design Review Council, the size, construction cost, architectural design or other features of a proposed dwelling unit cause it to be compatible to existing dwelling units within the Property, the Design Review Council shall have the authority to waive the minimum square footage requirements set forth in this Section. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the minimum square footage for various styles of structures and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

b) Weeds and Diseased Trees.

The entire area of every Lot (except approved landscape areas) shall be kept mowed to a maximum height of 6 inches in The Vistas Filing No. 1 at Meridian Ranch, Lots 1 through 221. In addition, each Lot shall be kept free from brush or other growth or trash, which, in the reasonable opinion of the Design Review Council, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed shall be kept free from plant or weeds infested with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Council, are likely to cause the spread of infestation or weeds to neighboring property. Trees infested with mistletoe, pine beetle or other diseases, shall be removed by the Owner. To the extent an Owner removes existing trees or plants, the Owner shall be responsible for promptly replacing any removed trees or plants with healthy trees and plants of the same general type. Design Review Council approval is not necessary for installing replacement plant materials of the same general type, however, if the Owner intends to install plant materials of a different type Design Review Council written consent must be obtained. For any additional property, not identified herein, that has been or may be annexed and made subject to this Declaration, the requirements regarding weeds and diseased trees and applicable Lots will be set forth in the Supplement Declaration that annexes the property.

c) Garages and Driveway.

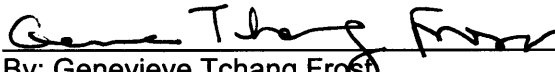
The dwelling units on The Vistas Filing No. 1 at Meridian Ranch, Lots 1 through 221, shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements, as may be approved by the Design Review Council. All primary driveways must be constructed of concrete, colored concrete, textured concrete, brick, tile or slate, or a combination thereof. Dirt, gravel, and asphalt will not be permitted. Driveways may not comprise more than sixty-five percent (65%) of the front portion of any Lot.

d) Parking.

Except as expressly heretofore provided, no part of the public street adjoining the Property, no part of any Lot, and no part of other public areas, unless specifically designated by the Design Review Council, shall be used for the parking, storage or display of any vehicles including private passenger vehicles and pickup trucks. Parking on driveways is permitted subject to the provision of Section 3.24 and further subject to the limitation that a total of two (2) vehicles belonging to a guest or a resident of The Vistas Filing No. 1 at Meridian Ranch, Lots 1 through 221, may be parked on a driveway at any one time. Temporary parking (less than 24 hours) of guests' vehicles for the duration of a social gathering shall not be subject to these restrictions. All parking within the Property is subject in all respects to the Rules.

IN WITNESS WHEREOF, the Declarant has executed this the date and year first above written.

GTL, INC. dba GTL DEVELOPMENT, INC., "Declarant"



By: Genevieve Tchang Frost
Its: Vice President

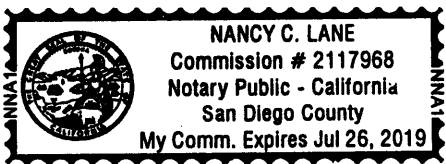
STATE OF CALIFORNIA

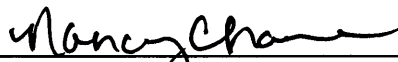
)
) ss.
)

COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 4th day of April, 2017, by Genevieve Tchang Frost.

Witness my hand and official seal





Notary Public: Nancy C. Lane

My commission expires: July 26, 2019

EXHIBIT "A"

Lots 1 through 221, inclusive, The Vistas Filing No. 1 at Meridian Ranch, according to the Plat thereof recorded at Reception No. 217713953 on 5/10, 2017.

RESOLUTION NO. 05-555BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

AMEND OVERALL PUD DEVELOPMENT PLAN OF MERIDIAN RANCH (PUD-05-008)-MERIDIAN RANCH INVESTMENTS, INC.

WHEREAS, Meridian Ranch Investments, Inc., did file a petition with the Planning Division of El Paso County to Amend the Overall PUD (Planned Unit Development Plan of Meridian Ranch; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on November 29, 2006, upon which date the Planning Commission did by formal resolution recommend approval of the subject Zone change petition with conditions and notations; and

WHEREAS, a public hearing was held by this Board on December 29, 2006; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Development Services, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, 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.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed PUD (Planned Unit Development) District zoning is in general conformity with the Master Plan for El Paso County, Colorado, or the applicable comprehensive plan or any amendments thereto.
4. The proposed land use will be compatible with existing and permitted land uses in the surrounding area and will be in harmony and responsive with the character of the surrounding area.
5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.

6. A need for development has been demonstrated.
7. The proposed development will not have a negative effect upon the existing and future development of the surrounding area.
8. The proposed PUD (Planned Unit Development) District zoning will achieve and advance the stated purposes set forth in Section 16 of the El Paso County Land Development Code.
9. The existing and proposed public services and facilities are adequate for the proposed development, and the proposed public services and facilities will be timely provided.
10. The existing and proposed internal/external transportation network is suitable and adequate to carry the anticipated traffic generated by the proposed development, and the proposed transportation network improvements will be timely provided.
11. For the above-stated and other reasons, the proposed Zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Meridian Ranch Investments, Inc., to Amend the Overall PUD (Planned Unit Development Plan of Meridian Ranch Zone District for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions and notation shall be placed upon this approval:

CONDITIONS:

1. If for any reason a lower level/basement is to be built on the site, then an underdrain system may need to be installed to help compensate for the high groundwater.
2. Recommend that the applicant obtain documentation from FWS regarding threatened and endangered species impacts prior to proceeding with the project.
3. With each Preliminary Plan the applicant shall work with the El Paso County Parks Department to determine acreage and

acceptable locations for park area or areas, and include them on the plan.

4. Buffering between the commercial and residential uses shall be reflected with any rezoning request for the commercial properties. The developer of the commercial land shall be required to provide the buffering and said requirement shall be a condition of approval for the rezoning requests.
5. A completed U.S. Army Corps of Engineers permit should be provided to the El Paso County Development Services Department prior to project commencement if ground disturbing activities would occur in wetland areas. Alternatively, a letter from a qualified wetland scientist indicating why such a permit is not required for this project would be acceptable.
6. Information regarding wildlife protection measures should be provided including fencing requirements, garbage containment, pets, enhancement/maintenance of natural vegetation, weed control, and riparian/wetland protection/buffer zones as appropriate. Information can be obtained from the Colorado Division of Wildlife.
7. The applicant/developer and/or property owner shall be required to participate in a fair and equitable fashion in the upgrading of Woodmen Road and Meridian Road.
8. Approval is contingent upon the development participating in a fair and equitable manner in the Woodmen Road Metropolitan District and in the Falcon Small Area Traffic Study.
9. Applicable Park and School fees shall be paid with any Final Plats.
10. All owners of record must sign the Development Plan.
11. The Development Plan shall be recorded in the office of the El Paso County Clerk & Recorder prior to scheduling any Final Plats for hearing by the Planning Commission.

12. Development of the property shall be in accordance with this overall PUD Development Plan. All subsequent specific Development Plans submitted and processed shall be consistent with the overall PUD Development Plan. Minor modifications may be made subject to the limitations contained in Section 16, paragraph Q. of the El Paso County Land Development Code.
13. No building permits shall be issued prior to recording the Development Plan and Final Plat.
14. Prior to approval of a Plot Plan the land use(s), densities, setbacks, height limits, access locations, and lot area coverage as depicted on the Plot Plan shall be found to be in conformance with the Development Plan as approved by the Board of County Commissioners.
15. Development of the property shall be in accordance with this overall PUD Development Plan. All subsequent specific Development Plans submitted and processed shall be consistent with the overall PUD Development Plan. Minor modifications may be made subject to the limitations contained in Section 16, paragraph Q. of the El Paso County Land Development Code.
16. As each Preliminary Plan is submitted a specific PUD (Planned Unit Development) District addressing that particular phase shall be submitted and processed concurrently.
17. Individual well and septic systems will only be allowed on lots of 2½ acres or larger with required approvals from all applicable entities including, but not limited to, both State and County agencies.
18. Based on the submitted Overall PUD the following overall density caps shall be applied to this project:

A total of three thousand two hundred seventy-five (3,275) dwelling units.

19. Prior to building permit authorization by the Development Services Department, proof of payment in the amount of \$1,500.00 per lot to the 501(c)(3) "Falcon Community Builders for Classrooms" or School District #49 shall be provided to the Development Services Department.
20. At the time of recording the Final Plat, the Notice of Special District Disclosure (Exhibit B) shall be recorded. All future lot owners may contact the Metropolitan District(s) or El Paso County Development Services Department records to make further inquiries regarding the taxing authority of the District(s).

NOTATION:

1. If a rezone petition has been disapproved by the Board of County Commissioners, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 29th day of December 2006, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By: 
Deputy County Clerk

By: 
Chair

Resolution No. 05-555
EXHIBIT A, PAGE 1

A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19, 20, 21, 29 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE S89°18'07"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 96.64 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°18'07"E CONTINUING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 250181 FEET TO THE NORTHWEST CORNER OF SAID SECTION 20;
2. THENCE S89°25'43"E ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 5267.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 21;
3. THENCE S89°25'52"E ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2440.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD (A 60 FOOT RIGHT-OF-WAY), SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO THE RIGHT; THE FOLLOWING ELEVEN (11) COURSES FOLLOW SAID WESTERLY RIGHT-OF-WAY LINE:
4. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 13°54'23", AN ARC LENGTH OF 162.62 FEET, WHOSE LONG CHORD BEARS S03°23'29"W A DISTANCE OF 162.22 FEET;
5. THENCE S10°18'59"W A DISTANCE OF 274.70 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1370.00 FEET, A DELTA ANGLE OF 09°29'38", AN ARC LENGTH OF 227.01 FEET, WHOSE LONG CHORD BEARS S 15°04' 14"W A DISTANCE OF 226.75 FEET;
7. THENCE S19°49'07"W A DISTANCE OF 1863.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
8. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1270.00 FEET, A DELTA ANGLE OF 12°00'46", AN ARC LENGTH OF 266.27 FEET, WHOSE LONG CHORD BEARS S25°49'46"W A DISTANCE OF 265.78 FEET;
9. THENCE S31 °50' 10"W A DISTANCE OF 1517.63 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;
10. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1830.00 FEET, A DELTA ANGLE OF 39°00'58",

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EXHIBIT A, PAGE 2

- AN ARC LENGTH OF 1246.15 FEET, WHOSE LONG CHORD BEARS S 12° 18'48"W A DISTANCE OF 1222.22 FEET;
11. THENCE S07°10'13"E A DISTANCE OF 777.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
 12. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1570.00 FEET, A DELTA ANGLE OF 45°15'22", AN ARC LENGTH OF 1240.09 FEET, WHOSE LONG CHORD BEARS S15°26'34"W A DISTANCE OF 1208.10 FEET;
 13. THENCE S38°03'54"W A DISTANCE OF 508.39 FEET;
 14. THENCE S38°44'41"W A DISTANCE OF 3902.59 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29;
 15. THENCE N89°23'27"W ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 143.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 29;
 16. THENCE N89°25'42"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 2633.46 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 30;
 17. THENCE N89°38'37"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 372.83 FEET TO THE SOUTHEAST CORNER OF MERIDIAN
- RANCH FILING NO.1 AS RECORDED AT RECEPTION NO. 202156316 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING FOUR (4) COURSES FOLLOW THE EASTERLY LINE OF SAID FILING NO. 1:

18. THENCE N36°21'00"W A DISTANCE OF 2099.67 FEET;
19. THENCE N17°48'51"E A DISTANCE OF 307.91 FEET;
20. THENCE N06°31'59"W A DISTANCE OF 685.08 FEET;
21. THENCE N16°34'36"E A DISTANCE OF 597.89 FEET;
22. THENCE S73°25'24"E A DISTANCE OF 106.84 FEET TO A POINT OF CURVE TO THE LEFT;
23. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 26°53'32", AN ARC LENGTH OF 497.52 FEET, WHOSE LONG CHORD BEARS S86°52' 10"E A DISTANCE OF 492.96 FEET;
24. THENCE N79°41'04"E A DISTANCE OF 740.84 FEET TO A POINT OF CURVE TO THE RIGHT;
25. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 4940.00 FEET, A DELTA ANGLE OF 12°36'36", AN ARC LENGTH OF 1087.23 FEET, WHOSE LONG CHORD BEARS N85°59'22"E A DISTANCE OF 1085.04 FEET;

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26. THENCE N02°17'40"E A DISTANCE OF 135.00 FEET;
27. THENCE N20°33'52"E A DISTANCE OF 220.67 FEET;
28. THENCE N05°44'56"E A DISTANCE OF 492.58 FEET;
29. THENCE N02°03'08"W A DISTANCE OF 68.68 FEET;
30. THENCE N20°21'00"E A DISTANCE OF 122.35 FEET;
31. THENCE N29°28'04"E A DISTANCE OF 213.35 FEET;
32. THENCE N25°58'15"E A DISTANCE OF 91.22 FEET;
33. THENCE N03°27'48"E A DISTANCE OF 182.44 FEET;
34. THENCE N76°39'22"E A DISTANCE OF 142.62 FEET;
35. THENCE N29°51'44"E A DISTANCE OF 136.11 FEET;
36. THENCE N15°56'39"W A DISTANCE OF 161.03 FEET;
37. THENCE N63°33'40"W A DISTANCE OF 154.43 FEET;
38. THENCE S68°49'19"W A DISTANCE OF 167.55 FEET;
39. THENCE N02°32'54"W A DISTANCE OF 87.94 FEET;
40. THENCE N15°56'39"W A DISTANCE OF 166.52 FEET;
41. THENCE N71°57'57"W A DISTANCE OF 167.33 FEET;
42. THENCE S75°04'52"W A DISTANCE OF 209.68 FEET TO A PONT ON A NON-TANGENT CURVE TO THE RIGHT;
43. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 680.00 FEET, A DELTA ANGLE OF 66°39'10", AN ARC LENGTH OF 791.05 FEET, WHOSE LONG CHORD BEARS N22°12'43"W A DISTANCE OF 747.20 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
44. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 570.00 FEET, A DELTA ANGLE OF 02°54'49", AN ARC LENGTH OF 28.99 FEET, WHOSE LONG CHORD BEARS N54°04'53"W A DISTANCE OF 28.98;
45. THENCE N37°22'31"E A DISTANCE OF 123.01 FEET;
46. THENCE N51°30'23"W A DISTANCE OF 61.40 FEET;
47. THENCE N40°51'50"W A DISTANCE OF 61.53 FEET;
48. THENCE N33°01'25"W A DISTANCE OF 61.53 FEET;
49. THENCE N25°10'59"W A DISTANCE OF 61.53 FEET;
50. THENCE N18°13'42"W A DISTANCE OF 63.21 FEET;
51. THENCE N17° 12'24"W A DISTANCE OF 137.00 FEET;
52. THENCE N72°47'36"E A DISTANCE OF 49.85 FEET;
53. THENCE N17°12'24"W A DISTANCE OF 191.90 FEET;
54. THENCE N20°01'35"W A DISTANCE OF 196.99 FEET;
55. THENCE N03°48'45"W A DISTANCE OF 426.49 FEET;
56. THENCE N02°57'02"E A DISTANCE OF 225.64 FEET;
57. THENCE N12°05'09"W A DISTANCE OF 254.83 FEET TO A PONT ON A NON-TANGENT CURVE TO THE LEFT;
58. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE

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- LEFT WITH A RADIUS OF 330.00 FEET, A DELTA ANGLE OF 09°46'37", AN ARC LENGTH OF 56.31 FEET, WHOSE LONG CHORD BEARS N24°41'53"E A
59. DISTANCE OF 56.24 FEET TO A PONT OF REVERSE CURVE TO THE RIGHT;
 60. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 1970.00 FEET, A DELTA ANGLE OF 01°58'40", AN ARC LENGTH OF 68.00 FEET, WHOSE LONG CHORD BEARS N20°47'54"E A DISTANCE OF 68.00 FEET TO A PONT OF REVERSE CURVE TO THE LEFT;
 61. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE LEFT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 23°51'38", AN ARC LENGTH OF 262.36 FEET, WHOSE LONG CHORD BEARS N09°51'25"E A DISTANCE OF 260.47 FEET;
 62. THENCE N02°04'24"W A DISTANCE OF 25.92 FEET;
 63. THENCE N02°25' 18"W A DISTANCE OF 120.01 FEET TO A PONT ON A NON-TANGENT CURVE TO THE LEFT;
 64. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 3360.00 FEET, A DELTA ANGLE OF 15°59'39", AN ARC LENGTH OF 937.95 FEET, WHOSE LONG CHORD BEARS S80°25'43"W A DISTANCE OF 934.91 FEET;
 65. THENCE S72°25'54"W A DISTANCE OF 667.45 FEET TO A PONT OF CURVE TO THE RIGHT;
 66. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1440.00 FEET, A DELTA ANGLE OF 23°10'54", AN ARC LENGTH OF 582.62 FEET, WHOSE LONG CHORD BEARS S84°01'21"W A DISTANCE OF 578.65 FEET;
 67. THENCE N84°23'13"W A DISTANCE OF 296.89 FEET;
 68. THENCE N05°36'47"E A DISTANCE OF 360.00 FEET;
 69. THENCE N84°23'13"W A DISTANCE OF 184.53 FEET;
 70. THENCE N05°36'47"E A DISTANCE OF 317.98 FEET;
 71. THENCE N12°01'06"W A DISTANCE OF 369.60 FEET;
 72. THENCE N07° 18'36"W A DISTANCE OF 369.72 FEET;
 73. THENCE N19°06' 14"W A DISTANCE OF 95.20 FEET TO A PONT ON A NON-TANGENT CURVE TO THE LEFT;
 74. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 630.00 FEET, A DELTA ANGLE OF 06°07'00", AN ARC LENGTH OF 67.26 FEET, WHOSE LONG CHORD BEARS N62°37'13"E A DISTANCE OF 67.22 FEET TO A PONT OF REVERSE CURVE TO THE RIGHT;
 75. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 04°20'00", AN

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EXHIBIT A, PAGE 5

ARC LENGTH OF 35.55 FEET, WHOSE LONG CHORD BEARS
N61°43'43"E A DISTANCE OF 35.54 FEET;

76. THENCE N26°06'17"W A DISTANCE OF 69.05 FEET;
 77. THENCE N32°49' 15"W A DISTANCE OF 243.82 FEET;
 78. THENCE N01°07'36"W A DISTANCE OF 743.05 FEET TO THE TRUE
PONT OF BEGINNING OF THIS DESCRIPTION.
- THE ABOVE TRACT OF LAND CONTAINS 1529.74 ACRES, MORE OR LESS.

TOGETHER WITH:

FUTURE FILING NO. 6:

A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 29 AND 30,
BOTH IN TOWNSHIP. 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL
MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30,
THENCE N51°52'41"E A DISTANCE OF 5312.71 FEET TO THE TRUE POINT
OF BEGINNING OF THIS DESCRIPTION:

1. THENCE N03°16' 18"W A DISTANCE OF 337.52 FEET TO A PONT OF
CURVE TO THE LEFT;
2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A
RADIUS OF 380.00 FEET, A DELTA ANGLE OF 28°15'27", AN ARC
LENGTH OF 187.41 FEET, WHOSE LONG CHORD BEARS N17°24'02"W A
DISTANCE OF 185.52 FEET;
3. THENCE N45°30'53"E A DISTANCE OF 318.89 FEET;
4. THENCE N31°42'24"E A DISTANCE OF 144.99 FEET;
5. THENCE N87°57' 13"E A DISTANCE OF 390.68 FEET;
6. THENCE S53°07'23"E A DISTANCE OF 374.34 FEET;
7. THENCE S85°06'25"E A DISTANCE OF 165.41 FEET TO A POINT ON A
NON-TANGENT CURVE TO THE LEFT;
8. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
LEFT WITH A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 11°13'29", AN
ARC LENGTH OF 125.38 FEET, WHOSE LONG CHORD BEARS
S00°43'09"E A DISTANCE OF 125.18 FEET;
9. THENCE S06°19'54"E A DISTANCE OF 322.42 FEET;
10. THENCE S38°22'49"W A DISTANCE OF 31.27 FEET TO A POINT ON A
NON-TANGENT CURVE TO THE LEFT;
11. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
LEFT WITH A RADIUS OF 5060.00 FEET, A DELTA ANGLE OF 03°16'55",
AN ARC LENGTH OF 289.85 FEET, WHOSE LONG CHORD BEARS
S81°19'31"W A DISTANCE OF 289.81 FEET;
12. THENCE S79°41'04"W A DISTANCE OF 740.84 FEET TO A POINT OF
CURVE TO THE RIGHT;

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EXHIBIT A, PAGE 6

13. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 940.00 FEET, A DELTA ANGLE OF $03^{\circ}52'22''$, AN ARC LENGTH OF 63.54 FEET, WHOSE LONG CHORD BEARS $S81^{\circ}37'15''W$ A DISTANCE OF 63.53 FEET;
 14. THENCE $N49^{\circ}32'04''W$ A DISTANCE OF 30.45 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.
- THE ABOVE TRACT OF LAND CONTAINS 17.83 ACRES, MORE OR LESS.

TOGETHER WITH:

FUTURE FILING NO.4:

TRACT G, MERIDIAN RANCH FILING NO. 1 AS RECORDED AT RECEPTION NO. 202156316 OF THE RECORDS OF EL PASO COUNTY, COLORADO, TOGETHER WITH A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE $S89^{\circ}38'53''E$ ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 105.00 FEET; THENCE $N00^{\circ}01'13''E$ A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MERIDIAN ROAD:

1. THENCE $N00^{\circ}01'13''E$ ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2415.70 FEET TO THE SOUTHWEST CORNER OF TRACT V AS PLATTED IN SAID MERIDIAN RANCH FILING NO. 1;
 2. THENCE $S89^{\circ}58'47''E$ ALONG THE SOUTH LINE OF SAID TRACT V, A DISTANCE OF 35.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT V;
 3. THENCE $N00^{\circ}01'13''E$ ALONG THE EAST LINE OF SAID TRACT V, A DISTANCE OF 176.56 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LONDONDERRY DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT;
 4. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1560.00 FEET, A DELTA ANGLE OF $24^{\circ}29'20''$, AN ARC LENGTH OF 666.76 FEET, WHOSE LONG CHORD BEARS $N73^{\circ}18'55''E$ A DISTANCE OF 661.70 FEET TO THE NORTHEAST CORNER OF SAID TRACT G;
- THE FOLLOWING TWENTY-THREE (23) COURSES FOLLOW THE EASTERLY BOUNDARY LINES OF SAID TRACT G:
5. THENCE $S32^{\circ}10'45''E$ A DISTANCE OF 189.14 FEET;
 6. THENCE $S37^{\circ}47'08''E$ A DISTANCE OF 68.11 FEET;

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7. THENCE S46°35'39"E A DISTANCE OF 68.10 FEET;
8. THENCE S50°16'58"E A DISTANCE OF 53.81 FEET;
9. THENCE S46°19'50"E A DISTANCE OF 53.24 FEET;
10. THENCE S42°18'59"E A DISTANCE OF 53.24 FEET;
11. THENCE S38°18'07"E A DISTANCE OF 53.24 FEET;
12. THENCE S34°20'33"E A DISTANCE OF 53.55 FEET;
13. THENCE S32°59'24"E A DISTANCE OF 220.00 FEET;
14. THENCE S28°12'01"E A DISTANCE OF 104.59 FEET;
15. THENCE S 17°31' 14"E A DISTANCE OF 51.80 FEET;
16. THENCE S03°01'55"E A DISTANCE OF 155.23 FEET;
17. THENCE S82°04'36"E A DISTANCE OF 109.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;
18. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 38°28'08", AN ARC LENGTH OF 154.42 FEET, WHOSE LONG CHORD BEARS S11°18'40"E A DISTANCE OF 151.54 FEET;
19. THENCE S59°27' 16"W A DISTANCE OF 110.00 FEET;
20. THENCE S30°49'47"E A DISTANCE OF 75.95 FEET;
21. THENCE S52°11'47"E A DISTANCE OF 76.09 FEET;
22. THENCE S64°52'28"E A DISTANCE OF 179.78 FEET;
23. THENCE S55°16'49"E A DISTANCE OF 119.99 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF- WAY LINE OF MERIDIAN RANCH BOULEVARD;

THE FOLLOWING TEN (10) COURSES FOLLOW SAID WESTERLY RIGHT-OF-WAY LINE OF MERIDIAN RANCH BOULEVARD:

24. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 960.00 FEET, A DELTA ANGLE OF 01°16'08", AN ARC LENGTH OF 21.26 FEET, WHOSE LONG CHORD BEARS S35°21'15"W A DISTANCE OF 21.26 FEET;
25. THENCE S35°59'19"W A DISTANCE OF 9.42 FEET TO A POINT OF CURVE TO THE LEFT;
26. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 610.00 FEET, A DELTA ANGLE OF 32°31'11", AN ARC LENGTH OF 346.22 FEET, WHOSE LONG CHORD BEARS S19°43'43"W A DISTANCE OF 341.59 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;
27. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 619.34 FEET, A DELTA ANGLE OF 13°55'01", AN ARC LENGTH OF 150.44 FEET, WHOSE LONG CHORD BEARS S00°44'43"E A DISTANCE OF 150.07 FEET TO A POINT ON A NON-

Resolution No. 05-555
EXHIBIT A, PAGE 8

- TANGENT CURVE TO THE LEFT;
28. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 624.63 FEET, A DELTA ANGLE OF $12^{\circ}37'45''$, AN ARC LENGTH OF 137.68 FEET, WHOSE LONG CHORD BEARS $S14^{\circ}04'22''E$ A DISTANCE OF 137.40 FEET;
 29. THENCE $S20^{\circ}23'14''E$ A DISTANCE OF 115.66 FEET;
 30. THENCE $S23^{\circ}15'06''E$ A DISTANCE OF 109.73 FEET TO A POINT OF CURVE TO THE RIGHT;
 31. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 866.00 FEET, A DELTA ANGLE OF $23^{\circ}36'13''$, AN ARC LENGTH OF 356.76 FEET, WHOSE LONG CHORD BEARS $S11^{\circ}26'59''E$ A DISTANCE OF 354.24 FEET;
 32. THENCE $S00^{\circ}21'07''W$ A DISTANCE OF 131.85 FEET;
 33. THENCE $S45^{\circ}21'07''W$ A DISTANCE OF 84.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STAPLETON DRIVE;
 34. THENCE $N89^{\circ}38'53''W$ ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1632.92 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION. THE ABOVE TRACT OF LAND CONTAINS 85.19 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29, T12S, R64W OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR $S89^{\circ}25'42''E$ FROM THE SOUTHWEST CORNER OF SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SECTION 29 (3.25" ALUM. CAP LS 30087).

NOTICE OF SPECIAL DISTRICT DISCLOSURE
(to be provided to every purchaser of real property within the boundaries of the District)

Name of District(s):	
Contact Information for District:	
Type of District(s): (i.e. if dual or three districts concept - insert language regarding limited rights of property owners)	
Identify District(s) Improvements Financed by Proposed Bonds (List by major categories, i.e. Roads – Powers Blvd):	
Identify Services/Facilities Operated/Maintained by District(s):	
Mill Levy Cap: (Describe Procedure for any Adjustments to Mill Levy Cap) <i>(Note: This District may or may not be certifying a mill levy at the time of your purchase. Please verify by contacting the District.)</i>	
Authorized Debt of the District(s) per Operating or Service Plan:	
Voter Authorized Debt per Election:	
District Boundaries:	See attached map

Sample Calculation of Mill Levy Cap for a Residential Property Assumptions: \$250,000 is the market value Mill levy cap is 35 mills Calculation: $\$250,000 \times .0796 = \$19,900$ (Assessed Valuation) $\$19,900 \times .035$ mills = \$696.50 per year in taxes owed solely to the Special District	Sample Calculation of Mill Levy Cap for a Commercial, Office or Industrial Property Assumptions: \$750,000 is the market value Mill levy cap is 35 mills Calculation: $\$750,000 \times .29 = \$217,500$ (Assessed Valuation) $\$217,500 \times .035$ mills = \$7,612.50 per year in taxes owed solely to the Special District
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COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER

REC'D AUG 14 2006

IN THE MATTER OF AN APPLICATION FOR CHANGE OF WELL WATER RIGHT TO CHANGE
THE ALLOWED BENEFICIAL USES, PLACE OF USE, AND ANNUAL APPROPRIATION OF
GROUND WATER - FOR WELL PERMIT NO. 46406-F

APPLICANT: MERIDIAN SERVICE METROPOLITAN DISTRICT

AQUIFER: LARAMIE-FOX HILLS

FINDINGS

In compliance with Section 37-90-111(1)(g), C.R.S., Meridian Service Metropolitan District (hereinafter "applicant") submitted an application for a change of well water right to change the allowed beneficial uses, place of use, and annual appropriation of ground water for Well Permit No. 46406-F. Based upon information provided by the applicant and the records of the Division of Water Resources, the Colorado Ground Water Commission (hereinafter "Commission") finds as follows:

1. On April 11, 1996, the Commission issued Permit No. 46406-F to The Trails, Ltd., and Paint Brush Hills Metropolitan District to construct a well to be located in the SE1/4 of the SE1/4 of Section 35, Township 13 South, Range 63 West of the 6th Principal Meridian and to appropriate and withdraw ground water from the Laramie-Fox Hills Aquifer (hereinafter "aquifer"), underlying a 1586 acre land area, referred to as The Trails Subdivision and generally described as land in the E1/2 of the E1/2 of Section 7, excluding any areas platted into Latigo Country Estates Filings 1, 2 and 3, land in Section 8, excluding any areas platted into Latigo Country Estates Filings 2 and 3 and excluding any areas platted into the replat of lots 42 through 48 inclusive in Latigo Country Estates Filing 2, land in the S1/2 of the NW1/4 and in the SW1/4 of Section 9, excluding any areas platted into the replat of lots 42 through 48 inclusive in Latigo Country Estates Filing 2, land in that part of Section 16 lying west of Eastonville Road and all of the land in Section 17, all in Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. A completion report for the well, filed on August 22, 1996, claims that the well was constructed timely to withdraw ground water from the Laramie-Fox Hills aquifer.
2. Permit No. 46406-F was issued pursuant to Sections 37-90-107 and 37-90-111(5), CRS, and the Findings of the Commission dated April 4, 1996.
3. In accordance with the above Findings:
 - a. The allowed average annual amount of ground water to be withdrawn from the aquifer shall not exceed 463 acre-feet.
 - b. The place of use for this allocation of ground water is the above-described 1586-acre overlying land area, and within the service area of Paint Brush Hills Metropolitan District.

ROBERT C. "BOB" BALINK El Paso County, CO

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FANTO

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- c. The allowed intended beneficial uses for this allocation are: municipal use within the service area of Paintbrush Hills Metropolitan District, replacement water to replace depletions to the alluvial aquifer attributable to pumping of individual residential wells within The Trails Subdivision Filings 2, 3 and 4, and as a water source for a central water supply system for residential and commercial uses. Residential and commercial uses for the proposed central water supply system will occur within the above described 1586-acre land area and will include the irrigation of landscape areas and residential lawns and gardens and the watering of domestic animals or livestock.
4. Pursuant to Section 37-90-108(3)(a)(II), C.R.S., the Commission staff finds that the well is in compliance with statute requirements and permit conditions of approval, and therefore, the subject well permit shall be considered a final determination of the well water right, subject to adjustment by the Commission to conform to actual site-specific aquifer characteristics.
5. By an application for change of well water right received complete by the Commission on March 22, 2005, the applicant has requested the following changes:
- a. The applicant has requested to change the place of use to 4236 acres generally described as follows:
- the above-described 1586-acre overlying land area known as The Trails subdivision;
 - and an additional 2650-acre area within the Meridian Service Metropolitan District generally described as all of Section 19, all of Section 20, that part of the W½ of Section 21 lying west of Eastonville Road, that part of the NW¼ of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th P.M.;
- This change would remove the 1440-acre Paint Brush Hills Metropolitan District service area as a place of use.
- b. The applicant has also requested to change the allowed beneficial uses to include municipal use of the water on both the 1586-acre overlying land area and the 2650-acre additional place of use area.
6. By a separate application for change of well water right received complete by the Commission on July 14, 2005, the applicant has requested to change the annual amount to be withdrawn to no more than 453 acre-feet per year for municipal and commercial purposes and no more than 10 acre-feet per year for replacement supply.
7. Records available in this office show that the ground water appropriation from the well with Permit No. 46406-F is not required by Paint Brush Hills Metropolitan District to fulfill any existing water supply obligations.

8. The above-described 1586-acre overlying land area and 2650-acre additional place of use area are located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District (hereinafter "District"). The Colorado Ground Water Commission has jurisdiction.
9. On November 28, 2005, the application was referred to the District for written comments or recommendations in accordance with 37-90-111(3), C.R.S. No written recommendations were received.
10. In accordance with Section 37-90-112(1) and Section 37-90-111(1)(g), C.R.S., the requested change of determination of water right was published in the Ranchland News newspaper on December 8 & 15, 2005.
11. a. On January 10, 2006, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 06-GW-04. No other objection to the proposed determination of water right was received within the time limit set by statute.

b. On May 15, 2006, the applicant and objector reached a settlement and signed a stipulated agreement.

c. On May 15, 2006, prior to an administrative hearing in this case, the objector withdrew its objection.

d. By Order of the Commission Hearing Officer dated May 16, 2006, Case No. 06-GW-04 was dismissed.
12. In accordance with Section 37-90-111(1)(g), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, the Colorado Ground Water Commission finds that the proposed change of well water right will not cause material injury to the existing rights of other appropriators within the Upper Black Squirrel Creek Designated Ground Water Basin, subject to the conditions stated in the following Order.

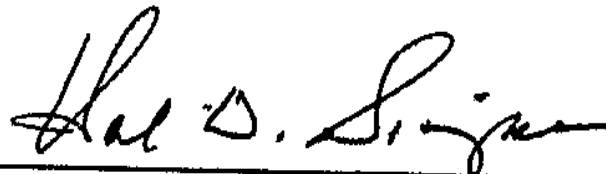
ORDER

Now, therefore, the Colorado Ground Water Commission orders that the application for change of well water right to change the allowed beneficial uses, place of use, and annual appropriation of ground water for Well Permit No. 46406- F is approved, subject to the following conditions:

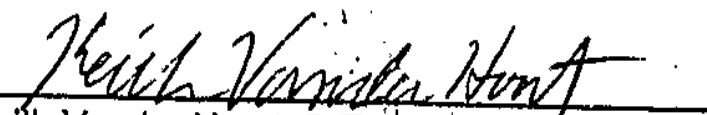
13. The use of ground water shall be limited as follows:
 - a. The allocated average annual amount of ground water to be withdrawn from the aquifer by this well together with any additional wells shall not exceed the following:

- 453 acre-feet per year out of the 463 acre-feet of maximum annual amount of water to be diverted for municipal purposes and as a water source for a central water supply system for residential and commercial uses. Residential and commercial uses for the proposed central water supply system shall only occur within the above-described 1586-acre land area and will include the irrigation of landscape areas and residential lawns and gardens and the watering of domestic animals or livestock.
 - 10 acre-feet per year out of the 463 acre-feet of maximum annual amount of water to be diverted for replacement of depletions to the alluvial aquifer attributable to pumping of individual residential wells within the Trails Subdivision Filings 2, 3, and 4.
- b. The place of use of ground water shall be limited to the above-described 1586-acre overlying land area known as The Trails subdivision and the above-described 2650-acre additional place of use area within the Meridian Service Metropolitan District.
14. The Commission's Findings of April 4, 1996, and conditions of approval for the well permit issued April 11, 1996, for Permit No. 46406-F, are hereby amended to incorporate the above changes. All other terms and conditions in the original Findings and permit for Permit No. 46406-F shall remain in full force and effect.

Dated this 7th day of August, 2006.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: 
Keith Vander Horst, P.E.
Designated Basins Chief

COLORADO GROUND WATER COMMISSION

FINDINGS AND ORDER

REC'D JUL 05 2006

IN THE MATTER OF AN APPLICATION FOR CHANGE OF WATER RIGHT TO CHANGE THE ALLOWED BENEFICIAL USES AND PLACE OF USE OF GROUND WATER - FOR DETERMINATION OF WATER RIGHT NO. 568-BD

APPLICANT: MERIDIAN SERVICE METROPOLITAN DISTRICT

AQUIFER: ARAPAHOE

FINDINGS

In compliance with Section 37-90-111(1)(g), C.R.S., Meridian Service Metropolitan District (hereinafter "applicant") submitted an application for a change of determination of water right to change the allowed beneficial uses and place of use of ground water under Determination of Water Right No. 568-BD. Based upon information provided by the applicants and the records of the Division of Water Resources, the Colorado Ground Water Commission (hereinafter "Commission") finds as follows:

1. Pursuant to Section 37-90-107(7), C.R.S., in a Commission Findings and Order dated August 2, 2004, the Commission approved a Determination of Water Right for RMBG, LLC #1, assigned Determination No. 568-BD. This determination of water right allows the withdrawal of ground water from the Arapahoe Aquifer (hereinafter "aquifer"), underlying 977.19 acres, consisting of three noncontiguous areas generally described as a 722.61-acre southern tract located in that part of Section 16 west of Eastonville Road, and in the E1/2, the SW1/4, and the SE1/4 of the NW1/4, of Section 17; a 217.23-acre northern tract located in the SE1/4 of the SW1/4, in the SE1/4, and in the SE1/4 of the NE1/4, of Section 8, and in the SW1/4 and SW1/4 of the NW1/4 of Section 9; and a 37.35-acre western tract primarily located in a part of the S1/2 of the SW1/4 of Section 8 and partially located in the N1/2 of the N1/2 of the NW1/4 of Section 17; all in Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. This area is more completely described in Exhibit A of the above described Findings and Order.
2. a. In accordance with the above Order, the allowed average annual amount of ground water to be withdrawn from the aquifer shall not exceed the following: Southern tract = 92.1 acre-feet; Northern tract = 27.7 acre-feet; Western tract = 4.8 acre-feet.
b. The place of use for this allocation of ground water is the above-described 977.19-acre overlying land area.
c. The allowed intended beneficial uses for this allocation are: industrial, commercial, irrigation, domestic, livestock watering, and replacement.
3. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined, subject to adjustment by the Commission to conform to actual site-specific aquifer characteristics.

ROBERT C. "BOB" BALINK El Paso County, CO

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4. a. By an application for change of determination of water right received, complete by the Commission on August 8, 2005, the applicant has requested to change the allowed beneficial uses of the subject determination of water right to the following: municipal, industrial, commercial, irrigation, domestic, livestock watering, and replacement; and change the place of use to the following: the above-described 977.19-acre overlying land area and an additional 2650-acre area generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County.

b. The applicant has provided evidence that the 2650-acre additional place of use area is within the Meridian Service Metropolitan District boundaries.
5. The above-described 977.19-acre overlying land area and 2650-acre additional place of use area are located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and within the Upper Black Squirrel Creek Ground Water Management District (hereinafter "District"). The Colorado Ground Water Commission has jurisdiction.
6. On September 19, 2005, the application was referred to the District for written comments or recommendations in accordance with 37-90-111(3), C.R.S. No written recommendations were received.
7. In accordance with Section 37-90-112(1) and Section 37-90-111(1)(g), C.R.S., the requested change of determination of water right was published in the Ranchland News newspaper on September 22 and 29, 2005.
8. a. On October 13, 2005, an objection to the application was received from the Upper Black Squirrel Creek Ground Water Management District ("objector"), and assigned Case No. 05-GW-23. No other objection to the proposed determination of water right was received within the time limit set by statute.

b. On March 31, 2006, the applicant and objector reached a settlement and signed a stipulated agreement.

c. On March 31, 2006, prior to an administrative hearing in this case, the objector withdrew its objection.

d. By Order of the Commission Hearing Officer dated April 3, 2006, Case No. 05-GW-23 was dismissed.
9. In accordance with Section 37-90-111(1)(g), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, the Colorado Ground Water Commission finds that the proposed change of determination of water right will not cause material injury to the existing rights of other appropriators within the Upper Black Squirrel Creek Designated Ground Water Basin, subject to the conditions stated in the following Order.

Applicant: Meridian Service Metropolitan District
Aquifer: Arapahoe
Determination No.: 568-BD

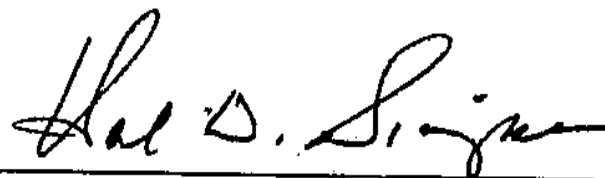
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ORDER

Now, therefore, the Colorado Ground Water Commission orders that the application for change of water right to change the allowed beneficial uses and place of use of ground water for Determination of Water Right No. 568-BD is approved, subject to the following conditions:

10. The use of ground water shall be limited to the following uses: municipal, industrial, commercial, irrigation, domestic, livestock watering, and replacement.
11. The place of use of ground water shall be limited to the following: the above-described 977.19-acre overlying land area and an additional 2650-acre area generally described as all of Section 19, all of Section 20, that part of the W1/2 of Section 21 lying west of Eastonville Road, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th P.M.
12. The Commission's Findings and Order of March 26, 2001, for Determination of Water Right No. 568-BD, is hereby amended to incorporate the above change. All other terms and conditions in the Findings and Order for Determination of Water Right No. 568-BD shall remain in full force and effect.

Dated this 28th day of June, 2006.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: 

Keith Vander Horst, P.E.
Designated Basins Chief

Prepared by: SKR

**COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR REPLACEMENT PLAN TO ALLOW THE
WITHDRAWAL OF GROUND WATER FROM THE DAWSON AQUIFER IN THE UPPER BLACK
SQUIRREL CREEK DESIGNATED GROUND WATER BASIN.

APPLICANT: MERIDIAN SERVICE METROPOLITAN DISTRICT

REPLACEMENT PLAN – DETERMINATION OF WATER RIGHT NOS. 157-BD & 570-BD

In compliance with Section 37-90-107.5, CRS, and the Designated Basin Rules, 2 CCR 410-1, Meridian Service Metropolitan District (referred to hereinafter as "applicant") submitted an application for a replacement plan to allow the withdrawal of ground water from the Dawson Aquifer in accordance with Determination of Water Right Nos. 157-BD & 570-BD.

FINDINGS

1. a. Pursuant to Section 37-90-107(7), CRS, in the Findings and Order dated March 26, 2001, the Ground Water Commission (hereinafter "Commission") approved Determination of Water Right No. 157-BD. This determination of water right allows the allocation of ground water from the Dawson Aquifer (hereinafter "aquifer") underlying a total of 2650 acres, of which a 2466 acre portion requires actual impact replacement. This 2466 acre portion of the overlying land area is generally described as all of Section 19, all of Section 20, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. This area is more completely described in Exhibit A of the above described Findings and Order. A Findings and Order dated June 28, 2006 changed the allowed beneficial uses so as to add municipal use, and the allowed place of use so as to add the 804.94 acres that are the subject of Determination No. 570-BD.

b. The allowed average annual amount of ground water to be withdrawn from the not-nontributary (actual impact replacement) portion of the aquifer, in accordance with the conditions of the above determination of water right, shall not exceed 863 acre-feet.
2. a. Pursuant to Section 37-90-107(7), CRS, in the Findings and Order dated August 2, 2004, the Ground Water Commission (hereinafter "Commission") approved Determination of Water Right No. 570-BD. This determination of water right allows the allocation of ground water from the Dawson Aquifer (hereinafter "aquifer") underlying 804.94 acres, of which a 508.94 acre portion requires actual impact replacement. This 508.94 acre portion of the overlying land area consists of three noncontiguous areas designated and generally described as:

Southern Tract/Area B – 293.33 acres in the E1/2 and S1/2 of Section 17;

Northern Tract – 178.26 acres in the SE1/4 of the SW1/4 and in the SE1/4 of Section 8 and in the SW1/4 of Section 9;

Western Tract – 37.35 acres primarily located in a part of the S1/2 of the SW1/4 of Section 8 and partially located in the N1/2 of the N1/2 of the NW1/4 of Section 17;

all in Township 12 South, Range 64 West of the 6th Principal Meridian, in El Paso County. These areas are more completely described in Exhibit A of the above described Findings and Order. A Findings and Order dated June 28, 2006 changed the allowed beneficial uses so as to add municipal use, and the allowed place of use so as to add the 2,650 acres that are the subject of Determination No. 157-BD.

- b. The allowed average annual amount of ground water to be withdrawn from the not-nontributary (actual impact replacement) portion of the aquifer, in accordance with the conditions of the above determination of water right, shall not exceed the following: Southern Tract/Area B = 129 acre-feet; Northern Tract = 78.4 acre-feet; Western Tract = 16.4 acre-feet.
3.
 - a. In accordance with Rule 5.3.6 of the Designated Basin Rules, the replacement water requirement status for the ground water in the aquifer underlying the above described 2974.94 acre land area was determined to be not-nontributary. Withdrawal of ground water from the aquifer underlying the above land area would impact the Kiowa-Bijou Designated Ground Water Basin Alluvial Aquifer, described in Designated Basins Rule 5.2.4.1 (hereinafter referred to as the "Kiowa-Bijou Alluvial Aquifer"), and the Upper Black Squirrel Creek Designated Ground Water Basin Alluvial Aquifer, described in Designated Basins Rule 5.2.6.1 (hereinafter referred to as the "Upper Black Squirrel Alluvial Aquifer"), which have been determined by the Commission to be over-appropriated.
 - b. Commission approval of a replacement plan, providing for replacement of actual depletions to the Kiowa-Bijou and Upper Black Squirrel Alluvial Aquifers and adequate to prevent any material injury to existing water rights, is required prior to approval of well permits for wells to be located on the above described land area to withdraw the allowed allocation of ground water from the aquifer, in accordance with the conditions of the subject determination of water right.
4. In accordance with Rule 5.3.6.2(C) of the Designated Basin Rules, the amount of replacement water shall provide for the replacement of depletions of alluvial water for the first 100 years due to all previous pumping - and if pumping continues beyond 100 years, shall replace actual impact until pumping ceases.
5. The above-described 2974.94-acre land area is located within the boundaries of the Upper Black Squirrel Creek Designated Ground Water Basin and the Upper Black Squirrel Creek Ground Water Management District. The Commission has jurisdiction.
6. The subject application for replacement plan was received complete by the Commission on April 1, 2008.
7.
 - a. In accordance with Rule 5.6.1 of the Designated Basin Rules, the replacement plan must be adequate to prevent any material injury to water rights of other appropriators.
 - b. As proposed by the applicant, the replacement plan would allow for use of an average annual amount of up to 348 acre-feet of water (273 acre-feet pursuant to Determination No. 157-BD and 74.6 acre-feet pursuant to Determination No. 570-BD) for municipal use by Meridian Service Metropolitan District for a period of 300 years. This ground water is proposed to be withdrawn by an unspecified number of wells to be constructed within the above-described 2974.94 acre overlying land area.

- c. The applicant has calculated actual depletions to the Kiowa-Bijou and Upper Black Squirrel Alluvial Aquifer systems for the proposed withdrawals with a ground water flow model (AUG 3) using the Colorado State Engineer's (SEO) Dawson aquifer DA02 data file, the output of which is attached hereto as Exhibit A. The calculated depletions to the Kiowa-Bijou and Upper Black Squirrel Alluvial Aquifers caused by the pumping of ground water pursuant to Determination No. 157-BD for a period of 300 years would steadily increase to 19.13% of pumping in the 300th year. Calculated depletions caused by the pumping of ground water pursuant to Determination No. 570-BD for a period of 300 years would steadily increase to 1.67% of pumping in the 300th year. Staff has reviewed the applicant's calculations and has determined these values to be acceptable.
- d. The applicant proposes to aggregate all depletions to the Upper Black Squirrel Alluvial Aquifer in accordance with Guideline 2007-1.
- e. The source of replacement water would be the applicant's potable water originating from the following rights: Determination Nos. 154-BD, 155-BD, 156-BD, 157-BD, 228-BD, 229-BD, 568-BD, 569-BD, and 570-BD, and Permit No. 46406-F.
 - i. The amount of replacement water required to be delivered due to pumping under each Determination will be calculated by multiplying the average annual amount pumped since the year of first use of the replacement plan (i.e. the cumulative amount pumped divided by the number of years since first use of the plan) under each Determination, times the percent of pumping depletion from the appropriate table on Exhibit A.
 - ii. A totalizing flow meter will be installed on each well operating pursuant to this replacement plan and kept in good working order.
 - iii. Replacement water shall be conveyed and discharged to the shallow alluvium of the West Fork of Black Squirrel Creek through an infiltration structure, which will be a concrete well with horizontal drain pipe(s), to be located in the SW1/4 of the SE1/4 of the SW1/4 of Section 30, Township 12 South, Range 64 West of the 6th Principal Meridian, within the overlying land area of Determination No. 157-BD. The infiltration gallery shall be a below ground structure and therefore will incur no evaporative losses.
 - iv. No replacement water shall be delivered while the District is pumping water pursuant to Permit Nos. 612-RFP or 27554-FP, or pursuant to Case No. 02-CW-16, without first obtaining a change of water right to allow for such replacement use and amending this replacement plan.
 - v. A totalizing flow meter will be installed on the infiltration gallery and kept in good working order.
 - vi. The proposed infiltration structure lies within the West Fork drainage. Replacement water deliveries will flow through the underlying alluvial material to the Upper Black Squirrel Alluvial Aquifer.
 - vii. The applicant or their successor(s) will be responsible for administration of the replacement plan.

- f. Replacement water quality will meet or exceed drinking water standards and therefore is expected to be of a quality that will not cause unreasonable impairment of water quality of the receiving aquifer.
8. Records in this office indicate that the applicant controls the water rights to be used as the sources of replacement water, Determination Nos. 154-BD, 155-BD, 156-BD, 157-BD, 228-BD, 229-BD, 568-BD, 569-BD, and 570-BD, and Permit No. 46406-F.
9. On April 2, 2008, in accordance with Rule 5.6.2 of the Designated Basin Rules, a letter was sent to the Upper Black Squirrel Creek Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received.
10. In accordance with Sections 37-90-107.5 and 37-90-112, CRS, the application was published in the Ranchland News newspaper on April 10 and 17, 2008.
11. No objections to the application were received within the time limit set by statute.
12. The Commission Staff has evaluated the application pursuant to Section 37-90-107.5, CRS, and the requirements of Rule 5.3.6.2(C) and Rule 5.6 of the Designated Basin Rules.
13.
 - a. According to Rule 5.6.2 of the Designated Basin Rules, the applicant has the burden of proving the adequacy of the plan in all respects.
 - b. The Commission Staff shall propose any additional terms and conditions or limitations, which are necessary to prevent material injury and to ensure that the plan is administrable and enforceable. Any such terms and conditions or limitations are incorporated into the following Order of the Commission.
14. Well permits shall be available, upon application, subject to approval by the Commission, the terms and conditions in the Commission's Findings and Orders for Determination of Water Right Nos. 157-BD and 570-BD, and the terms and conditions of this replacement plan.
15. Based on data and information supplied by the applicant, the subject replacement plan, if operated under the conditions of the following Order, will prevent material injury from occurring to the existing appropriators within the Upper Black Squirrel Designated Ground Water Basin, or any other designated basin as a result of withdrawing ground water from the Dawson aquifer allocation pursuant to Determination of Water Right Nos. 157-BD and 570-BD.

ORDER

In accordance with Section 37-90-107.5, CRS, and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for replacement plan, to allow the withdrawal of ground water from the Dawson Aquifer underlying 2466 acres, generally described as all of Section 19, all of Section 20, that part of the NW1/4 of Section 28 lying west of Eastonville Road, that part of Section 29 lying west of Eastonville Road, and all of Section 30, all in Township 12 South, Range 64 West of the 6th Principal Meridian, in accordance with Determination of Water Right No. 157-BD, and underlying 508.94 acres consisting of three noncontiguous areas designated and generally described as: Southern Tract/Area B – 293.33 acres in the E1/2 and S1/2 of Section 17; Northern Tract – 178.26 acres in the SE1/4 of the SW1/4 and in the SE1/4 of Section 8 and in the SW1/4 of Section 9; Western Tract – 37.35 acres primarily located in a part of the S1/2 of the SW1/4 of Section 8 and partially located in the N1/2 of the NW1/4 of Section 17; Township 12 South, Range 64 West of the 6th Principal Meridian, in accordance with Determination of Water Right No. 570-BD, is approved subject to the following conditions:

16. A totalizing flow meter, or other Commission approved measuring device, shall be installed on each well permitted pursuant to this replacement plan and on the infiltration structure. The owners shall maintain the meters in good working order. Permanent records of all annual withdrawals of ground water and amounts of replacement water recharged into the alluvium shall be permanently maintained and provided to the Commission or the Upper Black Squirrel Creek Ground Water Management District upon request.
17. The allowed average annual amount of ground water to be withdrawn from the aquifer by wells permitted pursuant to Determination No. 157-BD shall not exceed 273 acre-feet. The allowed average annual amount of ground water to be withdrawn by wells permitted pursuant to Determination No. 570-BD shall not exceed 74.6 acre-feet.
18. The allowed use of ground water for wells under this plan is as a municipal water source for Meridian Service Metropolitan District. Place of use for the wells shall be the 3454.94 acre land area described in the Commission's Findings and Orders of June 28, 2006, for Determination of Water Right Nos. 157-BD and 570-BD.
19. Pumping under this plan is limited to a period of 300 years. The year of first use of this replacement plan shall be the calendar year of construction of a well permitted pursuant to this plan or permitting of an existing well pursuant to the plan.
20. A table showing net depletions to the affected alluvial aquifers as a percentage of pumping (q/Q) is attached hereto as Exhibit A. Replacements of depletions must be provided in an amount equal to the average annual amount pumped under each Determination since the year of first use of the replacement plan (i.e. the cumulative amount pumped divided by the number of years since first use of the plan or each Determination) multiplied by the percent of pumping depletion from the appropriate table on the attached Exhibit A. Replacement requirements may be computed using Exhibit A depletion values on a pro-rated basis between each given value, or for simplicity may be equal to the amount shown in the next succeeding ten-year increment.

21. The applicant must provide the required annual amount of replacement water for the first 100 years, or for as long as a well is operated pursuant to this plan, whichever is longer. Should pumping from the aquifer cease prior to 100 years after first use of the plan, the applicant shall continue to replace annual projected post pumping depletions through to the 100th year. If pumping continues beyond 100 years, the amount of replacement water shall replace actual impact until pumping ceases.
22. Replacement water shall be conveyed and discharged to the shallow alluvium of the West Fork of Black Squirrel Creek through an infiltration gallery located in the SW1/4 of the SE1/4 of the SW1/4 of Section 30, Township 12 South, Range 64 West of the 6th Principal Meridian, within the overlying land area of Determination No. 157-BD, and constructed in a manner to prevent evapotranspiration losses from occurring as a result of operation of this infiltration gallery.
23. The applicant or their successor(s) must maintain permanent records, updated annually, containing the following items:
 - a. A listing of all well permits issued and wells constructed as a part of this plan.
 - b. The annual and cumulative acre-foot amounts of water diverted by each individual well, and by all wells in total.
 - c. The annual acre-foot amount of replacement water delivered to the infiltration structure.
24. The applicant or their successor(s) is fully responsible for the operation of the replacement plan. In the event the subject water rights are sold, evidence of the sale and notification to the new owner of their responsibility to the replacement plan shall accompany the years accounting. The owners shall be responsible for the operation of the plan, and shall prepare all notices and reports required by the plan and provide these to the Commission along with any other information related to the operation of the replacement plan that may be requested by the Commission.
25. The applicant or their successor(s) shall record and maintain permanent records of all information, which shall include but is not limited to all flow meter reading and items mentioned under Paragraph 23, pertaining to the operation of and demonstration of compliance with this plan. Records shall be submitted to the Commission on forms acceptable to the Commission, on an annual basis for the previous calendar year by February 15th of the following year.
26. The applicant or their successor(s) shall assure that replacement water is provided to the alluvium as required by this plan. The amount of replacement water shall be reported on the applicant's submitted reporting form. The replacement water must equal or exceed the depletions to the alluvium on a yearly basis, and the replacement must prevent any material injury to the water rights of other appropriators. No credit shall be claimed by the applicant for an oversupply of replacement water provided to the alluvium during previous years.
27. In the event the permitted wells are not operated in accordance with the conditions of this replacement plan, they shall be subject to administration, including orders to cease diverting ground water.

28. The Commission retains jurisdiction to modify or revoke approval of this replacement plan, if monitoring or operating experience reveals that the plan results in any material injury to water rights of other appropriators or in unreasonable impairment to water quality.

Dated this 29th day of October, 2008.



Dick Wolfe, P.E.
Executive Director
Colorado Ground Water Commission

By: 

Keith Vander Horst, P.E.
Water Resource Engineer

Prepared by: SKR

Meridian Service Metropolitan District
Dawson Aquifer Replacement Plan Accounting
157-BD (Meridian) & 570-BD (The Trails)

page 2 of 2

Table I 157-BD

Year	Total	Year	Total
10	0.16	160	10.24
20	0.46	170	10.99
30	0.87	180	11.73
40	1.37	190	12.45
50	1.95	200	13.15
60	2.60	210	13.83
70	3.29	220	14.49
80	4.02	230	15.14
90	4.77	240	15.76
100	5.55	250	16.37
110	6.33	260	16.96
120	7.12	270	17.53
130	7.91	280	18.07
140	8.70	290	18.61
150	9.47	300	19.13

Table II 570-BD

Year	Total	Year	Total
10	0.00	160	0.30
20	0.00	170	0.36
30	0.00	180	0.43
40	0.00	190	0.50
50	0.00	200	0.58
60	0.01	210	0.67
70	0.02	220	0.75
80	0.03	230	0.85
90	0.05	240	0.95
100	0.07	250	1.06
110	0.09	260	1.18
120	0.12	270	1.29
130	0.16	280	1.41
140	0.20	290	1.54
150	0.24	300	1.67

RECEIVED

OCT 03 2008

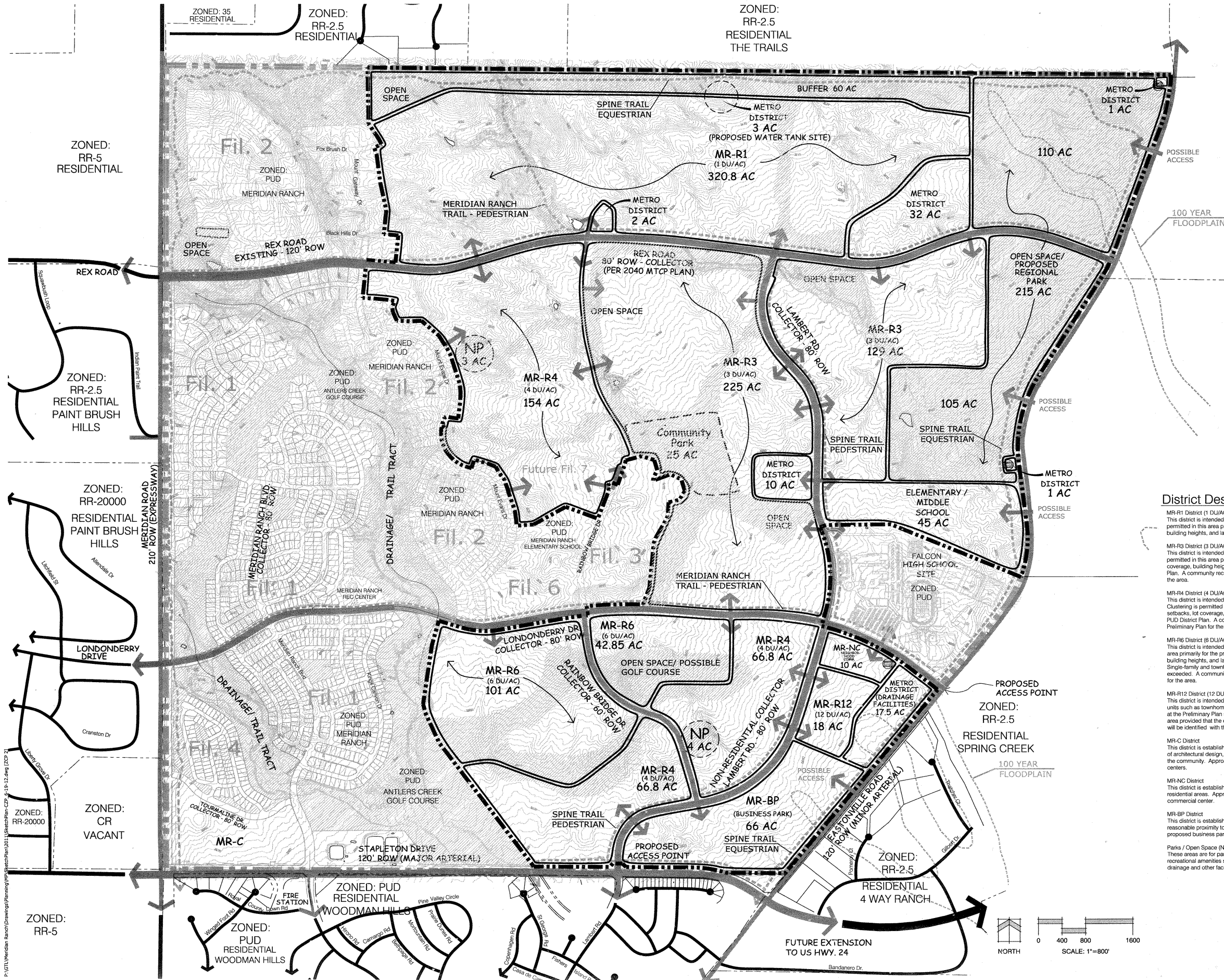
WATER RESOURCES
STATE ENGINEER
COLO

EXHIBIT A

Replacement Plan for Determination of
Water Right Nos. 157-BD & 570-BD
Page 1 of 1

MERIDIAN RANCH ZONING AND CONCEPTUAL PLAN

A PORTION OF SECTIONS 19, 20, 21, 29 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN



District Descriptions

MR-R1 District (1 DU/AC)
This district is intended for single-family residential use at a gross density of one dwelling unit per acre. Clustering is permitted in this area primarily for the preservation of larger open space tracts. Specific lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan.

MR-R3 District (3 DU/AC)
This district is intended for single-family residential use at a gross density of three dwelling units per acre. Clustering is permitted in this area primarily for the preservation of larger open space tracts. Specific lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.

MR-R4 District (4 DU/AC)
This district is intended for single-family residential and duplex use at a gross density of four dwelling units per acre. Clustering is permitted in this area primarily for the preservation of larger open space tracts. Specific lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.

MR-R6 District (6 DU/AC)
This district is intended for residential use at a gross density of six dwelling units per acre. Clustering is permitted in this area primarily for the preservation of larger open space tracts. Specific lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. Single-family and townhomes up to six units attached are permitted in this area provided that the density limit is not exceeded. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.

MR-R12 District (12 DU/AC)
This district is intended for residential use at a gross density of twelve dwelling units per acre, allowing attached dwelling units such as townhomes. Specific lot sizes, setbacks, lot coverage, building heights, and land uses shall be addressed at the Preliminary Plan stage with a specific PUD District Plan. Townhomes up to eight units attached are permitted in this area provided that the density limit is not exceeded. A community recreation center may be located within this district and will be identified with the Preliminary Plan for the area.

MR-C District
This district is established for the purpose of commercial use providing ease of pedestrian and vehicular circulation, unity of architectural design, adequate parking, and best serving the convenience of the public and aesthetic enhancement of the community. Appropriate buffering shall be provided for residential areas adjacent to the proposed commercial centers.

MR-NC District
This district is established for the purpose of providing neighborhood commercial areas to primarily serve the surrounding residential areas. Appropriate buffering shall be provided for residential areas adjacent to the proposed neighborhood commercial center.

MR-BP District
This district is established for the purpose of providing business uses to provide employment opportunities within reasonable proximity to residential areas. Appropriate buffering shall be provided for residential areas adjacent to the proposed business park.

Parks / Open Space (NP and Community Park)
These areas are for park and open space uses which are for the benefit of the overall community. These areas can have recreational amenities such as playgrounds, athletic fields, trails, picnic shelters, and other features for public use. Utilities, drainage and other facilities may also be located within these areas.

Land Planning
Landscape
Architecture
Urban Design



N.E.S. Inc.
508 South Tejon Street
Colorado Springs, CO 80903

Tel. 719.471.0073
Fax 719.471.0267

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MERIDIAN RANCH ZONING CONCEPT PLAN

DATE: April 8, 2011
PROJECT MGR: T. SEIBERT
PREPARED BY: D. DEEMER

DATE:	BY:	DESCRIPTION:
10-13-11	BCC	Resubmittal #1
1-25-12	BCC	Resubmittal #2
3-9-12	BCC	Resubmittal #3
6-19-12	BCC	BCCC Road Imp. Condition

Zoning Concept Plan

2

OF 3

PUD-11-003

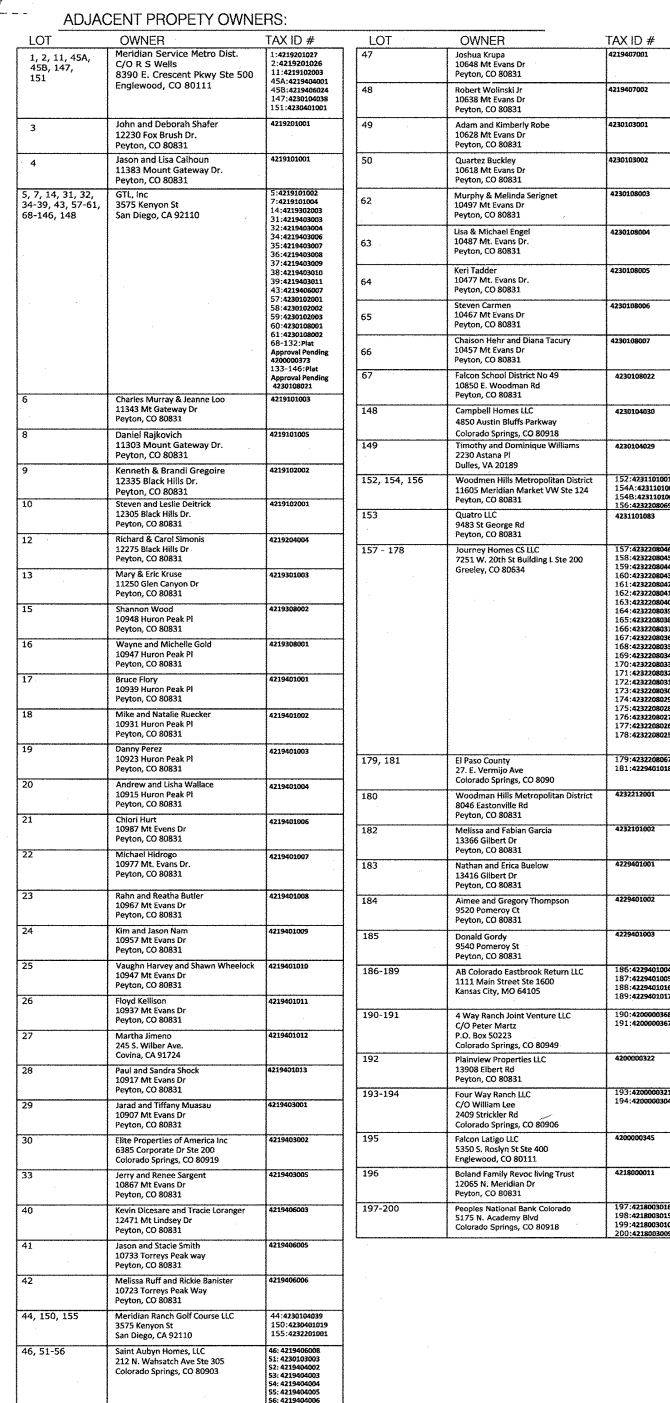
A PORTION OF SECTIONS 19, 20, 21, 29 AND 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

NES

Tel. 719.471.0073
Fax 719.471.0267

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DATE: April 8, 2011
PROJECT MGR.: T. SEIBERT
PREPARED BY: D. DEITEMEYER

DATE: April 8, 2011
PROJECT MGR.: T. SEIBERT
PREPARED BY: D. DEITEMEYER

DATE:	BY:	DESCRIPTION:
10-13-11	BCC	Resubmittal #1
1-25-12	BCC	Resubmittal #2
3-9-12	BCC	Resubmittal #3
6-19-12	BCC	BOCC Road Imp. Condition

3

OF **3**

PUD-11-003

MERIDIAN RANCH METROPOLITAN DISTRICT
EL PASO COUNTY, COLORADO

.....

PUBLIC DISCLOSURE DOCUMENT

Pursuant to C.R.S. § 32-1-104.8

.....

The Meridian Ranch Metropolitan District (the "District"), El Paso County, Colorado is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district pursuant to Title 32, Colorado Revised Statutes. Except as may be limited by its service plan, as may be amended from time to time, the District shall have all of the powers of a metropolitan district as authorized pursuant to C.R.S. § 32-1-1004, as may be amended. The District's service plan, which may be amended from time to time, includes a description of the District's powers and authority and a copy of the service plan is available from the Division of Local Government in the State Department of Local Affairs. A current legal description and boundary map of the District is attached as **Exhibit A**.

The District is authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operating costs. These methods, subject to the limitations imposed by Section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes and imposing fees and charges. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described in Section 32-1-809(1), Colorado Revised Statutes, which can be found at the District's office, on the District's website, on file at the Division of Local Government in the State Department of Local Affairs, or on file at the office of the Clerk and Recorder of each county in which the District is located.

EXHIBIT A

(Legal Description and Boundary Map of District)

GENERAL LEGAL DESCRIPTION:

Meridian Ranch
Metropolitan District

PARCEL A:

The North one half and the North one half of the South one half of Section 19, and the Northwest one quarter of Section 20, all in Township 12 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado.

PARCEL B:

That portion of Sections 20, 21, 28 and 29, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Northeast corner of the Northwest one quarter of said Section 20; thence South 89 degrees 55 minutes 06 seconds East (all bearings used in this description are relative to the North line of said Section 20 which was assumed to be South 89 degrees 55 minutes 06 seconds East) on the North line of said Section 20, 2633.92 feet to the Northeast corner of said Section 20; thence South 89 degrees 55 minutes 05 seconds East on the North line of said Section 21, 2440.90 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following ten (10) courses: (1) thence on the arc of a curve to the right whose chord bears South 02 degrees 53 minutes 16 seconds West, having a central angle of 13 degrees 53 minutes 59 seconds, a radius of 670.00 feet and an arc length of 162.54 feet; (2) thence South 09 degrees 50 minutes 16 seconds west on the forward tangent to the last mentioned curve, 274.72 feet; (3) thence on the arc of a curve to the right having a central angle of 09 degrees 29 minutes 34 seconds, a radius of 1370.00 feet and an arc length of 226.98 feet; (4) thence South 19 degrees 19 minutes 49 seconds West on the forward tangent to the last mentioned curve, 1863.28 feet; (5) thence on the arc of a curve to the right having a central angle of 12 degrees 00 minutes 53 seconds, a radius of 1270.00 feet and an arc length of 266.32 feet; (6) thence South 31 degrees 20 minutes 42 seconds West on the forward tangent to the last mentioned curve, 1517.64 feet; (7) thence on the arc of a curve to the left having a central angle of 39 degrees 01 minutes 00 seconds, a radius of 1830.00 feet and an arc length of 1246.17 feet; (8) thence South 07 degrees 40 minutes 15 seconds East on the forward tangent to the last mentioned curve, 777.43 feet; (9) thence on the arc of a curve to the right having a central angle of 45 degrees 15 minutes 04 seconds, a radius of 1570.00 feet and an arc length of 1239.96 feet; (10) thence South 37 degrees 34 minutes 46 seconds West on the forward tangent to the last mentioned curve, 118.20 feet; thence North 89 degrees 55 minutes 06 seconds West, 5302.25 feet; thence North 00 degrees 28 minutes 18 seconds West, 3217.14 feet; thence North 89 degrees 47 minutes 24 seconds West, 174.33 feet to a point on the West line of said Section 20; thence North 00 degrees 37 minutes 07 seconds West on said West line 1321.69 feet to the West one quarter corner of said Section 20; thence South 89 degrees 54 minutes 53 seconds East on the South line of the Northwest one quarter of said Section 20, 2635.90 feet to the Southeast corner of said Northwest one quarter; thence North 00 degrees 39 minutes 42 seconds West on the East line of said Northwest one quarter, 2638.64 feet to the point of beginning, County of El Paso, State of Colorado.

PARCEL C:

That portion of Sections 19, 20, 28, 29 and 30, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the Southwest corner of said Section 30; thence North 89 degrees 52 minutes 06 seconds East (all bearings used in this description are relative to the West line of said Section 30 which was assumed to be North 00 degrees 28 minutes 16 seconds West) on the South line of said Section 30, 30.00 feet to the Point of Beginning; thence North 00 degrees 28 minutes 16 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 30, 5292.89 feet to a point on the South line of said Section 19; thence North 00 degrees 28 minutes 07 seconds West on a line being 30.00 feet East of and parallel with the West line of said Section 19, 1323.19 feet to a point on the South line of the North one half of the South one half of said Section 19, said line also being the South line of that tract of land described in Book 3563 at Page 181 of the records of said El Paso County; thence South 89 degrees 55 minutes 28 seconds East on said South line, 5075.98 feet to a point on the East line of said Section 19, said point also being on the Westerly line of that tract of land as described in Book 3563 at Pages 189 and 190 of said records; thence Southerly and Easterly on the Westerly and Southerly lines of that tract of land described in Book 3563 at Pages 189 and 190 of said records for the following four (4) courses: (1) thence South 00 degrees 37 minutes 07 seconds East, 2.46 feet; (2) thence South 89 degrees 47 minutes 24 seconds East, 174.33 feet; (3) thence South 00 degrees 28 minutes 18 seconds East, 3217.14 feet; (4) thence South 89 degrees 55 minutes 06 seconds East, 5302.25 feet to a point on the Westerly right of way line of Eastonville Road; thence Southerly on said Westerly right of way line for the following two (2) courses: (1) thence South 37 degrees 34 minutes 46 seconds West, 390.19 feet; (2) thence South 38 degrees 15 minutes 20 seconds West, 3902.63 feet to a point on the South line of said Section 29; thence North 89 degrees 55 minutes 00 seconds West on said South line, 2777.27 feet to the corner common to Sections 29, 30, 31, and 32; thence South 89 degrees 52 minutes 06 seconds West on the South line of said Section 30, 5093.12 feet to the point of beginning, County of El Paso State of Colorado.

Consisting of approximately 2650 acres.

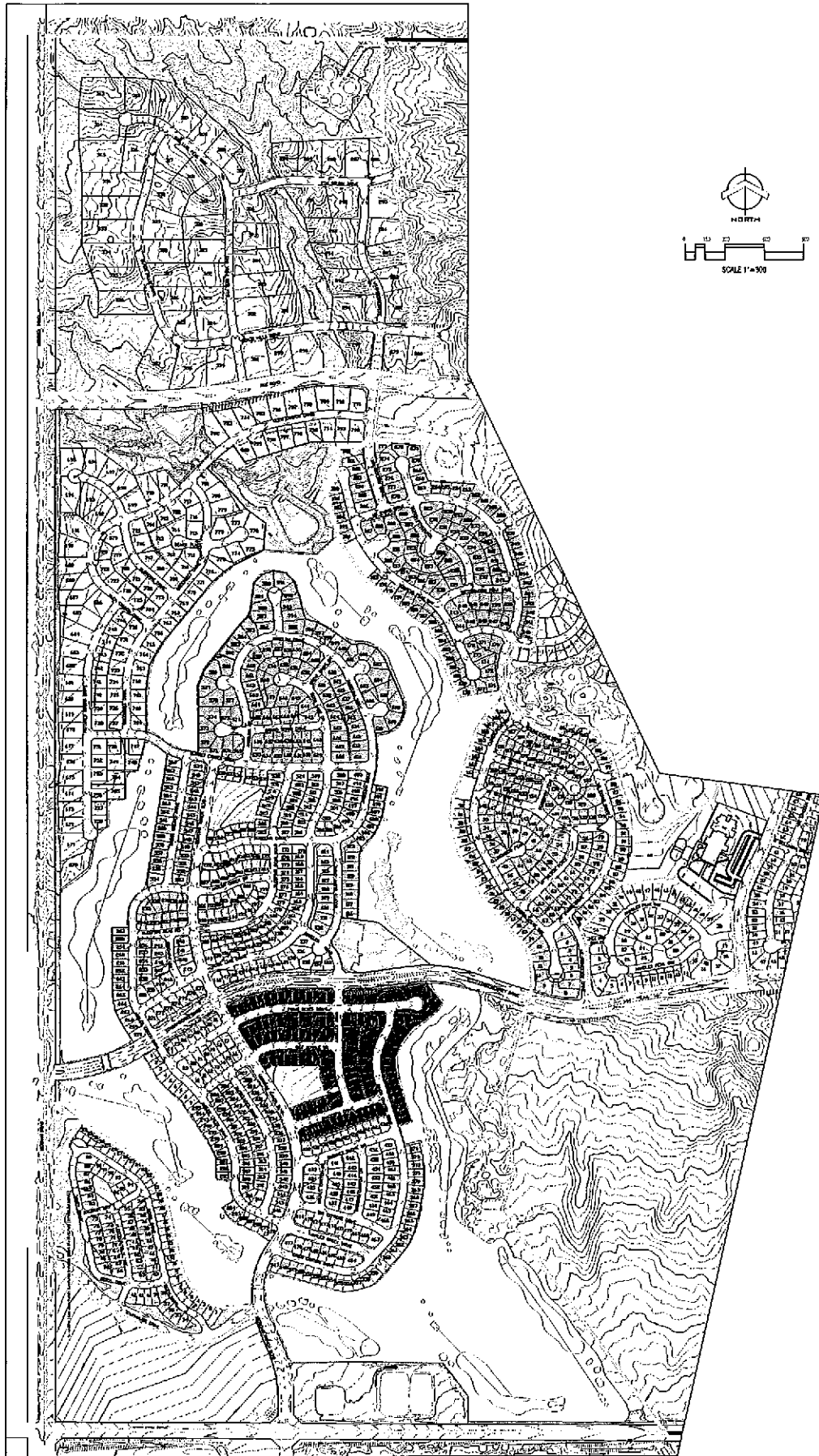
DESCRIPTION: Meridian Service Metropolitan District

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 19, SAID POINT BEING 103.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 19; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 466.69 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 466.69 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 466.69 FEET; THENCE NORTHERLY (103.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19), A DISTANCE OF 466.69 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 3.0 ACRES, MORE OR LESS.

MERIDIAN RANCH



30cc

Chuck Broerman

07/18/2016 02:39:24 PM

Doc \$0.00

Rec \$0.00

4

Pages

El Paso County, CO



216078700

RESOLUTION NO. 16- 252

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE AUTHORIZATION FOR PRE-DEVELOPMENT SITE GRADING
REQUEST FOR THE VISTAS AT MERIDIAN RANCH (EGP-16-004)

WHEREAS, GTL DEVELOPMENT, INC, did file an application with the Development Services Department of El Paso County requesting Board of County Commissioner approval to authorization for the County Engineer to issue a construction permit for pre-development site grading activities associated with the 56.10 acre Vistas at Meridian Ranch PUD (Planned Unit Development) Development Plan (PUDSP-16-001; and

WHEREAS, GTL DEVELOPMENT, INC., did also request approval of the PUD development plan as a preliminary plan; and

WHEREAS, authorization for pre-development site grading requires approval of a preliminary plan; and

WHEREAS, GTL DEVELOPMENT, INC., is currently coordinating agreements with El Paso County regarding participation with the County in the PPRTA Eastonville Road Project ; and WHEREAS, GTL DEVELOPMENT, INC requests a waiver of preliminary plan approval prior to authorization for pre-development site grading to provide additional time to coordinate the necessary agreements over what the typical public hearing process for the preliminary plan would entail; and

WHEREAS, a public hearing was held by this Board on May 3, 2016; and

WHEREAS, the Board wishes to accept the Temporary Construction Easement; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, comments of the El Paso County Development Services Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting, publication and public notice were provided as required by law for the hearing before the Board of County Commissioners of El Paso County.
2. That the hearing before the Board of County Commissioners was

extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at the hearing.

3. That adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and the Engineering Criteria Manual are provided by the design.
4. That all data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.
5. That for the above-stated and other reasons, the proposed plan is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.



NOW, THEREFORE, BE IT RESOLVED THAT THE Board of County Commissioners of the El Paso County, Colorado, hereby approves the request by Sterling Ranch Metropolitan District No. 1, for Sterling Ranch Development Early Grading Permit to include installation of wet and dry utilities within the area more particularly described in the attached exhibit A, reference.

BE IT FURTHER RESOLVED that the following conditions shall be placed upon this approval:

CONDITIONS OF APPROVAL

1. Grading and erosion control collateral shall be posted prior to issuance of the construction permit.
2. Grading activities shall not occur until the applicant has secured all applicable state and county permits.

DONE THIS 12th day of July 2016 at Colorado Springs, Colorado.


By: 
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

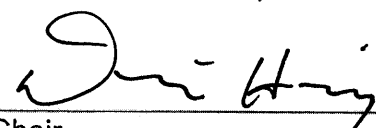
By: 
Chair

EXHIBIT A

KNOW ALL MEN BY THESE PRESENTS:

THAT GTL, INC. DBA GTL DEVELOPMENT, INC., THEODORE TCHANG, PRESIDENT BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 29, IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF TRACT J OF MERIDIAN RANCH FILING 11A, RECORDED WITH RECEPTION NO. 214713513, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LONDONDERRY DRIVE AS DESCRIBED IN RECEPTION NO. 208113431 BOTH IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING FOUR(4) COURSES ARE ON THE BOUNDARY LINE OF SAID TRACT J;

1. THENCE S38°44'41"W A DISTANCE OF 941.67 FEET;
2. THENCE S08°27'24"W A DISTANCE OF 359.88 FEET;
3. THENCE S38°44'41"W A DISTANCE OF 160.00 FEET;
4. THENCE S51°15'19"E A DISTANCE OF 400.00 FEET TO A POINT OF THE WESTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD;
5. THENCE S38°44'41"W ON SAID WESTERLY RIGHT OF WAY A DISTANCE OF 1276.12 FEET;
6. THENCE N51°15'19"W A DISTANCE OF 210.10 FEET;
7. THENCE N63°46'18"W A DISTANCE OF 75.00 FEET;
8. THENCE N41°20'14"W A DISTANCE OF 75.00 FEET;
9. THENCE N35°16'51"W A DISTANCE OF 70.00 FEET;
10. THENCE N35°41'22"W A DISTANCE OF 105.12 FEET;
11. THENCE N41°08'31"W A DISTANCE OF 105.12 FEET;
12. THENCE N39°48'46"W A DISTANCE OF 205.06 FEET;
13. THENCE N35°51'09"W A DISTANCE OF 223.61 FEET;
14. THENCE N32°53'59"W A DISTANCE OF 20.55 FEET TO A NON-TANGENT CURVE TO THE LEFT;
15. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 03°34'52", AN ARC LENGTH OF 96.25 FEET, WHOSE LONG CHORD BEARS N55°18'35"E A DISTANCE OF 96.24 FEET;
16. THENCE S82°39'10"E A DISTANCE OF 31.52 FEET;
17. THENCE N51°35'04"E A DISTANCE OF 60.00 FEET;
18. THENCE N05°49'18"E A DISTANCE OF 31.52 FEET TO A NON-TANGENT CURVE TO THE LEFT;
19. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 32°34'11", AN ARC LENGTH OF 875.41 FEET, WHOSE LONG CHORD BEARS N33°21'53"E A DISTANCE OF 863.67 FEET;
20. THENCE N17°04'48"E A DISTANCE OF 421.16 FEET;
21. THENCE N72°55'12"W A DISTANCE OF 80.00 FEET;
22. THENCE N17°04'48"E A DISTANCE OF 580.00 FEET TO A CURVE TO THE LEFT;
23. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2460.00 FEET, A DELTA ANGLE OF 02°17'15", AN ARC LENGTH OF 98.22 FEET, WHOSE LONG CHORD BEARS N15°56'10"E A DISTANCE OF 98.21 FEET;
24. THENCE N14°47'33"E A DISTANCE OF 205.82 FEET;

Resolution No. 16-252

25. THENCE N30°42'16"W A DISTANCE OF 30.84 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LONDONDERRY DRIVE OF MERIDIAN RANCH FILING NO. 11A, RECORDED WITH RECEPTION NUMBER 214713513;
26. THENCE ON THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, HAVING A RADIUS OF 2940.00 FEET, A DELTA ANGLE OF 00°25'43", AN ARC LENGTH OF 22.00 FEET, WHOSE LONG CHORD BEARS S76°12'05"E A DISTANCE OF 22.00 FEET TO A CURVE TO THE RIGHT AND SAID SOUTHERLY RIGHT-OF-WAY OF LONDONDERRY DRIVE AS DESCRIBED IN RECEPTION NO. 208113431;
27. THENCE ON THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY, HAVING A RADIUS OF 2940.00 FEET, A DELTA ANGLE OF 21°58'40", AN ARC LENGTH OF 1127.74 FEET, WHOSE LONG CHORD BEARS S64°59'53"E A DISTANCE OF 1120.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 56.10 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM.)



RESOLUTION NO. 16- 403
BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE REZONE FROM THE PUD (PLANNED UNIT DEVELOPMENT) DISTRICT TO THE PUD DISTRICT (VISTAS AT MERIDIAN RANCH) AND APPROVAL OF THE PUD DEVELOPMENT PLAN AS A PRELIMINARY PLAN (PUDSP-16-001)

WHEREAS, GTL Development, Inc., did file a petition with the Planning and Community Development Department of El Paso County to Rezone the herein described property in El Paso County for an amended PUD (Planned Unit Development) Zone District to include an amended preliminary plan; and

WHEREAS, GTL Development, Inc., did also request approval of the PUD development plan as a preliminary plan; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on October 18, 2016, upon which date the Planning Commission did by formal resolution recommend approval of the subject Zone change petition; and

WHEREAS, a public hearing was held by this Board on November 15, 2016; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning and Community Development Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice was provided as required by law for the hearing before the Planning Commission of El Paso County.
2. That the hearing before the Planning Commission was extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at that hearing.
3. That the proposed PUD (Planned Unit Development) District zoning is in general conformity with the Master Plan for El Paso County, Colorado.
4. That the proposed PUD District zoning advances the stated purposes set forth in Chapter 4, Section 4.2.6, of the El Paso County Land Development Code.
5. That there has been a substantial change in the character of the area since the land was last zoned.

6. That the proposed development is in compliance with the requirements of the Land Development Code and all applicable statutory provisions and will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of El Paso County.
7. That the subject property is suitable for the intended uses and the use is compatible with both the existing and allowed land uses on the neighboring properties, will be in harmony and responsive with the character of the surrounding area and natural environment; and will not have a negative impact upon the existing and future development of the surrounding area.
8. That the proposed development provides adequate consideration for any potentially detrimental use-to-use relationships (e.g. commercial use adjacent to single-family use) and provides an appropriate transition or buffering between uses of differing intensities both on-site and off-site.
9. That the allowed uses, bulk requirements and required landscaping and buffering are appropriate to and compatible with the type of development, the surrounding neighborhood or area and the community.
10. That the areas with unique or significant historical, cultural, recreational, aesthetic or natural features are preserved and incorporated into the design of the project.
11. That open spaces and trails are integrated into the development plan to serve as amenities to residents and provide reasonable walking and biking opportunities.
12. That the proposed development will not overburden the capacities of existing or planned roads, utilities and other public facilities (e.g., fire protection, police protection, emergency services, and water and sanitation), and the required public services and facilities will be provided to support the development when needed.
13. That the proposed development would be a benefit through the provision of interconnected open space, conservation of environmental features, aesthetic features and harmonious design, and energy-efficient site design.
14. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would unreasonably interfere with the present or future extraction of such deposit unless acknowledged by the mineral rights owner.
15. That any proposed exception or deviation from the requirements of the zoning resolution or the subdivision regulations is warranted by virtue of the

design and amenities incorporated in the development plan and development guide.

16. That the owner has authorized the application.
17. For the above-stated and other reasons, the proposed zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.
18. That the subdivision is in conformance with the subdivision design standards and any approved Sketch Plan.
19. That a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(a)] and the requirements of Chapter 8 of the Land Development Code.
20. That a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
21. That all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified and the proposed subdivision is compatible with such conditions [C.R.W. §30-28-133(6)(c)].
22. That adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and the Engineering Criteria Manual are provided by the design.
23. That necessary services, including police and fire protection, recreation, utilities, open space and transportation system, are or will be available to serve the proposed subdivision.
24. That the subdivision provides evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.
25. That the proposed subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
26. That all data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of GTL Development, Inc., for an amended PUD (Planned Unit Development) Zone District, which approval shall also serve as an approval of an amended preliminary plan for property located within the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions/notations shall be placed upon this approval:

1. Prior to recording any final plats, the approved PUD development plan shall be recorded in the office of the Clerk and Recorder of El Paso County, Colorado.
2. Development of the property shall be in accordance with the recorded PUD development plan. The uses in this portion of the PUD shall be a maximum of 221 single-family residential lots, rights-of-way, and open space and utility tracts.
3. The developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.
4. Unless otherwise authorized by the PUD development plan, no building permits shall be issued prior to recording the PUD development plan and any subsequent final plat(s).
5. Applicable park, school, drainage, bridge and traffic fees shall be paid to El Paso County Planning and Community Development at the time of recording any final plat.

NOTATIONS

1. If a zone or rezone petition has been disapproved by the Board of County Commissioners, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied.

However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.

2. Approval of the Vistas at Meridian Ranch PUD development plan constitutes preliminary plan approval of the same pursuant to Section 4.2.6.E of the El Paso County Land Development Code as amended on August 12, 2014 (Board Resolution 14-298).
3. Approval of the PUD as a preliminary plan will expire after two (2) years unless a final plat has been approved and recorded or a time extension has been granted.

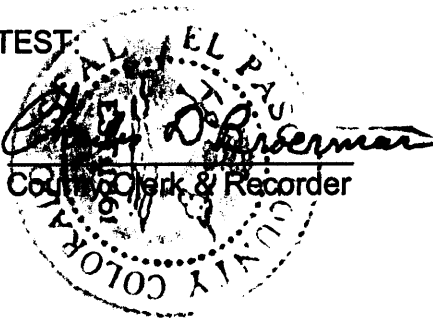
AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 15th day of November 2016, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By:



County Clerk & Recorder

By:


Chair

EXHIBIT A

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 29, IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF TRACT J OF MERIDIAN RANCH FILING 11A, RECORDED WITH RECEPTION NO. 214713513, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LONDONDERRY DRIVE AS DESCRIBED IN RECEPTION NO. 208113431 BOTH IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING FOUR(4) COURSES ARE ON THE BOUNDARY LINE OF SAID TRACT J;

1. THENCE S38°44'41"W A DISTANCE OF 941.67 FEET;
2. THENCE S08°27'24"W A DISTANCE OF 359.88 FEET;
3. THENCE S38°44'41"W A DISTANCE OF 160.00 FEET;
4. THENCE S51°15'19"E A DISTANCE OF 400.00 FEET TO A POINT OF THE WESTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD;
5. THENCE S38°44'41"W ON SAID WESTERLY RIGHT OF WAY A DISTANCE OF 1276.12 FEET;
6. THENCE N51°15'19"W A DISTANCE OF 210.10 FEET;
7. THENCE N63°46'18"W A DISTANCE OF 75.00 FEET;
8. THENCE N41°20'14"W A DISTANCE OF 75.00 FEET;
9. THENCE N35°16'51"W A DISTANCE OF 70.00 FEET;
10. THENCE N35°41'22"W A DISTANCE OF 105.12 FEET;
11. THENCE N41°08'31"W A DISTANCE OF 105.12 FEET;
12. THENCE N39°48'46"W A DISTANCE OF 205.06 FEET;
13. THENCE N35°51'09"W A DISTANCE OF 223.61 FEET;
14. THENCE N32°53'59"W A DISTANCE OF 20.55 FEET TO A NON-TANGENT CURVE TO THE LEFT;
15. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 03°34'52", AN ARC LENGTH OF 96.25 FEET, WHOSE LONG CHORD BEARS N55°18'35"E A DISTANCE OF 96.24 FEET;
16. THENCE S82°39'10"E A DISTANCE OF 31.52 FEET;
17. THENCE N51°35'04"E E A DISTANCE OF 60.00 FEET;
18. THENCE N05°49'18"E A DISTANCE OF 31.52 FEET TO A NON-TANGENT CURVE TO THE LEFT;
19. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 32°34'11", AN ARC LENGTH OF 875.41 FEET, WHOSE LONG CHORD BEARS N33°21'53"E A DISTANCE OF 863.67 FEET;
20. THENCE N17°04'48"E A DISTANCE OF 421.16 FEET;
21. THENCE N72°55'12"W A DISTANCE OF 80.00 FEET;

22. THENCE N17°04'48"E A DISTANCE OF 580.00 FEET TO A CURVE TO THE LEFT;
23. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2460.00 FEET, A DELTA ANGLE OF 02°17'15", AN ARC LENGTH OF 98.22 FEET, WHOSE LONG CHORD BEARS N15°56'10"E A DISTANCE OF 98.21 FEET;
24. THENCE N14°47'33"E A DISTANCE OF 205.82 FEET;
25. THENCE N30°42'16"W A DISTANCE OF 30.84 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LONDONDERRY DRIVE OF MERIDIAN RANCH FILING NO. 11A, RECORDED WITH RECEPTION NUMBER 214713513;
26. THENCE ON THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, HAVING A RADIUS OF 2940.00 FEET, A DELTA ANGLE OF 00°25'43", AN ARC LENGTH OF 22.00 FEET, WHOSE LONG CHORD BEARS S76°12'05"E A DISTANCE OF 22.00 FEET TO A CURVE TO THE RIGHT AND SAID SOUTHERLY RIGHT-OF-WAY OF LONDONDERRY DRIVE AS DESCRIBED IN RECEPTION NO. 208113431;
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THE ABOVE PARCEL OF LAND CONTAINS 56.10 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM.)

GENERAL PROVISIONS

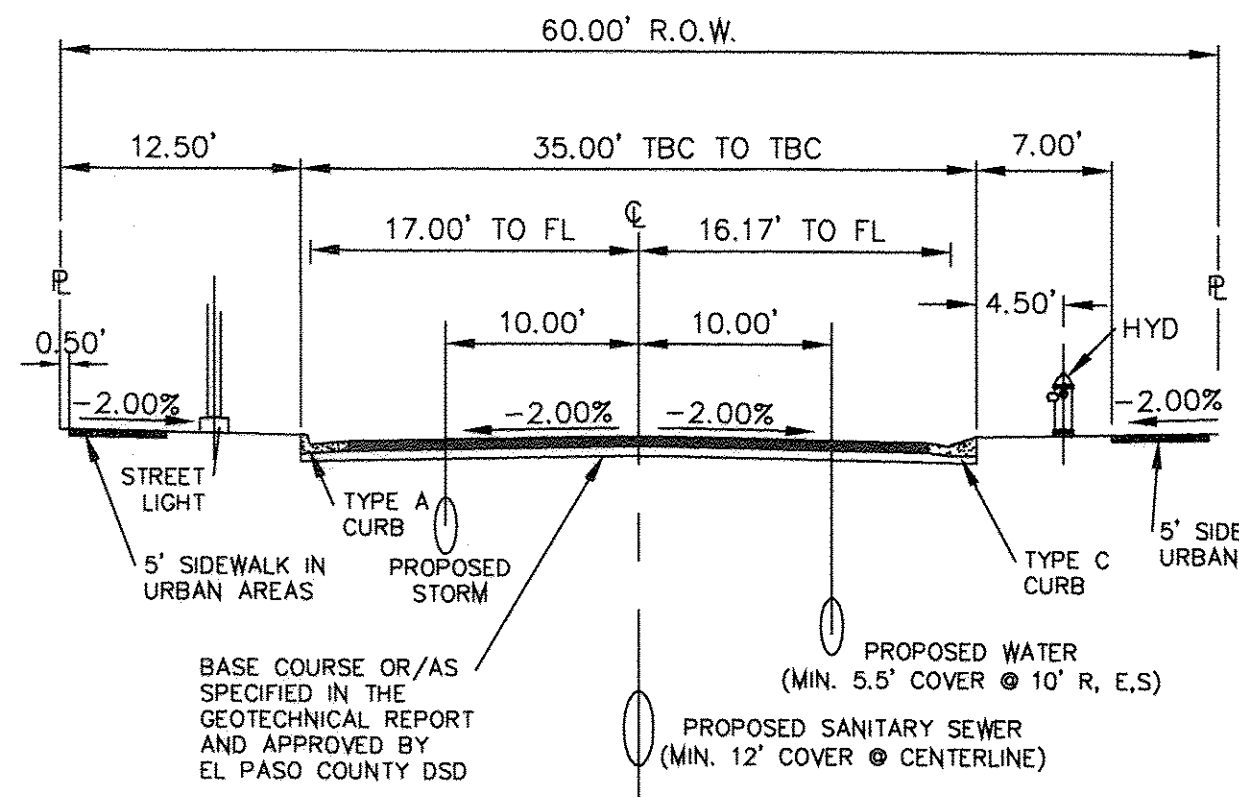
- A. **Authority.** This PUD is authorized by Chapter 4 of the El Paso County Land Development Code, adopted pursuant to the Colorado Homeless Unit Development Act of 1975, as amended.
- B. **Applicability.** The provisions of this PUD shall not apply to the land, the landowners, their successors, heirs, or assigns that be owned by this Development Plan, as amended and approved by the Development Services Department Director or Board of County Commissioners.
- C. **Adoption.** The adoption of this development plan shall evidence the findings and decisions of the El Paso County Board of County Commissioners that this development plan for the Vistas Filing 1 at Meridian Ranch is a general comprehensive plan for the El Paso County Homeless Unit Development Code and the development plan complies with the Colorado Homeless Unit Development Act of 1975, as amended.
- D. **Relationship to County Regulations.** The provisions of this Development Plan shall prevail and govern the development of the Vistas Filing 1 at Meridian Ranch, provided that such provisions do not conflict with the provisions of the El Paso County Land Development Code or the provisions of the El Paso County Homeless Unit Development Code and the development plan complies with the Colorado Homeless Unit Development Act of 1975, as amended.
- E. **Subsequent.** To further the mutual interest of the residents, occupants, and owners of the PUD and of the public in the preservation of the integrity of the development, the provisions of this plan shall be subject to the provisions of the El Paso County Land Development Code or the provisions of the El Paso County Homeless Unit Development Code and the development plan complies with the Colorado Homeless Unit Development Act of 1975, as amended.
- F. **Conformity.** Where there is more than one provision within the development plan that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern.
- G. **Minimum Level of Development.** The total number of dwellings shown on the development plan for development within the specified planning area is the minimum level of development required for planning or construction plans any approved development. The actual number of dwellings or level of development may be less than the minimum level of development, but shall not be less than the minimum level of development, but shall not be less than the minimum level of development.
- H. **Public Hearing.** At the time of the final use application, the applicant shall provide a summary of the development, to date, to the Development Services Department, in order to ensure maximum development levels are not exceeded.
- I. **Other Provisions.** The provisions of this development plan shall be subject to the provisions of the El Paso County Land Development Code or the provisions of the El Paso County Homeless Unit Development Code and the development plan complies with the Colorado Homeless Unit Development Act of 1975, as amended.
- J. **Other Provisions.** (Reserved)

MERIDIAN RANCH DEVELOPMENT GUIDELINES THE VISTAS PUD DEVELOPMENT PLAN

- A. **Project Description.** The Vistas Filing 1 at Meridian Ranch is the continuation of a long-term development with a distinct vision. The project centers on a recreational facility for and open space for the El Paso County and is maintained by El Paso County Department of Transportation and the El Paso County Board of County Commissioners. The project centers on a recreational facility for and open space for the El Paso County and is maintained by El Paso County Department of Transportation and the El Paso County Board of County Commissioners. The project centers on a recreational facility for and open space for the El Paso County and is maintained by El Paso County Department of Transportation and the El Paso County Board of County Commissioners.
- B. **Accessory Uses.** The accessory uses shall be subject to the regulations of section 5 of the 2013 LDC, as may be amended in the future.
- C. **Development Requirements.**
1. Maximum lot coverage: Fifty-five (55) percent
 2. Maximum building height: thirty (30) feet
 3. Setback minimums:
 - a. Front: ten (10) feet
 - b. Side: five (5) feet
 - c. Rear: ten (10) feet
 4. Accessory buildings must comply with the setbacks established above, except that the rear yard setback may be reduced to seven (7) feet for any use that does not require a public street. Accessory structures shall be governed by architectural covenants regarding building color and materials to be consistent with the primary structure of the site.
 5. Properties into setbacks are governed by the Land Development Code in effect at the time of PUD Plan approval.
- D. **Lot Sizing.**
1. The Preliminary Plan / PUD Development Plan and the Final Plat establish the lot sizes for each lot.
 2. No subdivision of any lot will be permitted if such subdivision results in the creation of additional building lots.
- E. **Streets.** Streets within The Vistas Filing 1 at Meridian Ranch Subdivision provide general vehicular circulation throughout the development. All streets shall be publicly owned and maintained. Construction will be to El Paso County Standards. All streets shall be paved with asphalt. Sidewalks shall be provided on both sides of all streets in accordance with the plan.
- F. **Architectural Control Committee Review/Covenants.** Covenants for The Vistas Filing 1 at Meridian Ranch have been created by separate documents. The covenants establish rules and regulations for the community within the subdivision and establish the governance mechanism of the subdivision, including the creation of the Architectural Control Committee.

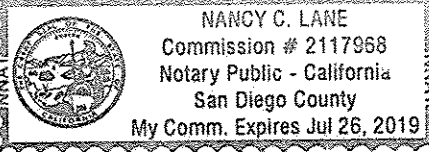
GENERAL NOTES

1. All streets shall be constructed to El Paso County standards, unless a specific waiver or elevation has been approved, dedicated to El Paso County for and open space for the El Paso County and is maintained by El Paso County Department of Transportation and the El Paso County Board of County Commissioners.
2. Landscaping and irrigation, open space, trees, plants and trees shall be provided (where appropriate) and maintained by the Meridian Ranch Metropolitan District. All double frontage lots shall receive a combination of fronting, side, and rear setbacks and setbacks from the property line and the curb. All double frontage lots shall receive a minimum of one foot per foot of frontage. These trees shall be planted along the street.
3. Corner lot setbacks shall be provided on all lots as follows:
 - a. Front: ten (10) feet
 - b. Side: five (5) feet
 - c. Rear: seven (7) feet
4. Setbacks: Ten (10) feet minimum along all areas when front setback is not appropriate.
5. Setback minimums: Twenty (20) feet.
6. The Vistas Filing 1 at Meridian Ranch shall be subject to the previously approved Meridian Ranch Overall PUD Plan. Any PUD Development Plan amendment shall follow procedures of the Land Development Code as amended and/or separately implemented or otherwise adopted.
7. The Vistas Filing 1 at Meridian Ranch is subject to the approved Meridian Ranch Zoning & Conditional Plan approved by the Board of County Commissioners on 12/10/2013, resolution number 22200220.
8. The El Paso County Board of County Commissioners has, dated December 2007, Meridian Ranch The Vistas Filing 1 & 2 is situated entirely within the law of the El Paso County Board of County Commissioners.
9. The Vistas Filing 1 at Meridian Ranch shall be limited to a total of 221 single family lots.
10. The Vistas Filing 1 at Meridian Ranch shall be limited to a total of 221 single family lots.
11. This subdivision is subject to the public right of way landscape scenic agreement for Meridian Ranch as recorded under recording no. 22200220.
12. This subdivision is included within the boundaries of the Woodmen Road Metropolitan District and shall not be required to participate in the El Paso County road impact fee program, in accordance with the provisions of the first amendment to intergovernmental agreement concerning Woodmen Road recorded pursuant to resolution no. 22200220.
13. The Vistas Filing 1 at Meridian Ranch shall have the ability to grant an administrative variance of up to 20% of dimensional standards listed on the PUD on a case by case basis.
14. PUD Registration to LDC Section 4.4.3.8.2 - no mid-block pedestrian crossing required for blocks in excess of 600 feet.



- NOTES:
1. NON-STANDARD STREET SECTION PER DEVIATION NO. DE134 APPROVED BY EL PASO COUNTY DSD.
 2. TYPE C CURB USED ON ALL RESIDENTIAL STREETS UNLESS OTHERWISE NOTED.
 3. CLEAR ZONES MUST BE MAINTAINED AT ALL TIMES. ALL STRUCTURAL COMPONENTS LARGER THAN 4" IN DIA. MUST BE A MINIMUM OF 7' FROM EDGE OF TRAVEL. MAY FOR TYPE C CURB AND 1.5' FROM FACE OF CURB FOR TYPE A CURB.
 4. ASPHALT DETERMINED BY INVIEW METHOD AND APPROVED BY EL PASO COUNTY DSD.

60' R.O.W.
RESIDENTIAL ROAD
(TYPICAL)
SCALE : N.T.S.



Theodore Tchang
Name of Landowner
Landowner's Signature, notarized

Ownership Certification
I, the _____, a (one of the following): qualified title insurance company, title company, title attorney, or attorney at law duly qualified, insured, or licensed by the State of California, do hereby certify that I have examined the title of all lands depicted and described herein and that title to such land is owner in fee simple by at the time of this application.

Notarized signature

OR Name of Attorney and registration number

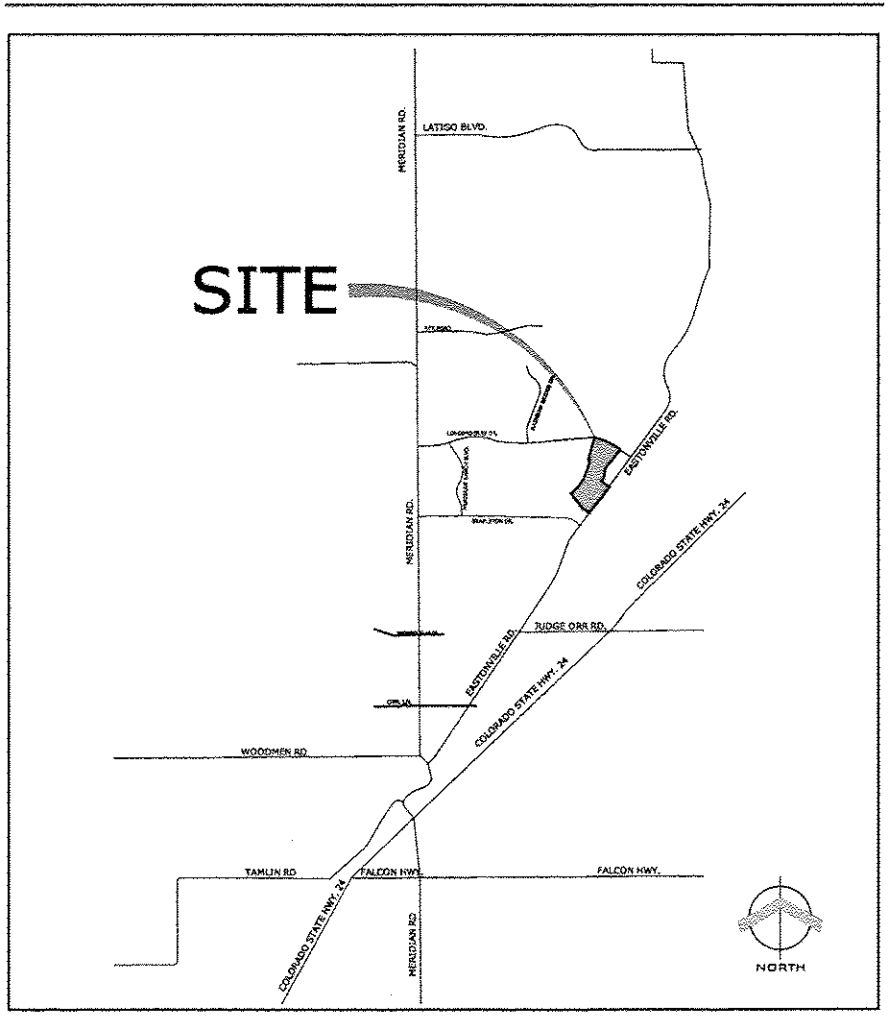
County Certification
This recording request to PUD has been reviewed and found to be complete and in accordance with the _____ (date) approving the PUD and all applicable El Paso County regulations.

President, Board of County Commissioners
Director, Development Services Department
Date: 5/6/17

Clerk and Recorder Certification
I, the _____, State of Colorado, do hereby certify that this plan was filed in my office on this _____ (month), 20____, at _____ o'clock a.m./p.m. and was recorded per Reception No. _____.

El Paso County Clerk and Recorder

VICINITY MAP



- DEVELOPMENT DATA**
- Existing Zoning: PUD
 - Approved Plan: The Vistas at Meridian Ranch PRELIMINARY PLAN/PUD 4200000341 & 422940001
 - Tax ID Number: 56.10 AC
 - Total Area: 221
 - Number of Lots: 221
 - Total Lot Area: 36.23 AC (62.80%)
 - Average Lot Size: 6,946 SF
 - Minimum Lot Size: 6,060 SF
 - Minimum Lot Width: 50' as measured from the front setback line or as otherwise shown on the PUD
 - Minimum Lot Depth: 120'
 - Gross Density: 3.94 DU/AC
 - Net Density: 6.27 DU/AC
 - R.O.W.: 12.89 AC (22.98%)
 - Total Tract Area: 7.96 AC (14.22%)
 - Maximum Height: Thirty (30) Feet
 - Maximum Lot Coverage: Fifty-five percent (55%)

LAND USE DATA TABLE

LAND USE	NET LOT AREA	NET LOT AREA	NET LOT AREA	% OF LAND
RESIDENTIAL	1.24 AC	1.24 AC	1.24 AC	22.98 %
LANDSCAPE BUFFER/OPEN SPACE/UTILITIES	0.71 AC	0.71 AC	0.71 AC	12.89 %
LANDSCAPE BUFFER/OPEN SPACE/UTILITIES	0.05 AC	0.05 AC	0.05 AC	0.91 %

TRACT TABLE

TRACT NAME	TRACT AREA	TRACT USE	PROVIDER / MAINTENANCE
TRACT A	1.24 AC	LANDSCAPE BUFFER/OPEN SPACE/UTILITIES	MERIDIAN RANCH SERVICE DISTRICT/PRIVATE
TRACT B	0.71 AC	LANDSCAPE BUFFER/OPEN SPACE/UTILITIES	MERIDIAN RANCH SERVICE DISTRICT/PRIVATE
TRACT C	0.71 AC	LANDSCAPE BUFFER/OPEN SPACE/UTILITIES	MERIDIAN RANCH SERVICE DISTRICT/PRIVATE
TRACT D	0.05 AC	LANDSCAPE BUFFER/OPEN SPACE/UTILITIES	MERIDIAN RANCH SERVICE DISTRICT/PRIVATE

OVERALL DEVELOPMENT DWELLING UNIT TABULATION

DWELLING UNITS	FLUNG 1	FLUNG 2	FLUNG 3	FLUNG 4	FLUNG 5	FLUNG 7	ESTATES FLUNG 2 AND 3	FLUNG 11
	800	360	122	96	54	131	62	200

STONEBRIDGE FLUNG 1 & 2	FLUNG B	THE VISTAS FLUNG 1 & 2	TOTAL DWELLING UNITS	REMAINING DWELLING UNITS	MAXIMUM DWELLING UNITS
175	145	221	2,396	1,644	4,000

SOCIAL IMPACTS TABLE

ISSUE	PROVIDER / MAINTENANCE	AVAILABILITY / AMOUNT
STUDENT GENERATION		221 SF Dwelling Units
Elementary School (K-12): 75	School District 49	
High School (K-12): 96	School District 49	
High School (K-12): 96	School District 49	
TOTAL: 164		
WATER PROVIDER	Meridian Ranch Metropolitan District	(See Discussion & Water Resource Report)
WASTEWATER PROVIDER	Meridian Ranch Metropolitan District	(See Discussion & Wastewater Report)
DISASTER PROTECTION SERVICES	Meridian Ranch Metropolitan District	(See Discussion & Wastewater Report)
EMERGENCY SERVICES	Amherst	Police Fire Protection District
Recreation	El Paso County Sheriff	
RECREATION ACRES	Open Space	Meridian Ranch Metropolitan District
Recreation	Open Space	Meridian Ranch Metropolitan District
Private Open Space	Meridian Ranch Metropolitan District	N/A

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SHEET INDEX

SHEET	COVER SHEET	ENTRY PLAN & DETAILS	OWNER / SUBOWNER
SHEET 1 of 14:	LEGAL PLAN	SHEET 10 of 14:	LANDSCAPE PLAN
SHEET 2 of 14:	WEST SITE PLAN	SHEET 11 of 14:	LANDSCAPE PLAN
SHEET 3 of 14:	NORTH-EAST SITE PLAN	SHEET 12 of 14:	LANDSCAPE PLAN
SHEET 4 of 14:	SOUTH-EAST SITE PLAN	SHEET 13 of 14:	LANDSCAPE PLAN
SHEET 5 of 14:	UTILITIES & GRADING PLAN	SHEET 14 of 14:	ADJACENT OWNERS
SHEET 6 of 14:	UTILITIES & GRADING PLAN		
SHEET 7 of 14:	UTILITIES & GRADING PLAN		
SHEET 8 of 14:	UTILITIES & GRADING PLAN		

Land Planning
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NES

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619 N. Cascade Ave., Ste. 200
Colorado Springs, CO 80903

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Fax: 719.471.0267

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The Vistas Filing
1 at Meridian
Ranch

PUD /
Preliminary Plan

DATE: March 21, 2016
PROJECT NO: T. Baird
PREPARED BY: R. Carlson

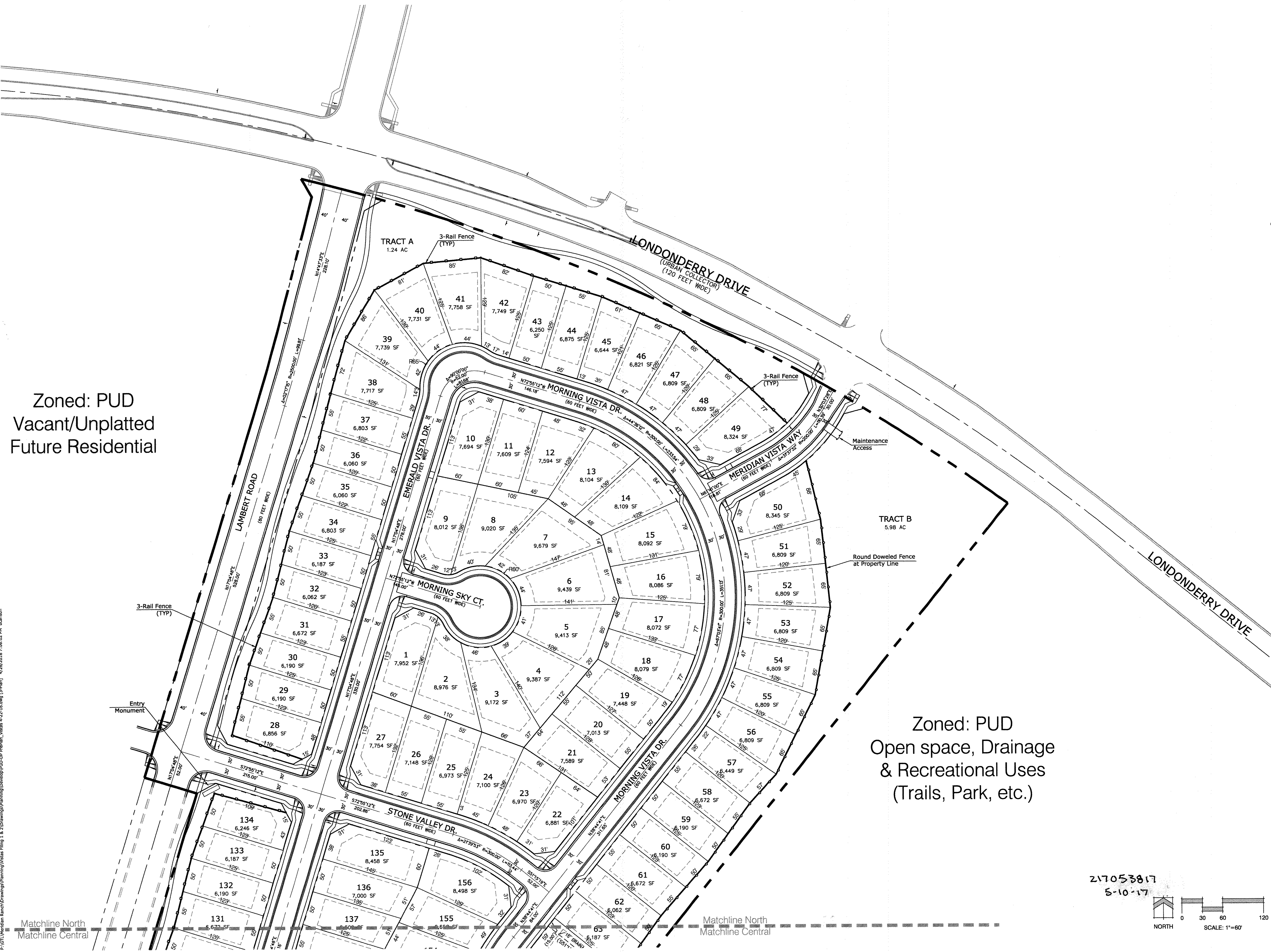
DATE: 4/23/2016 BY: BCC
DESCRIPTION: Per County Comments

COVER SHEET

1
OF 14

CPC#

Zoned: PUD
Vacant/Unplatted
Future Residential



Zoned: PUD
Open space, Drainage
& Recreational Uses
(Trails, Park, etc.)

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Architecture
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The Vistas Filing
1 at Meridian
Ranch
PUD /
Preliminary Plan

DATE: March 21, 2014
PROJECT MGR: T. Schmitt
PREPARED BY: B. Carlson

DATE: 4/27/2016 BY: BCC DESCRIPTION: Per County Comments

WEST
SITE PLAN

3
OF 14
CPC#

DATE: March 21, 2016
PROJECT MGR: T. Seibert
PREPARED BY: B. Carlson

CPC#

Zoned: PUD
Vacant/Unplatted
Future Residential

Zoned: PUD
Open space, Drainage
& Recreational Uses
(Trails, Park, etc.)

Zoned: Future
Business Park

Zoned: PUD
Open space, Drainage
& Recreational Uses
(Trails, Park, etc.)

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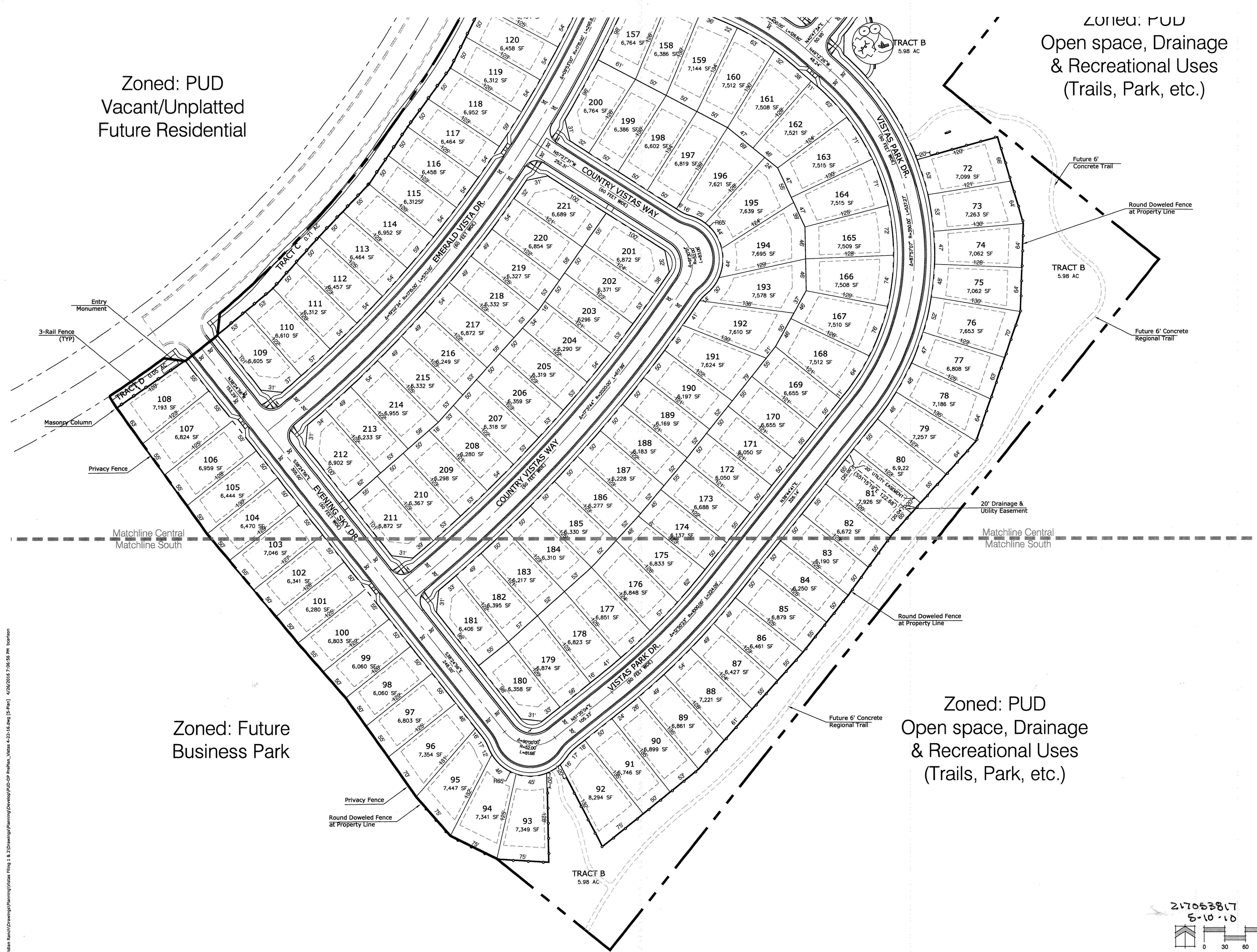
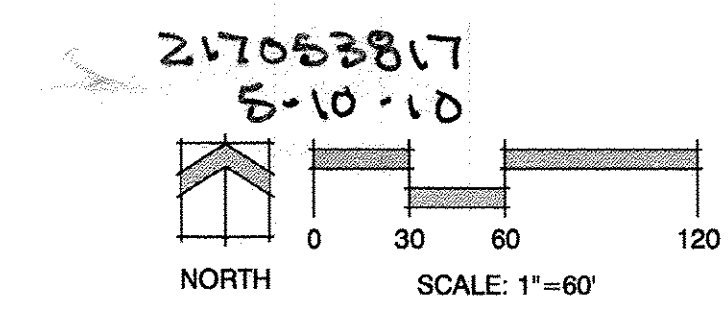
DATE: March 21, 2016
PROJECT NO: 17-000001
PREPARED BY: T. Sargent
S. Carlson

DATE: 4/27/2016
BY: BCC
DESCRIPTION: Per County
Comments

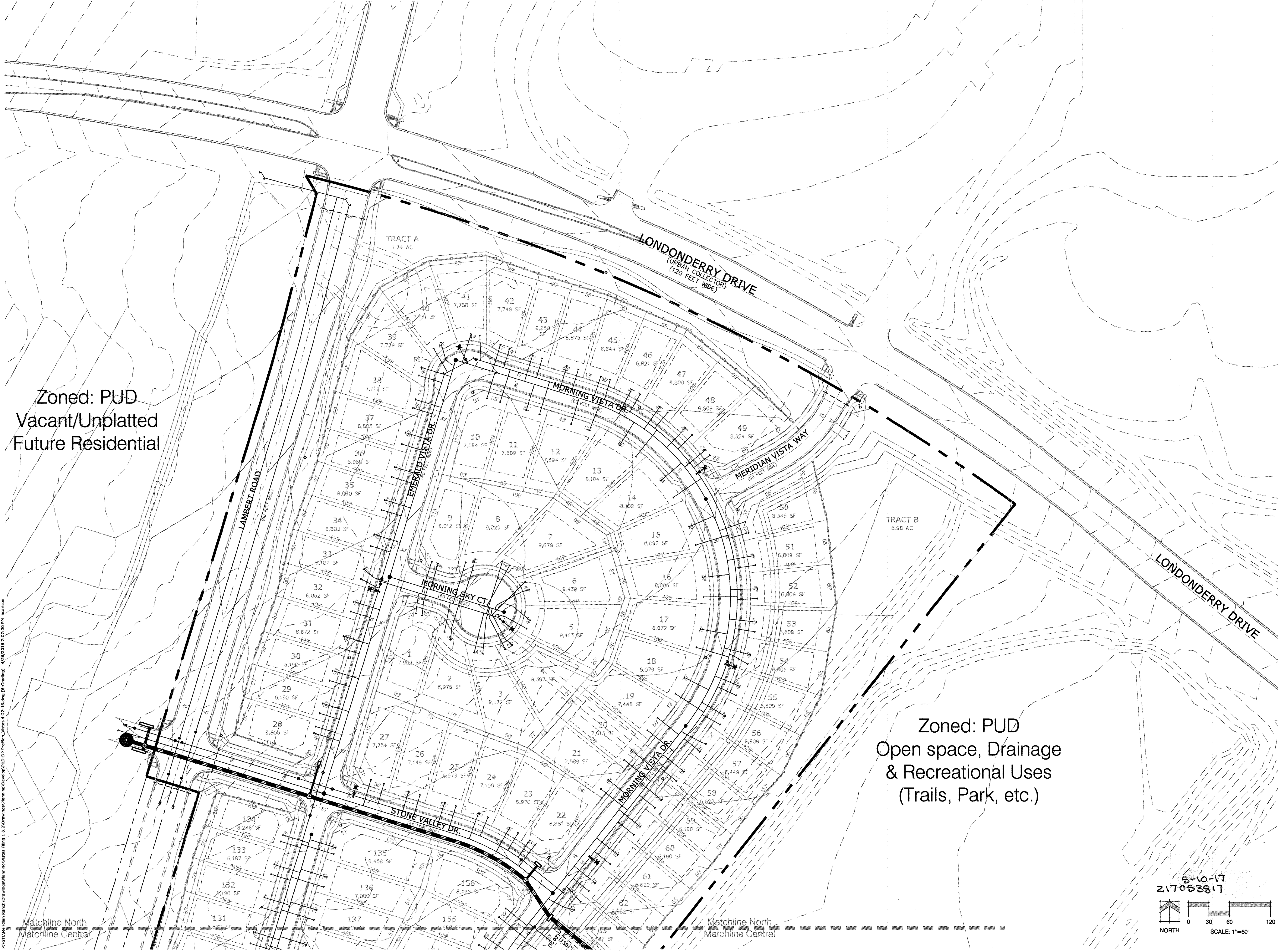
SOUTHEAST
SITE PLAN

5
OF 14

CPC#



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The Vistas Filing
1 at Meridian
Ranch
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Preliminary Plan

DATE: March 21, 2016
PROJECT HDR: T. Seibert
PREPARED BY: B. Carlson

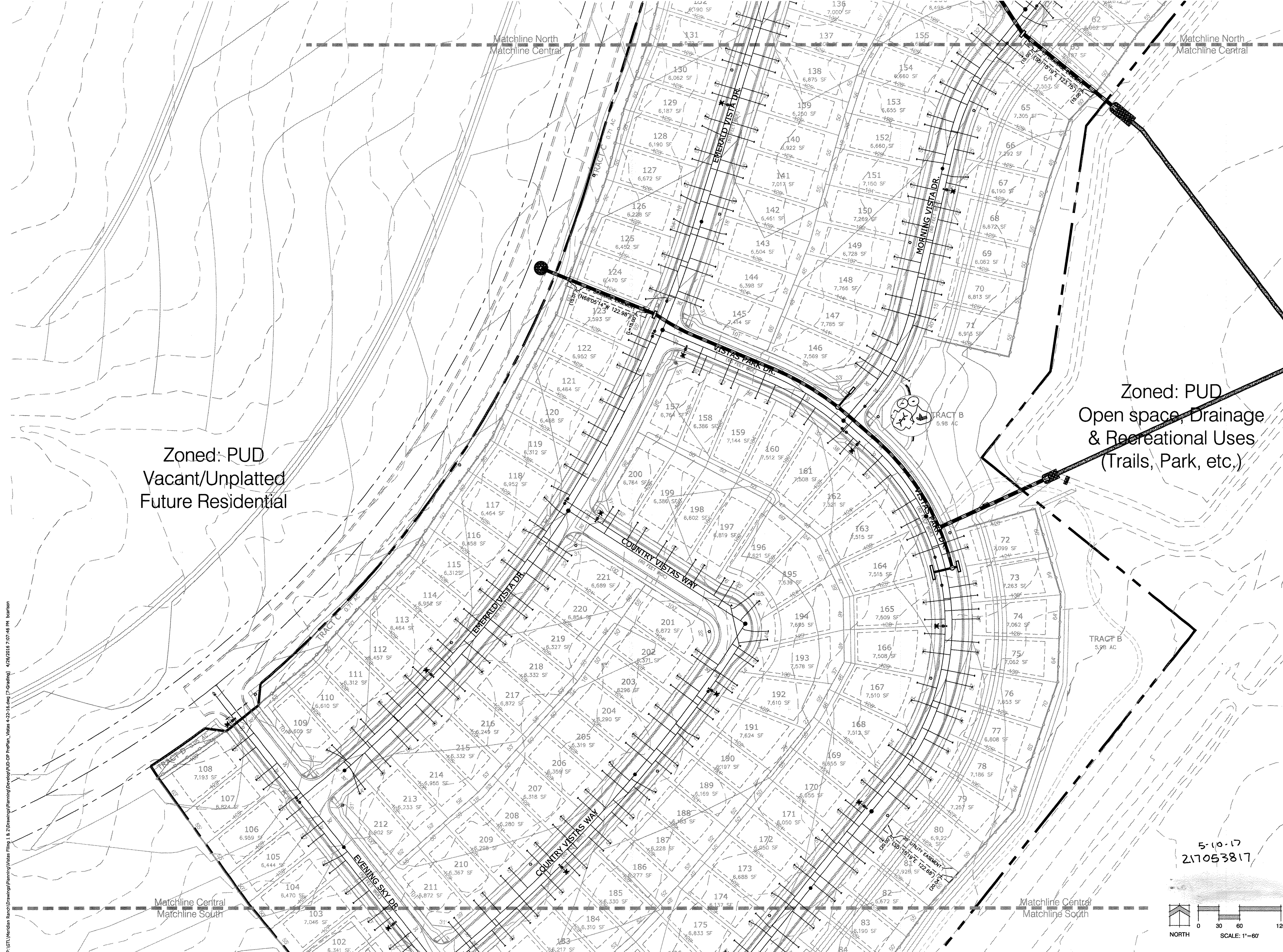
DATE	BY	DESCRIPTION
4/27/2016	BOC	Per County Comments

UTILITIES &
GRADING

6
OF 14

CPC#

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DATE: March 21, 2016
PROJECT NO: T. S. 101
PREPARED BY: B. Carlson

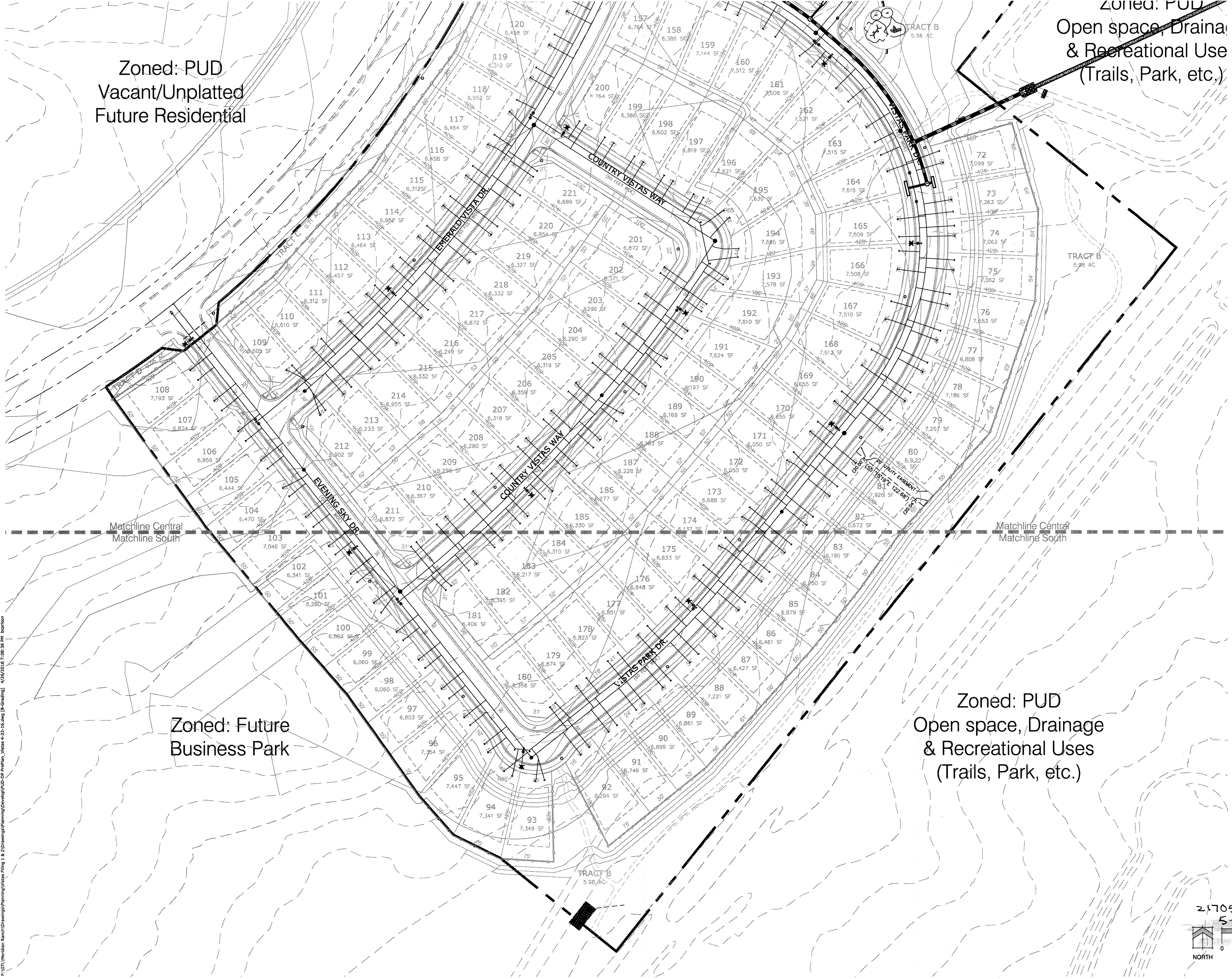
DATE	BY	DESCRIPTION
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UTILITIES &
GRADING

7

OF 14

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DATE: March 21, 2016
PROJECT NO: T. Salter
PREPARED BY: B. Carlson

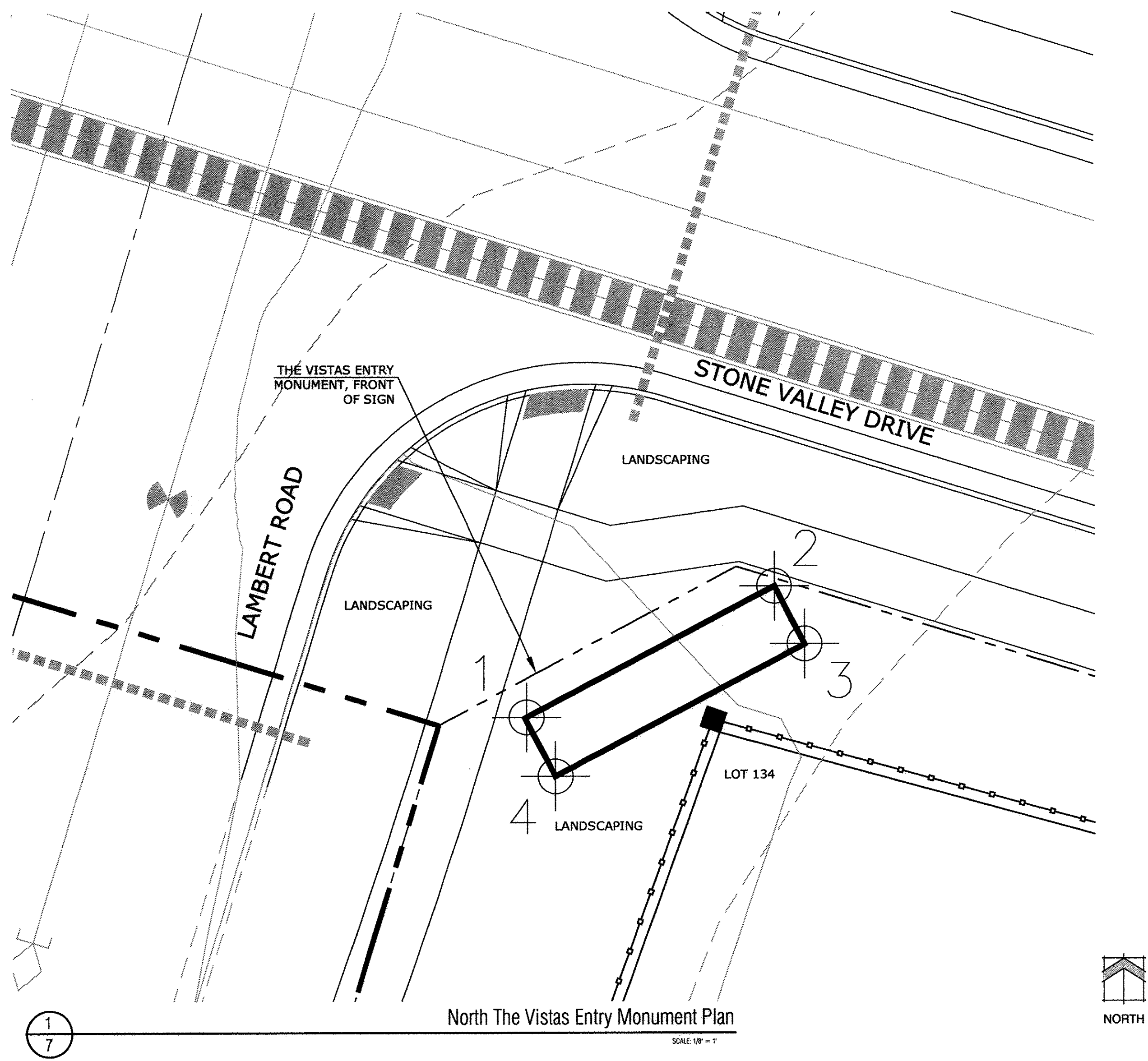
DATE	BY	DESCRIPTION
4/27/2016	BCC	Per County Comments

UTILITIES &
GRADING

217053817
5-10-17

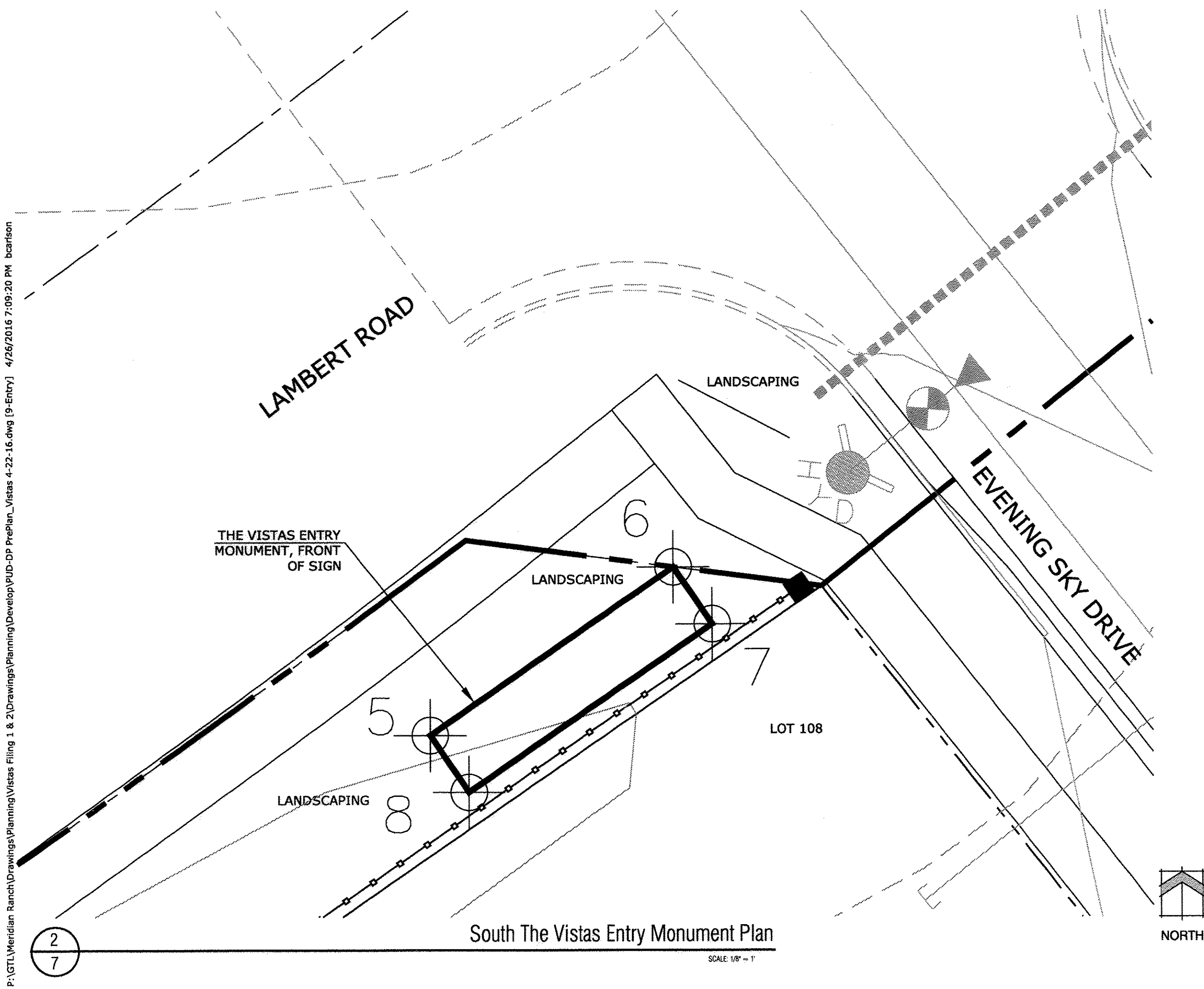
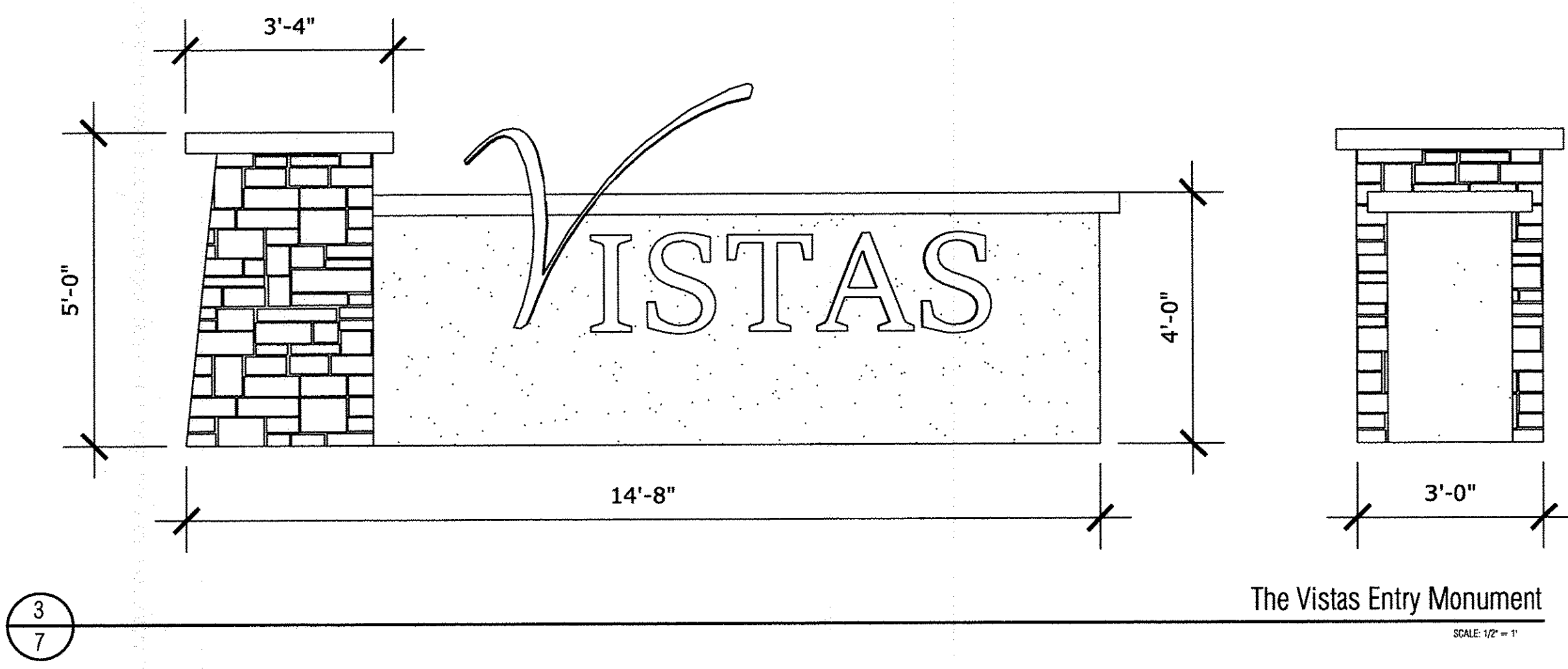
8
OF 14

CPC#



NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
1	W Corner of North Entry Sign	N 13837.409	E 14504.108
2	N Corner of North Entry Sign	N 13849.438	E 14526.932
3	E Corner of North Entry Sign	N 13844.150	E 14529.743
4	S Corner of North Entry Sign	N 13831.996	E 14506.768
5	W Corner of South Entry Sign	N 12631.094	E 13812.621
6	N Corner of South Entry Sign	N 12645.786	E 13834.037
7	E Corner of South Entry Sign	N 12640.814	E 13837.447
8	S Corner of South Entry Sign	N 12626.123	E 13816.031



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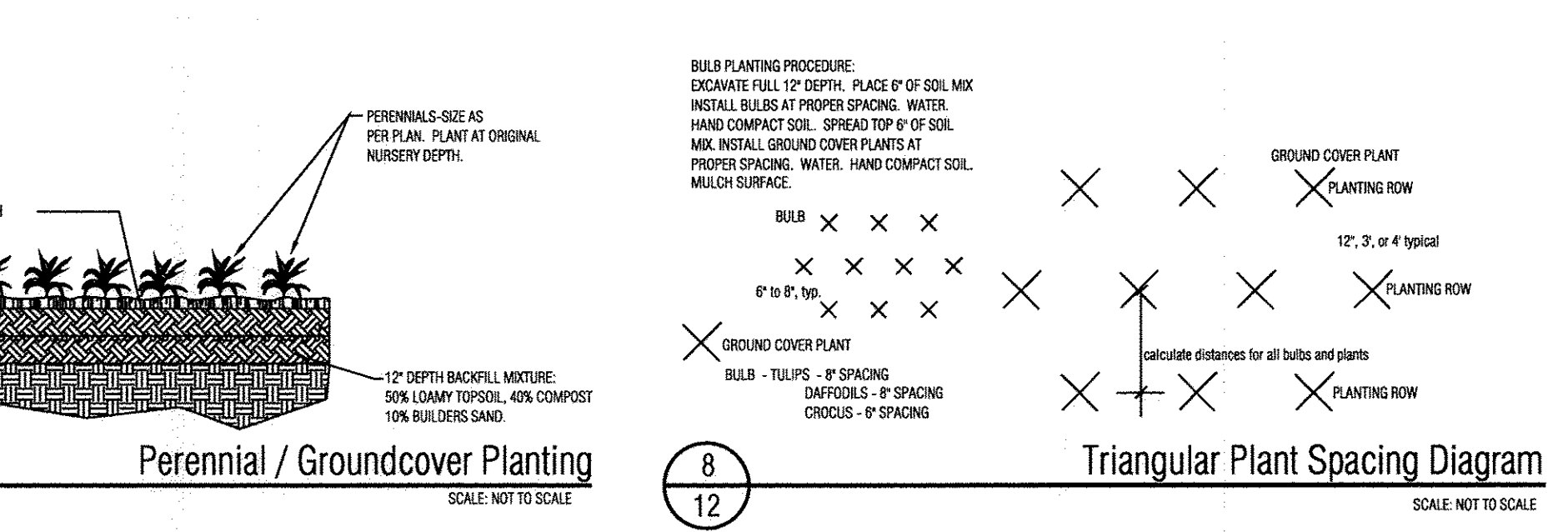
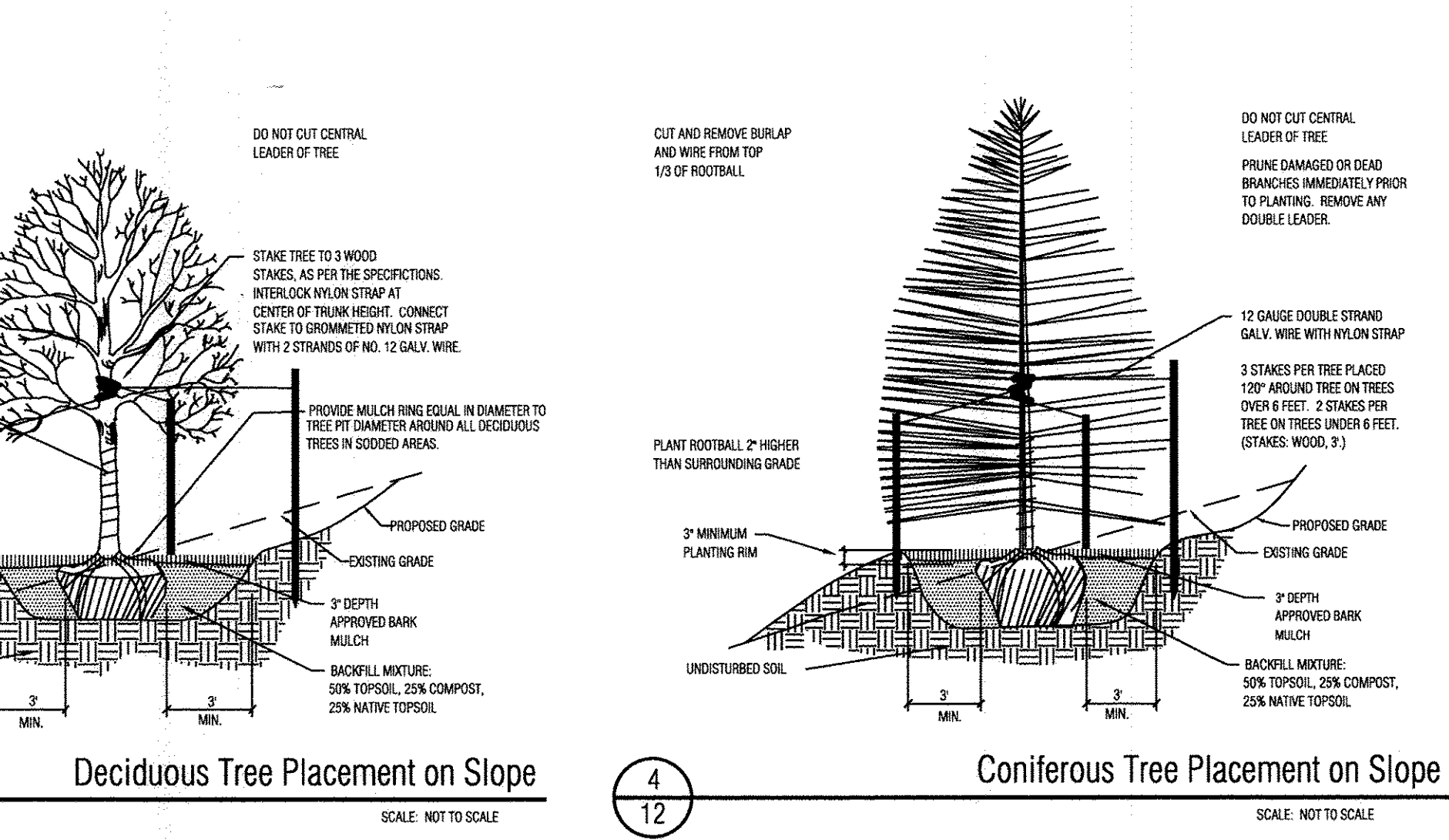
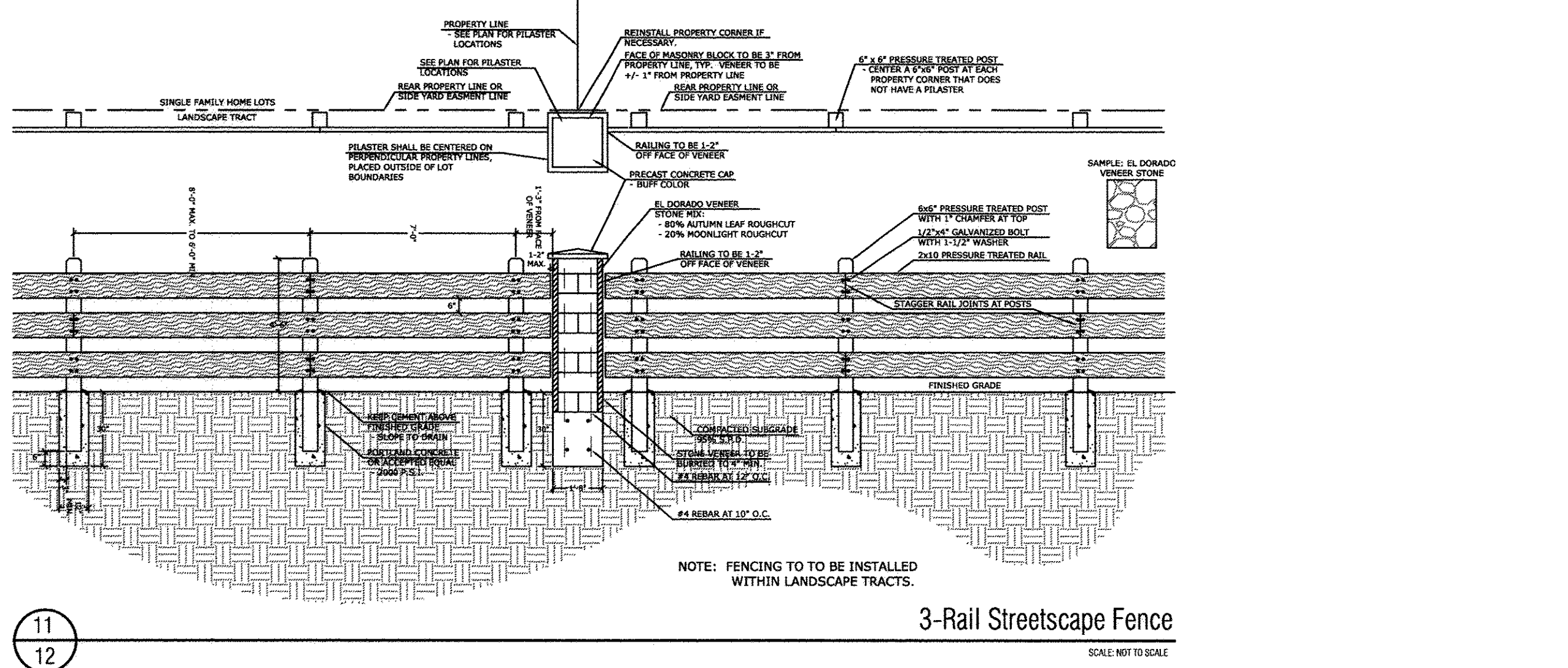
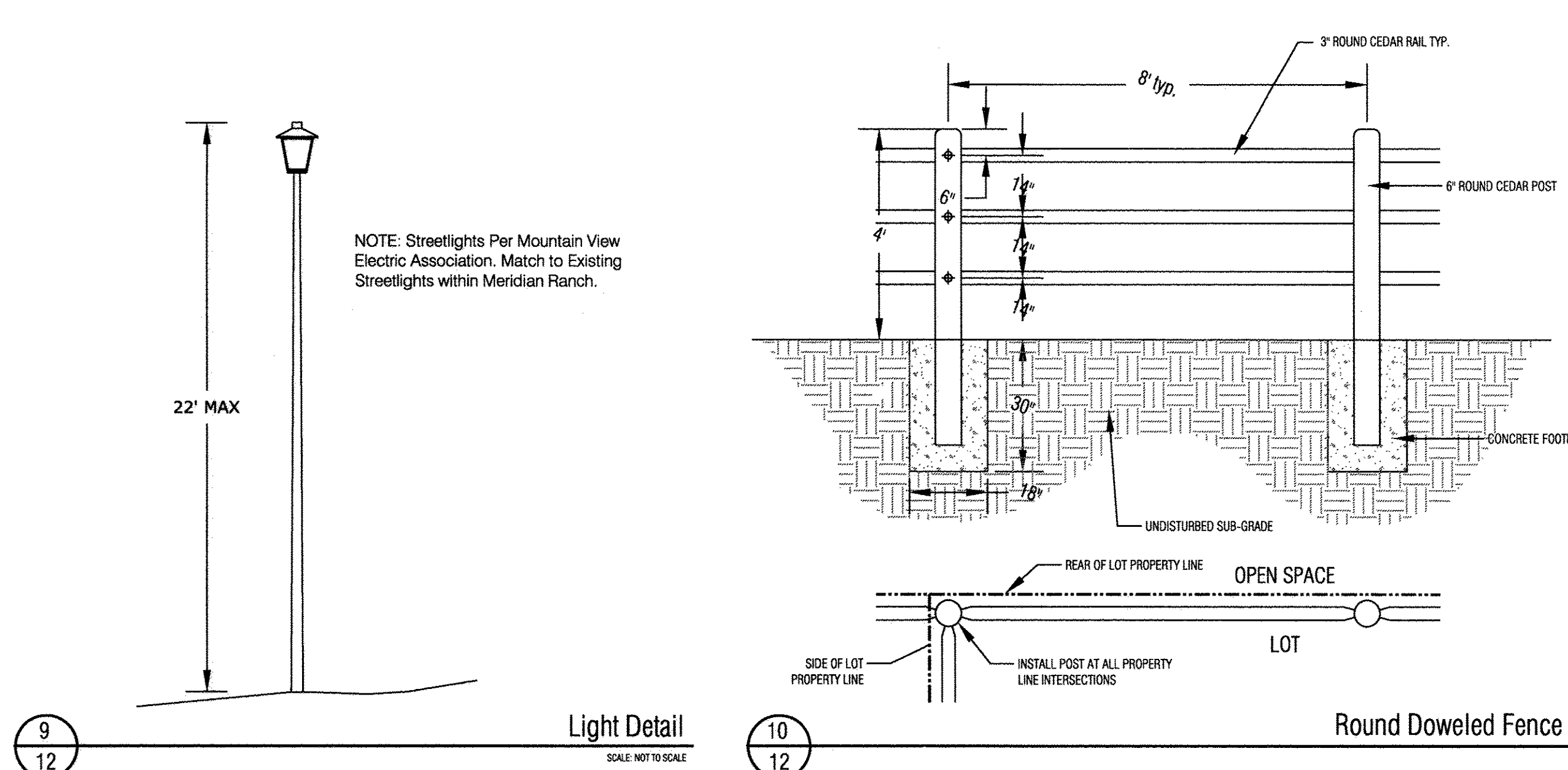
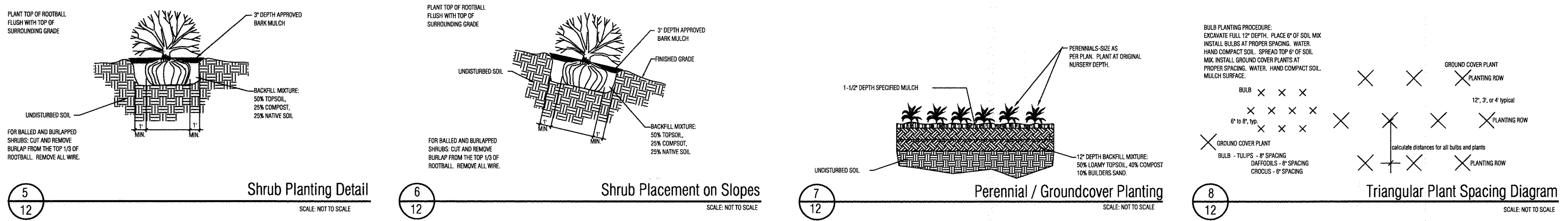
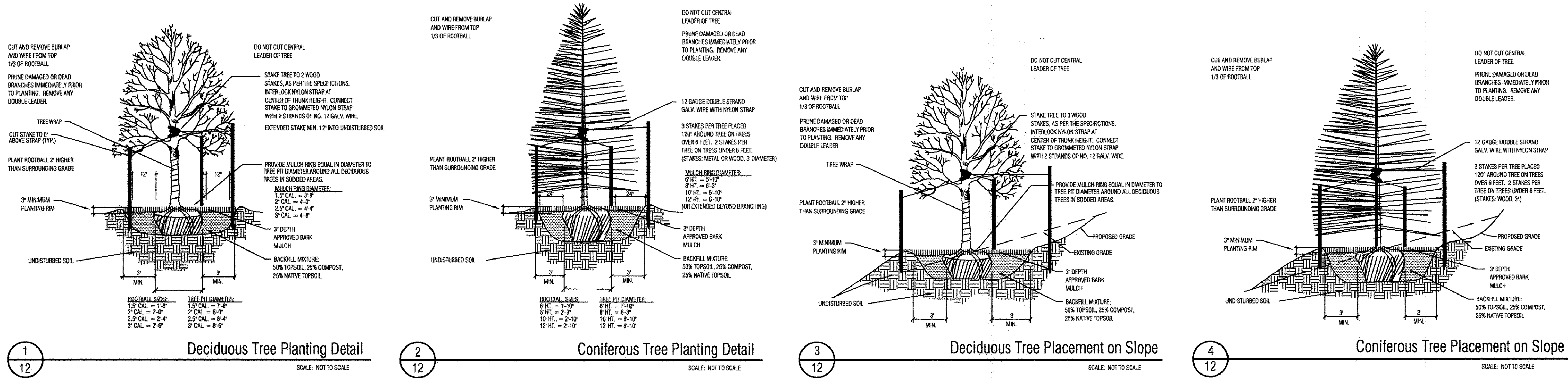
DATE: March 21, 2016
PROJECT NO.: T. Jellison
PREPARED BY: B. Carlson

DATE	BY	DESCRIPTION
4/27/2016	BCC	Per Country Comments

ENTRY
MONUMENTS

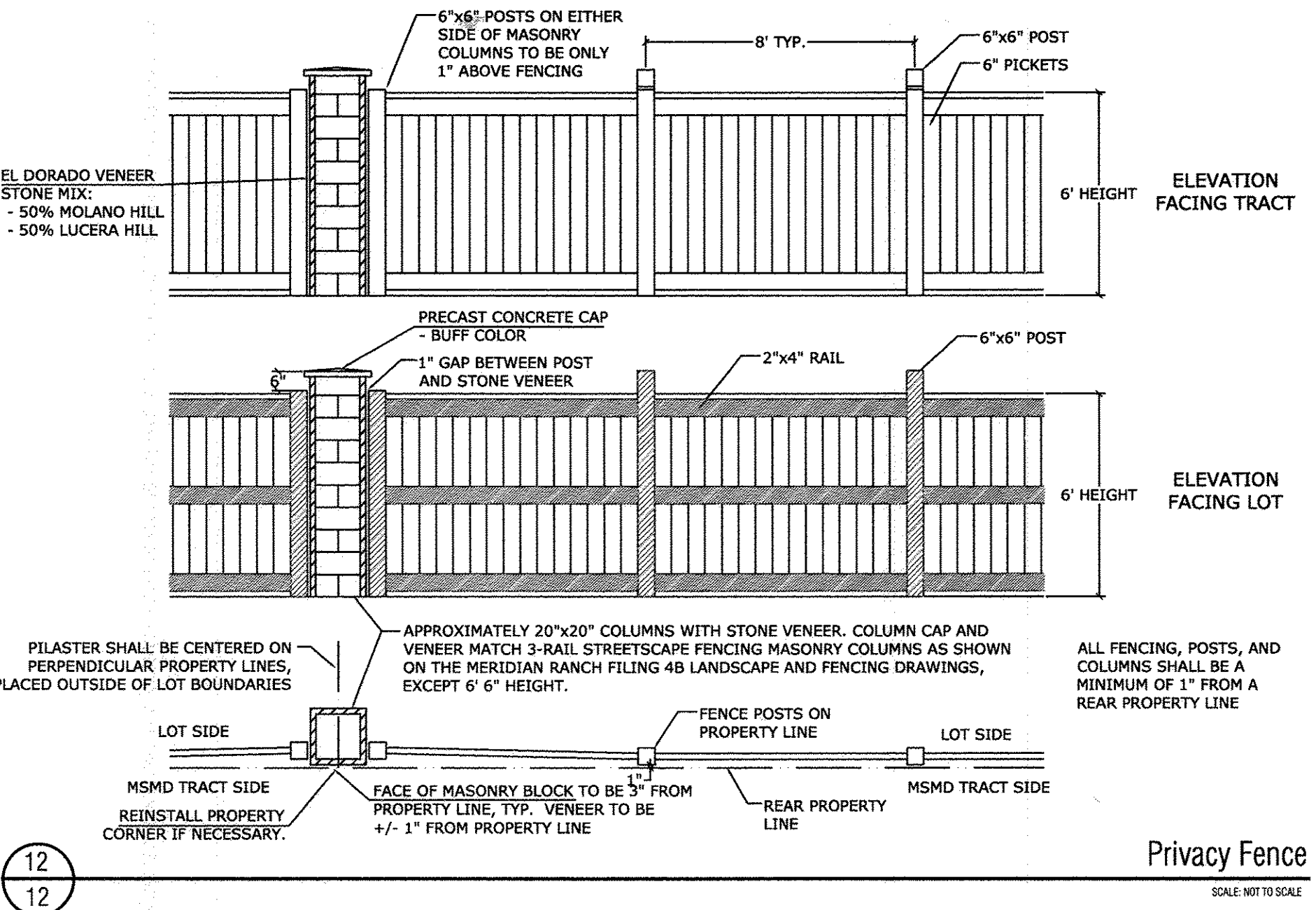
9
OF 14
CPC#

217053817
5-10-17



PLANT SCHEDULE THE VISTAS

QTY	BOTANICAL NAME / COMMON NAME	HEIGHT	WIDTH	SIZE	COND	VERGE
1	Deciduous Trees	50'	40'	3" Cal.	888	None
15	Quercus alba / White Oak	60'	40'	3" Cal.	888	None
10	Quercus alba / White Oak	60'	40'	3" Cal.	888	None
14	Thuja americana / American Linden	60'	40'	3" Cal.	888	None
1	Evergreen Trees	50'	40'	3" Cal.	888	None
15	Juniperus horizontalis / Blue Chip / Blue Chip Juniper	60'	40'	3" Cal.	888	None
10	Juniperus horizontalis / Blue Chip / Blue Chip Juniper	60'	40'	3" Cal.	888	None
14	Juniperus horizontalis / Blue Chip / Blue Chip Juniper	60'	40'	3" Cal.	888	None
1	Ornamental Trees	50'	40'	3" Cal.	888	None
15	Malus x 'Sargents' / Sargent Crabapple	60'	40'	3" Cal.	888	None
10	Malus x 'Sargents' / Sargent Crabapple	60'	40'	3" Cal.	888	None
14	Malus x 'Sargents' / Sargent Crabapple	60'	40'	3" Cal.	888	None
1	Shrubs	50'	40'	3" Cal.	888	None
15	Juniperus horizontalis / Blue Chip / Blue Chip Juniper	60'	40'	3" Cal.	888	None
10	Juniperus horizontalis / Blue Chip / Blue Chip Juniper	60'	40'	3" Cal.	888	None
14	Juniperus horizontalis / Blue Chip / Blue Chip Juniper	60'	40'	3" Cal.	888	None
1	Annuals/Perennials	50'	40'	3" Cal.	888	None
15	Malus x 'Sargents' / Sargent Crabapple	60'	40'	3" Cal.	888	None
10	Malus x 'Sargents' / Sargent Crabapple	60'	40'	3" Cal.	888	None
14	Malus x 'Sargents' / Sargent Crabapple	60'	40'	3" Cal.	888	None



Seed Mix A

15% Western Wheatgrass	15% Big Bluestem	15% Tall Fescue	15% Kentucky Bluegrass	15% Slender Fescue	15% Blue Grass	15% Annual Ryegrass
APPLICATION RATE: Native Grass Mix 3 lbs./1,000 sq. ft. or 150 lbs./acre						
APPLICATION METHOD: Broadcast seed by hand or with a drop spreader. After seeding apply green hydrameth and mulch.						

Seed Mix B with Wildflowers

30% Eastern Crabgrass	30% Sweet Fescue	30% Kentucky Bluegrass	30% Slender Fescue	30% Blue Grass	30% Annual Ryegrass
APPLICATION RATE: Native Grass Mix 40 lbs./acre (or as recommended by supplier)					
APPLICATION METHOD: Broadcast seed by hand or with a drop spreader. After seeding apply green hydrameth and mulch.					

Site Data

Land Use:	Single Family Residential
Number of Lots:	221 LOTS
Total Area:	56.10 AC
Total Tract Area:	7.98 AC

Tree Requirements

LOC Plant Category	Street Classification	Street Frontage Length	Required Trees	Provided Trees
(L)1	Landmark Drive (Collector)	1,037'	42 (1 per 25')	41 (1 per 25')
(L)2	Landmark Road (Collector)	2,397'	80 (1 per 30')	79 (1 per 30')

Landscape Notes

- CONTRACTOR TO UTILIZE STOCKPILED TOPSOIL FROM GRADING OPERATION AS AVAILABLE. TILL INTO TOP 6" OF SOIL.
- FOR GRADES REFER TO CIVIL ENGINEERS DRAWINGS.
- ALL TREES TO RECEIVE A BACK FILL MIXTURE OF 50% IMPORTED LOAMY TOPSOIL, 25% PEAT MOSS, AND 25% EXISTING SOIL.
- A FULLY AUTOMATED SPRINKLER IRRIGATION SYSTEM WILL DRIP IRRIGATE ALL TREES.
- ALL TREES TO BE STAKED WITH WOOD STAKES. FOR 3" CAL. DECIDUOUS TREES AND EVERGREEN TREES OVER 6" USE 3 WOOD STAKES (STAKE TO GROUND LEVEL).
- MINIMUM INSPECTIONS WILL INCLUDE SELECTION OF SPECIMEN PLANT MATERIALS AT CONTRACTOR'S NURSERY OR WHOLESALER, APPROVAL OF PLANT LOCATION STAKES BEFORE PLANT MATERIALS ARE INSTALLED, PUNCH LIST SITE INSPECTION, AND FINAL INSPECTION SITE VISITS.
 - PRE-CONSTRUCTION MEETING/SELECTION OF PLANT MATERIALS AT THE NURSERY AND REVIEW OF SPECIFIED LANDSCAPE/IRRIGATION SUBMITTALS.
 - IRRIGATION MAINLINE INSPECTION - PRESSURE TEST AND REVIEW OF MODEL IRRIGATION.
 - IRRIGATION 95% / PUNCH INSPECTION.
 - IRRIGATION FINAL ACCEPTANCE INSPECTION.
 - LANDSCAPE 50% INSPECTION - 1/2 THROUGH ENTIRE PROJECT.
 - LANDSCAPE 95% INSPECTION / PUNCH INSPECTION.
 - LANDSCAPE FINAL ACCEPTANCE INSPECTION AND COUNTY LANDSCAPE AND IRRIGATION AFFIDAVITS.
- PLANTS SHALL BE WARRANTED FOR THE DURATION OF TWO FULL YEARS AFTER THE INSTALLATION (WARRANTY SHALL COVER 100% OF THE REPLACEMENT COST).
- ALL PLANTS TO RECEIVE 3 INCH DEPTH OF SHREDDED CEDAR WOOD MULCH UNLESS OTHERWISE SPECIFIED. MULCH RINGS TO BE 15" DIA. FOR 5 GALLON SHRUBS AND 36" DIA. FOR TREES NOT PLANTED IN BEDS, WITH THE EXCEPTION OF BLUEGRASS SOD AREAS IN WHICH TREES SHALL RECEIVE 60" DIA. MULCH RING. AVAILABLE FROM C&C SAND CEDAR MULCH (719)471-7222.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANT MATERIAL SHOWN ON THIS PLAN. IF ANY DISCREPANCIES ARE FOUND BETWEEN THE LANDSCAPE PLAN AND THE PLANT SCHEDULE, THE QUANTITIES SHOWN ON THE LANDSCAPE PLAN SUPERSEDE THOSE SHOWN ON THE PLANT SCHEDULE.
- CONTACT THE LANDSCAPE ARCHITECT FOR ANY DISCREPANCIES WITH THE DRAWINGS OR VARIATIONS IN THE FIELD.
- CALL FOR UTILITY LOCATIONS PRIOR TO ANY PLANT INSTALLATION.
- LANDSCAPING IN THE SIGHT TRIANGLES SHALL NOT EXCEED 18" IN HEIGHT.
- FENCING DETAILS ARE TYPICAL AND MAY BE SUBJECT TO MINOR VARIATIONS IN MATERIALS. ANY VARIATION SHALL BE AUTHORIZED BY THE DEVELOPMENT SERVICES DIRECTOR, AFTER REVIEW OF ALTERNATE PLANS, DETAILS, OR OTHER DOCUMENTATION IN SUPPORT OF THE VARIATION.

5-10-17 24705387

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The Vistas Filing 1 at Meridian Ranch

PUD / Preliminary Plan

DATE: March 21, 2015
PROJECT NO: T. 10044
PREPARED BY: B. Carlson

DATE: 4/27/2016 BY: BCC Per County Comments

LANDSCAPE DETAILS

10 of 14
CPC#



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PROJECT MGR: T. Seibert
PREPARED BY: B. Carlson

DATE:	BY:	DESCRIPTION:
4/27/2016	BCC	Per County Comments

WILEY-INTERSCIENCE

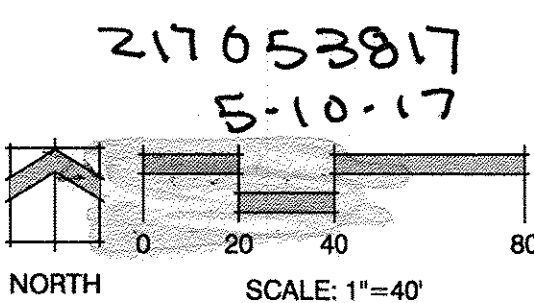
LANDSCAPE PLAN

100

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	de 1990 à 1994	de 1995 à 1999
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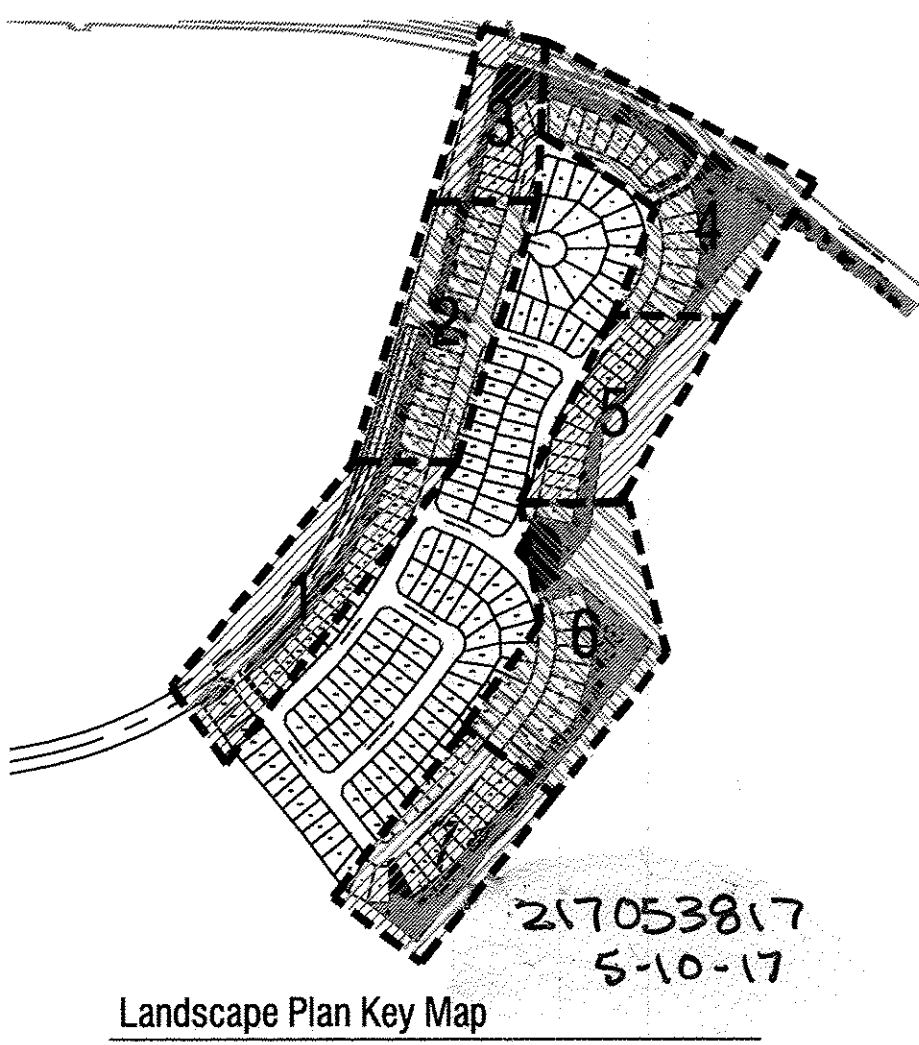
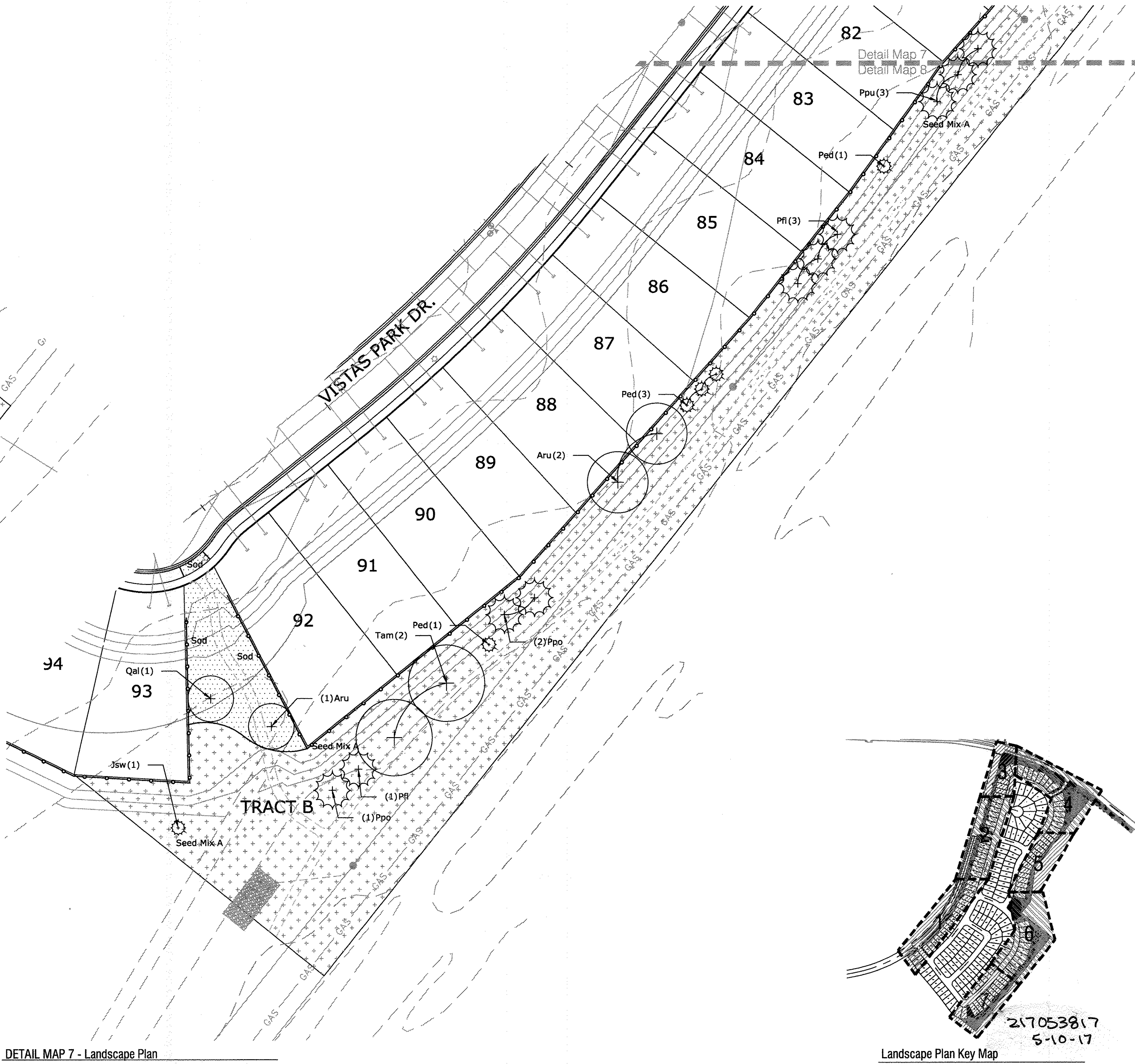
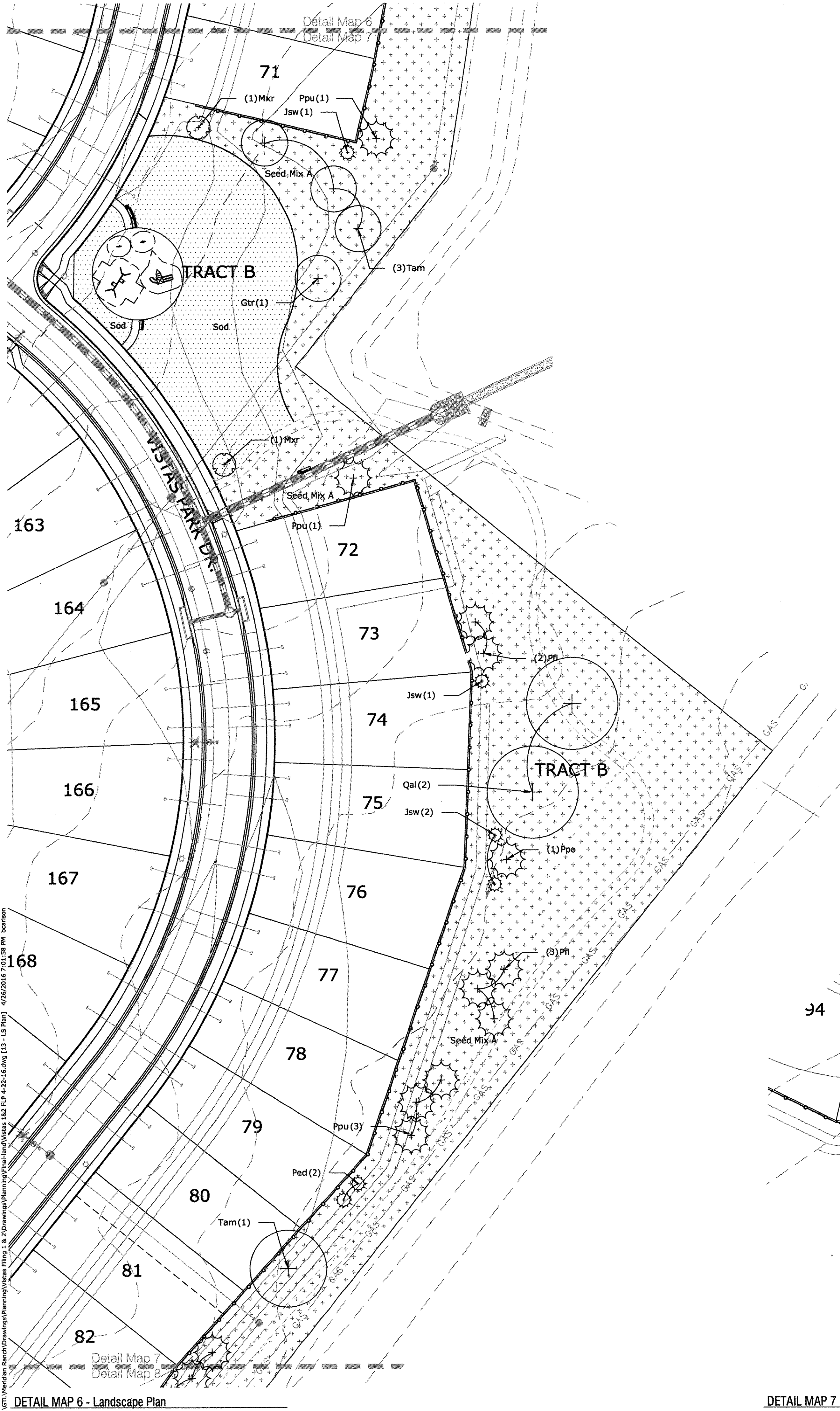
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DATE: March 21, 2016
PROJECT MGR: T. Seibert
PREPARED BY: B. Carlson

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SHEET TITLE	LANDSCAPE PLAN
SHEET NUMBER	12 OF 14
PLAN SET #	CPC#



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DATE: March 21, 2016
PROJECT NO.: T. Solari
PREPARED BY: B. Carlin

DATE	BY	DESCRIPTION
4/27/2016	BOC	Per County Comments

LANDSCAPE PLAN

13
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1. 4200000335
Falcon School District No. 49
10850 E. 1st Ave., Suite 140
Puyallup, CO 80081

2. 4229400001
Meridian Service Metro District
3555 N. Lincoln St., Suite 140
Puyallup, CO 80011

3. 4229400001
GTL, Inc.
3175 E. 1st Ave. #200
San Diego, CA 92110

4. 4229400104
Chartercraft Homes Inc.
PO Box 49508
Colorado Springs, CO 80949

5. 4229400103
Donald Gory
9540 Pomerooy Ct.
Peyton, CO 80831

6. 4229400102
Gregory & Almee Thompson
9200 Pomerooy Ct.
Peyton, CO 80831

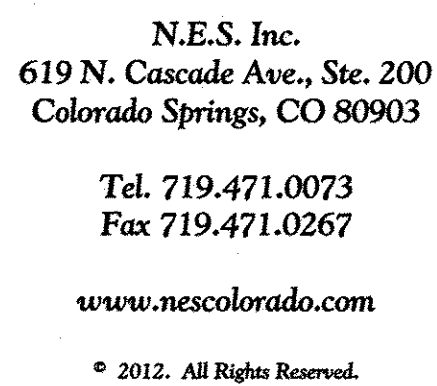
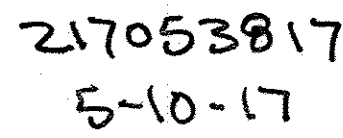
7. 4229400101
Nathan Swales
13416 Gilbert Dr.
Peyton, CO 80831

8. 4232101002
Edgar & Swales Garcia
13566 Gilbert Dr.
Peyton, CO 80831

9. 4200000341
Meridian Service Investments Inc
PO Box 80036
San Diego, CA 92138

10. 4200000392
Meridian Service Investments Inc
PO Box 80036
San Diego, CA 92138

11. 4229102020
Meridian Service Metro District
3555 N. Lincoln St., Suite 140
Puyallup, CO 80011

PUD /
Preliminary Plan

DATE: March 21, 2016
PROJECT MGR: T. Seibert
PREPARED BY: B. Carlson

DATE:	BY:	DESCRIPTION:
4/27/2016	BCC	Per County Comments

14

OF 14

CPC#

SUBDIVISION IMPROVEMENTS AGREEMENT

El Paso County, CO



217053819

THIS AGREEMENT, made between GTL, Inc. a California Corporation dba GTL Development Inc., hereinafter called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of The Vistas Filing No. 1 at Meridian Ranch Subdivision (the "Subdivision") wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual (the "ECM") and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

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

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of Performance or property bond.

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

1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on Exhibit A attached hereto (the "Improvements"). To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be posted in the form of a performance or property bond issued by Sure Tec Insurance Co. as corporate surety in the amount of \$4,703,399.30 as set forth on Exhibit A attached hereto.
2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the Subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the Improvements have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.
3. No lots in the Subdivision or, if constructed in phases, in any phase thereof, shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the Improvements for the Subdivision, or the Improvements for the particular phase thereof, have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the Subdivision or, if constructed in phases, in any phase thereof, may be sold,

conveyed or transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the Improvements, identified by phase if applicable, in the attached Exhibit A.

4. There are no Regional Park Fees due for the The Vistas Filing No. 1 at Meridian Ranch, in accordance with the Development and Park Lands Agreement adopted pursuant to Resolution No. 14-1313 and recorded in the records of the El Paso County Clerk and Recorders Office at Reception No. 21407541
5. The Subdivider agrees that all of the Improvements shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
6. All Improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty-four) months from the date of notice to proceed in the Construction Permit for the Subdivision, or Phase of the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision or Subdivision Phase may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of surety to take into account any increase in cost due to the delay including inflation.
7. It is mutually agreed, pursuant to the provisions of Section 30-28-137 (3) C.R.S., that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of this Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of this Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.
8. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the ECM, as Improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. The County agrees to respond to an inspection request in a reasonable time upon receipt of the request. If the Board determines that any of such Improvements are not constructed in substantial compliance with specifications, it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County

Commissioners determines that the Subdivider will not construct any or all of the Improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the Improvements in accordance with the specifications.

9. Gieck Basin Drainage Fee is \$0.00 and Bridge Fees will be \$0.00, Haegler Basin Drainage Fee is \$10,358.00 and Bridge Fees will be \$1,528.00.
10. The Subdivider agrees, and both parties acknowledge that the construction of the Improvements shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the ECM. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between Chapter 5 of the ECM and the Land Development Code with respect to these inspections, collateral and acceptance processes, the ECM is the controlling document.
11. Through the review process of the application for The Vistas Filing No. 1 at Meridian Ranch, the Traffic Impact Study (herein after TIS) identified that a southbound left-turn lane and right-turn lane are warranted on Eastonville Road approaching Stapleton Drive based on the short-range horizon analysis. The Eastonville Road corridor is included on the Pikes Peak Rural Transportation Authority (PPRTA) 2015-2024 capital project list "A," and the County anticipates advancing a project to the design phase in 2017. If the Subdivider were to install the short-term improvements identified in the TIS, it is anticipated that such improvements would need to be removed and reconfigured with the forthcoming project. In lieu of constructing the southbound left-turn lane and right-turn lane identified in the TIS, the parties agree that the Subdivider shall provide an alternative contribution by instead providing construction drawing for the Eastonville Road Improvements from the Eastonville Road/Stapleton Drive intersection to the Eastonville Road/Rex Road intersection. Thus, the parties agree that such required road improvements ("Eastonville Road Improvements") shall be designed and constructed as follows:
 - a. Within six (6) months after the County delivers the survey work necessary for the design process pursuant to subsection (b) below, the Subdivider will design and prepare, at its sole expense, construction drawings and other required supporting documents necessary to advertise for the construction of the Eastonville Road Improvements (to include intersection improvements, paving, drainage improvements, and all other required construction documents in accordance with the Engineering Criteria Manual) from the Eastonville Road/Stapleton Drive intersection to the future Eastonville Road/Rex Road intersection. Thereafter, the Subdivider will submit such construction drawings for approval by the County Engineer, which process shall be completed within six (6) months, and, upon approval by the County Engineer of such designs and construction drawings, the Subdivider shall provide them to the County, at which time they shall become the sole property of the County. The timelines set forth in this paragraph may be amended by written agreement signed by the County Engineer and the Subdivider.
 - b. The County will undertake all the survey work necessary for the design process described in subsection (a) above, including but not limited to design survey, utility potholing survey, as well as right-of-way plans and any required staking for property acquisition.
 - c. Completion of the Subdivider's obligations set forth in subsection (a) above shall satisfy all current and future obligations with respect to the southbound left-turn lane

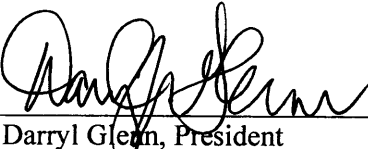
and right-turn lane warranted on Eastonville Road associated with development of The Vistas Filing No. 1 at Meridian Ranch.


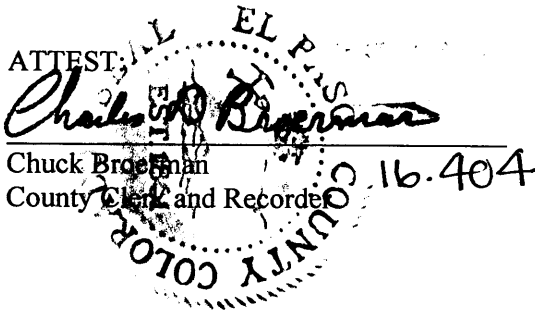
12. In order to meet its obligation toward certain Woodmen Road improvements, the Subdivider has included The Vistas Filing No. 1 at Meridian Ranch into the boundaries of the Woodmen Road Metropolitan District. The Subdivider will be responsible for payment of certain platting fees at the time of plat recording; building permit fees; and property tax assessments over time; pursuant to the Woodmen Road Metropolitan District requirements.
13. The Subdivision is included within the boundaries of the Woodmen Road Metropolitan District and shall not be required to participate in the El Paso County Road Impact Fee Program, in accordance with the provisions of the First Amendment to the Intergovernmental Agreement concerning Woodmen Road adopted pursuant to Resolution No. 13-041.
14. The Subdivider agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the Subdivision is vested with the Subdivider.
15. The County agrees to approval of the final plat of The Vistas Filing No. 1 at Meridian Ranch Subdivision subject to the terms and conditions of this Agreement.
16. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment is in writing and signed by all parties hereto.
17. The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado.
18. This Agreement shall take effect on the day and year below written.

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

BOARD OF COUNTY COMMISSIONERS OF
EL PASO COUNTY, COLORADO

11.15.2016
(Date Final Plat Approved)

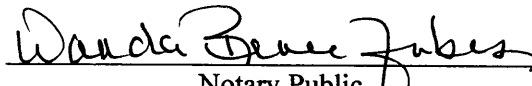
By: 
Darryl Glenn, President

ATTEST: 
Chuck Broerman
County Clerk and Recorder


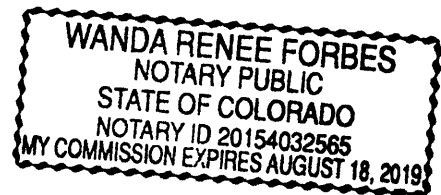
STATE OF COLORADO)
) S.S.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 9th day of May, 2017, by Darryl Glenn, as President of the Board of County Commissioners, and as attested to by Chuck Broerman, County Clerk & Recorder.

Witness my hand and official seal.


Notary Public

My Commission Expires: August 18, 2019



GTL DEVELOPMENT INC.

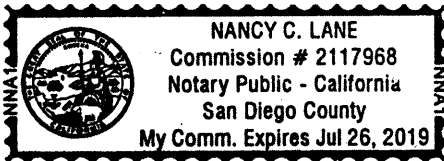
By: 

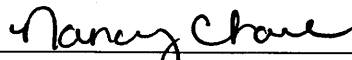
Raul Guzman, Vice President

State of California
County of San Diego

Subscribed, sworn to (or affirmed) before me on this 12th day of April, 2017,
by Raul Guzman, who proved to me on the basis of satisfactory evidence to be the person who appeared
before me.

My commission expires: July 26, 2019




Notary Public

RECEIVED
APR 18 2017

2015 Financial Assurance
Estimate Form (with pre-plat construction)

3/17/2015

Project Information	
The Vistas Filing 1 at Meridian Ranch	4/13/2017
Project Name	Date

Section 1 - Grading and Erosion Control BMPs	Quantity	Units	Price		% Comple	Remaining
Earthwork*	288,500.00	CY	@ \$ 5	= \$ 1,442,500.00	80	\$ 288,500.00 *
Permanent Seeding*	69.20	AC	@ \$ 582	= \$ 40,274.40	50	\$ 20,137.20 *
Mulching*	69.20	AC	@ \$ 507	= \$ 35,084.40	50	\$ 17,542.20 *
Permanent Erosion Control Blanket*		SY	@ \$ 6	= \$		\$ - *
Temporary Erosion Control Blanket		SY	@ \$ 3	= \$		\$ -
Vehicle Tracking Control	1.00	EA	@ \$ 1,625	= \$ 1,625.00		\$ 1,625.00
Safety Fence		LF	@ \$ 3	= \$		\$ -
Silt Fence	3,630.00	LF	@ \$ 4	= \$ 14,520.00		\$ 14,520.00
Temporary Seeding		AC	@ \$ 485	= \$		\$ -
Temporary Mulch		AC	@ \$ 507	= \$		\$ -
Erosion Bales	222.00	EA	@ \$ 21	= \$ 4,662.00		\$ 4,662.00
Erosion Logs		LF	@ \$ 6	= \$		\$ -
Rock Ditch Checks		EA	@ \$	= \$		\$ -
Inlet Protection	11.00	EA	@ \$ 153	= \$ 1,683.00		\$ 1,683.00
Sediment Basin		EA	@ \$ 1,625	= \$		\$ -
Concrete Washout Basin	1.00	EA	@ \$ 776	= \$ 776.00		\$ 776.00
		@ \$	= \$			\$ -
* specified items subject to defect warranty financial assurance. A minimum of 20% to be retained up to preliminary acceptance process.				Section 1 Subtotal	= \$ 1,541,124.80	\$ 349,445.40

Section 2 - Public Improvements**	Quantity	Units	Price		% Comple	Remaining
- Roadway Improvements						
Construction Traffic Control		LS	@ \$	= \$		\$ - *
Aggregate Base Course (6" @ 150 lbs/cu.ft.)	11,149.00	Tons	@ \$ 18	= \$ 200,682.00		\$ 200,682.00 *
Asphalt Pavement (3" @ 145 lbs/cu.ft.)	5,389.00	Tons	@ \$ 65	= \$ 350,285.00		\$ 350,285.00 *
Raised Median, Paved		SF	@ \$ 7	= \$		\$ - *
Electrical Conduit, Size =		LF	@ \$ 14	= \$		\$ - *
Traffic Signal, complete intersection		EA	@ \$ 250,000	= \$		\$ - *
Regulatory Sign	13.00	EA	@ \$ 100	= \$ 1,300.00		\$ 1,300.00 *
Advisory Sign	8.00	EA	@ \$ 100	= \$ 800.00		\$ 800.00 *
Guide/Street Name Sign	26.00	EA	@ \$ 100	= \$ 2,600.00		\$ 2,600.00 *
Epoxy Pavement Marking	2,143.00	SF	@ \$ 12	= \$ 25,716.00		\$ 25,716.00 *
Thermoplastic Pavement Marking	136.00	SF	@ \$ 22	= \$ 2,992.00		\$ 2,992.00 *
Barricade - Type 3	2.00	EA	@ \$ 115	= \$ 230.00		\$ 230.00 *
Delineator (Type I)		EA	@ \$ 21	= \$		\$ - *
Curb and Gutter, Type C (Ramp)	11,324.00	LF	@ \$ 21	= \$ 237,804.00		\$ 237,804.00 *
Curb and Gutter, Type A (6" Vertical)	6,264.00	LF	@ \$ 16	= \$ 100,224.00		\$ 100,224.00 *
Curb and Gutter, Type B (Median)		LF	@ \$ 13	= \$		\$ - *
5' Pedestrian Ramp	281.20	SY	@ \$ 108	= \$ 30,369.60		\$ 30,369.60 *
6' Pedestrian Ramp	72.00	SY	@ \$ 108	= \$ 7,776.00		\$ 7,776.00 *
Mid Block Pedestrian Ramp	90.80	SY	@ \$ 108	= \$ 9,806.40		\$ 9,806.40 *

SE-11-2

Cross Pan	224.40	SY	@	\$ \$53	=	\$ 11,893.20	\$ 11,893.20 *
Curb Chase		EA	@	\$ \$1,300	=	\$	\$ - *
- Storm Drain Improvements							
Concrete Box Culvert (M Standard), Size (W x H)		LF	@	\$	=	\$	\$ - *
Reinforced Concrete Pipe (RCP) Size		LF	@	\$	=	\$	\$ - *
18" Reinforced Concrete Pipe	68.00	LF	@	\$ \$69	=	\$ 4,692.00	\$ 4,692.00 *
24" Reinforced Concrete Pipe	54.00	LF	@	\$ \$84	=	\$ 4,536.00	50 \$ 2,268.00 *
30" Reinforced Concrete Pipe	28.00	LF	@	\$ \$94	=	\$ 2,632.00	80 \$ 526.40 *
36" Reinforced Concrete Pipe	56.00	LF	@	\$ \$124	=	\$ 6,944.00	80 \$ 1,388.80 *
42" Reinforced Concrete Pipe	697.00	LF	@	\$ \$134	=	\$ 93,398.00	\$ 93,398.00 *
48" Reinforced Concrete Pipe	991.00	LF	@	\$ \$178	=	\$ 176,398.00	80 \$ 35,279.60 *
Flared End Section (FES) RCP 48"	2.00	EA	@	\$ 650	=	\$ 1,300.00	50 \$ 650.00 *
End Treatment - Cutoff Wall	2.00	EA	@	\$ 1,000	=	\$ 2,000.00	\$ 2,000.00 *
Curb Inlet (Type R) L=5', Depth < 5 feet		EA	@	\$ \$3,791	=	\$	\$ - *
Curb Inlet (Type R) L=5', 5'-10' Depth	1.00	EA	@	\$ \$5,044	=	\$ 5,044.00	80 \$ 1,008.80 *
Curb Inlet (Type R) L = 5' , 10'-15' Depth		EA	@	\$ \$6,027	=	\$	\$ - *
Curb Inlet (Type R) L = 10' , Depth < 5 feet		EA	@	\$ \$5,528	=	\$	\$ - *
Curb Inlet (Type R) L = 10' , 5'-10' Depth	4.00	EA	@	\$ \$6,694	=	\$ 26,776.00	75 \$ 6,694.00 *
Curb Inlet (Type R) L = 10' , 10'-15' Depth		EA	@	\$ \$7,500	=	\$	\$ - *
Curb Inlet (Type R) L = 15' , Depth < 5 feet		EA	@	\$ \$7,923	=	\$	\$ - *
Curb Inlet (Type R) L = 15' , 5'-10' Depth	1.00	EA	@	\$ \$8,000	=	\$ 8,000.00	\$ 8,000.00 *
Curb Inlet (Type R) L = 15' , 10'-15' Depth		EA	@	\$ \$8,800	=	\$	\$ - *
Curb Inlet (Type R) L = 20' , Depth < 5 feet		EA	@	\$ \$8,000	=	\$	\$ - *
Curb Inlet (Type R) L = 20' , 5'-10' Depth	3.00	EA	@	\$ \$8,830	=	\$ 26,490.00	66 \$ 9,006.60 *
Curb Inlet (Type R) L = ' , ' - ' Depth		EA	@	\$	=	\$	\$ - *
Curb Inlet (Type R) L = ' , ' - ' Depth		EA	@	\$	=	\$	\$ - *
Grated Inlet (Type C), < 5' deep		EA	@	\$ \$3,270	=	\$	\$ - *
Temp. CMP Inlet	2.00	EA	@	\$ \$2,800	=	\$ 5,600.00	\$ 5,600.00 *
Storm Sewer Manhole, Box Base, Depth < 15 feet	1.00	EA	@	\$ \$8,592	=	\$ 8,592.00	80 \$ 1,718.40 *
Storm Sewer Manhole, Slab Base, Depth < 15 feet	5.00	EA	@	\$ \$4,575	=	\$ 22,875.00	40 \$ 13,725.00 *
Geotextile (Erosion Control)		SY	@	\$ \$5	=	\$	\$ - *
Rip Rap, d50 Size from 6" to 24"	98.10	CY	@	\$ \$98	=	\$ 9,613.80	\$ 9,613.80 *
Rip Rap, Grouted		CY	@	\$ \$215	=	\$	\$ - *
Drainage Channel Construction, Size (W x H)		LF	@	\$	=	\$	\$ - *
Channel Lining, Concrete	124.60	CY	@	\$ \$450	=	\$ 56,070.00	\$ 56,070.00 *
Channel Lining, Rip Rap		CY	@	\$ \$98	=	\$	\$ - *
Channel Lining, Grass		AC	@	\$ \$1,287	=	\$	\$ - *
Channel Lining, Other Stabilization		SY	@	\$ \$3	=	\$	\$ - *
Detention Outlet Structure		EA	@	\$	=	\$	\$ - *
Detention Emergency Spillway		EA	@	\$	=	\$	\$ - *
Permanent Water Quality Facility (Describe)		EA	@	\$	=	\$	\$ - *
* specified items subject to defect warranty financial assurance. A minimum of 20% to be retained up to preliminary acceptance process. † For flared end sections, multiply pipe LF cost by 6							
Section 2 Subtotal					=	\$ 1,443,439.00	1,234,117.60 **

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units		Price		% Compleat	Remaining
- Roadway Improvements							
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$		\$ -
		@	\$	=	\$		\$ -
		@	\$	=	\$		\$ -
Concrete Sidewalk (5')	8,476.00	SY	@	\$ \$38	=	\$ 322,088.00	\$ 322,088.00
Concrete Sidewalk (6')	2,131.00	SY	@	\$ \$38	=	\$ 80,978.00	\$ 80,978.00
		@	\$	=	\$		\$ -
		@	\$	=	\$		\$ -
- Storm Drain Improvements							
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$		\$ -
		@	\$	=	\$		\$ -
		@	\$	=	\$		\$ -
Modification to Pond E Outlet Structure	1.00	LS	@	\$ 1,000	=	\$ 1,000.00	\$ 1,000.00
		@	\$	=	\$		\$ -
		@	\$	=	\$		\$ -
- Water System Improvements							
Water Main Pipe (PVC), Size 8"	5,937.00	LF	@	\$ \$94	=	\$ 558,078.00	40 \$ 334,846.80
Water Main Pipe (PVC), Size 12"	2,753.00	LF	@	\$ \$115	=	\$ 316,595.00	50 \$ 158,297.50
Raw Water Main Pipe (PVC), Size 14"	3,495.00	LF	@	\$ \$120	=	\$ 419,400.00	\$ 419,400.00
Raw Water Main Pipe (PVC), Size 12"	5,975.00	LF	@	\$ \$115	=	\$ 687,125.00	\$ 687,125.00
Raw Water Main Pipe (PVC), Size 6"	829.00	LF	@	\$ \$89	=	\$ 73,781.00	\$ 73,781.00
Gate Valves, 6"	2.00	EA	@	\$ \$1,600	=	\$ 3,200.00	\$ 3,200.00
Gate Valves, 8"	21.00	EA	@	\$ \$1,852	=	\$ 38,892.00	40 \$ 23,335.20
Butterfly Valves, 12"	16.00	EA	@	\$ \$2,000	=	\$ 32,000.00	25 \$ 24,000.00
Butterfly Valves, 14"	3.00	EA	@	\$ \$2,100	=	\$ 6,300.00	\$ 6,300.00
Firo Hydrant Assembly w/ all valves	21.00	EA	@	\$ \$6,430	=	\$ 135,030.00	10 \$ 81,018.00
Water Service Line Installation, including tap and valves	222.00	EA	@	\$ 1,253	=	\$ 278,166.00	40 \$ 166,899.60
Pump Station, complete	1.00	EA	@	\$ \$50,000	=	\$ 100,000.00	\$ 100,000.00
Air/Vac Valve & Vault, complete	3.00	EA	@	\$ \$3,500	=	\$ 10,500.00	\$ 10,500.00
- Sanitary Sewer Improvements							
Sewer Main Pipe (PVC), Size 8"	7,572.00	LF	@	\$ \$94	=	\$ 711,768.00	45 \$ 391,472.40
Sanitary Sewer Manhole, Depth < 15 feet	22.00	EA	@	\$ \$4,575	=	\$ 100,650.00	50 \$ 50,325.00
Sanitary Service Line Installation, complete	221.00	EA	@	\$ 1,516	=	\$ 335,036.00	45 \$ 184,269.80
Sewer Main Pipe (PVC), Size 15"	446.00	LF	@	\$ \$96	=	\$ 42,816.00	100 \$ -
- Landscaping (if Applicable)							
(List landscaping line items and cost - usually only in case of subdivision specific condition of approval, or PUD)		EA	@	\$	=	\$	\$ -
		EA	@	\$	=	\$	\$ -
		EA	@	\$	=	\$	\$ -
		EA	@	\$	=	\$	\$ -
		EA	@	\$	=	\$	\$ -
***items in this section are not subject to defect warranty financial assurance				Section 3 Subtotal		= \$ 4,253,403.00	3,118,836.30

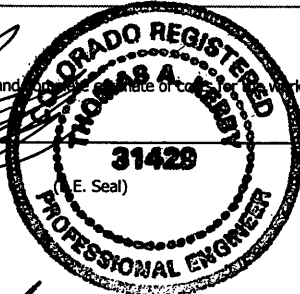
Financial Assurance Totals

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS)	\$	\$1,000
(Inc. survey to verify detention pond volumes.)	Total Construction Final	\$7,238,966.80
	(Sum of all section subtotals)	
	Total Remaining Construction	4,703,399.30
	(Sum of all section totals less credit for items complete)	
	Total Defect Warranty Final	\$592,259.56
(20% of all items identified as public improvements(*). To be collateralized at time of preli		

Approvals

I hereby certify that this is an accurate and complete representation of the work as shown on the approved Construction Drawings associated with the Project.

THOMAS A. KERBY, PE
Engineer



429

Date

4-17-17

RAUL GUZMAN

VICE PRESIDENT

April 13, 2017

Date

Approved by Owner / Applicant

19 APRIL 2017

Approved by El Paso County Engineer / ECM Administrator

Date

Chuck Broerman
05/10/2017 11:00:12 AM
Doc \$0.00
Rec \$53.00

El Paso County, CO



217713953

SUBDIVISION/CONDOMINIUM PLAT

Reception Number	Date	Time
------------------	------	------

Reception Fee	Number of Pages	File Number
---------------	-----------------	-------------

The Vistas Filing No. 1 at Meridian Ranch
Name of Plat

GTL Inc dba GTL Development Inc.
Owner's Name

Subdivision ☒

Condominium ☐

MERIDIAN RANCH FILING NO. 11A
RECEPTION NO. 214713513

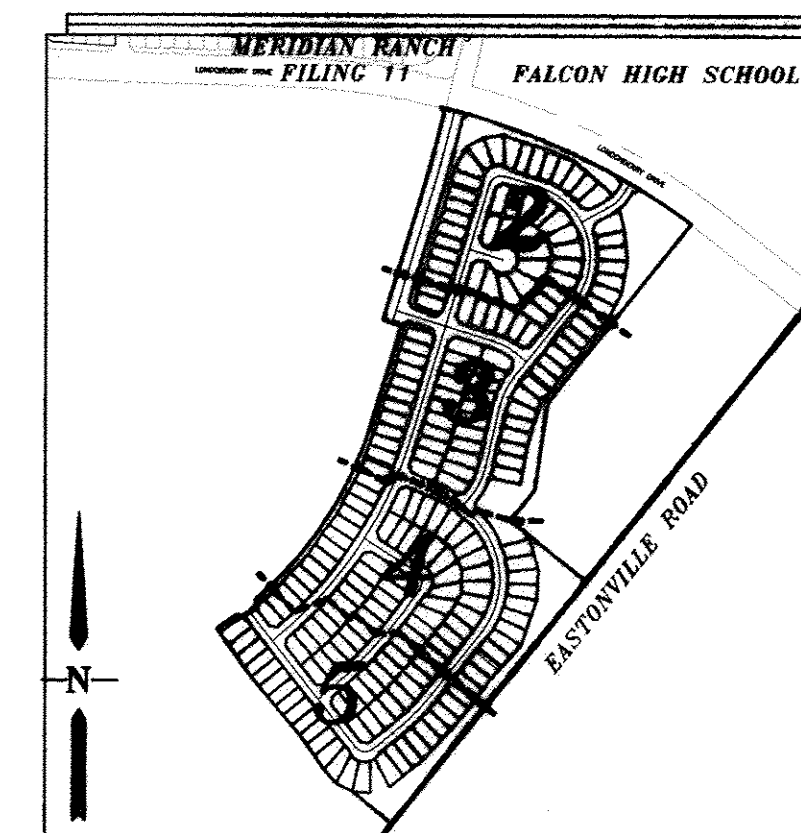
THE VISTAS FILING No. 1 AT MERIDIAN RANCH

13953

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 28, IN TOWNSHIP 12 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

EL PASO COUNTY, COLORADO.

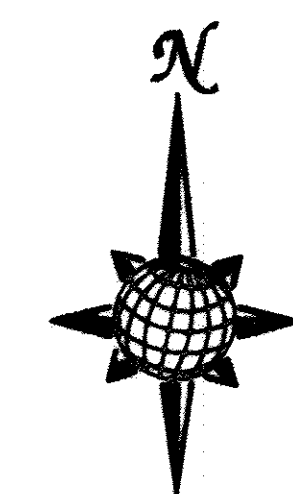
FALCON HIGH SCHOOL
RECEPTION NO. 206058517



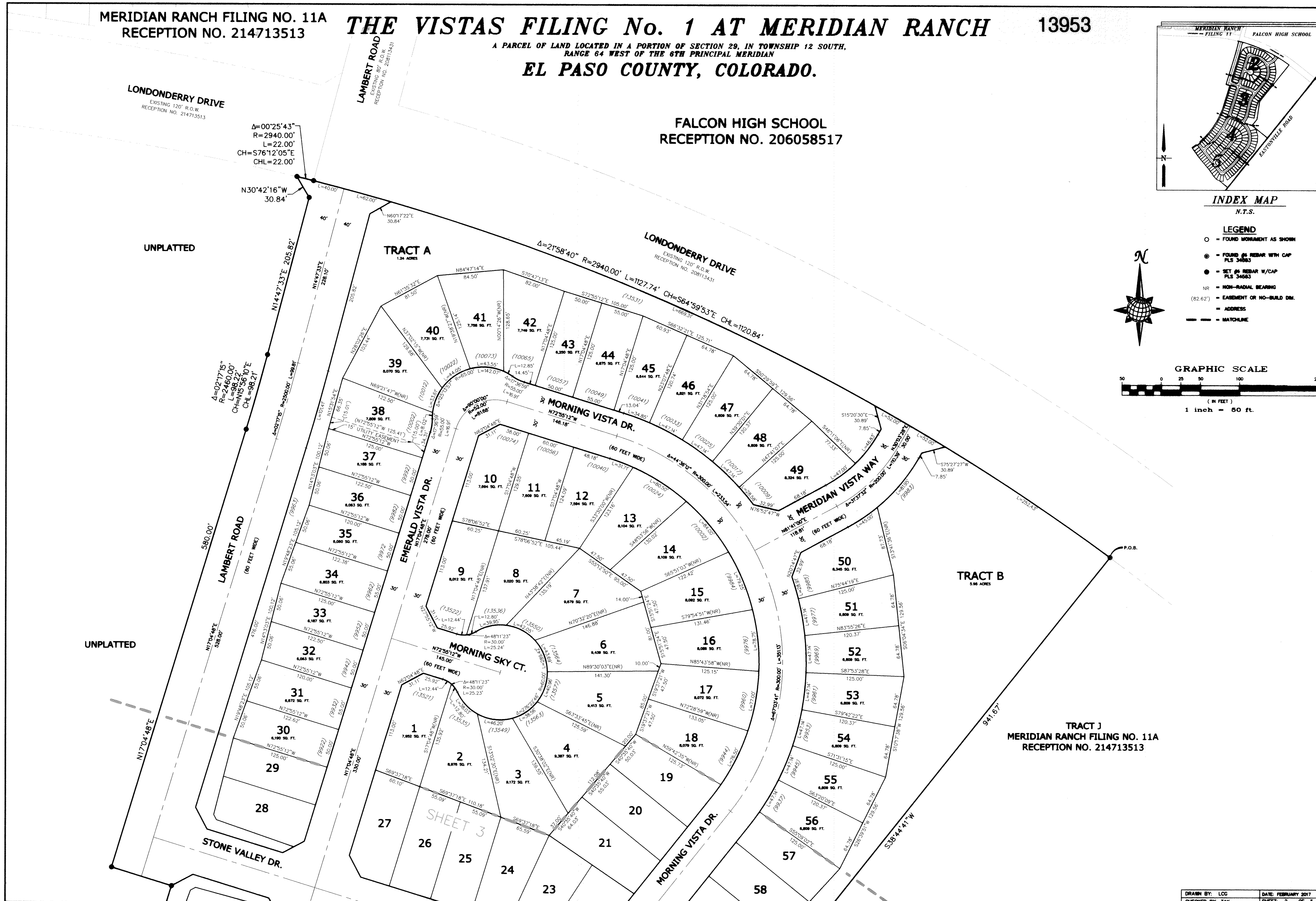
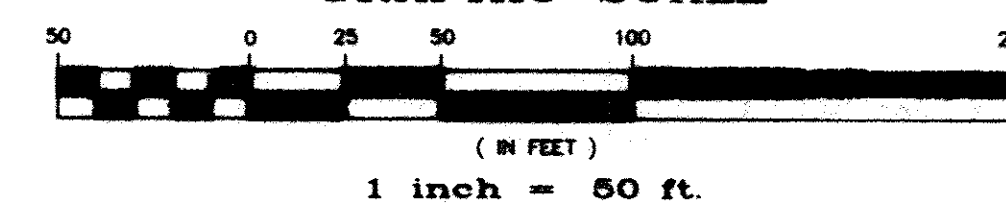
INDEX MAP
N.T.S.

LEGEND

- = FOUND MONUMENT AS SHOWN
- = FOUND AS NEARBY WITH CAP
PLS. 34853
- = SET AS NEARBY W/CAP
PLS. 34853
- 100' = NON-RADIAL BEARING
- (B2 42') = EASEMENT OR NO-BUILD DIM.
- = ADDRESS
- = MATCHLINE



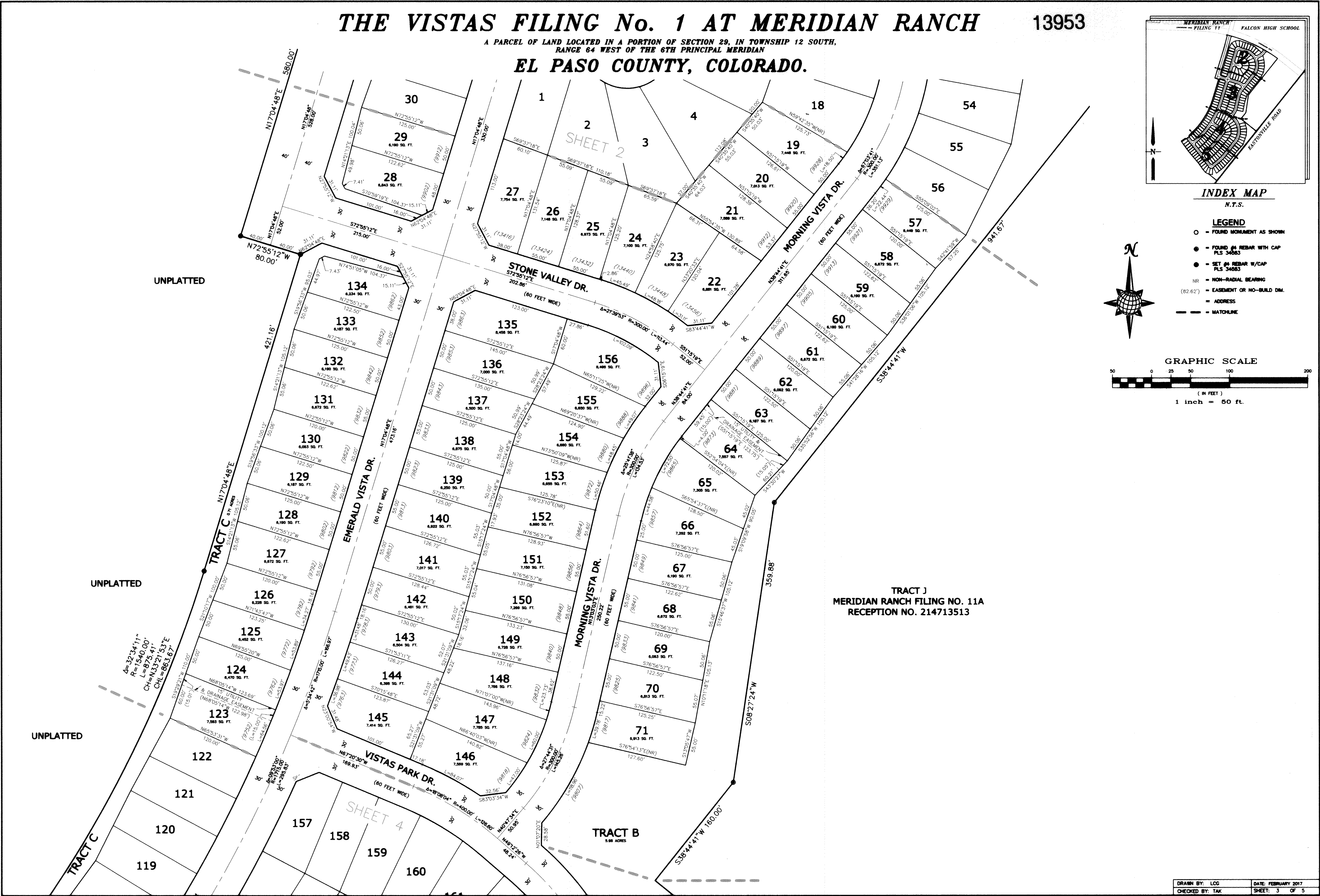
GRAPHIC SCALE



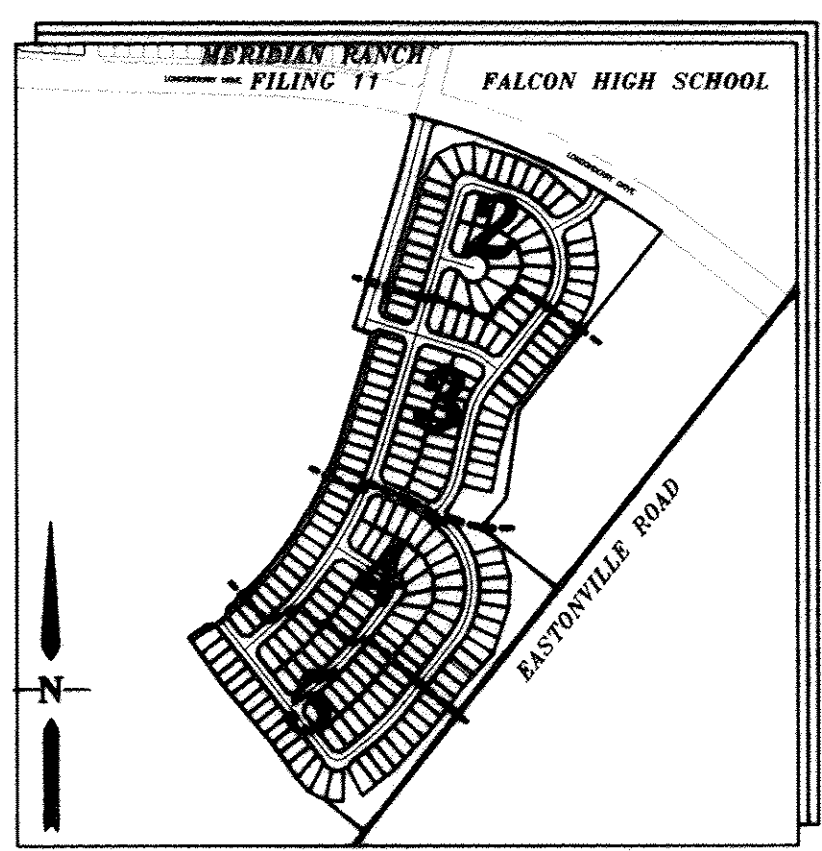
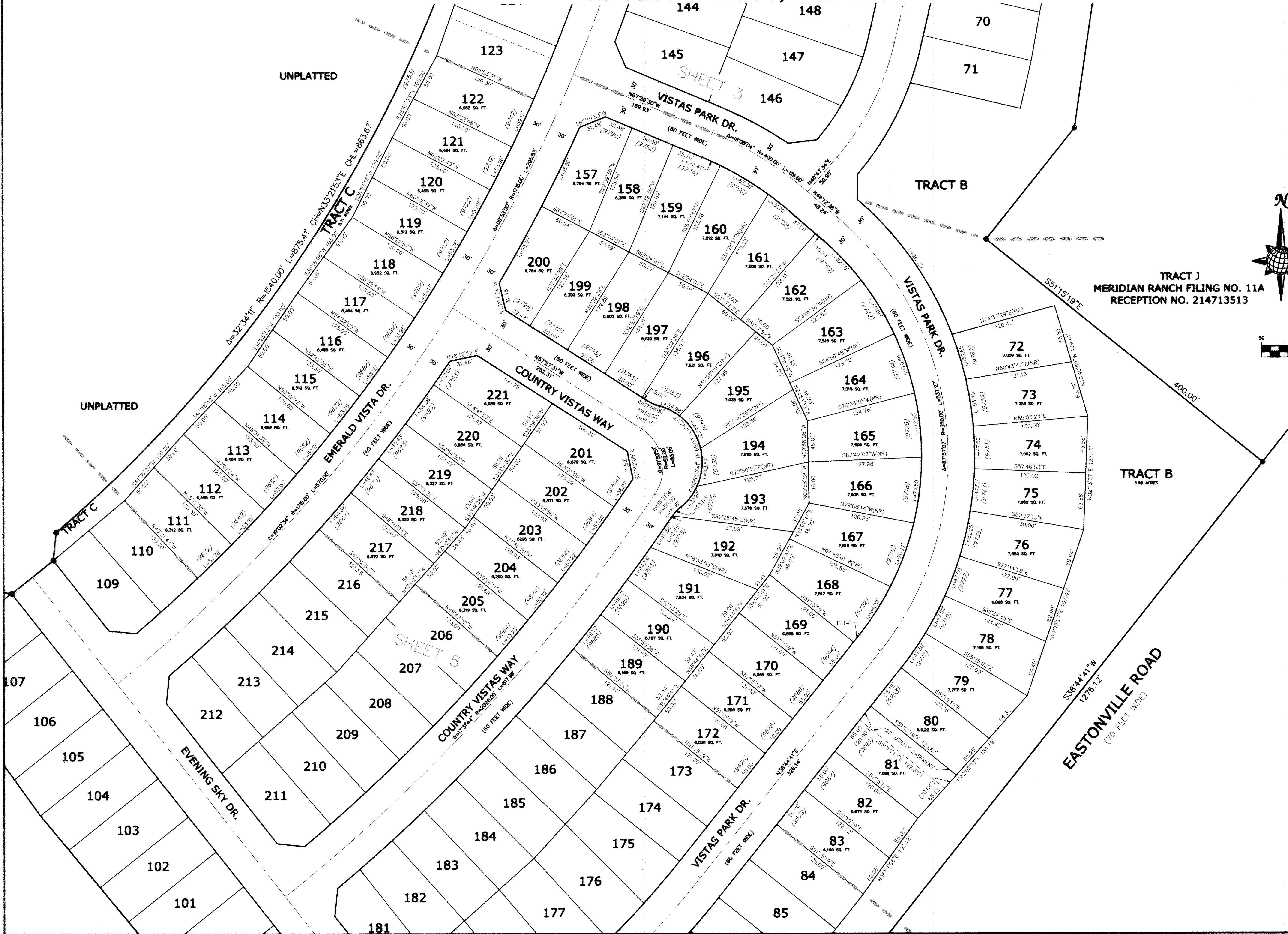
DRAWN BY: LCC
CHECKED BY: TAK

DATE: FEBRUARY 2017
SHEET: 2 OF 5

THE VISTAS FILING No. 1 AT MERIDIAN RANCH 13953
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 29, IN TOWNSHIP 12 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO.

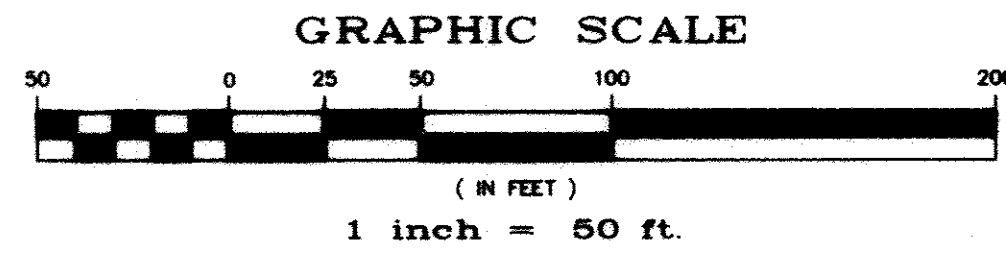
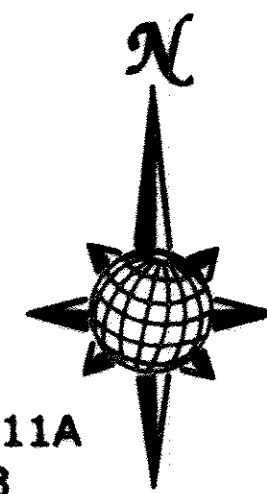


THE VISTAS FILING No. 1 AT MERIDIAN RANCH 13953
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 28, IN TOWNSHIP 12 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO.



INDEX MAP
N.T.S.

- LEGEND**
- = FOUND MONUMENT AS SHOWN
 - = FOUND AS REMARK WITH CAP PLS 34883
 - = SET BY RESUR W/CAP PLS 34883
 - NR = NON-RADIAL BEARING
 - (82.62) = EASEMENT OR NO-BUILD DIM.
 - = ADDRESS
 - = MATCHLINE



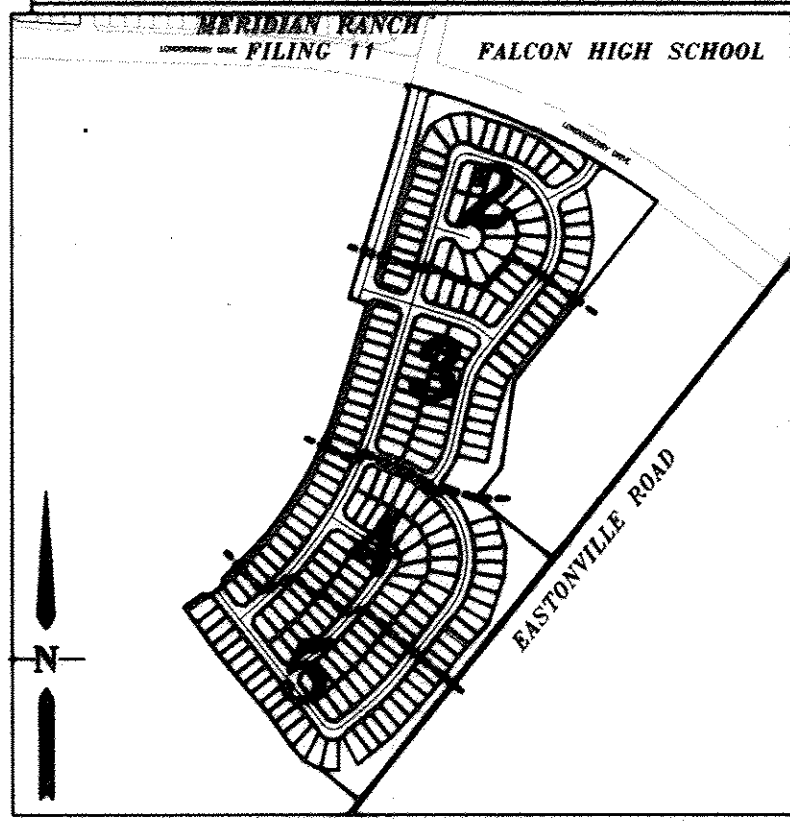
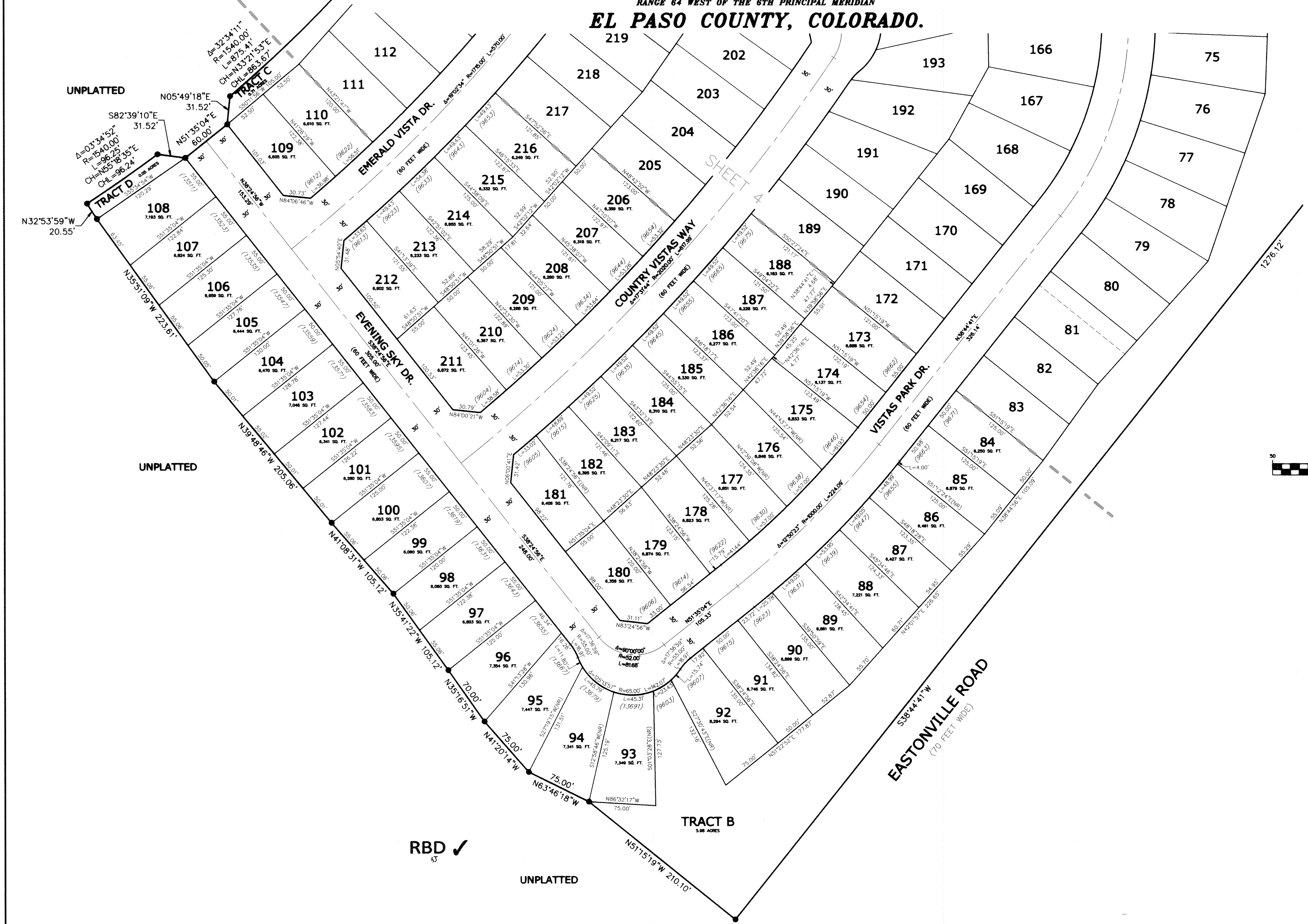
DRAWN BY: LGS
CHECKED BY: TAY
DATE: FEBRUARY 2017
SHEET: 4 OF 5

THE VISTAS FILING No. 1 AT MERIDIAN RANCH

13953

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 29, IN TOWNSHIP 12 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

EL PASO COUNTY, COLORADO.

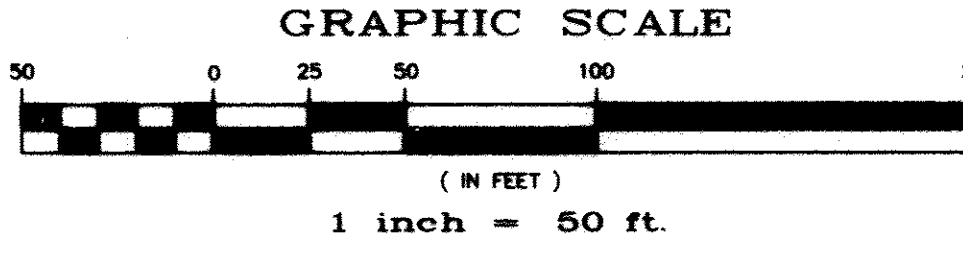
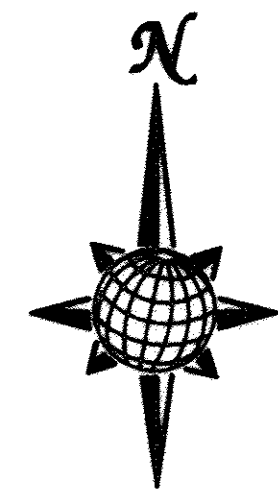


INDEX MAP

N.T.S.

LEGEND

- = FOUND MONUMENT AS SHOWN
- = FOUND MONUMENT WITH CAP
PLS. SAVED
- = SET MONUMENT W/CAP
PLS. SAVED
- NR = NON-RADIAL BEARING
- (R2 62) = EASEMENT OR NO-BUILD DIM.
- = ADDRESS
- - - MATCHLINE



DRAWN BY: LGC DATE: FEBRUARY 2017

CHECKED BY: TAK SHEET: 5 OF 5

After Recording Return to
Reunion Homes, Inc., a Colorado corporation
Grant Langdon
P.O. Box 38939
Colorado Springs, CO 80937

Doc Fee: \$18.82

SPECIAL WARRANTY DEED

This Deed, made November 19, 2018
Between GTL, Inc., a California corporation, of the County SAN DIEGO, State of CALIFORNIA, grantor(s) and
Reunion Homes, Inc., a Colorado corporation, , whose legal address is P.O. Box 38939 , Colorado Springs, CO
80937 County of El Paso, and State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of ONE HUNDRED EIGHTY-
EIGHT THOUSAND ONE HUNDRED NINETY DOLLARS AND NO/100'S (\$188,190.00) the receipt and sufficiency
of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant,
bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together
with improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

Lots 111, 112 and 214, The Vistas Filing No. 1 at Meridian Ranch,
County of El Paso, State of Colorado

"Reserving unto the Grantor, all mineral rights and all water rights, including the water in the
Denver, Dawson, Arapahoe and Laramie-Fox Hills aquifers"

also known by street and number as 9632, 9642, 9633 Emerald Vista Drive, Peyton, CO 80831-4002

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all
the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the
grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or
successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-
bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and
every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be
applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

GTL, Inc., a California corporation



Genevieve Tchang Frost, Vice President

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

} ss:

The foregoing instrument was acknowledged before me November 16, 2018 by GTL, Inc a California corporation
by Genevieve Tchang Frost, Vice President.

Witness my hand and official seal.


Nancy C. Lane
Notary Public

My Commission expires: July 26, 2019

