



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **SC55081288.2**

Date: **08/10/2021**

Property Address: **CLOVERLEAF FILING NO. 1 , MONUMENT, CO 80132**

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

For Closing Assistance

Kristen DeHerrera
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0243 (Work)
(877) 334-2012 (Work Fax)
kdeherrera@ltgc.com
Contact License: CO463794
Company License: CO44565

Closer's Assistant

Andrea Goller
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0244 (Work)
agoller@ltgc.com
Contact License: COCO416293
Company License: CO44565

For Title Assistance

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



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55081288.2** Date: **08/10/2021**
Property Address: **CLOVERLEAF FILING NO. 1 , MONUMENT, CO 80132**
Parties: **PT CLOVERLEAF, LLC, A COLORADO LIMITED LIABILITY COMPANY**

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

Estimate of Title insurance Fees	
"ALTA" Loan Policy 06-17-06	TBD
Tax Certificate 7124202237	\$26.00
Tax Certificate 7123102044	\$26.00
Tax Certificate 7124201003	\$26.00
Tax Certificate 7124202003	\$26.00
Tax Certificate 7124204023	\$26.00
Tax Certificate 7123102041	\$26.00
Tax Certificate 7124204029	\$26.00
Tax Certificate 7124103028	\$26.00
Tax Certificate 7124201001	\$26.00
Tax Certificate Updated Tax Certificates	\$234.00
	Total TBD
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[El Paso county recorded 11/10/2011 under reception no. 211111388](#)
[El Paso county recorded 10/21/2010 under reception no. 210105634](#)
[El Paso county recorded 08/04/2010 under reception no. 210074674](#)
[El Paso county recorded 04/02/2008 under reception no. 208037587](#)
[El Paso county recorded 03/31/2008 under reception no. 208035682](#)
[El Paso county recorded 03/31/2008 under reception no. 208035680](#)

El Paso county recorded 03/31/2008 under reception no. 208035679

El Paso county recorded 03/31/2008 under reception no. 208035678

El Paso county recorded 11/10/2011 under reception no. 211111394

Plat Map(s):

El Paso county recorded 02/16/1972 under reception no. 863562 at book U2 page 51

El Paso county recorded 03/14/1972 under reception no. 869701 at book U2 page 66

El Paso county recorded 08/23/1972 under reception no. 912153 at book W2 page
26

El Paso county recorded 08/23/1972 under reception no. 912155 at book W2 page
27

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55081288.2

Property Address:

CLOVERLEAF FILING NO. 1 , MONUMENT, CO 80132

1. Effective Date:

08/03/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Loan Policy 06-17-06

TBD

Proposed Insured:

TBD

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

A Fee Simple

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

PT CLOVERLEAF, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THREE PARCELS OF LAND BEING A PORTION OF TRACT F, WOODMOOR GREENS AND TRACT F, A VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BASIS OF BEARINGS: THE LINE BETWEEN THE 30.00' WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "RLS 10377 1997 30.00 WC" AND THE 30.0' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SAID SECTION 23, MONUMENTED BY A 1-1/2" ALUMINUM CAP STAMPED "LS 2692", SAID LINE BEARING S89°54'49"E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.

PARCEL A

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 485, WOODMOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 51 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER; THENCE ON THE NORTHEASTERLY LINE OF SAID LOT 485, N65°03'20"W A DISTANCE OF 123.87 FEET, TO THE EASTERLY CORNER OF LOT 486, WOODMOOR GREENS; THENCE ON THE EASTERLY LINE OF SAID LOT 486, N34°17'20"W A DISTANCE OF 78.69 FEET; THENCE DEPARTING SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES: N61°43'32"E A DISTANCE OF 151.99 FEET;

S28°16'28"E A DISTANCE OF 177.70 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LEGGINS WAYS, AS SHOWN ON THE PLAT OF WOODMOOR GREENS, SAID POINT BEING A POINT OF NON-TANGENT CURVE; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S22°31'56"E, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 11°05'27" AND AN ARC LENGTH OF 69.69 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 22,083 SQUARE FEET OR 0.5069 ACRES.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55081288.2

PARCEL B

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 496, A VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS RECORDED IN PLAT BOOK W-2 AT PAGE 26 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER:

THENCE ON THE EASTERLY RIGHT-OF-WAY LINE OF BOWSTRING ROAD, AS SHOWN ON THE PLAT OF WOODMOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 51, N01°07'36"W A DISTANCE OF 121.77 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES:
N88°52'24"E A DISTANCE OF 181.20 FEET;

S01°07'36"E A DISTANCE OF 118.62 FEET;

S87°52'36"W A DISTANCE OF 181.23 FEET, TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 21,779 SQUARE FEET OR 0.5000 ACRES.

PARCEL C

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 499, A VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS RECORDED IN PLAT BOOK W-2 AT PAGE 26 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY LINE OF SAID LOT 499, N88°52'24"E A DISTANCE OF 180.00 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LOT 499;

THENCE THE FOLLOWING TWO (2) COURSES:
S01°07'36"E A DISTANCE OF 121.00 FEET;

S88°52'24"W A DISTANCE OF 180.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BOWSTRING ROAD, AS SHOWN ON THE PLAT OF WOODMOOR GREENS RECORDED IN PLAT BOOK U-2 AT PAGE 51;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N01°07'36"W A DISTANCE OF 121.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 21,780 SQUARE FEET OR 0.5000 ACRES.

Copyright 2006-2021 American Land Title Association. All rights reserved.

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



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55081288.2

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

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

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

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

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

Order Number: SC55081288.2

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. (THIS ITEM WAS INTENTIONALLY DELETED)
9. **RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 02, 1971, IN BOOK 2452 AT PAGE 936 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 20, 1973, IN BOOK 2579 AT PAGE 423.**
10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. (THIS ITEM WAS INTENTIONALLY DELETED)
12. **EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF A VACATION AND REPLAT OF LOTS 496 - 500 WOODMOOR GREENS RECORDED AUGUST 23, 1972 IN BOOK W2 AT PAGE 26.**
13. (THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55081288.2

14. RIGHT OF WAY EASEMENT AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN INSTRUMENT RECORDED OCTOBER 27, 1987, IN BOOK 5437 AT PAGE 646.
15. (THIS ITEM WAS INTENTIONALLY DELETED)
16. (THIS ITEM WAS INTENTIONALLY DELETED)
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENT RECORDED APRIL 13, 2004 AT RECEPTION NO. 204059086.
18. TERMS, CONDITIONS AND PROVISIONS OF WATER ALLOWANCE TRANSFER AGREEMENT RECORDED MARCH 22, 2005 AT RECEPTION NO. 205040027.
19. (THIS ITEM WAS INTENTIONALLY DELETED)
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENTS RECORDED JULY 23, 2020 UNDER RECEPTION NO. 220108351 AND RECORDED JULY 23, 2020 UNDER RECEPTION NO. 220108352.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

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

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

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

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

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

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

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

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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


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



Craig B. Rants, Senior Vice President



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

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

#9A

846934 DEC 7 1971 2452-586

THE WOODMOOR CORPORATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by The Woodmoor Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of El Paso, Colorado, located in Sections 13, 14, 23 and 24, Township 11 South, Range 67 West of the Sixth Prime Meridian, County of El Paso, State of Colorado, and being more particularly described as follows: The Southeast Quarter (SE 1/4) and the South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 13; the North Half (N 1/2) of Section 24; that portion of the North Half (N 1/2) of Section 23, lying East of the Highway Service Road adjacent to U. S. Interstate Highway No. 25; that portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and that portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter, both of Section 14, lying East of the Highway Service Road adjacent to U. S. Interstate Highway No. 25 and South of Colorado Highway No. 105, which is being platted as WOODMOOR LODE, WOODMOOR NUGGET, WOODMOOR SUMMIT AND WOODMOOR GREEN.

NOW, THEREFORE, Declarant hereby declares that all declarations of protective covenants, restrictions and conditions affecting the above described property are hereby revoked and amended and all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- Section 1. "Association" shall mean and refer to The Woodmoor (South) Improvement Association, its successors and assigns.
Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
Section 3. "Properties" shall mean and refer to that certain real property, hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as:
The median strips of vacant land within the median of Fairplay Drive, according to the plats of Woodmoor Lode and Woodmoor Nugget, filed in the office of the County Recorder, El Paso County, Colorado.
Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
Section 6. "Declarant" shall mean and refer to The Woodmoor Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1002452 937

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of each class of members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a Lot shall become a member of the Association upon the acquisition of said Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1978.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be twenty-four and no/100 dollars (\$24.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three per cent (3%) above the maximum assessment for the previous year without vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three per cent (3%) by a vote of two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of sixty percent (60%) of the members or of proxies entitled to vote each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to and accepted by a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Colorado shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall, swimming pool, or other structure shall be commenced erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. At the beginning of the 30 day period the Architectural Control Committee will notify adjoining property owners that plans and specifications are being considered on an adjacent Lot.

Section 1. Building Type and Occupancy. All Lots shall be known and described as residential tracts and shall be used only for residential homes. No building shall be allowed or erected on any tract in said subdivision except one residential house, provided that no such building shall exceed two and one-half stories in height. All garages, porches, storage areas, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building only except that one ancillary building in keeping with the overall architecture and scheme of the dwelling will be permitted provided that it is included both as to design and location on a plan submitted to the Architectural Control Committee.

Section 2. Dwelling Size. The dwelling house shall occupy a floor area of actually and fully enclosed building including attached garage or porch of not less than eighteen hundred (1800) square feet. In computing such minimum areas, the area of open porches and garages shall be construed as equivalent to a closed area one-half (1/2) the area of such open porches and garages, credit for which shall not exceed, under any circumstances, two hundred (200) square feet.

Section 3. Building Location. No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than forty (40) feet to the front Lot line nor nearer than forty (40) feet to any rear Lot line, nor Fifteen (15) feet to any side Lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building.

Section 4. Re-Subdividing. No Further subdivision or re-~~sub~~division of any tract or combination of tracts as shown on the plat shall be permitted except upon prior approval of the Architectural Control Committee.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities and for roadways are preserved as described on the recorded plat. No shrubbery, trees, or plantings shall be placed on said easement. No buildings, fences or structures of any type shall be built over, across, on the line of, or in such a manner as to include such easements within the Lot or tract, but such easements shall remain open and readily accessible for service and maintenance of utility and drainage facilities and other purposes.

Section 6. Temporary Residence. No structure of temporary character, trailer, basement, tent, or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. In any event, no trailers of any type shall be placed or kept on any Lot unless such trailer is kept in an enclosed garage.

Section 7. Water. There shall be no water wells drilled or placed on any Lot or tract covered by these Covenants. Any sewage disposal system placed upon any Lot shall comply with the requirements of the State of Colorado Health Department or El Paso County, Colorado. Any residence constructed on any Lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the subdivision so long as such public system is in existence and makes service available to the Lot on which construction is to commence.

Section 8. Clearing of Trees. Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees on any Lot. Further, each and every grantee agrees that all the trees cleared by him will be disposed of in such a way that all Lots, whether vacant or occupied by buildings, shall be kept free of accumulations of brush, trash, or other materials which may constitute a fire hazard or renders a Lot unsightly, provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their Lots.

Section 9. Commercial. Commercial zoning will not be allowed within the Woodmoor subdivisions outlined in the legal description at the beginning of the Covenants. No commercial type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to or from a residence. For the purposes of this Covenant, a 3/4 ton or smaller vehicle, commonly known as a pick-up truck, and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck.

Section 10. Nuisance. Nothing shall be done or permitted on any Lot which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that professional offices such as that of a lawyer, doctor, dentist, or engineer may be maintained within the main dwelling upon specific approval by the Architectural Control Committee in each case. Outside aerials or antennas will not be permitted.

Section 11. Refuse and Rubbish. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burying of trash will not be permitted.

Section 12. Signs. No sign of any character shall be displayed or placed upon any of the premises or Lots in said Subdivision except one professional sign of not more than one square foot in area per side, advertising the property for sale, house numbers, occupant's name, or signs used by a builder approved in writing by the Architectural Control Committee to advertise the property during the construction and sales period. All signs are subject to the approval of the Architectural Control Committee.

Section 13. Animals. No animals, livestock, or poultry of any kind shall be housed, raised, or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic household pets may be kept provided they are not kept or maintained for any commercial purposes.

Section 14. Clotheslines and Exterior Tanks. No grantee shall place upon his premises clotheslines, swimming pool filter tanks, fuel oil tanks, or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining Lots. Protective enclosures to screen the above must be approved by the Architectural Control Committee as a part of the plans for the improvements to be located on the property.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty- (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Any amendment must be recorded. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described in Deed Book 2427, pages 388 and 389, Reception No. 819618, of the land records of El Paso County, Colorado, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, Dedication of the Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of November, 1971.

THE WOODMOOR CORPORATION

BY: John A. Thompson
John A. Thompson
Executive Vice President

John J. Wilkinson
John J. Wilkinson, Secretary



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

The foregoing instrument was acknowledged before me this 30th day of November, 1971, by John A. Thompson, Executive Vice President, John J. Wilkinson, Secretary, of The Woodmoor Corporation.



WITNESS my hand and official seal.

Betty A. Brock
Notary Public.

Commission Expires:
10-28-75

Received at 233 P M. APR 20 1973
Reception No. 975748 HARRIET BEALS

#98
BOOK 2579 PAGE 423

CERTIFICATE

THIS IS TO CERTIFY that The Woodmoor Corporation, a Colorado Corporation, is the owner of that certain tract of land designated as "Woodmoor Placer" according to the plat filed in the County of El Paso.

The Woodmoor corporation hereby declares that the Declaration of Covenants, Conditions and Restrictions, as recorded in Book 2452 at Page 939 in the offices of the County Recorder, El Paso County, Colorado, and all conditions, covenants and restrictions contained therein, are hereby declared to apply and run with the above named tract of land.

Said covenants provide that amendment thereof may be made by execution of an instrument in writing of at least 90% of the property owners therein. Since The Woodmoor Corporation is the owner of all the land in said subdivision, it hereby declares by this document that said covenants, insofar as Woodmoor Placer is concerned, are amended as follows:

1. ARTICLE I, Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area and further, each parcel or condominium, designated on such map, into which such lot has been split.

2. ARTICLE V, Sections 1, 2, 3, 6 and 7 are hereby deleted and the following are substituted therefor:

"Section 1. Building Type and Occupancy. All lots shall be known and described as residential tracts and shall be used only for residences. No building shall be allowed or erected on any tract in said subdivisions except a residence provided that no such building shall exceed two and one-half (2½) stories in height. All porches, storage areas, garden houses, etc. must be attached to said dwelling house and be constructed so as to constitute one building only except that one ancillary building in keeping with the overall architecture or scheme of the dwelling will be permitted provided that it is included both as to design and location on a plan submitted to the Committee."

"Section 2. Dwelling Size. Individual townhouses, condominium and apartments shall occupy a floor area of an actually and fully enclosed building of not less than five hundred (500) square feet. Balconies, open porches and garages are not included in such minimum footage. No fences may be built outside building setback lines without written permission of the Committee."

"Section 3. Building Location. Location of any building on said subdivision shall be governed by the zoning ordinances of the County of El Paso, State of Colorado, applicable to said subdivision."

"Section 6. Temporary Residence. No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. In any event, no trailers of any type shall be placed or kept on any Lot unless such trailer is kept in an enclosed garage. This section shall not prevent the placement of a temporary structure upon the lot or tract to serve as a construction shed. Said temporary structure must be approved by the Architectural Control Committee and shall conform to all applicable zoning regulations."

"Section 7. Water. There shall be no water wells drilled or placed on any Lot or tract covered by these Covenants. Any residence constructed on any Lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the subdivision so long as such public system is in existence and makes service available to the Lot on which construction is to commence."

EXHIBIT

3. ADD new Section 15 under ARTICLE V as follows:

"Section 15. Party Wall and Common Roof. Each wall which is built as part of the original construction of the homes upon the lots and placed on the dividing line between the Lots, shall constitute a Party Wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

- (1) The cost of reasonable repair and maintenance of the Party Wall shall be shared by the Owners who make use of the Wall in proportion to such use.
- (2) If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Wall may restore it and if the other Owners thereafter make use of the Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- (3) Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (4) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to Owner's successors in title.
- (5) In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved."

THE WOODMOOR CORPORATION

By John A. Thompson
John A. Thompson
Executive Vice President

John J. Wilkins
John J. Wilkins, Secretary
COUNTY OF EL PASO)
EL PASO, TEXAS) ss.
COUNCIL OF EL PASO)

The foregoing Certificate was acknowledged before me this 28th day of June, 1973, by John A. Thompson, Executive Vice President, and John J. Wilkins, Secretary of The Woodmoor Corporation.

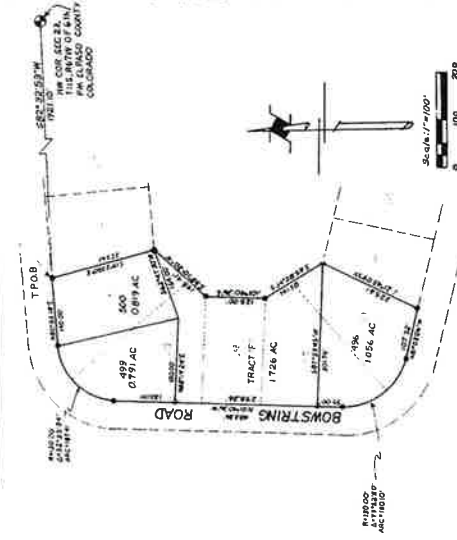
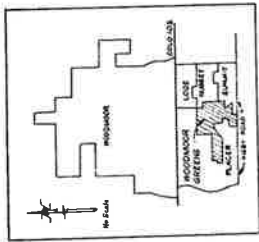


Betty A. Buck
Notary Public
My Commission Expires: October 21, 1973

#12

3898
-26

A VACATION AND REPLAT OF LOTS 486-500
WOODMOOR GREENS
A PART OF SECTION 23, T11S, R67W OF 6th PM,
EL PASO COUNTY, COLORADO
NELSON, HALEY, PATTERSON and QUIRK, INC.
ENGINEERING CONSULTANTS



BEFORE ME, the undersigned authority, on this _____ day of _____, 1971, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. My commission expires _____.

WITNESSES my hand and the seal of said office this _____ day of _____, 1971, at _____, Colorado.

Notary Public

APPROVED BY THE EL PASO COUNTY PLANNING COMMISSION, MEETING HELD ON _____, 1971, A.D.

APPROVED BY THE EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS, MEETING HELD ON _____, 1971, A.D.

NOTES:
1. THIS VACATION AND REPLAT IS SUBJECT TO THE EXISTING RECORDS AND EASEMENTS DISTRICT.
2. THE VACATION AND REPLAT IS SUBJECT TO THE EXISTING RECORDS AND EASEMENTS DISTRICT.

EL PASO COUNTY
REGISTERED BY _____
DATE _____

APPROVED BY THE EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS, MEETING HELD ON _____, 1971, A.D.

#14

01535122

07 OCT 27 AM 8:40

BOOK 5437 PAGE 645

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that VERNON C. WALTERS of ^{12⁰⁰}
the County of El Paso and State of Colorado, in consideration of the
sum of ONE DOLLAR (\$1.00) and other good and valuable consideration
in hand paid, the receipt of which is hereby acknowledged, does hereby
grant, bargain, sell and convey unto WOODMOOR WATER AND SANITATION
DISTRICT NO. 1, a quasi-municipal corporation organized and existing
under the Laws of the State of Colorado, of the County of El Paso
and State of Colorado, and its assigns, a right-of-way and easement
to locate, place, construct, operate, repair and maintain water or
sewer lines, pumps, pumping stations, lift stations and other water
and waste water facilities, on, over and across the following des-
cribed real estate in El Paso County, State of Colorado, to-wit:

- A. "Tract E", Woodmoor Plaza, as platted in the records of El Paso
County, Colorado, in Plat Book 152 at page 66.
- B. Sixteen (16) foot wide easements lying eight (8) feet on each
side of the following described centerline: See attached "Exhibit A".

to have and to hold same unto the said WOODMOOR WATER AND SANITA-
TION DISTRICT NO. 1 and its assigns forever.

IN WITNESS WHEREOF, VERNON C. WALTERS has hereunto subscribed
his name this 16th day of June, 1987.

Vernon C. Walters
Vernon C. Walters

STATE OF COLORADO)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 16th
day of June, 1987, by VERNON C. WALTERS.

WITNESS my hand and official seal.



Commission expires: 03/31/1997

Ardis W. Schmitt
Ardis W. Schmitt
Notary Public

660 Southgate Ct # 210
C.S. 80701

EXHIBIT A

1. Beginning at the angle point on the Northwest side of Lot 430 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence North 21°20'19" East a distance of 202.70 feet to the Point of Termination, said point being the Southeast corner of Lot 404 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
2. Beginning at the Southwest corner of Lot 380 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence South 62°29'28" East a distance of 243.84 feet to the Point of Termination, said point being the Southwest corner of Lot 396 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
3. Beginning at the Northeast corner of Lot 417 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence North 61°45'55" East a distance of 173.88 feet to the Point of Termination, said point being the Southwest corner of Lot 417 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
4. Beginning at the Southwest corner of Lot 362 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence South 7°40'09" East a distance of 116.01 feet to the Point of Termination, said point being the Northeast corner of Lot 319 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
5. Beginning at the Northeast corner of Lot 437 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence North 57°47'47" East a distance of 232.77 feet to the Point of Termination, said point being the Southwest corner of Lot 454 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
6. Beginning at the Northwest corner of Lot 410 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence South 62°00'13" East a distance of 494.03 feet to the Point of Termination, said point being the Southwest corner of Lot 410 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.

7. Beginning at the Northeastly corner of Lot 323 of Woodmoor Summit as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 14 in the Records of said El Paso County. Thence North $91^{\circ}55'06''$ East, a distance of 234.26 feet to the Point of Termination, said point being the Southeastly corner of Lot 434 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
8. Beginning at the Westernmost corner of Lot 335 of Woodmoor Summit as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 14 in the Records of said El Paso County. Thence South $74^{\circ}53'15''$ West a distance of 210.88 feet to the Point of Termination, said point being the Westernmost corner of Lot 452 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
9. Beginning at the Southeastly corner of Lot 525 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence North $53^{\circ}46'30''$ East a distance of 174.16 feet to the Point of Termination, said point being the Southwestly corner of Lot 418 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
10. Beginning at the Northeastly corner of Lot 516 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence South $51^{\circ}04'14''$ East a distance of 741.83 feet to the Point of Termination, said point being the Northwestly corner of Lot 453 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
11. Beginning at the Southeastly corner of Lot 535 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence North $53^{\circ}19'05''$ East a distance of 505.85 feet to an angle point, said point being the Southwestly corner of Lot 454 of same said Woodmoor Greens. Thence North $6^{\circ}19'52''$ West a distance of 379.61 feet to the Point of Termination said point being the Southwestly corner of Lot 453 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.
12. Beginning at the Southwestly corner of Lot 506 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County. Thence South $85^{\circ}06'00''$ East a distance of 303.17 feet to the Point of Termination said point being the Southeastly corner of Lot 526 of Woodmoor Greens as platted in El Paso County, Colorado and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County.

15. Beginning at the Southwesterly corner of Lot 504 of Woodmoor Greens as platted in El Paso County, Colorado, and recorded in Plat Book U-2 at Page 51 in the Records of said El Paso County, Thence South $84^{\circ}16'05''$ West a distance of 372.91 feet to an angle point, said point being the Southwesterly corner of Lot 501 of same said Woodmoor Greens, Thence South $50^{\circ}08'09''$ West a distance of 87.19 feet; Thence South $80^{\circ}22'21''$ West a distance of 72.30 feet to the Point of Termination said point being the Southeastery corner of Lot 499 of a Vacation and Replat of Lots 495 through 500 of same said Woodmoor Greens as filed and recorded in Plat Book U-2 at Page 26 in the Records of El Paso County, Colorado.

#17

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement"), made this 9th day of April, 2004, by and between the ESTATE OF VERNON C. WALTERS ("Grantor"), and PULTE HOME CORPORATION, a Michigan corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantee is acquiring that property described on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Pulte Property"); and

WHEREAS, Grantee intends to develop the Pulte Property and construct thereon certain improvements; and

WHEREAS, Grantor owns the property located immediately north of and adjacent to the Pulte Property and described on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof (the "Walters Property"); and

WHEREAS, Grantor agrees to grant to Grantee access to Clover Leaf Road through the private street, Walters Point ("Private Street"), to be constructed on, over and across a portion of the Walters Property described on Exhibit C attached hereto and incorporated herein by this reference (the "Easement Area").

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, which consideration is hereby acknowledged by both parties as being adequate, the parties hereby agree as follows:

1. Grant of Easement. Subject to the terms, covenants, agreements and conditions of this Agreement, Grantor hereby declares, establishes, creates, reserves and grants a perpetual nonexclusive easement (the "Easement") in and to, over and across, under and through the Easement Area. The Easement shall be: (i) for the benefit of Grantee and its successors as owners of the Pulte Property, and any part thereof; (ii) for use by Pulte and its respective tenants, agents, employees, visitors, and other licensees and invitees (including emergency vehicles); and (iii) appurtenant to, for the benefit of, and run with the Pulte Property.

2. Use. The Easement shall be for: (i) vehicular and pedestrian ingress and egress across the Easement Area to and from the Pulte Property to and from the public right-of-way known as Clover Leaf Road; and (ii) the construction, operation and maintenance of drainage and utility facilities, features and structures within the Easement Area.

3. Non-Interference. Grantor shall not interfere with or obstruct the use and enjoyment of the Private Street or the Easement Area by Grantee, its tenants, subtenants, licensees or invitees, including blocking said areas in any way, or constructing improvements thereon; provided however, that Grantor shall have the right to install utility lines below the surface of the Private Street and Easement Area and have the right to create, at its sole cost and expense, vehicular ingress and egress from the Easement Area to the land located to the north side of the Easement Area as long as such ingress and egress is with the County approval and its guidelines. Notwithstanding the

foregoing, Grantor's activities set forth in this section shall be conducted in a manner so as to minimize any interference with Grantee's use and enjoyment of the Private Street and Easement Area.

4. No Rights in Public Generally. The Easement and the rights created, reserved, granted and established in this Agreement do not, are not intended to and shall not be construed to, create any easements, rights or privileges in and for the benefit of the general public.

5. Scope of Easement. The Easement herein created shall be perpetual in duration and the benefits of the Easement shall run with and be appurtenant to the Pulte Property (or, each of the parcels into which it may be subdivided) and shall benefit the owners thereof. The obligations of each covenant set forth in this instrument shall run with the respective property (or, each of the parcels into which it may be subdivided) and shall bind the owners thereof.

6. Construction and Maintenance of Private Street and Drainage.

(a) Construction. Grantee shall be responsible for the construction of the Private Street at its sole cost and expense.

(b) Maintenance. Grantee hereby covenants and agrees to maintain, repair, replace, operate and protect the Private Street and Easement Area together with related drainage features and/or structures located within the Easement Area at its sole cost and expense. If, pursuant to this Section, Grantee is required to maintain, repair, replace, operate and protect any drainage features and/or structures that are located outside of the Easement Area, Grantor shall grant to Grantee such additional access as is necessary subject to receiving Grantor's permission, to permit Grantee to perform such maintenance. Notwithstanding the foregoing to the contrary, Grantor shall be responsible for any additional cost and expense incurred by Grantee as a result of any change in the nature, direction, quantity or quality of historical drainage flow within the Easement Area resulting from any development on the Walters Property.

7. Warranty of Title. Grantor, for itself, its successors and assigns, does covenant and agree to and with Grantee, its successors and assigns, that at the time of delivery of this Easement, Grantor is well seized of the property on which this Easement is located, and has good, sure, absolute and indefeasible estate, in law, in fee simple, and has good right, full power and authority to grant and convey the same in the manner and form as set forth herein, and that this Easement property is free and clear of all former and other grants, encumbrances or restrictions.

8. Covenants Running With Land. This Agreement and each of the provisions of this Agreement touch and concern the Walters Property and the Pulte Property, and shall be covenants running with the land, binding on the Walters Property and the Pulte Property and on Grantor and Grantee and their respective successors as owners of the Walters Property and the Pulte Property, and each part thereof, and shall inure to the benefit of and be enforceable by Grantor and Grantee and their respective successors as owners of the Walters Property and the Pulte Property, and each part thereof. Any transfer or encumbrance of the Pulte Property or any part thereof shall include the benefit of this Agreement and the right to enforce this Agreement. Any transfer of the Walters Property or the Pulte Property, or any part thereof or interest therein, shall be subject to the terms and provisions of this Agreement and to the obligations with respect to such property so transferred

provided in this Agreement. This Agreement shall be assignable by Grantee to any successor owner of the Pulte Property or a homeowners' association without the prior consent of Grantor.

9. Further Assurances. Grantor, and its successors as owners of the Walters Property, shall from time to time execute and deliver to Grantee, and its successors as owners of the Pulte Property, any instruments reasonably requested by Grantee or its successors as owners of the Pulte Property, to effect or confirm any provision of this Agreement. Grantee, and its successors as owners of the Pulte Property, shall from time to time, execute and deliver to Grantor, and its successors as owners of the Walters Property, any instruments reasonably requested by Grantor or its successors as owners of the Walters Property, to effect or confirm any provision of this Agreement.

10. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

11. Captions. The section and subsection captions used in this Agreement are included for convenience only, and shall be irrelevant to the construction of any provision of this Agreement.

12. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when a copy thereof, addressed as provided herein, is actually delivered, personally, by courier, or by certified or registered mail, return receipt requested, or by successful facsimile transmission,

to Grantor:

Estate of Vernon C. Walters
3540 Austin Bluffs Parkway, Suite 2
Colorado Springs, CO 80918
Phone: 719-522-1252
Facsimile: 719-522-9004

to Grantee:

Pulte Home Corporation
365 Inverness Parkway, Suite 150
Englewood, CO 80112
Attn: Charlie Williams
Fax: (719) 596-7159

Copy to:

Lottner Rubin Fishman Brown + Saul, P.C.
633 17th Street, Suite 2700
Denver, Colorado 80202
Attn: Rick J. Rubin, Esq.
Fax: (303) 292-1300

or to their respective successors as the owners of the Walters Property and the Pulte Property, respectively. Each person entitled to receive notice may change its address for notices by notice given to the other party or owner as provided herein.

13. Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

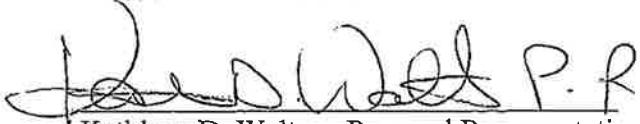
14. Entire Agreement. This Agreement, the exhibits thereto referred to above, and any addendum thereto signed by both Grantor and Grantee, constitute the final and complete expression of the parties' agreements with respect to the rights and obligations with respect to the Private Street and the Easement Area and the easement granted hereunder. Each party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations or understandings, whether oral or written, except as expressly set forth herein.

15. Indemnification. Grantee agrees to protect, defend, and hold harmless the Grantor, its agents, employees, successors and assigns, from any and all claims, suits, demands, and costs (including attorney fees) arising from Grantee's use of this Easement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the day and year first above written.

"Grantor"

ESTATE OF VERNON C. WALTERS

 P.R.

Kathleen D. Walters, Personal Representative

 P.R.

Gary E. Walters, Personal Representative

 P.R.

Richard V. Walters, Personal Representative

"Grantee"

PULTE HOME CORPORATION, a Michigan corporation

By: 
Its: Senior Project Manager

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 9 day of April, 2004, by Kathleen D. Walters, Gary E. Walters, and Richard V. Walters as personal representatives of the ESTATE OF VERNON C WALTERS.

WITNESS my hand and official seal.

My Commission Expires: 10/7/07


Notary Public



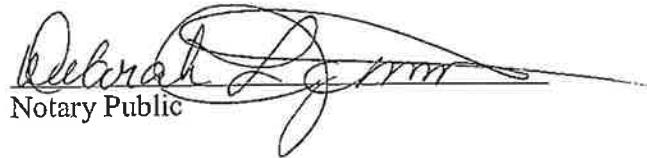
My Commission Expires 10/07/2007

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 9 day of April, 2004, by Charlie Williams, as SI. Project MGR of PULTE HOME CORPORATION, a Michigan corporation.

WITNESS my hand and official seal.

My Commission Expires: 10/7/07


Notary Public



My Commission Expires 10/07/2007

EXHIBIT A

PULTE PROPERTY

Lots 10, 11, 12, 14, 15, 16 & 17,
Woodmoor Placer,
County of El Paso,
State of Colorado.

EXHIBIT B
WALTERS PROPERTY

Tract B,
Woodmoor Placer,
County of El Paso,
State of Colorado.

EXHIBIT C
EASEMENT AREA
(See Attached)

4310 Arroyo West Drive, Colorado Springs, CO 80907
719-593-2593 • FAX 719-528-6613 • www.jrengineering.com



JR ENGINEERING
A Westlan Company

JOB NO. 9170.70 • 02
APRIL 6, 2004
PAGE 1 OF 2

LEGAL DESCRIPTION: ROADWAY EASEMENT FOR WALTERS POINT

AN EASEMENT BEING OVER, ACROSS, AND UNDER A PORTION OF TRACT B AS PLATTED IN WOODMOOR PLACE, AS RECORDED IN PLAT BOOK U-2 AT PAGE 68, RECORDS OF EL PASO COUNTY, COLORADO, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WESTERLY END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PLS 23050" AND BEING MONUMENTED AT THE EASTERLY END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PLS 10377 30 FEET WITNESS CORNER", BEING ASSUMED TO BEAR N89°39'40"E, A DISTANCE OF 2677.31 FEET.

COMMENCING AT THE SOUTHWESTLY CORNER OF SAID TRACT B; THENCE N61°32'10"W ON THE SOUTHERLY BOUNDARY LINE OF SAID TRACT B, A DISTANCE OF 350.07 FEET TO THE POINT OF BEGINNING;
THENCE N61°32'10"W, ON SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 70.42 FEET;
THENCE N19°41'33"W, A DISTANCE OF 27.46 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 98°51'28", A RADIUS OF 7.00 FEET, A DISTANCE OF 11.83 FEET TO A POINT OF COMPOUND CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 04°14'40", A RADIUS OF 275.00 FEET, A DISTANCE OF 20.37 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY LINE;
THENCE N61°32'10"W ON SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 58.05 FEET;
THENCE N59°03'06"E, A DISTANCE OF 28.82 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 32°22'00", A RADIUS OF 325.00 FEET, A DISTANCE OF 183.59 FEET TO A POINT OF TANGENT;
THENCE S88°34'54"E, A DISTANCE OF 212.31 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 42°26'06", A RADIUS OF 325.00 FEET, A DISTANCE OF 240.70 FEET TO A POINT OF TANGENT;
THENCE S46°08'48"E, A DISTANCE OF 13.87 FEET TO A POINT ON THE NORTHWESTERLY (RIGHT-OF-WAY OF CLOVERLEAF ROAD, AS PLATTED IN SAID PLAT OF WOODMOOR PLACE;
THENCE S43°51'37"W, ON SAID NORTHWESTERLY RIGHT-OF-WAY, A DISTANCE OF 50.00 FEET;
THENCE N48°08'48"W, A DISTANCE OF 13.87 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 42°26'06", A RADIUS OF 275.00 FEET, A DISTANCE OF 203.67 FEET TO A POINT OF TANGENT;
THENCE N88°34'54"W, A DISTANCE OF 212.31 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 14°15'12", A RADIUS OF 275.00 FEET, A DISTANCE OF 68.41 FEET TO A POINT OF COMPOUND CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 98°51'27", A RADIUS OF 7.00 FEET, A DISTANCE OF 11.83 FEET TO A POINT OF TANGENT;
THENCE S19°41'33"E, A DISTANCE OF 35.70 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 07°49'08", A RADIUS OF 325.00 FEET, A DISTANCE OF 44.35 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 34,765 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

I, CORY L. SHARP, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.



CORY L. SHARP, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 63820
FOR AND ON BEHALF OF JR ENGINEERING, LLC

April 6, 2004
DATE



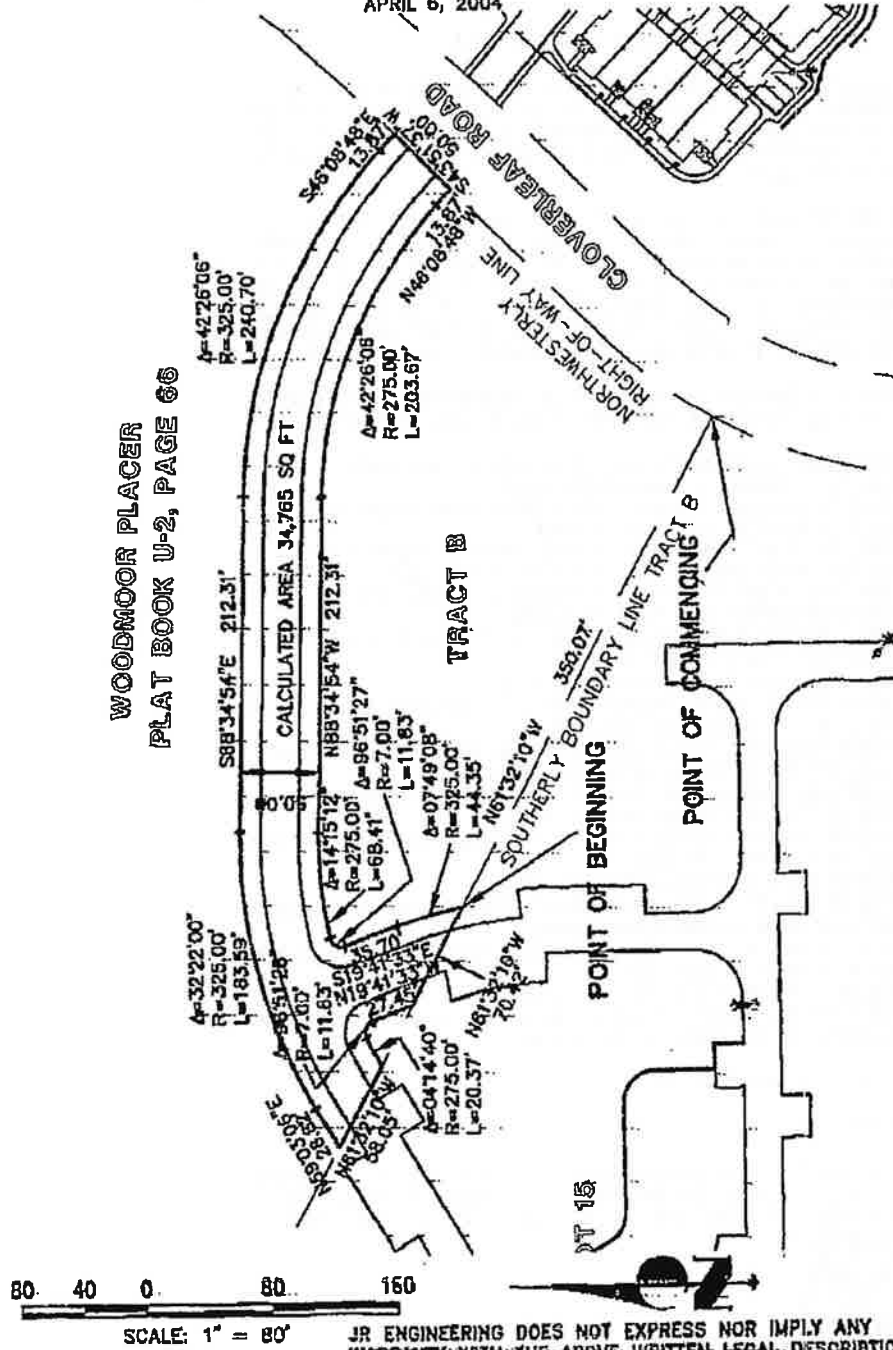
J-R ENGINEERING

A Walston Company

830 Arrowhead Drive • Colorado Springs, CO 80907
719-550-2500 • Fax 719-550-6670 • www.jr-engineering.com

ROADWAY EASEMENT FOR
WALTERS POINT OVER A PORTION OF
TRACT B, WOODMOOR PLACER
JOB NO. 8170.70-02
SHEET 2 OF 2
APRIL 6, 2004

WOODMOOR PLACER
PLAT BOOK U-2, PAGE 66



X:\281000\281000\281000.dwg 04/06/04 12:35:24 PM, W:\m...

JR ENGINEERING DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.



#18

WATER ALLOWANCE TRANSFER AGREEMENT

by and between

WOODMOOR WATER & SANITATION DISTRICT NO. 1

and

THE PERSONAL REPRESENTATIVES OF THE ESTATE OF VERNON C. WALTERS

This **WATER ALLOCATION TRANSFER AGREEMENT** (the "Agreement") is entered into this 29 day of APRIL, 2003, between the **WOODMOOR WATER & SANITATION DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the state of Colorado (the "District") and **GARY E. WALTERS, RICHARD V. WALTERS, KATHLEEN D. WALTERS, AND CARL W. FISCHER** as personal representatives of the **ESTATE OF VERNON C. WALTERS** (the "Developer").

WHEREAS, the District is the owner of all of the underground water rights within its boundaries, and has established a policy of allocating one-half (.5) acre-foot of water per acre, per year, to each property within the District (the "Water Policy"); and

WHEREAS, the Developer is the owner of the property described in Exhibit A, attached hereto and incorporated herein by this reference, which property totals 165.047 acres (the "Property"); and

WHEREAS, the Developer intends to develop or cause to be developed 31.28 acres of the Property, described in Exhibit A under the heading Multi-Family (the "Multi-Family Parcels"), and place the remaining 133.767 acres of Property (the "Remainder Parcels") in a conservation trust or otherwise forego develop of the Remainder Parcels; and

WHEREAS, under the Water Policy, the Multi-Family Parcels are allocated 15.64 acre-feet/year of water and the Remainder Parcels are allocated 66.89 acre-feet/year of water (the "Remainder Parcels Allocation") for a total of 82.53 acre-feet of water/year; and

WHEREAS, due to Developer's intention to forego development on the Remainder Parcels, Developer has requested that the District allow the Remainder Parcels Allocation to be reallocated to the Multi-Family Parcels; and

WHEREAS, the District is willing to permit the reallocation of the Remainder Parcels Allocation, or that portion thereof as is required by the El Paso County approved development plan for the Multi-Family Parcels, to the Multi-Family Parcel on the condition that the parties enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and sufficient consideration, the parties agree as follows:

1. Reallocation. The lesser of 82.53 acre-feet of water/year or the amount of acre-feet of water/year necessary for the El Paso County approved development plan for the Multi-Family Parcels, such necessary amount to be determined by the District based on the Water Policy, is hereby allocated by the District to the Multi-Family Parcels. Further, 0 acre-feet of water/year or the balance, if any, of 82.53 acre feet/year, minus the amount of acre feet of water /year necessary for the El Paso County approved development plan for the Multi-Family Parcels, such necessary amount to be determined by the District based on the Water Policy, is hereby allocated by the District to the Remainder Parcels.

2. Future Development on Remainder Parcels. Developer shall not be permitted to make any service connection to any District facility, as such terms are defined in the District Rules and Regulations, for service to the Remainder Parcels, unless Developer applies for and obtains the District's approval for purchase of excess water, to the extent necessary and adequate in accordance with then existing District policies, rules and regulations, and otherwise satisfies all other then existing District policies, rules and regulations.

3. Multi-Family Parcels Water Short-Fall. 82.53 acre-feet of water/year may be insufficient under the Water Policy for development of the Multi-Family Parcels. If the density of development on the Multi-Family Parcels at build-out will use more water than 82.53 acre-feet/year, such use being calculated based on the District's Water Policy, Developer shall not be permitted to make any service connection to any District facility, as such terms are defined in the District Rules and Regulations, for service to the Multi-Family Parcels unless Developer applies for and obtains the District's approval for purchase of excess water, adequate in accordance with then existing District policies, rules and regulations, and otherwise satisfies all other then existing District policies, rules and regulations.

4. Agreement shall bind the Property. This Agreement shall be recorded in the real estate records in office of the El Paso County Clerk and Recorder and all of the commitments contained herein shall run with the land and be binding upon the development of and the Property, and all portions thereof, and shall bind all future owners of all or any portion of the Property and any development on any portion of the Property, except that if Developer has not sold the Multi-Family Parcels by the third anniversary of the date of this Agreement, this Agreement shall expire on such third anniversary and thereafter this Agreement shall be null, void and of no force or effect.

5. Limitations Upon Transfer of Water Allocation. The District's allowance for the water allocation transfer described in this Agreement is not intended to, and does not, exempt the Property from the District's Rules and Regulations, as amended from time to time. The Property is subject to all provisions of the Rules and Regulations, as amended from time to time, including but not limited to those provisions which allow the District to discontinue or decrease water service in the case of a water shortage or other emergency.

6. District is Not Conveying a Water Right. This Agreement is not intended to, and does not, convey any water right (decreed or undecreed) owned by the District.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject contained herein and it may only be modified or amended in writing, signed by both parties.

8. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the state of Colorado.

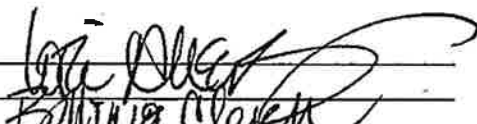
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Water Allowance Transfer Agreement on the date first above written. By the signature(s) below, each Party affirms that it has taken all necessary actions to authorize said representative to execute this Agreement.

**WOODMOOR WATER AND
SANITATION DISTRICT NO. 1**

By: 
Title: Dist. MGR.

ATTEST:

By: 
Title: Billing Clerk

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

The foregoing instrument was acknowledged before me this 29th day of April, 2003, by Phillip A. Steininger
and Lori L. Akers as District Manager
and Billing Clerk of Woodmoor Water and Sanitation District No. 1.

WITNESS my hand and official seal.

My commission expires: 1-14-04


Notary Public Hope Winkler

GARY E. WALTERS

Gary E. Walters

STATE OF COLORADO

)
)ss.
)

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 22 day of January 2004, ~~2003~~, by Gary E. Walters.

WITNESS my hand and official seal.

My commission expires:

1-14-08

Hope Winkler
Notary Public



RICHARD V. WALTERS

Richard V. Walters

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

The foregoing instrument was acknowledged before me this 22 day of January, 2004, 2003, by Richard V. Walters.

WITNESS my hand and official seal.

My commission expires: 1-14-08

Hope Winkler
Notary Public



KATHLEEN D. WALTERS

Kathleen D. Walters

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

The foregoing instrument was acknowledged before me this 22 day of January 2004, ~~2003~~, by Kathleen D. Walters.

WITNESS my hand and official seal.

My commission expires: 1-14-08

Hope Winkler
Notary Public





CARL W. FISCHER

Carl W Fischer

STATE OF COLORADO)

COUNTY OF EL PASO)

)
)ss.
)

The foregoing instrument was acknowledged before me this 22nd day of January, 2003, by Carl W. Fischer.

WITNESS my hand and official seal.

My commission expires:

September 30, 2007

[Signature]

Notary Public



Water xfer agreement

EXHIBIT A

The Property

WALTERS ESTATE
SOUTH WOODMOOR

APRIL 10, 2003

Parcel Number	Acres	Legal Description
7124103028	13.43	Tract A Woodmoor Greens
7124201001	29.38	Tract B Woodmoor
7124204029	18.56	Tract D Woodmoor Placer
7123102044	1.72	Tract F
7123102041	19.25	Tract F Woodmoor
7124202008	51.06	Tracts B & C Woodmoor Placer
7123103007	0.367	Tract H Woodmoor
TOTAL	133.767	

MULTI-FAMILY

Lot 10	7123103009	2.58	Woodmoor Placer
Lot 11	7123103011	3.22	Woodmoor Placer
Lot 12	7123105001	2.35	Woodmoor Placer
Lot 14	7124202010	2.89	Woodmoor Placer
Lot 15	7124202011	6.56	Woodmoor Placer
Lot 16	7124204028	4.85	Woodmoor Placer
Lot 17	7124204027	8.83	Woodmoor Placer
	Total	31.28	

GRAND TOTAL **165.047**

Chuck Broerman
07/23/2020 04:36:29 PM
Doc \$0.00
Rec \$148.00

El Paso County, CO

220108352

#20A

SUPPLEMENTAL WATER USAGE AND SERVICE AGREEMENT

by and between

WOODMOOR WATER & SANITATION DISTRICT NO. 1

and

PT CLOVERLEAF, LLC

This Supplemental Water Usage and Service Agreement (this "Agreement") is entered into and effective this 16 day of July, 2020 between the **WOODMOOR WATER & SANITATION DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and **PT CLOVERLEAF, LLC**, Colorado limited liability company (the "Developer").

WHEREAS, the District is the owner of all of the underground water rights within its boundaries, and has established a policy of allocating one-half (½) acre-foot of water per acre, per year, to each property within the District (the "Water Policy"); and

WHEREAS, the Developer is the owner of and developing six (6) parcels of property, totaling 38.727 acres and all located within the District's boundaries, and which are described and shown in **Exhibit A** as Parcel 1 and Parcels 2-1 through 2-5 (collectively, the "Property"), on which Developer intends to construct 150 single family homes and other improvements including irrigated common landscape and non-irrigated common landscape (the "Development") and

WHEREAS, pursuant to that certain Water Allowance Transfer Agreement entered into April 29th, 2003 and recorded in the records of the Clerk and Recorder of El Paso County, State of Colorado, under reception number 205040027 (the "Transfer Agreement"), the District and the then owners of the Property agreed to allocate the water service commitment under the Water Policy attributable to Remainder Parcels, as defined therein, to the Multi-Family Parcels, as defined therein; and

WHEREAS, by virtue of said Transfer Agreement and the allocation of water service commitment agreed to therein the Property and certain other property (collectively referred to herein as the "Walters Property") are allocated, 4.293 acre feet of water per year or .0321 acre feet of water per year per acre of the Walters Property; and

WHEREAS, the Property comprises a portion of the Walters Property and is entitled to a pro rata share of the 4.293 acre feet of water per year or .0322 acre feet of water per year per acre (the "Transfer Agreement Allocation"); and

WHEREAS, WOSC, LLC, a Colorado limited liability company ("WOSC") is the owner of nine (9) parcels of property, totaling 94.4242 acres and all located within the District's boundaries, and which are described and shown in **Exhibit B** as Parcel 1 through Parcel 9 (collectively, the "WOSC Land"). The WOSC Land comprises the remainder of the Walters Property and is entitled to a pro rata share of the 4.293 acre feet of water per year which equates to 3.044 acre feet of water per year (the "WOSC Transfer Agreement Allocation"); and

WHEREAS, pursuant to that certain Agreement Concerning Woodmoor Water and Sanitation District Water Service Commitment entered into July 16, 2020, and recorded in the records of the Clerk and recorder of El Paso County, State of Colorado, under reception number 2246835 WOSC and the Developer agreed to allocate the entire WOSC Transfer Agreement Allocation to the Property; and

WHEREAS, the Development's anticipated water service demand at build-out is expected to be such that the Development will use more water than is allocated to the Property under the District's Water Policy and the Transfer Agreement Allocation; and

WHEREAS, to the extent the District, in its sole discretion, determines that the District's resources are adequate, the District may allocate water service to the Development for use on the Property in an amount over and above that allocated under the Water Policy and Transfer Agreement Allocation (the "Supplemental Water Service"), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the District has decided to allocate Supplemental Water Service for use on the Property subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Developer desires that it be able to use the Supplemental Water Service Share, as hereafter defined, on the Property in a fashion that meets Developer's commercial needs.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and sufficient consideration, the parties agree as follows:

1. Adjusted Water Policy Share. Pursuant to the Water Policy and Transfer Agreement, the District may allocate for service to the Property a proportionate amount of the Transfer Agreement Allocation plus the WOSC Transfer Agreement Allocation. The pro rata share, which is equal to 1.249 acre feet annually plus the WOSC Transfer Agreement Allocation, which is 3.044 acre feet annually equals 4.293 acre feet annually (the "Adjusted Share"). The District shall serve the Property with the Adjusted Share, subject to the District Rules and Regulations, as amended from time to time, and subject to availability of resources adequate to meet all prior District allocations.

2. Developer Calculated Total Demand. The anticipated water demand for the Development, as calculated by the Developer is 54.630 acre-feet per year (150 homes x 0.3584

acre feet/home + 1.74 acres of irrigated common space x 0.50 acre feet/acre) (the “Calculated Demand”). The Calculated Demand is based on the District’s Standard Demand Table.

3. Supplemental Water Service Share Reservation/Option, Charge and Requirements.

a. *Supplemental Water Service Share.* The total anticipated supplemental water demand for the Development at buildout is 50.337 acre-feet/year based on the District’s Standard Demand Table. The District agrees, subject to the terms of this Agreement and the District Rules and Regulations, as amended from time to time, and subject to availability of resources adequate to meet all prior District allocations, to serve the Property with 50.337 acre-feet/year of supplemental water service (the “Supplemental Water Service Share”).

b. *Reservation/Option Charge.* In exchange for the District’s commitment to provide supplemental water service described herein, the Developer agrees to pay the District:

(i) *For 2020.* Concurrently with the execution of this Agreement, Developer shall pay \$40,702.95 for the 2020 Annual Option Payment (as defined in 3.b(ii) below) calculated as 6/12 of calendar year 2020 for which water service shall be available and assuming that the full amount of the Supplemental Water Service share is optioned in 2020.

(ii) *For 2021 and Beyond.* By January 30, 2021, and by January 30 of each subsequent year, Developer shall pay to the District a sum of money equal to the following:

Tier 2 Option Payment:

38.727 acre-feet of the Supplemental Water Service Share is classified as “Tier 2” supplemental water under the District’s policy (the “Tier 2 Reserve Share”), as defined and described in the District’s Supplemental Water Policy. The option payment for the Tier 2 Reserve Share shall be the then existing Supplemental Water Base Rate (as established by the Water Policy, from time to time, currently \$29,000/acre foot) multiplied by 0.05 then multiplied by 38.727 acre feet, or the balance of the Tier 2 Reserve Share, whichever is less.

Tier 3 Option Payment:

11.610 acre-feet of the Supplemental Water Service Share is classified as “Tier 3” supplemental water under the District’s policy (the “Tier 3 Reserve Share”) and Tier 3 Reserve Share water shall be available and provided only to the extent Developer fully utilizes all Tier 2 Reserve Share first in a particular year. The option payment for the Tier 3 Reserve Share is the then existing Supplemental Water Base Rate (as established by the Water Policy, from time to time, currently \$29,000/acre foot)

multiplied by a 1.5 premium multiplier, multiplied by 0.05 then multiplied by 11.610 acre feet or the balance of the Tier 3 Reserve Share, whichever is less.

The Tier 2 Option Payment and the Tier 3 Option Payment are collectively referred to as the "Annual Option Payment". Regardless of whether the Developer exercises the option on some or all of the remaining Supplemental Water Service Share in a given year, the Developer shall not receive a rebate on any portion of the first or any subsequent Annual Option Payment. For purposes of calculating the Annual Option Payment due in the year this Agreement is entered into, a partial month shall be treated the same as a full month.

(iii) The Developer may exercise its option on the Supplemental Water Service Share, or any portion of the Supplemental Water Service Share, at any time, subject to the limitations and conditions contained in this Agreement, by paying the District a sum of money equal to: the then current Supplemental Water Service Base Rate multiplied by the number of acre feet of Supplemental Water Service Share the Developer is ready to use on the Property that are Tier 2 Reserve Share plus the sum of the then current Supplemental Water Service Base Rate multiplied by 1.5 multiplied by the number of acre feet of Supplemental Water Service Share the Developer is ready to use on the Property that are Tier 3 Reserve Share. Unless the Developer furnishes the District with written notice terminating the option on the Supplemental Water Service Share (or any portion thereof) by January 1, the Developer shall pay by January 30th of each year the Annual Option Payment. The District shall keep all Annual Option Payments regardless of whether the Property is developed. In the event the Developer fails to pay the Annual Option Payment when due, this Agreement shall terminate 30 days after written notice is given by the District and the District shall cease to set aside and make available the Supplemental Water Service Share and Developer shall forfeit all amounts paid for Annual Option Payments.

- c. *Conditional Acceptance Requirement; Charges.* Developer, (as used in this Agreement, Developer means Developer, and its assigns and successors), shall within 365 days of having paid in full for the purchase of the Supplemental Water Service Share: obtain the District's conditional acceptance, granted in its sole discretion, of utilities installation for the Development or any such phase of the Development. If the Developer fails to meet the aforementioned requirement, then the Developer shall annually pay to the District the difference (per acre-foot) between the then current aggregate value of the Supplemental Water Service Share (based on the existing Supplemental Water Base Rate) and the previous year's aggregate value of the Supplemental Water Service Share (based on the District's previous year's Supplemental Water Base Rate). The Developer shall be responsible for paying such amount within ten (10) days from the date of the notice issued in writing by the District ("Notice") and thereafter annually by July 31st (if the Notice was provided on or after December 31st but before July 21st) or

by January 10th (if the Notice was provided on or after July 21st but before December 31st). Failure to timely pay such annual amount may result in the District withholding any and all water service to the Property until such time as payment in full has been made. The Developer's obligation to make such annual payments shall terminate upon the Developer obtaining conditional acceptance of the utilities installation for the Development or any such phase of the Development, albeit late; regardless of when conditional acceptance is obtained, Developer is not entitled to receive a rebate on any portion of the annual payments due under this section.

4. Agreement shall bind the Property. This Agreement shall be recorded in the real estate records in office of the El Paso County Clerk and Recorder and all of the commitments contained herein shall run with the land and be binding upon the Property, and all portions thereof, and shall bind all future owners of all or any portion of the Property.

5. Limitations Upon Supplemental Water Service Commitment. The District's commitment to furnish the Supplemental Water Service to the Property is not intended to and does not exempt the Property from the District Rules and Regulations. The Property is subject to all provisions of the Rules and Regulations, as the same may be amended from time to time, including but not limited to those provisions that allow the District to discontinue or decrease water service in the case of a water shortage or other emergency.

6. District is Not Conveying a Water Right. This Agreement is not intended to, and does not, convey to the Developer any water right (decreed or undecreed) owned by the District.

7. No Speculation. Nothing herein is intended nor shall it be construed as a grant to Developer or any of its assigns or its successors in interest to the Property a right to speculate on the Supplemental Water Service Share described in this Agreement. Developer, including its assigns and its successors, shall not speculate on the Supplemental Water Service Share or take any action or do anything that would allow any other person to speculate on the Supplemental Water Service Share.


8. Reversion. In the event the use or zoning of any portion of the Property is modified by El Paso County such that the Supplemental Water Service, or any portion thereof, is determined by the District to no longer be needed to meet the applicable water requirements, then the Supplemental Water Service or such portion thereof which is no longer needed, shall revert back to the District, who shall cease to allocate it annually for the Property.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject contained herein and it may only be modified or amended in writing, signed by both parties.

10. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

11. Assignment. This Agreement shall not be assigned without prior written consent of the non-assigning party.

WOODMOOR WATER AND
SANITATION DISTRICT NO. 1



By: Brian X. Bush
Title: President

Attest:



By: William F. Clewe, III

Title: Secretary

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

The foregoing instrument was acknowledged before me this 16 day of July, 2020, by Brian X. Bush and William F. Clewe, III as President and Secretary of Woodmoor Water and Sanitation District No. 1.

WITNESS my hand and official seal.

My commission expires: 12-23-22


Notary Public

PT CLOVERLEAF, LLC



By: Andrew J. Biggs

Title: Manager

STATE OF COLORADO

)

ss.

COUNTY OF EL PASO

)

The foregoing instrument was acknowledged before me this 16 day of July, 2020, by Andrew J. Biggs as Manager of PT CLOVERLEAF, LLC.

WITNESS my hand and official seal.

My commission expires: 02-26-2022


Notary Public

KIMBERLY J MCGUIRE
Notary Public
State of Colorado
Notary ID # 20184008996
My Commission Expires 02-26-2022

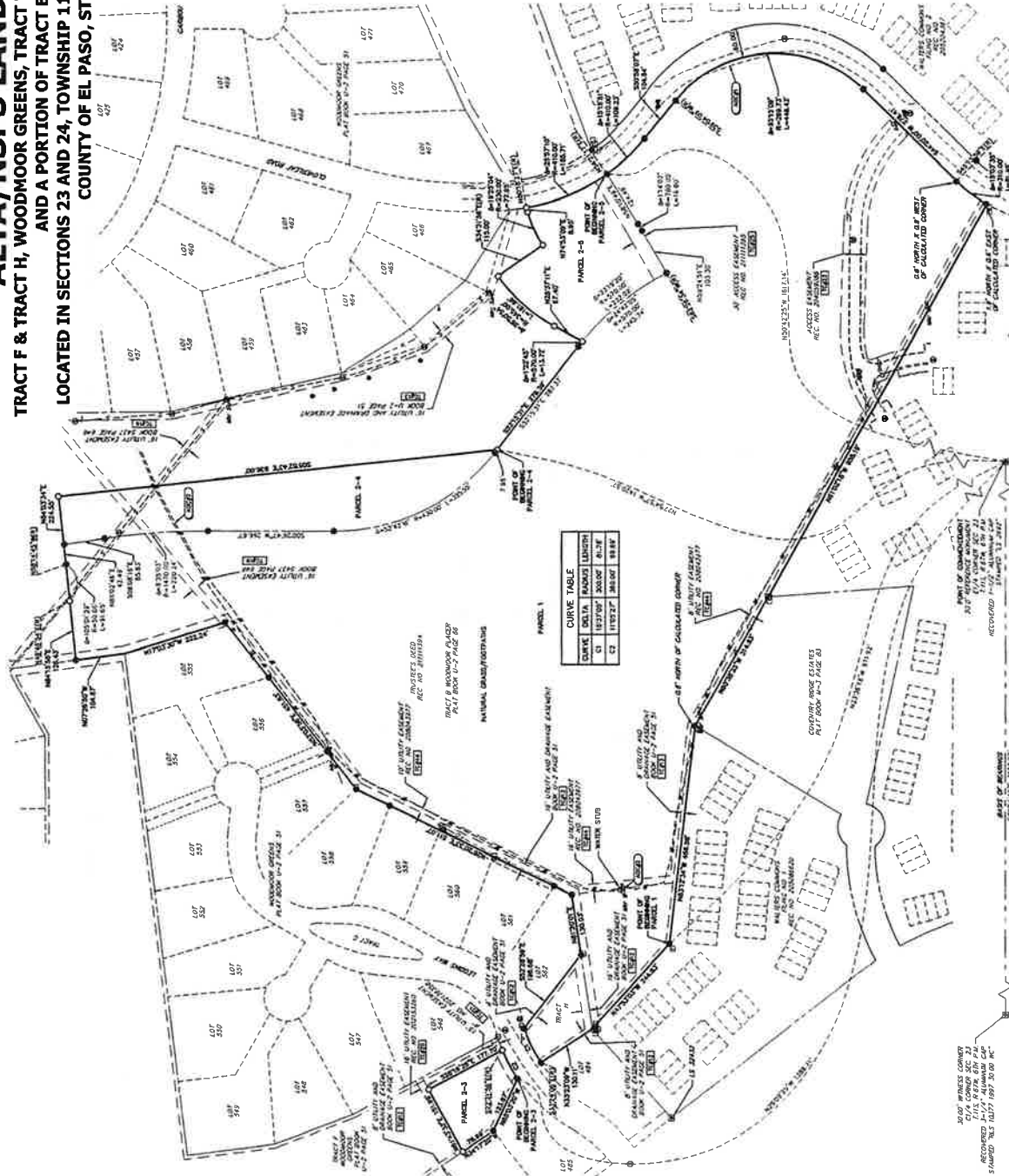
EXHIBIT A

Property Description

(ALTA/NSPS LAND TITLE SURVEY, TRACT F, TRACT H & TRACT B WOODMOOR,
prepared by JR Engineering, certification date 5/19/2020, Sheets 1 – 3)

ALTA/NSPS LAND TITLE SURVEY

TRACT F & TRACT H, WOODMOOR GREENS, TRACT F WOODMOOR GREENS VACATION L496-500
AND A PORTION OF TRACT B, WOODMOOR PLACER
LOCATED IN SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF EL PASO, STATE OF COLORADO



LEGEND

- RECOVERED 1/4" ALUMINUM CAP
- RECOVERED 1/4" ALUMINUM CAP
- RECOVERED 1/4" YELLOW PLASTIC CAP
- ALLEGED
- RECOVERED # REBAR
- RECOVERED 1/2" ALUMINUM CAP
- RECOVERED AS REBAR
- RECOVERED 1/4" RED PLASTIC CAP
- STAMPED "L 1948"
- SET 1/2" REBAR BY 1/2" ALUMINUM CAP
- ELEC. FACILITY
- ELEC. FACILITY
- WATER METER
- MAXIMUM TENSILE MARKER
- F.C. MARKER
- WATER TAP
- SIGN
- BENCHMARK
- (R) RADIAL BEARING



100 50 0 100
ORIGINAL SCALE 1" = 100'

CURVE TABLE		
CURVE	DELTA	RADIUS LENGTH
C1	187°50'	2000.0'-R
C2	175°22'	2800.0'-R

ALTA/NSPS LAND TITLE SURVEY			
1	RECORD TITLE	DATE	BY
2	RECORD TITLE	DATE	BY
3	RECORD TITLE	DATE	BY
4	RECORD TITLE	DATE	BY
5	RECORD TITLE	DATE	BY
6	RECORD TITLE	DATE	BY
7	RECORD TITLE	DATE	BY
8	RECORD TITLE	DATE	BY
9	RECORD TITLE	DATE	BY
10	RECORD TITLE	DATE	BY
11	RECORD TITLE	DATE	BY
12	RECORD TITLE	DATE	BY
13	RECORD TITLE	DATE	BY
14	RECORD TITLE	DATE	BY
15	RECORD TITLE	DATE	BY
16	RECORD TITLE	DATE	BY
17	RECORD TITLE	DATE	BY
18	RECORD TITLE	DATE	BY
19	RECORD TITLE	DATE	BY
20	RECORD TITLE	DATE	BY
21	RECORD TITLE	DATE	BY
22	RECORD TITLE	DATE	BY
23	RECORD TITLE	DATE	BY
24	RECORD TITLE	DATE	BY
25	RECORD TITLE	DATE	BY
26	RECORD TITLE	DATE	BY
27	RECORD TITLE	DATE	BY
28	RECORD TITLE	DATE	BY
29	RECORD TITLE	DATE	BY
30	RECORD TITLE	DATE	BY
31	RECORD TITLE	DATE	BY
32	RECORD TITLE	DATE	BY
33	RECORD TITLE	DATE	BY
34	RECORD TITLE	DATE	BY
35	RECORD TITLE	DATE	BY
36	RECORD TITLE	DATE	BY
37	RECORD TITLE	DATE	BY
38	RECORD TITLE	DATE	BY
39	RECORD TITLE	DATE	BY
40	RECORD TITLE	DATE	BY
41	RECORD TITLE	DATE	BY
42	RECORD TITLE	DATE	BY
43	RECORD TITLE	DATE	BY
44	RECORD TITLE	DATE	BY
45	RECORD TITLE	DATE	BY
46	RECORD TITLE	DATE	BY
47	RECORD TITLE	DATE	BY
48	RECORD TITLE	DATE	BY
49	RECORD TITLE	DATE	BY
50	RECORD TITLE	DATE	BY
51	RECORD TITLE	DATE	BY
52	RECORD TITLE	DATE	BY
53	RECORD TITLE	DATE	BY
54	RECORD TITLE	DATE	BY
55	RECORD TITLE	DATE	BY
56	RECORD TITLE	DATE	BY
57	RECORD TITLE	DATE	BY
58	RECORD TITLE	DATE	BY
59	RECORD TITLE	DATE	BY
60	RECORD TITLE	DATE	BY
61	RECORD TITLE	DATE	BY
62	RECORD TITLE	DATE	BY
63	RECORD TITLE	DATE	BY
64	RECORD TITLE	DATE	BY
65	RECORD TITLE	DATE	BY
66	RECORD TITLE	DATE	BY
67	RECORD TITLE	DATE	BY
68	RECORD TITLE	DATE	BY
69	RECORD TITLE	DATE	BY
70	RECORD TITLE	DATE	BY
71	RECORD TITLE	DATE	BY
72	RECORD TITLE	DATE	BY
73	RECORD TITLE	DATE	BY
74	RECORD TITLE	DATE	BY
75	RECORD TITLE	DATE	BY
76	RECORD TITLE	DATE	BY
77	RECORD TITLE	DATE	BY
78	RECORD TITLE	DATE	BY
79	RECORD TITLE	DATE	BY
80	RECORD TITLE	DATE	BY
81	RECORD TITLE	DATE	BY
82	RECORD TITLE	DATE	BY
83	RECORD TITLE	DATE	BY
84	RECORD TITLE	DATE	BY
85	RECORD TITLE	DATE	BY
86	RECORD TITLE	DATE	BY
87	RECORD TITLE	DATE	BY
88	RECORD TITLE	DATE	BY
89	RECORD TITLE	DATE	BY
90	RECORD TITLE	DATE	BY
91	RECORD TITLE	DATE	BY
92	RECORD TITLE	DATE	BY
93	RECORD TITLE	DATE	BY
94	RECORD TITLE	DATE	BY
95	RECORD TITLE	DATE	BY
96	RECORD TITLE	DATE	BY
97	RECORD TITLE	DATE	BY
98	RECORD TITLE	DATE	BY
99	RECORD TITLE	DATE	BY
100	RECORD TITLE	DATE	BY

RECOVERED 1/4" ALUMINUM CAP
RECOVERED 1/2" ALUMINUM CAP
STAMPED "L 1948" 20.00 RC"

DATE OF RECORDING
5-21-2020

RECOVERED 1/4" ALUMINUM CAP
RECOVERED 1/2" ALUMINUM CAP
STAMPED "L 1948" 20.00 RC"

DATE OF RECORDING
5-21-2020

DATE OF RECORDING
5-21-2020

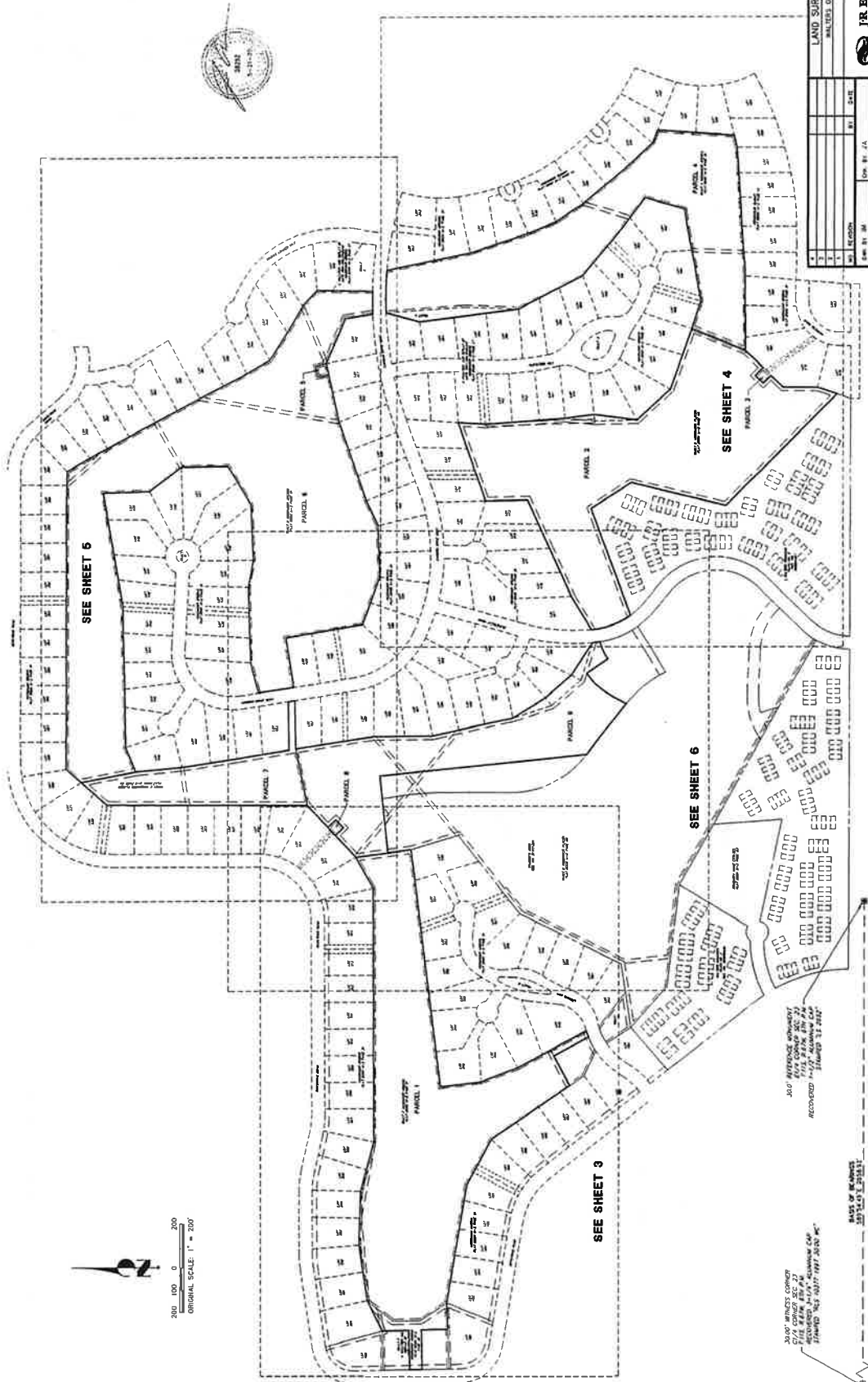
DATE OF RECORDING
5-21-2020

EXHIBIT B

WOSC Land Description

(LAND SURVEY PLAT, WALTERS OPEN SPACE, prepared by JR Engineering, dated
5/20/2020, Sheets 1 – 6)

LAND SURVEY PLAT
 LOCATED IN SECTIONS 13, 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
 COUNTY OF EL PASO, STATE OF COLORADO



200 100 0 100 200
 ORIGINAL SCALE: 1" = 200'

200' WIRELESS CORNER
 FILE WITH SURVEY
 RECORDED BY THE COUNTY CLERK
 FILED IN THE PUBLIC RECORDS OF EL PASO COUNTY, TEXAS
 JANUARY 15, 2020

BASED ON RECORDS
 OF THE COUNTY CLERK
 OF EL PASO COUNTY, TEXAS

LAND SURVEY PLAT		DATE	
SHEET NO.		OF	
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

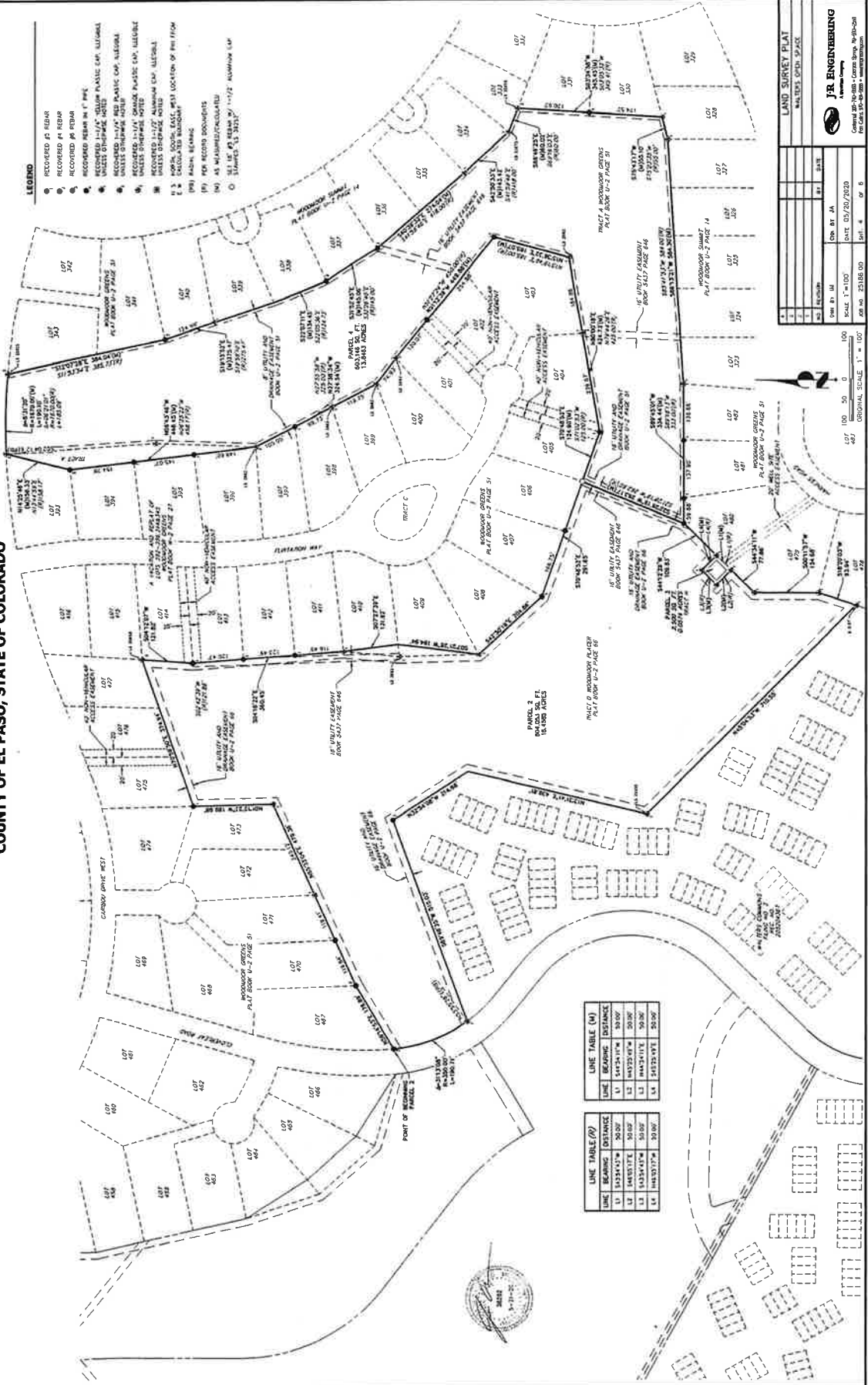
JR ENGINEERING
 A Member Company
 of the JACOBS GROUP
 10000 W. 10th Street, Suite 100
 Denver, CO 80231
 Tel: 303.750.0000
 Fax: 303.750.0001
 www.jr-engineering.com

LAND SURVEY PLAT

LOCATED IN SECTIONS 13, 23 and 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO

LEGEND

- RECOVERED #3 REBAR
- RECOVERED #4 REBAR
- RECOVERED #5 REBAR
- RECOVERED #6 REBAR
- RECOVERED #7 REBAR
- RECOVERED #8 REBAR
- RECOVERED #9 REBAR
- RECOVERED #10 REBAR
- RECOVERED #11 REBAR
- RECOVERED #12 REBAR
- RECOVERED #13 REBAR
- RECOVERED #14 REBAR
- RECOVERED #15 REBAR
- RECOVERED #16 REBAR
- RECOVERED #17 REBAR
- RECOVERED #18 REBAR
- RECOVERED #19 REBAR
- RECOVERED #20 REBAR
- RECOVERED #21 REBAR
- RECOVERED #22 REBAR
- RECOVERED #23 REBAR
- RECOVERED #24 REBAR
- RECOVERED #25 REBAR
- RECOVERED #26 REBAR
- RECOVERED #27 REBAR
- RECOVERED #28 REBAR
- RECOVERED #29 REBAR
- RECOVERED #30 REBAR
- RECOVERED #31 REBAR
- RECOVERED #32 REBAR
- RECOVERED #33 REBAR
- RECOVERED #34 REBAR
- RECOVERED #35 REBAR
- RECOVERED #36 REBAR
- RECOVERED #37 REBAR
- RECOVERED #38 REBAR
- RECOVERED #39 REBAR
- RECOVERED #40 REBAR
- RECOVERED #41 REBAR
- RECOVERED #42 REBAR
- RECOVERED #43 REBAR
- RECOVERED #44 REBAR
- RECOVERED #45 REBAR
- RECOVERED #46 REBAR
- RECOVERED #47 REBAR
- RECOVERED #48 REBAR
- RECOVERED #49 REBAR
- RECOVERED #50 REBAR
- RECOVERED #51 REBAR
- RECOVERED #52 REBAR
- RECOVERED #53 REBAR
- RECOVERED #54 REBAR
- RECOVERED #55 REBAR
- RECOVERED #56 REBAR
- RECOVERED #57 REBAR
- RECOVERED #58 REBAR
- RECOVERED #59 REBAR
- RECOVERED #60 REBAR
- RECOVERED #61 REBAR
- RECOVERED #62 REBAR
- RECOVERED #63 REBAR
- RECOVERED #64 REBAR
- RECOVERED #65 REBAR
- RECOVERED #66 REBAR
- RECOVERED #67 REBAR
- RECOVERED #68 REBAR
- RECOVERED #69 REBAR
- RECOVERED #70 REBAR
- RECOVERED #71 REBAR
- RECOVERED #72 REBAR
- RECOVERED #73 REBAR
- RECOVERED #74 REBAR
- RECOVERED #75 REBAR
- RECOVERED #76 REBAR
- RECOVERED #77 REBAR
- RECOVERED #78 REBAR
- RECOVERED #79 REBAR
- RECOVERED #80 REBAR
- RECOVERED #81 REBAR
- RECOVERED #82 REBAR
- RECOVERED #83 REBAR
- RECOVERED #84 REBAR
- RECOVERED #85 REBAR
- RECOVERED #86 REBAR
- RECOVERED #87 REBAR
- RECOVERED #88 REBAR
- RECOVERED #89 REBAR
- RECOVERED #90 REBAR
- RECOVERED #91 REBAR
- RECOVERED #92 REBAR
- RECOVERED #93 REBAR
- RECOVERED #94 REBAR
- RECOVERED #95 REBAR
- RECOVERED #96 REBAR
- RECOVERED #97 REBAR
- RECOVERED #98 REBAR
- RECOVERED #99 REBAR
- RECOVERED #100 REBAR



LINE TABLE (P)		LINE TABLE (M)	
LINE	BEARING	LINE	BEARING
L1	S45°14'11"W	L1	S45°14'11"W
L2	S45°14'11"E	L2	S45°14'11"E
L3	S45°14'11"W	L3	S45°14'11"W
L4	S45°14'11"E	L4	S45°14'11"E

LAND SURVEY PLAT			
MARKS OPEN SPACE			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

JR ENGINEERING
 10000 E. 10th Street, Suite 100
 Denver, CO 80231
 Phone: 303.755.1000
 Fax: 303.755.1001
 www.jr-engineering.com

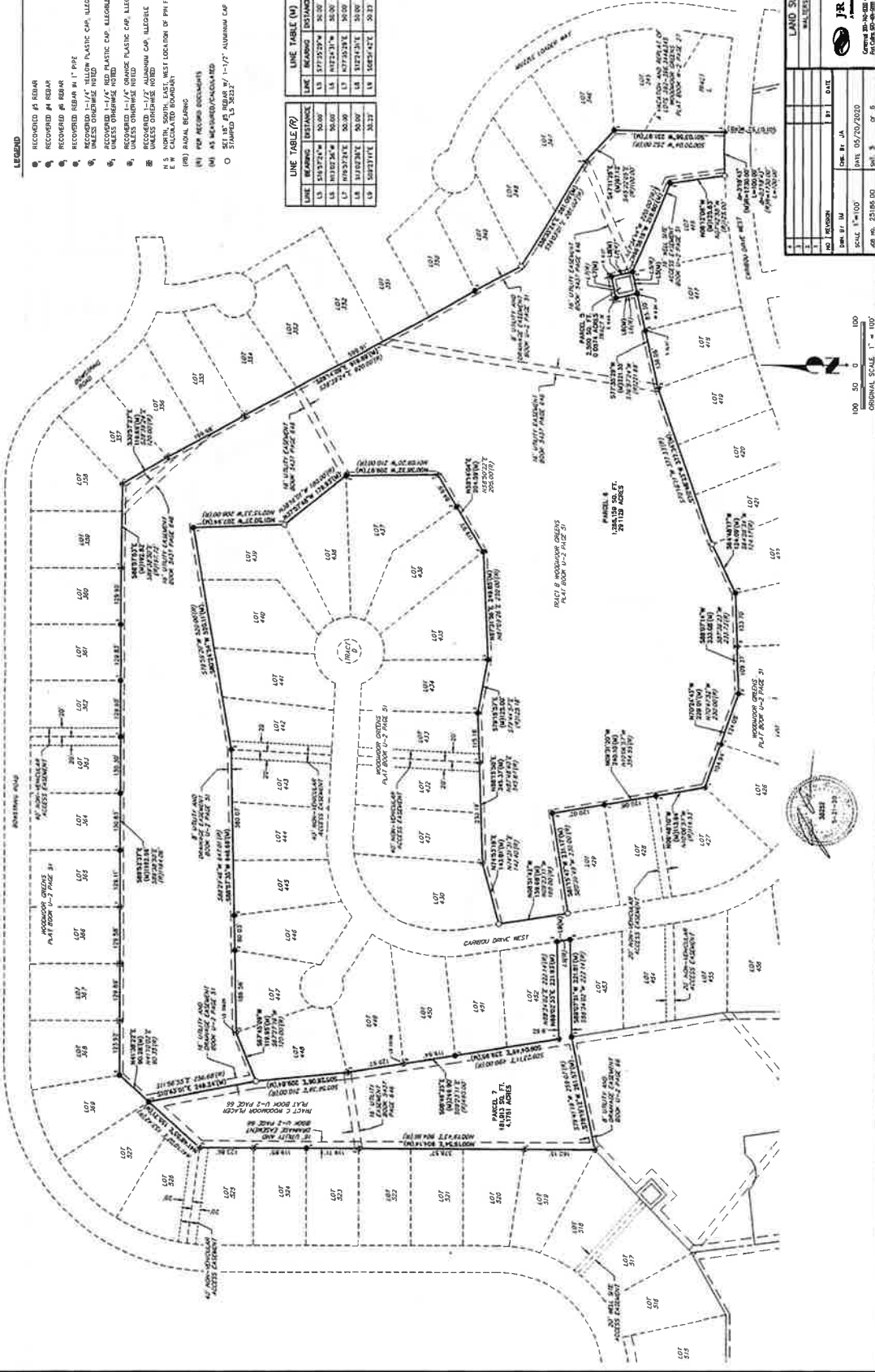
DATE: 03/20/2020
 SCALE: 1"=100'
 ORIGINAL SCALE: 1"=100'
 SHEET: 4 OF 6

LAND SURVEY PLAT

LOCATED IN SECTIONS 13, 23 and 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO

- LEGEND**
- ① RECORDED IN REAR
 - ② RECORDED IN REAR
 - ③ RECORDED IN REAR
 - ④ RECORDED IN REAR IN 1" P&E
 - ⑤ RECORDED 1-1/4" YELLOW PLASTIC CAP, ALLEGED
 - ⑥ UNLESS OTHERWISE NOTED
 - ⑦ UNLESS OTHERWISE NOTED
 - ⑧ UNLESS OTHERWISE NOTED
 - ⑨ UNLESS OTHERWISE NOTED
 - ⑩ UNLESS OTHERWISE NOTED
 - ⑪ UNLESS OTHERWISE NOTED
 - ⑫ UNLESS OTHERWISE NOTED
 - ⑬ UNLESS OTHERWISE NOTED
 - ⑭ UNLESS OTHERWISE NOTED
 - ⑮ UNLESS OTHERWISE NOTED
 - ⑯ UNLESS OTHERWISE NOTED
 - ⑰ UNLESS OTHERWISE NOTED
 - ⑱ UNLESS OTHERWISE NOTED
 - ⑲ UNLESS OTHERWISE NOTED
 - ⑳ UNLESS OTHERWISE NOTED
 - ㉑ UNLESS OTHERWISE NOTED
 - ㉒ UNLESS OTHERWISE NOTED
 - ㉓ UNLESS OTHERWISE NOTED
 - ㉔ UNLESS OTHERWISE NOTED
 - ㉕ UNLESS OTHERWISE NOTED
 - ㉖ UNLESS OTHERWISE NOTED
 - ㉗ UNLESS OTHERWISE NOTED
 - ㉘ UNLESS OTHERWISE NOTED
 - ㉙ UNLESS OTHERWISE NOTED
 - ㉚ UNLESS OTHERWISE NOTED
 - ㉛ UNLESS OTHERWISE NOTED
 - ㉜ UNLESS OTHERWISE NOTED
 - ㉝ UNLESS OTHERWISE NOTED
 - ㉞ UNLESS OTHERWISE NOTED
 - ㉟ UNLESS OTHERWISE NOTED
 - ㊱ UNLESS OTHERWISE NOTED
 - ㊲ UNLESS OTHERWISE NOTED
 - ㊳ UNLESS OTHERWISE NOTED
 - ㊴ UNLESS OTHERWISE NOTED
 - ㊵ UNLESS OTHERWISE NOTED
 - ㊶ UNLESS OTHERWISE NOTED
 - ㊷ UNLESS OTHERWISE NOTED
 - ㊸ UNLESS OTHERWISE NOTED
 - ㊹ UNLESS OTHERWISE NOTED
 - ㊺ UNLESS OTHERWISE NOTED
 - ㊻ UNLESS OTHERWISE NOTED
 - ㊼ UNLESS OTHERWISE NOTED
 - ㊽ UNLESS OTHERWISE NOTED
 - ㊾ UNLESS OTHERWISE NOTED
 - ㊿ UNLESS OTHERWISE NOTED

LINE	BEARING	DISTANCE	LINE TABLE (M)
L1	S14°32'24" W	50.00	L1 177.9257 M 50.00
L2	S89°52'36" E	50.00	L2 89.9257 M 50.00
L3	S14°32'24" W	50.00	L3 177.9257 M 50.00
L4	S89°52'36" E	50.00	L4 89.9257 M 50.00
L5	S14°32'24" W	50.00	L5 177.9257 M 50.00
L6	S89°52'36" E	50.00	L6 89.9257 M 50.00
L7	S14°32'24" W	50.00	L7 177.9257 M 50.00
L8	S89°52'36" E	50.00	L8 89.9257 M 50.00
L9	S14°32'24" W	50.00	L9 177.9257 M 50.00
L10	S89°52'36" E	50.00	L10 89.9257 M 50.00

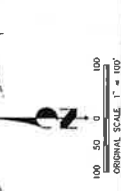


LAND SURVEY PLAT
WALTER ELLIS SPACE

DATE: 05/20/2020
SCALE: 1" = 100'
JOB NO.: 251846.DWG
SHEET: 3 OF 5

J.R. ENGINEERING
Professional Engineer
Colorado License No. 10540-001
El Paso, Colorado

NO.	REVISION	DATE
1	ISSUED	05/20/2020



Chuck Broerman
07/23/2020 04:36:29 PM
Doc \$0.00 19
Rec \$148.00 Pages

El Paso County, CO

220108352

#20B

SUPPLEMENTAL WATER USAGE AND SERVICE AGREEMENT

by and between

WOODMOOR WATER & SANITATION DISTRICT NO. 1

and

PT CLOVERLEAF, LLC

This Supplemental Water Usage and Service Agreement (this "Agreement") is entered into and effective this 16 day of July, 2020 between the **WOODMOOR WATER & SANITATION DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and **PT CLOVERLEAF, LLC**, Colorado limited liability company (the "Developer").

WHEREAS, the District is the owner of all of the underground water rights within its boundaries, and has established a policy of allocating one-half ($\frac{1}{2}$) acre-foot of water per acre, per year, to each property within the District (the "Water Policy"); and

WHEREAS, the Developer is the owner of and developing six (6) parcels of property, totaling 38.727 acres and all located within the District's boundaries, and which are described and shown in **Exhibit A** as Parcel 1 and Parcels 2-1 through 2-5 (collectively, the "Property"), on which Developer intends to construct 150 single family homes and other improvements including irrigated common landscape and non-irrigated common landscape (the "Development") and

WHEREAS, pursuant to that certain Water Allowance Transfer Agreement entered into April 29th, 2003 and recorded in the records of the Clerk and Recorder of El Paso County, State of Colorado, under reception number 205040027 (the "Transfer Agreement"), the District and the then owners of the Property agreed to allocate the water service commitment under the Water Policy attributable to Remainder Parcels, as defined therein, to the Multi-Family Parcels, as defined therein; and

WHEREAS, by virtue of said Transfer Agreement and the allocation of water service commitment agreed to therein the Property and certain other property (collectively referred to herein as the "Walters Property") are allocated, 4.293 acre feet of water per year or .0321 acre feet of water per year per acre of the Walters Property; and

WHEREAS, the Property comprises a portion of the Walters Property and is entitled to a pro rata share of the 4.293 acre feet of water per year or .0322 acre feet of water per year per acre (the "Transfer Agreement Allocation"); and

WHEREAS, WOSC, LLC, a Colorado limited liability company (“WOSC”) is the owner of nine (9) parcels of property, totaling 94.4242 acres and all located within the District's boundaries, and which are described and shown in **Exhibit B** as Parcel 1 through Parcel 9 (collectively, the “WOSC Land”). The WOSC Land comprises the remainder of the Walters Property and is entitled to a pro rata share of the 4.293 acre feet of water per year which equates to 3.044 acre feet of water per year (the “WOSC Transfer Agreement Allocation”); and

WHEREAS, pursuant to that certain Agreement Concerning Woodmoor Water and Sanitation District Water Service Commitment entered into July 16, 2020, and recorded in the records of the Clerk and recorder of El Paso County, State of Colorado, under reception number 2206835 WOSC and the Developer agreed to allocate the entire WOSC Transfer Agreement Allocation to the Property; and

WHEREAS, the Development's anticipated water service demand at build-out is expected to be such that the Development will use more water than is allocated to the Property under the District's Water Policy and the Transfer Agreement Allocation; and

WHEREAS, to the extent the District, in its sole discretion, determines that the District's resources are adequate, the District may allocate water service to the Development for use on the Property in an amount over and above that allocated under the Water Policy and Transfer Agreement Allocation (the "Supplemental Water Service"), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the District has decided to allocate Supplemental Water Service for use on the Property subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Developer desires that it be able to use the Supplemental Water Service Share, as hereafter defined, on the Property in a fashion that meets Developer's commercial needs.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and sufficient consideration, the parties agree as follows:

1. Adjusted Water Policy Share. Pursuant to the Water Policy and Transfer Agreement, the District may allocate for service to the Property a proportionate amount of the Transfer Agreement Allocation plus the WOSC Transfer Agreement Allocation. The pro rata share, which is equal to 1.249 acre feet annually plus the WOSC Transfer Agreement Allocation, which is 3.044 acre feet annually equals 4.293 acre feet annually (the “Adjusted Share”). The District shall serve the Property with the Adjusted Share, subject to the District Rules and Regulations, as amended from time to time, and subject to availability of resources adequate to meet all prior District allocations.

2. Developer Calculated Total Demand. The anticipated water demand for the Development, as calculated by the Developer is 54.630 acre-feet per year (150 homes x 0.3584

acre feet/home + 1.74 acres of irrigated common space x 0.50 acre feet/acre) (the “Calculated Demand”). The Calculated Demand is based on the District’s Standard Demand Table.

3. Supplemental Water Service Share Reservation/Option, Charge and Requirements.

- a. *Supplemental Water Service Share.* The total anticipated supplemental water demand for the Development at buildout is 50.337 acre-feet/year based on the District’s Standard Demand Table. The District agrees, subject to the terms of this Agreement and the District Rules and Regulations, as amended from time to time, and subject to availability of resources adequate to meet all prior District allocations, to serve the Property with 50.337 acre-feet/year of supplemental water service (the “Supplemental Water Service Share”).
- b. *Reservation/Option Charge.* In exchange for the District’s commitment to provide supplemental water service described herein, the Developer agrees to pay the District:

- (i) *For 2020.* Concurrently with the execution of this Agreement, Developer shall pay \$40,702.95 for the 2020 Annual Option Payment (as defined in 3.b(ii) below) calculated as 6/12 of calendar year 2020 for which water service shall be available and assuming that the full amount of the Supplemental Water Service share is optioned in 2020.

- (ii) *For 2021 and Beyond.* By January 30, 2021, and by January 30 of each subsequent year, Developer shall pay to the District a sum of money equal to the following:

Tier 2 Option Payment:

38.727 acre-feet of the Supplemental Water Service Share is classified as “Tier 2” supplemental water under the District’s policy (the “Tier 2 Reserve Share”), as defined and described in the District’s Supplemental Water Policy. The option payment for the Tier 2 Reserve Share shall be the then existing Supplemental Water Base Rate (as established by the Water Policy, from time to time, currently \$29,000/acre foot) multiplied by 0.05 then multiplied by 38.727 acre feet, or the balance of the Tier 2 Reserve Share, whichever is less.

Tier 3 Option Payment:

11.610 acre-feet of the Supplemental Water Service Share is classified as “Tier 3” supplemental water under the District’s policy (the “Tier 3 Reserve Share”) and Tier 3 Reserve Share water shall be available and provided only to the extent Developer fully utilizes all Tier 2 Reserve Share first in a particular year. The option payment for the Tier 3 Reserve Share is the then existing Supplemental Water Base Rate (as established by the Water Policy, from time to time, currently \$29,000/acre foot)

multiplied by a 1.5 premium multiplier, multiplied by 0.05 then multiplied by 11.610 acre feet or the balance of the Tier 3 Reserve Share, whichever is less.

The Tier 2 Option Payment and the Tier 3 Option Payment are collectively referred to as the "Annual Option Payment". Regardless of whether the Developer exercises the option on some or all of the remaining Supplemental Water Service Share in a given year, the Developer shall not receive a rebate on any portion of the first or any subsequent Annual Option Payment. For purposes of calculating the Annual Option Payment due in the year this Agreement is entered into, a partial month shall be treated the same as a full month.

(iii) The Developer may exercise its option on the Supplemental Water Service Share, or any portion of the Supplemental Water Service Share, at any time, subject to the limitations and conditions contained in this Agreement, by paying the District a sum of money equal to: the then current Supplemental Water Service Base Rate multiplied by the number of acre feet of Supplemental Water Service Share the Developer is ready to use on the Property that are Tier 2 Reserve Share plus the sum of the then current Supplemental Water Service Base Rate multiplied by 1.5 multiplied by the number of acre feet of Supplemental Water Service Share the Developer is ready to use on the Property that are Tier 3 Reserve Share. Unless the Developer furnishes the District with written notice terminating the option on the Supplemental Water Service Share (or any portion thereof) by January 1, the Developer shall pay by January 30th of each year the Annual Option Payment. The District shall keep all Annual Option Payments regardless of whether the Property is developed. In the event the Developer fails to pay the Annual Option Payment when due, this Agreement shall terminate 30 days after written notice is given by the District and the District shall cease to set aside and make available the Supplemental Water Service Share and Developer shall forfeit all amounts paid for Annual Option Payments.

- c. *Conditional Acceptance Requirement; Charges.* Developer, (as used in this Agreement, Developer means Developer, and its assigns and successors), shall within 365 days of having paid in full for the purchase of the Supplemental Water Service Share: obtain the District's conditional acceptance, granted in its sole discretion, of utilities installation for the Development or any such phase of the Development. If the Developer fails to meet the aforementioned requirement, then the Developer shall annually pay to the District the difference (per acre-foot) between the then current aggregate value of the Supplemental Water Service Share (based on the existing Supplemental Water Base Rate) and the previous year's aggregate value of the Supplemental Water Service Share (based on the District's previous year's Supplemental Water Base Rate). The Developer shall be responsible for paying such amount within ten (10) days from the date of the notice issued in writing by the District ("Notice") and thereafter annually by July 31st (if the Notice was provided on or after December 31st but before July 21st) or

by January 10th (if the Notice was provided on or after July 21st but before December 31st). Failure to timely pay such annual amount may result in the District withholding any and all water service to the Property until such time as payment in full has been made. The Developer's obligation to make such annual payments shall terminate upon the Developer obtaining conditional acceptance of the utilities installation for the Development or any such phase of the Development, albeit late; regardless of when conditional acceptance is obtained, Developer is not entitled to receive a rebate on any portion of the annual payments due under this section.

4. Agreement shall bind the Property. This Agreement shall be recorded in the real estate records in office of the El Paso County Clerk and Recorder and all of the commitments contained herein shall run with the land and be binding upon the Property, and all portions thereof, and shall bind all future owners of all or any portion of the Property.

5. Limitations Upon Supplemental Water Service Commitment. The District's commitment to furnish the Supplemental Water Service to the Property is not intended to and does not exempt the Property from the District Rules and Regulations. The Property is subject to all provisions of the Rules and Regulations, as the same may be amended from time to time, including but not limited to those provisions that allow the District to discontinue or decrease water service in the case of a water shortage or other emergency.

6. District is Not Conveying a Water Right. This Agreement is not intended to, and does not, convey to the Developer any water right (decreed or undecreed) owned by the District.

7. No Speculation. Nothing herein is intended nor shall it be construed as a grant to Developer or any of its assigns or its successors in interest to the Property a right to speculate on the Supplemental Water Service Share described in this Agreement. Developer, including its assigns and its successors, shall not speculate on the Supplemental Water Service Share or take any action or do anything that would allow any other person to speculate on the Supplemental Water Service Share.

8. Reversion. In the event the use or zoning of any portion of the Property is modified by El Paso County such that the Supplemental Water Service, or any portion thereof, is determined by the District to no longer be needed to meet the applicable water requirements, then the Supplemental Water Service or such portion thereof which is no longer needed, shall revert back to the District, who shall cease to allocate it annually for the Property.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject contained herein and it may only be modified or amended in writing, signed by both parties.

10. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

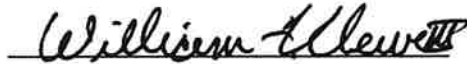
11. Assignment. This Agreement shall not be assigned without prior written consent of the non-assigning party.

WOODMOOR WATER AND
SANITATION DISTRICT NO. 1



By: Brian X. Bush
Title: President

Attest:



By: William F. Clewe, III

Title: Secretary

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

The foregoing instrument was acknowledged before me this 16 day of July, 2020, by Brian X. Bush and William F. Clewe, III as President and Secretary of Woodmoor Water and Sanitation District No. 1.

WITNESS my hand and official seal.

My commission expires: 12-23-22


Notary Public

PT CLOVERLEAF, LLC



By: Andrew J. Biggs
Title: Manager

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

The foregoing instrument was acknowledged before me this 16 day of July, 2020, by Andrew J. Biggs as Manager of PT CLOVERLEAF, LLC.

WITNESS my hand and official seal.

My commission expires: 02-26-2022



Notary Public

KIMBERLY J MCGUIRE
Notary Public
State of Colorado
Notary ID # 20184008996
My Commission Expires 02-26-2022

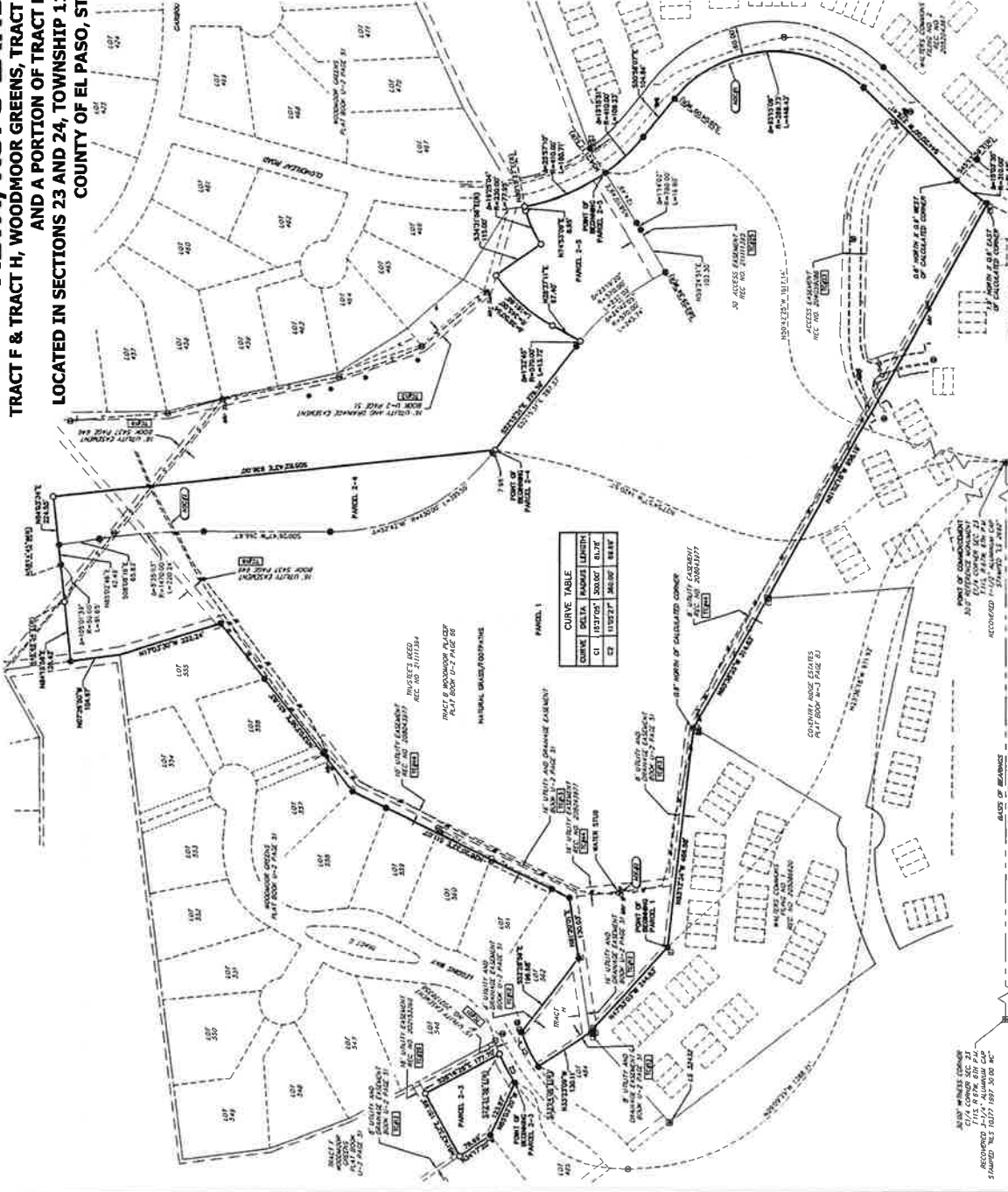
EXHIBIT A

Property Description

(ALTA/NSPS LAND TITLE SURVEY, TRACT F, TRACT H & TRACT B WOODMOOR,
prepared by JR Engineering, certification date 5/19/2020, Sheets 1 – 3)

ALTA/NSPS LAND TITLE SURVEY

TRACT F & TRACT H, WOODMOOR GREENS, TRACT F WOODMOOR GREENS VACATION L496-500 AND A PORTION OF TRACT B, WOODMOOR PLACER LOCATED IN SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO



- LEGEND**
- RECOVERED 1/4" OIL FIELD SURVEY STATION
 - RECOVERED 1/4" YELLOW PLASTIC CAP
 - RECOVERED #1 REBAR
 - RECOVERED 1/4" ALUMINUM CAP
 - RECOVERED #5 REBAR
 - RECOVERED 1/4" RED PLASTIC CAP
 - STATION #5 REBAR / 1-1/2" ALUMINUM CAP
 - STATION #3 REBAR
 - STATION #1 REBAR
 - STATION #2 REBAR
 - STATION #4 REBAR
 - STATION #6 REBAR
 - STATION #7 REBAR
 - STATION #8 REBAR
 - STATION #9 REBAR
 - STATION #10 REBAR
 - STATION #11 REBAR
 - STATION #12 REBAR
 - STATION #13 REBAR
 - STATION #14 REBAR
 - STATION #15 REBAR
 - STATION #16 REBAR
 - STATION #17 REBAR
 - STATION #18 REBAR
 - STATION #19 REBAR
 - STATION #20 REBAR
 - STATION #21 REBAR
 - STATION #22 REBAR
 - STATION #23 REBAR
 - STATION #24 REBAR
 - STATION #25 REBAR
 - STATION #26 REBAR
 - STATION #27 REBAR
 - STATION #28 REBAR
 - STATION #29 REBAR
 - STATION #30 REBAR
 - STATION #31 REBAR
 - STATION #32 REBAR
 - STATION #33 REBAR
 - STATION #34 REBAR
 - STATION #35 REBAR
 - STATION #36 REBAR
 - STATION #37 REBAR
 - STATION #38 REBAR
 - STATION #39 REBAR
 - STATION #40 REBAR
 - STATION #41 REBAR
 - STATION #42 REBAR
 - STATION #43 REBAR
 - STATION #44 REBAR
 - STATION #45 REBAR
 - STATION #46 REBAR
 - STATION #47 REBAR
 - STATION #48 REBAR
 - STATION #49 REBAR
 - STATION #50 REBAR

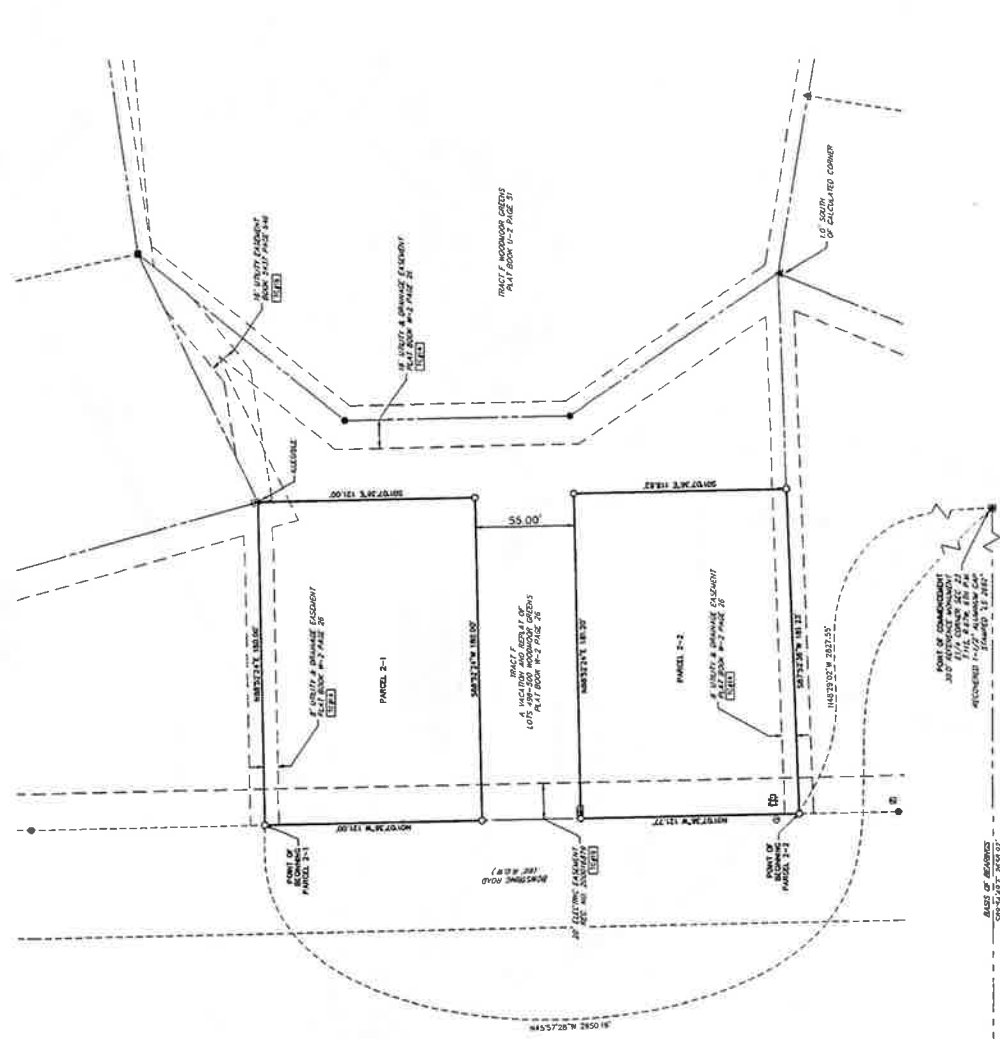


ALTA/NSPS LAND TITLE SURVEY			
1	TRACT F	DATE	11/15/2023
2	TRACT H	DATE	11/15/2023
3	SECTION 23	DATE	11/15/2023
4	SECTION 24	DATE	11/15/2023
5	TRACT F & TRACT H	DATE	11/15/2023
6	SECTION 23 & 24	DATE	11/15/2023
7	RANGE 67 WEST	DATE	11/15/2023
8	TOWNSHIP 11 SOUTH	DATE	11/15/2023
9	COUNTY OF EL PASO	DATE	11/15/2023
10	STATE OF COLORADO	DATE	11/15/2023
JR ENGINEERING A Professional Company 2220 N. WOODMOOR DRIVE, SUITE 100, DENVER, CO 80202 PHONE: (303) 755-1100 FAX: (303) 755-1101 WWW: JRENGINEERING.COM			

DATE: 11/15/2023
 TIME: 10:30 AM
 SCALE: 1"=100'
 SHEET: 2 OF 3

ALTA/NSPS LAND TITLE SURVEY

TRACT F & TRACT H WOODMOOR GREENS, TRACT F WOODMOOR GREENS VACATION L496-500
AND A PORTION OF TRACT B, WOODMOOR PLACER
LOCATED IN SECTIONS 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF EL PASO, STATE OF COLORADO



LEGEND

- RECOVERED 1/4" BRASS WOOD CUP STAMPED "L 2685" UNLESS NOTED OTHERWISE
- RECOVERED 1/4" YELLOW PLASTIC CUP
- RECOVERED #1 REBAR
- RECOVERED #2 REBAR
- RECOVERED #3 REBAR
- RECOVERED #4 REBAR
- RECOVERED #5 REBAR
- RECOVERED #6 REBAR
- RECOVERED #7 REBAR
- RECOVERED #8 REBAR
- RECOVERED #9 REBAR
- RECOVERED #10 REBAR
- RECOVERED #11 REBAR
- RECOVERED #12 REBAR
- RECOVERED #13 REBAR
- RECOVERED #14 REBAR
- RECOVERED #15 REBAR
- RECOVERED #16 REBAR
- RECOVERED #17 REBAR
- RECOVERED #18 REBAR
- RECOVERED #19 REBAR
- RECOVERED #20 REBAR
- RECOVERED #21 REBAR
- RECOVERED #22 REBAR
- RECOVERED #23 REBAR
- RECOVERED #24 REBAR
- RECOVERED #25 REBAR
- RECOVERED #26 REBAR
- RECOVERED #27 REBAR
- RECOVERED #28 REBAR
- RECOVERED #29 REBAR
- RECOVERED #30 REBAR
- RECOVERED #31 REBAR
- RECOVERED #32 REBAR
- RECOVERED #33 REBAR
- RECOVERED #34 REBAR
- RECOVERED #35 REBAR
- RECOVERED #36 REBAR
- RECOVERED #37 REBAR
- RECOVERED #38 REBAR
- RECOVERED #39 REBAR
- RECOVERED #40 REBAR
- RECOVERED #41 REBAR
- RECOVERED #42 REBAR
- RECOVERED #43 REBAR
- RECOVERED #44 REBAR
- RECOVERED #45 REBAR
- RECOVERED #46 REBAR
- RECOVERED #47 REBAR
- RECOVERED #48 REBAR
- RECOVERED #49 REBAR
- RECOVERED #50 REBAR
- RECOVERED #51 REBAR
- RECOVERED #52 REBAR
- RECOVERED #53 REBAR
- RECOVERED #54 REBAR
- RECOVERED #55 REBAR
- RECOVERED #56 REBAR
- RECOVERED #57 REBAR
- RECOVERED #58 REBAR
- RECOVERED #59 REBAR
- RECOVERED #60 REBAR
- RECOVERED #61 REBAR
- RECOVERED #62 REBAR
- RECOVERED #63 REBAR
- RECOVERED #64 REBAR
- RECOVERED #65 REBAR
- RECOVERED #66 REBAR
- RECOVERED #67 REBAR
- RECOVERED #68 REBAR
- RECOVERED #69 REBAR
- RECOVERED #70 REBAR
- RECOVERED #71 REBAR
- RECOVERED #72 REBAR
- RECOVERED #73 REBAR
- RECOVERED #74 REBAR
- RECOVERED #75 REBAR
- RECOVERED #76 REBAR
- RECOVERED #77 REBAR
- RECOVERED #78 REBAR
- RECOVERED #79 REBAR
- RECOVERED #80 REBAR
- RECOVERED #81 REBAR
- RECOVERED #82 REBAR
- RECOVERED #83 REBAR
- RECOVERED #84 REBAR
- RECOVERED #85 REBAR
- RECOVERED #86 REBAR
- RECOVERED #87 REBAR
- RECOVERED #88 REBAR
- RECOVERED #89 REBAR
- RECOVERED #90 REBAR
- RECOVERED #91 REBAR
- RECOVERED #92 REBAR
- RECOVERED #93 REBAR
- RECOVERED #94 REBAR
- RECOVERED #95 REBAR
- RECOVERED #96 REBAR
- RECOVERED #97 REBAR
- RECOVERED #98 REBAR
- RECOVERED #99 REBAR
- RECOVERED #100 REBAR



ALTA/NSPS LAND TITLE SURVEY	
1. PROJECT TITLE	TRACT F, TRACT H & PORTION OF TRACT B, WOODMOOR GREENS VACATION L496-500
2. REVISION TITLE	
3. REVISION DATE	
4. DRAWN BY	JAR
5. CHECKED BY	JAR
6. DATE	2/7/2020
7. SCALE	1" = 30'
8. SHEET #	3 OF 3

J.R. ENGINEERING
 11115 E. WASHINGTON AVE., SUITE 100
 DENVER, CO 80231
 PH: 303.556.4444
 FAX: 303.556.4444
 WWW: JRENG.COM

ALTA/NSPS LAND TITLE SURVEY
 TRACT F, TRACT H & PORTION OF TRACT B, WOODMOOR GREENS VACATION L496-500
 AND A PORTION OF TRACT B, WOODMOOR PLACER
 RECORDED THIS 02/07/2020 AT 10:09 AM
 STAMPED THIS 02/07/2020 AT 10:09 AM

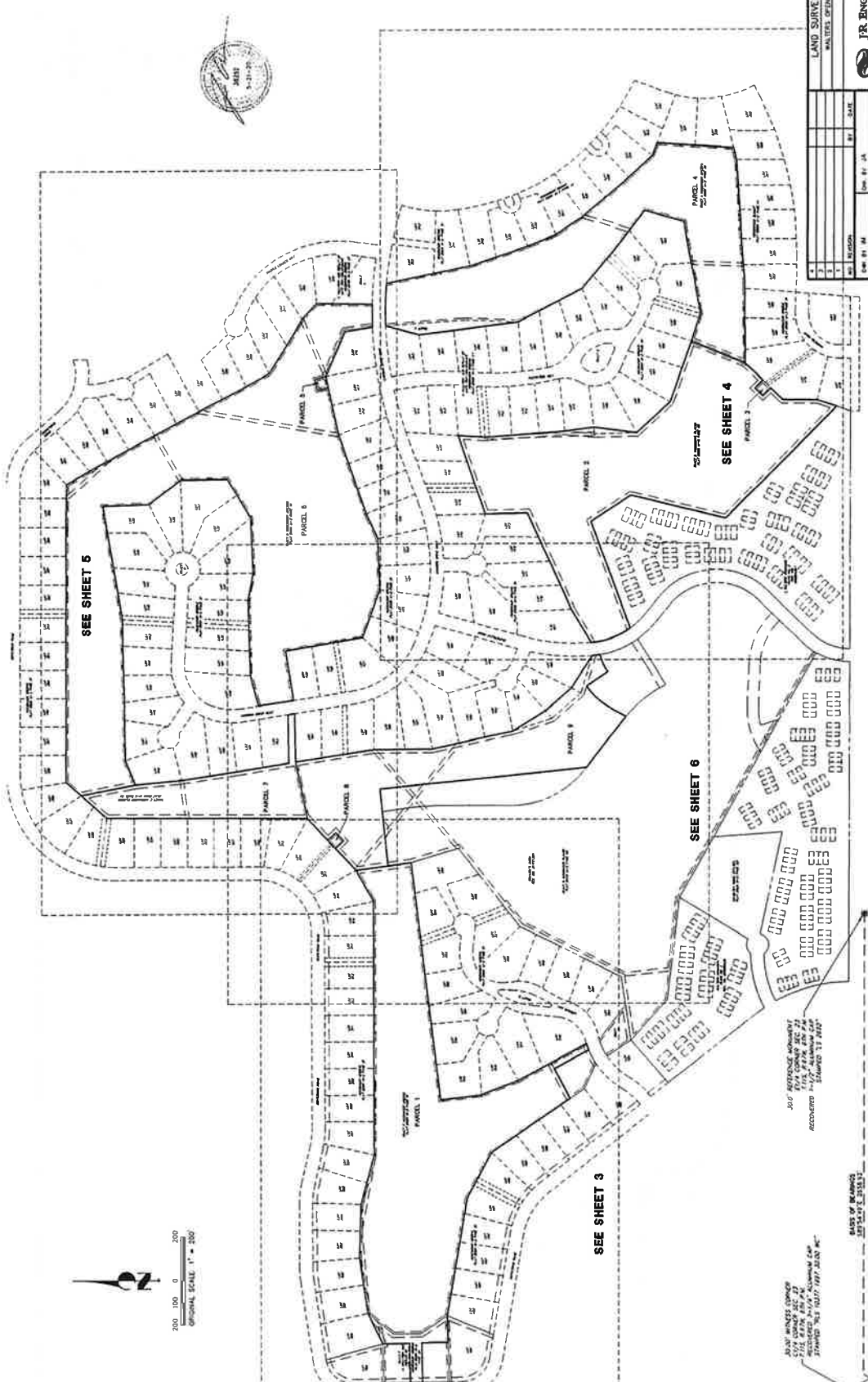
BLANK OF RECORDERS
 SEP-21-1971 2058 57

EXHIBIT B

WOSC Land Description

(LAND SURVEY PLAT, WALTERS OPEN SPACE, prepared by JR Engineering, dated 5/20/2020, Sheets 1 - 6)

LAND SURVEY PLAT
 LOCATED IN SECTIONS 13, 23 AND 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
 COUNTY OF EL PASO, STATE OF COLORADO




200 100 0 200
 GRAPHICAL SCALE: 1" = 200'



200' REFERENCE MONUMENT
 1/4" DIA. IRON PIN
 RECOVERED 1/17/2000
 STATIONED TO 11.400'

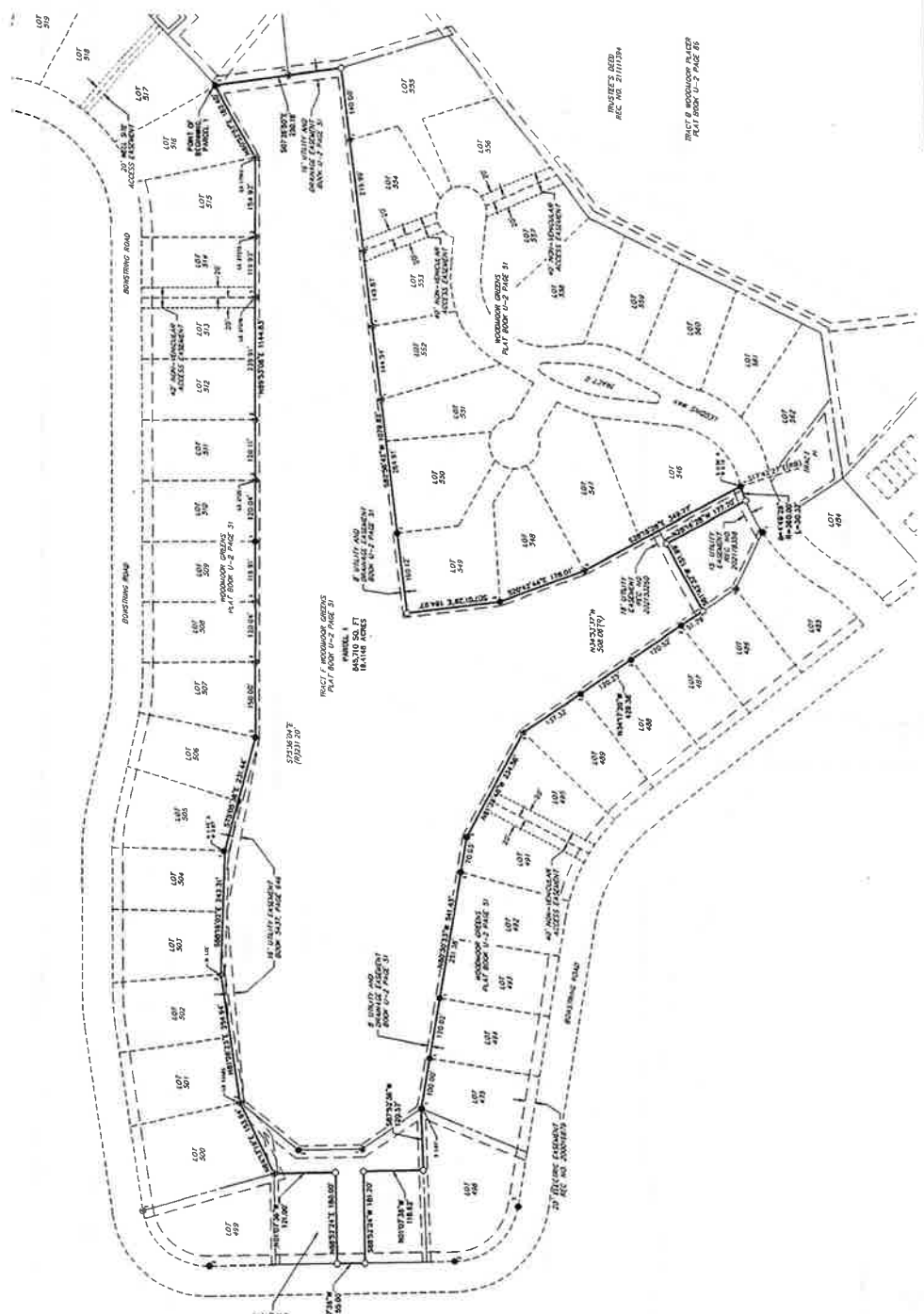
BASED ON RECORDS
 OF THE COUNTY OF EL PASO

200' REFERENCE MONUMENT
 1/4" DIA. IRON PIN
 RECOVERED 1/17/2000
 STATIONED TO 11.400'

LAND SURVEY PLAT		DATE: 05/07/2020	
MAILED: 05/11/2020		SHEET: 2 OF 6	
DATE: 05/07/2020	SCALE: 1"=200'	DATE: 05/07/2020	SHEET: 2 OF 6
JOB NO. 231606.00		SHEET 2 OF 6	
 J.R. ENGINEERING A PROFESSIONAL CORPORATION 10000 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202			

LAND SURVEY PLAT

LOCATED IN SECTIONS 13, 23 and 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO



- LEGEND**
- ① RECORDED P. RIGHT
 - ② RECORDED P. RIGHT
 - ③ RECORDED P. RIGHT
 - ④ RECORDED RIGHT IN F. PIPE
 - ⑤ UNLESS OTHERWISE NOTED
 - ⑥ UNLESS OTHERWISE NOTED
 - ⑦ UNLESS OTHERWISE NOTED
 - ⑧ UNLESS OTHERWISE NOTED
 - ⑨ UNLESS OTHERWISE NOTED
 - ⑩ UNLESS OTHERWISE NOTED
 - ⑪ UNLESS OTHERWISE NOTED
 - ⑫ UNLESS OTHERWISE NOTED
 - ⑬ UNLESS OTHERWISE NOTED
 - ⑭ UNLESS OTHERWISE NOTED
 - ⑮ UNLESS OTHERWISE NOTED
 - ⑯ UNLESS OTHERWISE NOTED
 - ⑰ UNLESS OTHERWISE NOTED
 - ⑱ UNLESS OTHERWISE NOTED
 - ⑲ UNLESS OTHERWISE NOTED
 - ⑳ UNLESS OTHERWISE NOTED
 - ㉑ UNLESS OTHERWISE NOTED
 - ㉒ UNLESS OTHERWISE NOTED
 - ㉓ UNLESS OTHERWISE NOTED
 - ㉔ UNLESS OTHERWISE NOTED
 - ㉕ UNLESS OTHERWISE NOTED
 - ㉖ UNLESS OTHERWISE NOTED
 - ㉗ UNLESS OTHERWISE NOTED
 - ㉘ UNLESS OTHERWISE NOTED
 - ㉙ UNLESS OTHERWISE NOTED
 - ㉚ UNLESS OTHERWISE NOTED
 - ㉛ UNLESS OTHERWISE NOTED
 - ㉜ UNLESS OTHERWISE NOTED
 - ㉝ UNLESS OTHERWISE NOTED
 - ㉞ UNLESS OTHERWISE NOTED
 - ㉟ UNLESS OTHERWISE NOTED
 - ㊱ UNLESS OTHERWISE NOTED
 - ㊲ UNLESS OTHERWISE NOTED
 - ㊳ UNLESS OTHERWISE NOTED
 - ㊴ UNLESS OTHERWISE NOTED
 - ㊵ UNLESS OTHERWISE NOTED
 - ㊶ UNLESS OTHERWISE NOTED
 - ㊷ UNLESS OTHERWISE NOTED
 - ㊸ UNLESS OTHERWISE NOTED
 - ㊹ UNLESS OTHERWISE NOTED
 - ㊺ UNLESS OTHERWISE NOTED
 - ㊻ UNLESS OTHERWISE NOTED
 - ㊼ UNLESS OTHERWISE NOTED
 - ㊽ UNLESS OTHERWISE NOTED
 - ㊾ UNLESS OTHERWISE NOTED
 - ㊿ UNLESS OTHERWISE NOTED

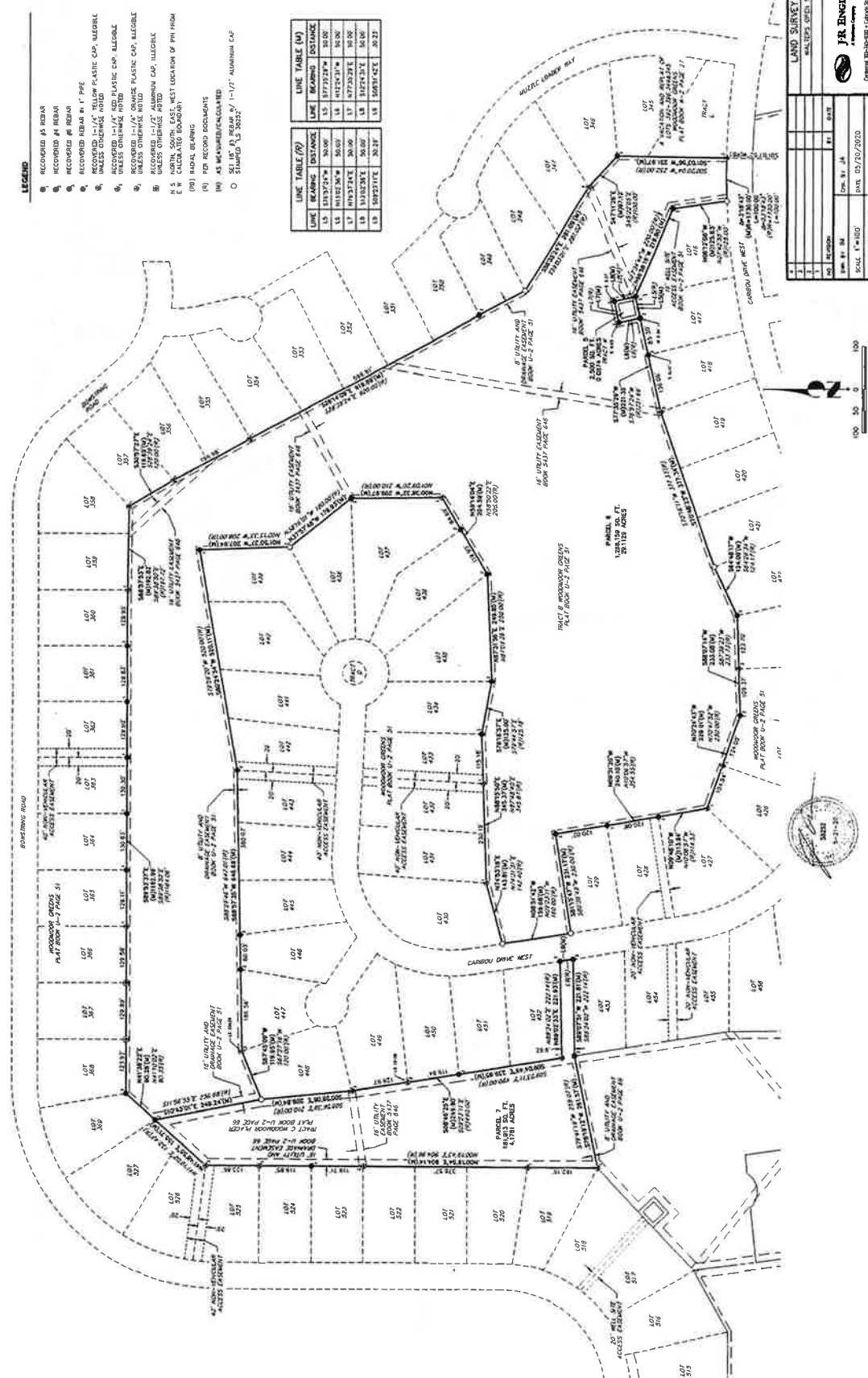
LAND SURVEY PLAT	
SCALE: 1" = 100'	
DATE: 5/20/2020	DATE: 5/20/2020
SCALE: 1" = 100'	DATE: 5/20/2020
JOB NO. 251866.00	SHEET 3 OF 6

JR ENGINEERING
 A PROFESSIONAL CORPORATION
 General 251-262-2200 • Local 251-262-2200
 10100 10th St. Suite 100 • Fort Collins, CO 80501 • www.jrengineering.com

LAND SURVEY PLAT
LOCATED IN SECTIONS 13, 23 and 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF EL PASO, STATE OF COLORADO

- LEGEND**
- RECOVERED AS REBAR
 - RECOVERED AS REBAR
 - RECOVERED REBAR IN 1" PIPE
 - RECOVERED REBAR IN 1" PIPE
 - RECOVERED 1-1/4" YELLOW PLASTIC CAP, ILLISIBLE
 - DIMENSIONED HOLE
 - UNLESS OTHERWISE NOTED
 - RECOVERED 1-1/4" ORANGE PLASTIC CAP, ILLISIBLE
 - UNLESS OTHERWISE NOTED
 - RECOVERED 1-1/4" ORANGE PLASTIC CAP, ILLISIBLE
 - UNLESS OTHERWISE NOTED
 - N 5 NORTH, SOUTH, EAST, WEST LOCATION OF PIN FROM E/W CALCULATED (BOUNDED)
 - IRON NAIL BEARING
 - (I) FOR RECORD DOCUMENTS
 - (M) AS MEASURED/ENGINEERED
 - (S) STAMPEO, 1/8" DIA.
 - (O) STAMPEO, 3/8" DIA.

LINE	BEARING	DISTANCE
13	S 77° 22' 28" E	30.00
14	N 11° 28' 28" W	30.00
15	S 77° 22' 28" E	30.00
16	N 11° 28' 28" W	30.00
17	S 77° 22' 28" E	30.00
18	N 11° 28' 28" W	30.00
19	S 77° 22' 28" E	30.22



LAND SURVEY PLAT

DATE: 03/20/2020

SCALE: 1"=100'

SHEET: 5 OF 8

JR ENGINEERING
A Professional Corporation

Colorado 201-461-6610 License No. 2011-001-0001
1075 Colorado Blvd., Suite 100, Boulder, CO 80502

