Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**
Fax: **719-425-2725**

Transmittal Information

Date:	**07/28/2026**
File No:	**10884COR**
Property Address	**Arroya Lane, Colorado Springs, CO 80908**
Buyer\Borrower	**Timbers of Black Forest Subdivision 2025, LLC, a Colorado limited liability company**
Seller	

For changes and updates please contact your Escrow officer(s):

Escrow Officer:
Not Applicable
Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**

E-Mail:
Processor:
E-Mail: **LPlank@coretitlegroupllc.com**

Karina Low
Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**

Copies Sent to:

Buyer:
Timbers of Black Forest Subdivision 2025, LLC, a Colorado limited liability company

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Additional Contacts

Misc

LIV Sotheby's International Realty
102 N. Cascade Ave. #110
Colorado Springs, CO 80903
Fax: 303-534-4115
Contact: Leanne Hanna
Email: leanne@homesbyturner.com
Cell: 719-434-0199

Changes: Amended legal description and vesting.

Thank you for using Core Title Group LLC

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.

Core Title Group LLC

101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903
Phone: 719-219-8500 Fax: 719-425-2725

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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, Westcor Land Title Insurance Company, a South Carolina 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 Amount of Insurance 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.

Issued By:

Core Title Group LLC

101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500

WESTCOR LAND TITLE INSURANCE COMPANY



By: Steven D. Black - President

Attest: Donald A. Berube - Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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 2021 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.

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "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.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements; and
f. Schedule B, Part II—Exceptions; and
g. a 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 is not liable for any other amendment to this Commitment.

Copyright 2021 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.

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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

Copyright 2021 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.

AMERICAN LAND TITLE ASSOCIATION

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election 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.

Copyright 2021 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.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. 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.

3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.

4. Rights or claims of parties in possession not shown in the public records.

5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company 's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **10884COR**
Amendment No: **10884COR-C2**

SCHEDULE A

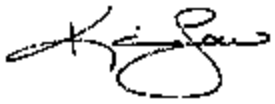
1. Commitment Date: **July 22, 2026**, at **07:30 am**
2. Policy to be Issued:
   (a) ALTA® 2021 Owner's Policy
   Proposed Insured: **Timbers of Black Forest Subdivision 2025, LLC, a Colorado limited liability company**
   Proposed Policy Amount:
   (b) ALTA® 2021 Loan Policy
   Proposed Insured:
   Proposed Policy Amount:

Informational Commitment	*$*	**250.00**
Total:	*$*	*250.00*

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:
   Timbers of Black Forest Subdivision 2025, LLC, a Colorado limited liability company
5. The Land is described as follows:
   SEE ATTACHED EXHIBIT "A"
   For Informational Purposes Only:
   Arroya Lane, Colorado Springs, CO 80908

   APN: **5222000027**

Countersigned
Core Title Group LLC

By: 

Karina Low

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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 2021 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.

File No.: **10884COR**

EXHIBIT A

The Land is described as follows:

PARCEL A:

A PARCEL OF LOCATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°18'04"E, A DISTANCE OF 2640.26 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22;
THENCE S88°38'37"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4), A DISTANCE OF 30.00 FEET;
THENCE N00°18'04"W, A DISTANCE OF 852.14 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE S89°41'56"W, A DISTANCE OF 1283.66 FEET:
THENCE S38°17'19"W, A DISTANCE OF 182.67 FEET;
THENCE S56°32'31"W, A DISTANCE OF 489.24 FEET:
THENCE S36°59'01"W, A DISTANCE OF 517.38 FEET;
THENCE S47°35'42"W, A DISTANCE OF 105.23 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SW1/4 SW1/4) OF SAID SECTION 22;
THENCE S88°38'56"W ALONG SAID SOUTH LINE, A DISTANCE OF 149.37 FEET;
THENCE N27°23'34"W, A DISTANCE OF 611.28 FEET,
THENCE N57°24'01"E, A DISTANCE OF 235.36 FEET;
THENCE N35°00'25"E, A DISTANCE OF 167.38 FEET;
THENCE N09°56'46"E, A DISTANCE OF 270.03 FEET;
THENCE N40°09'47"E, A DISTANCE OF 310.61 FEET;
THENCE N89°39'18"E, A DISTANCE OF 356.07 FEET;
THENCE N79°15'47"E, A DISTANCE OF 276.17 FEET;
THENCE N61°52'38"E, A DISTANCE OF 227.40 FEET:
THENCE N30°23'46"W, A DISTANCE OF 264.58 FEET;
THENCE N69°36'18"E, A DISTANCE OF 141.59 FEET;
THENCE N01°18'16"E, A DISTANCE OF 150.40 FEET;
THENCE N89°41'56"E, A DISTANCE OF 1247.78 FEET;
THENCE, S00°18'04"E, A DISTANCE OF 997.65 FEET TO THE POINT OF BEGINNING;

PARCEL B:

A PORTION OF THE PARCEL 1 SOUTH DESCRIBED IN GENERAL WARRANTY DEED FILED FOR RECORD OCTOBER 1, 2025 UNDER RECEPTION NO. 225085554 LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Copyright 2021 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.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22; THENCE NORTH 0 DEGREES 37 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 22 (THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF SAID PARCEL 1 SOUTH, MONUMENTED AT THE SOUTH END BY A FOUND 1 1/2" ALUMINUM CAP, PLS 34977 AND AT THE NORTH END BY A FOUND NO. 5 REBAR & ORANGE CAP, PLS 32820, ASSUMED TO BEAR NORTH 3 DEGREES 17 MINUTES 05 SECONDS EAST), 40.00 FEET TO A POINT ON THE SOUTH LINE OF STIMPLE SUBDIVISION NO. 1, FILED FOR RECORD MAY 14, 2025 UNDER RECEPTION NO. 225715515 ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF ARROYA LANE; THENCE NORTH 88 DEGREES 42 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID STIMPLE SUBDIVISION AND THE NORTH RIGHT-OF-WAY LINE OF ARROYA LANE, 158.11 FEET TO THE SOUTHEAST CORNER OF SAID STIMPLE SUBDIVISION; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF ARROYA LANE NORTH 88 DEGREES 34 MINUTES 05 SECONDS EAST, 104.80 FEET; THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF ARROYA LANE AND RUNNING ALONG THE EAST LINE OF SAID PARCEL 1 SOUTH THE FOLLOWING FIVE (5) COURSES:

1) THENCE NORTH 27 DEGREES 23 MINUTES 34 SECONDS WEST, 566.68 FEET;
2) THENCE NORTH 57 DEGREES 24 MINUTES 10 SECONDS EAST, 235.42 FEET;
3) THENCE NORTH 35 DEGREES 00 MINUTES 33 SECONDS EAST, 167.35 FEET;
4) THENCE NORTH 9 DEGREES 56 MINUTES 59 SECONDS EAST, 270.05 FEET;
5) THENCE NORTH 40 DEGREES 09 MINUTES 31 SECONDS EAST, 310.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 40 DEGREES 09 MINUTES 31 SECONDS EAST, 188.04 FEET;
THENCE NORTH 69 DEGREES 35 MINUTES 06 SECONDS EAST, 426.85 FEET;
THENCE SOUTH 44 DEGREES 13 MINUTES 21 SECONDS EAST, 271.53 FEET;
THENCE SOUTH 61 DEGREES 51 MINUTES 35 SECONDS WEST, 94.39 FEET;
THENCE SOUTH 79 DEGREES 16 MINUTES 58 SECONDS WEST, 276.19 FEET;
THENCE SOUTH 89 DEGREES 39 MINUTES 20 SECONDS WEST, 356.09 FEET TO THE POINT OF BEGINNING.

File No: **10884COR**

SCHEDULE B, PART I - Requirements

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

All of the following Requirements must be met:

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

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

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

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

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

FOR INFORMATIONAL PURPOSES ONLY:

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

Deed recorded October 2, 2025 as Reception No. 225085558. (Parcel A)

Deed recorded July 24, 2026 as Reception No. 226070719. (Parcel B)

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

Copyright 2021 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.

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Rights or claims of parties in possession not shown by the Public Records.

2. Easements or claims of easements not shown in the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.

8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, “Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable.”

9. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF SECTION 22 AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROAD PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 29, 1922 IN BOOK 565 AT PAGE 346. (SECTION 22)

10. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON EACH SIDE OF EACH SECTION LINE, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROAD PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED MAY 6, 1924 IN BOOK 565 AT PAGE 430. (SECTION 21)

11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PLATEAU NATURAL GAS COMPANY RIGHT-OF-WAY AGREEMENT RECORDED JANUARY 22, 1962 IN BOOK 1896 AT PAGE 135. CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO NORTHERN

Copyright 2021 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.

NATURAL GAS COMPANY, A DELAWARE CORPORATION RECORDED MARCH 24, 1970 IN BOOK 2336 AT PAGE 636. ASSIGNMENT OF EASEMENTS TO AQUILA COLORADO GAS OPCO, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED JULY 24, 2008 AT RECEPTION NO. 208083871. (SECTION 22)

12. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 21, 1975 IN BOOK 2772 AT PAGE 121 AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE 799. NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 AT RECEPTION NO. 201185017 AND MAY 20, 2011 AT RECEPTION NO. 211049996.

13. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983 IN BOOK 3673 AT PAGE 903. (SECTION 22)

14. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983 IN BOOK 3673 AT PAGE 908. (SECTION 21)

15. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 30, 1985 IN BOOK 5054 AT PAGE 1178.

17. THE EFFECT OF RESOLUTION NO. 89-140, LAND TRANSFER - 9, RECORDED OCTOBER 27, 1994 IN BOOK 6551 AT PAGE 588. (SECTION 21)

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED DECEMBER 10, 2007 AT RECEPTION NO. 207156760. (SECTION 21)

19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 AT RECEPTION NO. 214006501. (SECTION 22)

20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 AT RECEPTION NO. 214006502. (SECTION 21)

21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 AT RECEPTION NO. 214006503. (SECTION 22)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT ISSUED TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST IN EL PASO COUNTY, COLORADO RECORDED JULY 31, 2014 AT RECEPTION NO. 214068509.

23. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ACCRETION, RELICTION, EROSION OR AVULSION OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN SAND CREEK LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED BANK OR CHANNEL AS A LEGAL DESCRIPTION

Copyright 2021 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.

MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS.

24. ANY RIGHTS, INTEREST OR EASEMENTS IN FAVOR OF THE RIPARIAN OWNERS, THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE GENERAL PUBLIC, WHICH EXIST, HAVE EXISTED, OR ARE CLAIMED TO EXIST IN AND OVER THE WATERS AND PRESENT AND PAST BED AND BANKS OF SAND CREEK.

25. ANY AND ALL UNRECORDED LEASES OR TENANCIES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH, OR UNDER SUCH LEASES OR TENANCIES.
NOTE: IF THIS ITEM IS TO BE DELETED FROM THE FINAL OWNER'S TITLE POLICY, PLEASE PROVIDE AFFIDAVIT OF NO LEASES TO THIS COMPANY.

26. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE AND DECREE RECORDED SEPTEMBER 15, 2004 AT RECEPTION NO. 204156219, MAY 31, 2017 AT RECEPTION NO. 217062313 AND DECEMBER 6, 2017 AT RECEPTION NO. 217147493.

27. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN QUITCLAIM DEEDS FOR WATER RIGHTS RECORDED NOVEMBER 15, 2016 AT RECEPTION NO. 216132318, AUGUST 22, 2017 AT RECEPTION NO. 217100446 AND AUGUST 28, 2017 AT RECEPTION NO. 217102829.

28. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN ALTA/NSPS LAND TITLE SURVEY, RECORDED AND MARCH 13, 2017 AT RECEPTION NO. 217900045 AND APRIL 10, 2017 AT RECEPTION NO. 217900058.

29. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN PERMANENT DRAINAGE EASEMENT, RECORDED JANUARY 16, 2018 AT RECEPTION NO. 218005693.

30. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN TEMPORARY CONSTRUCTION EASEMENT, RECORDED JANUARY 16, 2018 AT RECEPTION NO. 218005694.

31. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN TEMPORARY CONSTRUCTION EASEMENT, RECORDED JANUARY 16, 2018 AT RECEPTION NO. 218005695.

32. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN QUITCLAIM DEED FOR RIGHT OF WAY DEDICATION, RECORDED JANUARY 16, 2018 AT RECEPTION NO. 218005696.

33. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN PERMANENT DRAINAGE EASEMENT, RECORDED JANUARY 16, 2018 AT RECEPTION NO. 218005697.

34. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN AGREEMENT FOR FUTURE GRANT OF UTILITIES EASEMENT, RECORDED JANUARY 16, 2018 AT RECEPTION NO. 218005698.

35. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, AND OBLIGATIONS AS CONTAINED IN DECREE RECORDED AUGUST 9, 2018 AT RECEPTION NO. 218092584.

36. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, AND OBLIGATIONS AS CONTAINED IN

Copyright 2021 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.

NON-EXCLUSIVE EASEMENT AGREEMENT RECORDED OCTOBER 1, 2020 AT RECEPTION NO. 220154819.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Copyright 2021 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.

Core Title Group LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

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

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

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

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

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

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

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

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

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

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company ("WLTIC") and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

Anti-Fraud Statement

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.

This anti-fraud statement is affixed to and made a part of this policy.

WARRANTY DEED—Corporation.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

No. 340866

WARRANTY DEED.
(CORPORATION.)

The Edgar Timber and Box Company

TO

Dora Miner

STATE OF COLORADO, } ss.
COUNTY OF EL PASO. }

Filed for record at 3 o'clock P M.,
May 6 1924
J. P. Greene
RECORDER.

This Deed, Made this 27th day of March in the year of our Lord one thousand nine hundred and twenty four, between The Edgar Lumber and Box Company a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and Dora Miner of the County of El Paso and State of Colorado, of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit: The Southeast Quarter (SE¼) of Section Twenty one (21) and the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty eight (28) all in Township Twelve (12) South, Range Sixty five (65) West of the 6th. P. M. El Paso County, Colorado.

It is expressly understood and agreed between the parties hereto that this conveyance is made subject to a right of way over and across a strip of land thirty (30) feet wide on each side of each section lines, said right of way being reserved for use as a future roadway for the benefit of the owner of this tract and owners of adjoining tracts in this section and adjacent sections. The intent hereof being to have section lines available for road purposes as occasion demands.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances unto the said party of the second part, her heirs and assigns forever. And the said The Edgar Lumber and Box Company party of the first part, for itself its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, her heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes for 1920 and subsequent taxes

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President and its corporate seal to be hereunto affixed, attested by its Secretary the day and year first above written.

THE EDGAR LUMBER AND BOX CO. EL PASO COUNTY COLORADO SEAL 1911

U.S. Stamps $2.00 Cancelled

The Edgar Lumber and Box Company
By F. P. Evans PRESIDENT.

ATTEST: M. A. Hackett SECRETARY.

STATE OF COLORADO, } ss.
COUNTY OF El Paso }

I, the undersigned, a Notary Public in and for said El Paso County, in the State aforesaid, do hereby certify that F. P. Evans and M. A. Hackett who are personally known to me to be the same persons whose names are subscribed to the foregoing deed as having executed the same respectively as President and Secretary of The Edgar Lumber and Box Company a corporation and who are known to me to be such officers respectively, appeared before me this day in person, and severally acknowledged that The seal affixed to the foregoing instrument is the corporate seal of said ~~The~~ corporation that the same was thereunto affixed by the authority of said ~~Company~~ Corporation; that said instrument was by like authority subscribed with the corporate name ~~of the said Company;~~ as to the said F. P. Evans that he is the President of said ~~The corporation~~ that he is the Secretary ~~of said Company~~; that by the authority of said ~~Company~~, they respectively subscribed their names as ~~to~~ to the said M. A. Hackett President and Secretary to the foregoing instrument; that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said ~~The~~ Corporation for the uses and purposes therein set forth.

HARRY W. DAVIS NOTARY PUBLIC EL PASO COUNTY COLORADO

Given under my hand and notarial seal this third day of May A. D. 1924
My commission expires August 2nd, 1924
Harry W. Davis
Notary Public

STATE OF COLORADO, } ss.
COUNTY OF }

I, in and for said County, in the State aforesaid, do hereby certify that President and Secretary of The who are personally known to me to be the persons whose names are subscribed to the annexed instrument in writing, as President and Secretary of said corporation, appeared before me this day in person, and acknowledged that at the time of the execution of the said instrument in writing they were respectively the President and Secretary of the said corporation; that the seal affixed thereto is the common and corporate seal of the said corporation, and that they signed, sealed and delivered the said instrument in writing as their free and voluntary act, and as the free and voluntary act of the said The for the uses and purposes therein set forth.

Given under my hand and seal, this day of A. D. 19

My commission expires

PNG-1865

Received at 9:00 o'clock A. M., MAR 24 1970
Reception No. 720849 HARRIET BEALS

BOOK 2336 PAGE 636

CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, That PLATEAU NATURAL GAS COMPANY, a Colorado corporation, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable consideration, in hand paid, hereby sells, assigns and conveys to NORTHERN NATURAL GAS COMPANY, a Delaware corporation, of the County of Douglas, and State of Nebraska, operating as Peoples Natural Gas Division, all of the easements and rights-of-way described in Exhibit "A" attached hereto and made a part hereof, all of such easements and rights-of-way being located in El Paso County, Colorado.

SIGNED and delivered this 27th day of February, 1970.

PLATEAU NATURAL GAS COMPANY

By W. Bruce Fullerton
President

ATTEST:

Hassel M. Sanders
Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of February, 1970, by W. BRUCE FULLERTON, as President, and HASSEL M. SANDERS, as Secretary, of PLATEAU NATURAL GAS COMPANY, a corporation, for and on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: November 3, 1975

Joanne D. Smith
Notary Public

EXHIBIT "A"

(Attached to and forming a part of Conveyance of Easements in El Paso County, Colorado, by Plateau Natural Gas Company, said Conveyance being dated February 27, 1970)

Description of Easements Conveyed

Date of Execution	Grantor	Grantee	Recording Data Book	Page	Date
11-27-62	Cathedral Rock Enterprises, Inc., John B. Wogan, Jr.	Plateau Natural Gas Co.	1980	725	10-15-63
11-27-62	Cathedral Rock Enterprises, Inc., John Wogan, Jr.	Plateau Natural Gas Co.	1980	726	10-15-63
11-19-62	Hazel M. Riffe	Plateau Natural Gas Co.	1980	729	10-15-63
	Donal & Dorothy Hightower	Plateau Natural Gas Co.	1980	743	10-15-63
1- 4-65	Lillian Alice Moses	Plateau Natural Gas Co.	2051	987	1- 7-65
4-19-58	Carl L. & Ann C. Floyd	Plateau Natural Gas Co.	1773	474	10-20-59
4-19-58	Carl L. & Ann C. Floyd	Plateau Natural Gas Co.	1773	474	10-20-59
9-16-57	Keith D. McBurney	Plateau Natural Gas Co.	1773	475	10-20-59
9-16-57	Keith D. McBurney	Plateau Natural Gas Co.	1773	475	10-20-59
9-16-57	Keith D. McBurney	Plateau Natural Gas Co.	1773	475	10-20-59
3-23-56	Daniel McDaniel, Daniel McDaniel, Sigurd Aga, Corrine M. Aga	Midwest Natural Gas Co.	1567	138	4-26-56
12-16-53	Arnold Wells, Robert Christian	Midwest Natural Gas Co.	1567	136	4-26-56
11-13-53	Arnold Wells, Richard Christian	Midwest Natural Gas Co.	1567	135	4-26-56
2- 5-63	John H. Sours	Plateau Natural Gas Co.	1980	677	10-15-63
11- 2-66	Quentin York	Plateau Natural Gas Co.	2158	994	12-13-66
3- 7-63	Lewis H. Hoyd	Plateau Natural Gas Co.	1980	760	10-15-63
3- 6-63	Daniel Kaly	Plateau Natural Gas Co.	1980	756	10-15-63
2-27-63	Robert McFaun	Plateau Natural Gas Co.	1980	754	10-15-63
3- 7-63	Wm. Humphrey	Plateau Natural Gas Co.	1980	758	10-15-63
2-28-63	Ron Penbram	Plateau Natural Gas Co.	1980	752	10-15-63
	Frank W. & Queen Gravenor	Plateau Natural Gas Co.	1896	147	1-22-62
	Gordon H. Webb	Plateau Natural Gas Co.	1896	145	1-22-62
	Gordon H. Webb	Plateau Natural Gas Co.	1980	679	10-15-63
11-18-62	Fred Walker	Plateau Natural Gas Co.	1980	728	10-15-63
5- 2-61	Bruce W. Solomon	Plateau Natural Gas Co.	1882	308	9-18-61
5-10-61	Wilbur C. Thompson, Dorothy Thompson	Plateau Natural Gas Co.	1882	312	9-18-61

Date of Execution	Grantor	Grantee	Recording Data Book	Page	Date
4-28-61	Fred M. & Katherine J. Farrar	Plateau Natural Gas Co.	1882	320	9-18-61
10-23-61	Ernest W. & Anna E. Belveal	Plateau Natural Gas Co.	1896	153	1-22-62
9- 2-61	John R. Burrow	Plateau Natural Gas Co.	1896	133	1-22-62
9- 2-61	John W. Sears	Plateau Natural Gas Co.	1896	141	1-22-62
9-29-61	Verda M. Hanson	Plateau Natural Gas Co.	1896	143	1-22-62
10-23-61	Effie G. Gilbert	Plateau Natural Gas Co.	1896	131	1-22-62
9-14-61	Bessie Boss	Plateau Natural Gas Co.	1896	137	1-22-62
9-26-61	L. O. Ford	Plateau Natural Gas Co.	1896	139	1-22-62
9-13-63	Robert N. & Doris L. Wells	Plateau Natural Gas Co.	1980	749	10-15-63
10-23-61	Cecil H. & Mary Sue Collicutt	Plateau Natural Gas Co.	1896	159	1-22-62
	John R. & Ruth B. Riker	Plateau Natural Gas Co.	1980	742	10-15-63
4-25-67	Robert G. & Dorothy N. Myers	Plateau Natural Gas Co.	2178	741	5- 3-67
10- 4-61	F. D. Kramer	Plateau Natural Gas Co.	1896	135	1-22-62
9-15-61	Thomas M. & Carla A. Dines	Plateau Natural Gas Co.	1896	149	1-22-62
8-16-61	Lewis E. Wifer	Plateau Natural Gas Co.	1896	129	1-22-62
4-23-66	Norma L. Johnston, Byron Johnston Lois B. & Hubert N. Webb, Ruth G. & Tommy Keese	Plateau Natural Gas Co.	2131	462	5-13-66
9-27-62	Fountain Valley School of Colo. by H. Charles Stone, Pres.	Plateau Natural Gas Co.	1980	731	10-15-63
9-20-68	John P. Janitell	Plateau Natural Gas Co.	2261	832	11- 1-68
1-30-61	Nick Pinell, Richard Pinell, Lee Pinell	Plateau Natural Gas Co.	1980	750	10-15-63
4-18-62	Joe W. Sluder	Plateau Natural Gas Co.	1980	692	10-15-63
2- 4-63	Joe R. Crusena & Samuel Pullara	Plateau Natural Gas Co.	1980	706	10-15-63
2- 5-63	Thomas H. Smith, Jr., Opal Smith	Plateau Natural Gas Co.	1980	700	10-15-63
1- 4-61	Edward R. & Minnie M. Bryant	Plateau Natural Gas Co.	1980	702	10-15-63
1- 4-61	Edward R. & Minnie M. Bryant	Plateau Natural Gas Co.	1840	644	1-23-61
3- 9-67	Martin Christian	Plateau Natural Gas Co.	2216	183	1- 4-68
11- 9-66	John M. Langfield, Lew Wade, John Bryant	Plateau Natural Gas Co.	2158	993	12-13-66
11-19-62	Samuel Savage	Plateau Natural Gas Co.	1980	730	10-15-63
9-16-63	John B. & Ladis J. Higby	Plateau Natural Gas Co.	1980	744	10-15-63
9-16-63	Ladis Higby	Plateau Natural Gas Co.	1980	732	10-15-63
11-19-62	Belle Ewton	Plateau Natural Gas Co.	1980	727	10-15-63
11-19-62	Ervin Mayer & Muriel Mayer	Plateau Natural Gas Co.	1980	696	10-15-63
	John H. & Lillian G. Plieman	Plateau Natural Gas Co.	1980	698	10-15-63

Date of Execution	Grantor	Grantee	Recording Data Book	Page	Date
11-19-62	Vincent R. & Allene M. Clark	Plateau Natural Gas Co.	1980	694	10-15-63
10- 3-63	Alfred S. Wahlborg	Plateau Natural Gas Co.	1980	740	10-15-63
10- 7-63	H. W. Higby, Higby Livestock Co.	Plateau Natural Gas Co.	1980	739	10-15-63
5- 2-62	Al Rebello	Plateau Natural Gas Co.	1980	722	10-15-63
5-30-62	Nettie E. King	Plateau Natural Gas Co.	1980	720	10-15-63
5- 3-62	Luke W. Bouldon	Plateau Natural Gas Co.	1980	721	10-15-63
	Howard F. Barber	Plateau Natural Gas Co.	1980	723	10-15-63
5- 6-62	Don A. Schreder	Plateau Natural Gas Co.	1980	724	10-15-63
	Marvin Sherman	Plateau Natural Gas Co.	1980	719	10-15-63
5- 2-61	Doyle & Erma E. Thompson	Plateau Natural Gas Co.	1882	318	9-18-61
5-10-61	Pearl M. & George A. Torgler	Plateau Natural Gas Co.	1882	321	9-18-61
4-29-61	Margaret T. Whittier	Plateau Natural Gas Co.	1882	314	9-18-61
7-11-63	Julius A. Dyberg	Plateau Natural Gas Co.	1980	733	10-15-63
7- 1-63	Omar Kaessner	Plateau Natural Gas Co.	1980	690	10-15-63
7- 7-63	Gardner & Eloise Edwards	Plateau Natural Gas Co.	1980	746	10-15-63
7- 3-63	Bruce J. Kyle, Rose M. Kyle	Plateau Natural Gas Co.	1980	748	10-15-63
7-16-63	Donald W. Shearn, Jr., Mariann Shearn	Plateau Natural Gas Co.	1980	745	10-15-63
7-11-63	Waymon C., Lela M. Batey, Max R. Dull, Bess L. Dull	Plateau Natural Gas Co.	1980	751	10-15-63
8- 7-63	Maurice Hanson	Plateau Natural Gas Co.	1980	735	10-15-63
8-23-63	J. L. Fredericksen	Plateau Natural Gas Co.	1980	736	10-15-63
7-15-63	Orval Landers	Plateau Natural Gas Co.	1980	734	10-15-63
8- 5-63	Gloria T. Oliver	Plateau Natural Gas Co.	1980	688	10-15-63
7-16-63	Ronald Lane Brown	Plateau Natural Gas Co.	1980	738	10-15-63
8-23-63	J. L. Fredericksen	Plateau Natural Gas Co.	1980	737	10-15-63
4-15-66	Clark B. Stephens, LaVerne Stephenson	Plateau Natural Gas Co.	2131	461	5-13-66
10-23-61	Rosemary Clark, Laurence R. Clark	Plateau Natural Gas Co.	1896	155	1-22-62
10-28-61	Luther G. Case, Marie T. Case	Plateau Natural Gas Co.	1896	157	1-22-62
12- 3-58	R. E. Johnson	Plateau Natural Gas Co.	1773	476	10-20-59
3- 4-64	Harold H. Wilson	Plateau Natural Gas Co.	2206	143	10-24-67
3-10-64	Norman W. Enfield	Plateau Natural Gas Co.	2206	144	10-24-67
7- 2-63	M. E. Gates, Anna Mae Gates	Plateau Natural Gas Co.	1980	747	10-15-63
	Leonard J. Wassam, Mabel K. Wassam	Plateau Natural Gas Co.	2316	348	10-27-69

Date of Execution	Grantor	Grantee	Recording Data Book	Page	Date
7-19-61	Charles Dodd, Norman Winterbottom	Plateau Natural Gas Co.	1882	298	9-18-61
5-31-61	Eston Royse, Lena Royse	Plateau Natural Gas Co.	1882	303	9-18-61
10- 3-63	Alfred S. Wahlborg	Plateau Natural Gas Co.	1980	741	10-15-63
11- 66	Steven N. Arnold, Woodmoor Corp.	Plateau Natural Gas Co.	2162	99	1- 9-67
11- 9-66	Wesley E. Stenger, Phyllis E. Stenger	Plateau Natural Gas Co.	2158	995	12-13-66
5-10-61	W. E. Higby	Plateau Natural Gas Co.	1882	316	9-18-61
8-24-62	A. J. Mitula	Plateau Natural Gas Co.	1928	391	10- 4-62
8-28-62	Julius Behm, Eleanor Behm	Plateau Natural Gas Co.	1928	390	10- 4-62
8-27-62	Lou W. Wood	Plateau Natural Gas Co.	1928	389	10- 4-62
11-15-61	Hal A. Brown, George F. Morrow	Plateau Natural Gas Co.	1980	714	10-15-63
11-15-61	Hal A. Brown, George F. Morrow	Plateau Natural Gas Co.	1896	181	1-22-62
11- 6-61	Robert E. Allard, Jean McGuire Allard, Joan McGuire John, Richard L. John	Plateau Natural Gas Co.	1896	161	1-22-62
8-29-62	George Roth, L. Johnson	Plateau Natural Gas Co.	1928	393	10- 4-62
8-15-62	Henry W. & Lula K. Brockhurst	Plateau Natural Gas Co.	1928	392	10- 4-62
	Joseph T. & Louise M. McGrady	Plateau Natural Gas Co.	1980	717	10-15-63
11-22-61	Joseph T. McGrady, Louise M. McGrady	Plateau Natural Gas Co.	1896	151	1-22-62
10-31-61	G. G. Gayler	Plateau Natural Gas Co.	1896	169	1-22-62
9- 8-62	George A. Applequist	Plateau Natural Gas Co.	1928	397	10- 4-62
8-22-62	Roy V. & Laura B. Jones	Plateau Natural Gas Co.	1928	397	10- 4-62
9-28-62	George A. & Lois B. Henson	Plateau Natural Gas Co.	1928	395	10- 4-62
8-21-62	Roy L. & Glea Swischny	Plateau Natural Gas Co.	1928	394	10- 4-62
11-15-63	Herbert R. Harr, Anne G. Harr	Plateau Natural Gas Co.	1994	291	1-14-64
9-12-63	Elmer E. Brown	Plateau Natural Gas Co.	1994	283	1-14-64
	Elmer E. Brown	Plateau Natural Gas Co.	1994	285	1-14-64
11-15-63	Chipita Ranch Co., J. W. Higinbothum	Plateau Natural Gas Co.	1994	289	1-14-64
9-20-63	Bert E. & Andrea M. Still	Plateau Natural Gas Co.	1980	704	10-15-63
9-20-63	A. F. Wenger	Plateau Natural Gas Co.	1980	683	10-15-63
9-12-63	Chipita Park Co. by Conrad L. Wilson	Plateau Natural Gas Co.	1994	281	1-14-64
12- 4-62	Eugene R. Verbeck	Plateau Natural Gas Co.	1980	681	10-15-63
8-23-62	Sally Waters	Plateau Natural Gas Co.	1928	400	10- 4-62
8-30-62	Alfred H. Dwyer	Plateau Natural Gas Co.	1928	399	10- 4-62
9-14-62	Alfred H. Dwyer, Jean Dwyer	Plateau Natural Gas Co.	1928	398	10- 4-62

Date of Execution	Grantor	Grantee	Recording Data Book	Page	Date
10- 3-62	Wilbur E., Doris L. Swinden	Plateau Natural Gas Co.	1980	711	10-15-63
10- 1-62	Harry D. & Eleanor M. Pole	Plateau Natural Gas Co.	1980	708	10-15-63
8-30-62	Clark & Esther Hagan	Plateau Natural Gas Co.	1928	404	10- 4-62
8-30-62	Elmer H. Tesker, Irana Tesker	Plateau Natural Gas Co.	1928	403	10- 4-62
8-30-62	Lina H. Batman	Plateau Natural Gas Co.	1928	402	10- 4-62
8-30-62	G. W. & Jennie M. Wyatt	Plateau Natural Gas Co.	1928	401	10- 4-62
10-30-61	G. K. & Ellen I. Clark	Plateau Natural Gas Co.	1896	184	1-22-62
10-30-61	G. K. & Ellen I. Clark	Plateau Natural Gas Co.	1896	187	1-22-62
11- 8-61	Anne Cusack Johnson	Plateau Natural Gas Co.	1896	163	1-22-62
11- 5-61	Sherman Reruk & Doris Reruk	Plateau Natural Gas Co.	1896	175	1-22-62
11-17-61	Carrie I. Caylor	Plateau Natural Gas Co.	1896	178	1-22-62

COUNTY OF EL PASO STATE OF COLORADO FEE 4.00
RECEIVED AT 9:40 O'CLOCK A.M. JUL 28 1980
RECEPTION NO. 687462 ARDIS W. SCHMITT Clerk DEPUTY

IN THE DISTRICT COURT IN AND FOR

THE COUNTY OF EL PASO AND STATE OF COLORADO

Civil Action No. 53936, Division No. 7

In re the Organization of the BLACK FOREST VOLUNTEER FIRE PROTECTION DISTRICT	ORDER CHANGING NAME TO BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT

ON THIS, the 24th day of July, 1980, the Petition of the District for an Order Changing Name coming on to be heard before the Court;

The Court having read and examined the Petition on file, having heard statements of Counsel and having been fully advised in the premises,

DOTH FIND AND ORDER AS FOLLOWS:

1. On the 20th day of March, 1980, the Board of Directors of the Black Forest Volunteer Fire Protection District at a regular meeting duly called and sitting for business, did pass a Resolution legally changing the name of the District to "BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT"; the Court finds that said action is within the authority of the Board of Directors; the Court finds that sufficient reasons exist for said change of name.

2. That the desired change of name is proper and not detrimental to the interest of any other person or entity.

3. This Order shall have no effect upon any obligations and/or liabilities, or rights and benefits of the District.

IT IS ORDERED that the name of the BLACK FOREST VOLUNTEER FIRE PROTECTION DISTRICT is hereby changed to "BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT" in keeping

with the previous action of the Board of Directors.

IT IS FURTHER ORDERED that Petitioner shall, within twenty (20) days from the date hereof, give public notice of such change by publication at least three times in the Daily Transcript, a newspaper published in El Paso County, Colorado, and shall forward copies of this Order to any taxing authorities effected by the Order and record a copy in the El Paso County real estate records.

DONE BY THE COURT this 24th day of July, 1980.

ROBERT W. JOHNSON

Robert W. Johnson
District Judge

00945295 1983 FEB 11 PM 2:11 BOOK 3673 PAGE 908

ARDIS W. SCHMIDT
El Paso County Clerk & Recorder

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned 3 M 3rd

F.D. Kramer

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a cooperative corporation, whose post office address is Colorado Springs, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Elpaso, State of Colorado, and more particularly described as follows:

SE 1/4 Sec 21- 2 sp 12S Rg 65 W

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads, or highways abutting said land an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 22nd day of May ,1950

F. D. Kramer (SEAL)

(SEAL)

STATE OF COLORADO, }
COUNTY OF Lincoln } SS.

I do hereby certify that F. D. Kramer personally known to me to be the person whose name Is subscribed to the foregoing instrument, appears before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument of writing as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 22nd day of May A.D. 1950.

My commission Expires: Dec 6, 1953

replaces W D Brookshire

Pauline Hill
Notary Public

01293220

1985 AUG 30 AM 10:38

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 5054 PAGE 1178

12

IN THE DISTRICT COURT WITHIN AND FOR

THE COUNTY OF EL PASO AND STATE OF COLORADO

Civil Action No. 92076

Division No. 10

THOMAS MARSHALL DINES and BARBARA H. DINES,

Plaintiffs,

vs.

FRANK D. KRAMER and JUANITA E. KRAMER,

Defendants.

STIPULATION

The parties to this action are involved in litigation relating to a right of way or easement which the Plaintiffs claim over and across an existing road as now constructed running from Plaintiffs' property in the Southeast quarter of Section 22, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, located approximately along the common section line between Sections 21 and 28 and between Sections 22 and 27, in said Township and Range to an intersection with Vollmer Road.

The parties are desirous of settling and adjusting said litigation amicably and without further court intervention and therefore agree as follows:

1. The Defendants agree to convey to the Plaintiffs and do hereby convey to the Plaintiffs, their successors, heirs and assigns, a non-exclusive right of way and easement over an existing road located approximately along the common section line between Sections 21 and 28 and between Sections 22 and 27, Township 12 South, Range 65 West of the 6th P.M.,

El Paso County, Colorado, and running from the property of the Plaintiffs in the Southeast quarter of Section 22 to its intersection with Vollmer Road. Said easement and right of way shall be on and over the roadway as surveyed by Cox Surveying Co., under date of August 9, 1979, and described in Exhibit "A" attached hereto and incorporated herein by reference. Said easement shall be limited to the portions of said described roadway as are on property owned by the Defendants.

2. The easement and right of way herein granted is and shall be and remain personal to Plaintiffs, their agents, employees, guests and successors in interest, and is limited in scope to use only for ingress and egress to and from the Plaintiffs' improvements now located in the Southeast quarter of Section 22, or any replacements thereof by the Plaintiffs or their successors in interest or their successors. This easement cannot be used for ingress and egress or any other purpose by successors in interest or assignees of Plaintiffs who acquire their ownership or interest in land in the Southeast quarter of said Section 22 as a result of the subdivision thereof, conveyance of separate parcels therefrom or conveyance of undivided interests therein, provided, however, that this restriction and limitation on said easement shall continue only until whichever of the following events first occurs:

A. Twenty years from the date of this agreement.

B. The Defendants subdivide or convey separate parcels of their lands or undivided interests therein.

3. Said easement is limited and conditioned upon the Plaintiffs constructing and maintaining a fence, locked gate or other adequate barrier at the east boundary line of their property, ~~so as to effective prevent~~ AND OTHERWISE, AND EFFECTIVELY PREVENTIN unauthorized persons residing ~~to the east~~ OUTSIDE of Plaintiffs' property from using said easement and right of way. D.G. J.M.D.

4. If the Plaintiffs or their successors should fail to construct the barrier described in Paragraph 3 hereof or should fail to maintain the same so as to effectively prevent unauthorized persons residing to the east of Plaintiffs' property from using said easement and right of way, then, and in that event, this easement and right of way shall then terminate without the necessity of Defendants taking any action to effect said termination and Plaintiffs, their agents, employees, guests and successors in interest shall then cease to use said easement and right of way; provided, however, that if Plaintiffs or their successors shall be enjoined or prohibited from maintaining said barrier by any Decree or Order of a court having jurisdiction over the matter, which Decree or Order is entered as a result of a contested proceeding, then, said easement and right of way herein granted shall terminate forthwith, and the parties shall be restored to their former rights, position, and the status quo existing at the time of signing the Stipulation, and nothing herein contained shall affect or prejudice the rights of the parties as the same existed at and before the signing of this Stipulation.

5. Plaintiffs agree to promptly construct and maintain at their own expense the barrier provided for in Paragraph 3 hereof, and the easement and right of way herein granted shall not be used until the installation of said barrier is completed.

6. Simultaneously with the construction and completion of said barrier provided for in Paragraph 3 hereof, the Defendants will remove at their own expense all gates, barriers, pits and excavations which now exist on said easement and right of way, and put that portion of said easement and right of way where said gates, barriers, pits and excavations are located in as good and passable condition as it was prior to the construction of said barriers, pits and excavations.

7. Plaintiffs hereby indemnify and hold Defendants harmless

225085554 10/2/2025 1:32 PM
PGS 3 $43.00 DF $40.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 Y

RETURN RECORDED DOCUMENT TO
4515 Ford Drive, Colorado Springs, CO 80908

Document Fee: $40.00

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated 2 day of October, 2025, is made between **Michael C. Turner** ("Grantor"), of the County of El Paso and the State of Colorado

AND

The Arroya Ponds 26, LLC, a Colorado limited liability company, as to an undivided 50% interest and Holly A. Pilbrow and Edward M. Cooke as Joint Tenants, as to an undivided 50% interest ("Grantee"), of the County of El Paso and the State of Colorado,

whose legal address is 4515 Ford Drive, Colorado Springs, CO 80908,

of the County of El Paso and State of Colorado, grantees:

WITNESS, that the Grantor(s), for and in consideration of **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($400,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto Grantee, their heirs and assigns, its successors and assigns forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A"

ALSO KNOWN AS: 0 Vollmer Road, Colorado Springs, CO 80908

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or in equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns or the Grantor, **warrants title to the same.**, subject to ***the Statutory Exceptions***

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

Michael C. Turner

State of Colorado

County of El Paso

The foregoing instrument was acknowledged before me this 2 day of October, 2025 by Michael C. Turner.

LEANNE HANNA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214041190
MY COMMISSION EXPIRES OCTOBER 18, 2025

Witness my hand and official seal.

LeAnne Hanna
Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

Exhibit "A"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED ACCORDINGLY PLS 10376 AND AT THE NORTH END BY A FOUND 2-1/2" ALUMINUM CAP STAMPED ACCORDINGLY PLS 9646, ASSUMED TO BEAR N00°37'14"W A DISTANCE OF 2651.33 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO; THENCE N00°37'14"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 40.00 FEET; THENCE N88°38'56"E ON A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 158.10 FEET TO THE POINT OF BEGINNING;

THENCE N45°31'06"W, A DISTANCE OF 431.45 FEET;
THENCE N03°17'03"E, A DISTANCE OF 1352.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLMER ROAD AS DESCRIBED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF EL PASO COUNTY, COLORADO;
THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE N59°58'50"E, A DISTANCE OF 694.83 FEET;
THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET;
THENCE N69°36'18"E, A DISTANCE OF 603.87 FEET;
THENCE S30°23'46"E, A DISTANCE OF 264.58 FEET;
THENCE S61°52'38"W, A DISTANCE OF 227.40 FEET;
THENCE S79°15'47"W, A DISTANCE OF 276.17 FEET;
THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET;
THENCE S40°09'47"W, A DISTANCE OF 310.61 FEET;
THENCE S09°56'46"W, A DISTANCE OF 270.03 FEET;
THENCE S35°00'25"W, A DISTANCE OF 167.38 FEET;
THENCE S57°24'01"W, A DISTANCE OF 235.36 FEET;
THENCE S27°23'34"E, A DISTANCE OF 566.79 FEET;
THENCE S88°38'56"W ON A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 104.90 FEET TO THE POINT OF BEGINNING.

225085558 10/2/2025 1:37 PM
PGS 3 $43.00 DF $260.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 Y

RETURN RECORDED DOCUMENT TO
9920 Arroya Lane, Colorado Springs, CO 80908

Document Fee: $260.00

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated 2 day of October, 2025, is made between **Michael C. Turner** ("Grantor"), of the County of El Paso and the State of Colorado

AND

Timbers of Black Forest Subdivision 2025, LLC, a Colorado limited liability company ("Grantee"), of the County of El Paso and the State of Colorado,

whose legal address is 9920 Arroya Lane, Colorado Springs, CO 80908,

of the County of El Paso and State of Colorado, grantees:

WITNESS, that the Grantor(s), for and in consideration of **TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($2,600,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, its successors and assigns forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A"

ALSO KNOWN AS: Trails at Timberline East Parcel 2, Colorado Springs, CO 80908

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or in equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns or the Grantor, **warrants title to the same.**, subject to ***the Statutory Exceptions***

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

Michael C. Turner

State of Colorado

County of El Paso

The foregoing instrument was acknowledged before me this 2 day of October, 2025 by Michael C. Turner.

LEANNE HANNA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214041190
MY COMMISSION EXPIRES OCTOBER 18, 2025

Witness my hand and official seal.

LeAnne Hanna
Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

Exhibit "A"

TRAILS AT TIMBERLINE EAST PARCEL 2:

A PARCEL OF LOCATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°18'04"E, A DISTANCE OF 2640.26 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22;
THENCE S88°38'37"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4), A DISTANCE OF 30.00 FEET;
THENCE N00°18'04"W, A DISTANCE OF 852.14 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE S89°41'56"W, A DISTANCE OF 1283.66 FEET;
THENCE S38°17'19"W, A DISTANCE OF 182.67 FEET;
THENCE S56°32'31"W, A DISTANCE OF 489.24 FEET;
THENCE S36°59'01"W, A DISTANCE OF 517.38 FEET;
THENCE S47°35'42"W, A DISTANCE OF 105.23 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SW1/4 SW1/4) OF SAID SECTION 22;
THENCE S88°38'56"W ALONG SAID SOUTH LINE, A DISTANCE OF 148.37 FEET;
THENCE N27°23'34"W, A DISTANCE OF 611.28 FEET;
THENCE N57°24'01"E, A DISTANCE OF 235.36 FEET;
THENCE N35°00'25"E, A DISTANCE OF 167.38 FEET;
THENCE N09°56'46"E, A DISTANCE OF 270.03 FEET;
THENCE N40°09'47"E, A DISTANCE OF 310.61 FEET;
THENCE N89°39'18"E, A DISTANCE OF 356.07 FEET;
THENCE N79°15'47"E, A DISTANCE OF 276.17 FEET;
THENCE N61°52'38"E, A DISTANCE OF 227.40 FEET;
THENCE N30°23'46"W, A DISTANCE OF 264.58 FEET;
THENCE N69°36'18"E, A DISTANCE OF 141.59 FEET;
THENCE N01°18'16"E, A DISTANCE OF 150.40 FEET;
THENCE N89°41'56"E, A DISTANCE OF 1247.78 FEET;
THENCE S00°18'04"E, A DISTANCE OF 997.65 FEET TO THE POINT OF BEGINNING;

208083871 07/24/2008 04:24:37
PGS 35 $176.00 DF $ 0

Electronically Recorded Official Records El Paso County CO
Robert C. "Bob" Balink Clerk and Recorder
TD1000 N

EXECUTION COPY

WHEN RECORDED RETURN TO:
Black Hills Corporation
350 Indiana Street, Suite 400
Golden, Colorado 80401
Attn: Carolyn Sheffield

ASSIGNMENT OF EASEMENTS

This Assignment of Easements ("Assignment"), is made as of July 14, 2008, by and between Aquila, Inc., a Delaware corporation ("Seller"), and Aquila Colorado Gas Opco, LP, a Delaware limited partnership ("Buyer"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

208083871

WHEREAS, Seller has entered into an Agreement and Plan of Merger dated February 6, 2007 (the "Merger Agreement") among Seller, Great Plains Energy Incorporated, a Missouri corporation ("Parent"), Gregory Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and Buyer, which, among other things, provides for the merger of Merger Sub with and into Seller immediately after the Closing.

WHEREAS, Buyer, Seller Parent and Merger Sub, entered into that certain Asset Purchase Agreement, dated February 6, 2007 (the "Asset Purchase Agreement"), pursuant to which, among other things, Buyer agreed to assume from Seller the Assumed Obligations, and Seller agreed to assign to Buyer all of Seller's rights to the Purchased Assets, including, without limitation the easements lying, being, and situate in the County of El Paso and State of Colorado legally described on Exhibit A attached hereto (the "Easements").

NOW, THEREFORE, pursuant and subject to the terms of the Asset Purchase Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby assigns and transfers all of the Easements to Buyer, and Buyer hereby accepts such assignment.

2. Seller and Buyer agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Assignment.

3. This Assignment is being delivered pursuant to the Asset Purchase Agreement and will be construed consistently therewith. This Assignment is not intended to, and does not, in any manner enhance diminish, or otherwise modify the rights and obligations of the Parties

$176.00

under the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern.

4. This Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

5. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Seller and Buyer and their respective successors and permitted assigns.

(Signature Page Follows)

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment to be signed by their respective and duly authorized officers as of the date first above written.

AQUILA, INC., a Delaware corporation

By:_____
Name: Christopher Reitz
Title: Senior Vice President, General Counsel and Corporate Secretary

AQUILA COLORADO GAS OPCO, LP, a Delaware limited partnership

By: AQUILA, INC., as General Partner

By:_____
Name: Christopher Reitz
Title: Senior Vice President, General Counsel and Corporate Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 10 day of July, 2008, by Christopher Reitz as Senior Vice President, General Counsel and Corporate Secretary of Aquila, Inc., a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public Signature

My Commission Expires:

3.27.2011

[SEAL]

SARA R. GIETZEN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: March 27, 2011
Commission # 07394146

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 10 day of July, 2008, by Christopher Reitz as Senior Vice President, General Counsel and Corporate Secretary of Aquila, Inc., as general partner of Aquila Colorado Gas Opco, LP, a Delaware limited partnership, on behalf of the limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public Signature

My Commission Expires:

3.27.2011

[SEAL]

SARA R. GIETZEN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: March 27, 2011
Commission # 07394146

EXHIBIT A

Legal Descriptions

State of Colorado – El Paso County

Property Owner	S	T	R	Book	Page	Legal Description
Bishop, David M. & Kennedy, Jack				5087	622	6 ft. wide strip being 40 ft. long on S side of Lot 2, Blk. 11 & 10 ft. wide along N side of Lot 1, Blk. 11; Adams Street Addition No. 1, Monument
Monument L. L. C.						7 ft. wide tract over front 7 ft. of Lots 1 - 11 & 16 - 24, Blk. 4; Lots 1 - 9, Blk. 5; Lots 1 - 22 & Lots 25 - 36, Blk. 6 & Lots 4 - 8, Blk. 8, Wild Oaks Farms Subdivision #1, Filing #3, Fountain
El Paso County Board of Commissioners	19	15	65			Tract in NW 1/4 of Sec. 19, T15S, R65W beg. at W 1/4 corner of Sec. 19; th. N89°42'00"E on S line of NW 1/4 754.56 ft. to pt. of beg.; th. continue on S line of NW 1/4 N89°42'00"E 204.69 ft. to W line of Blk. 6 in Wilson's Widefield Addition #3; th. on W line N29°48'00"E 12.97 ft.; th. N89°44'22"W 91.43 ft.; th. N79°28'21"W 50.27 ft.; th. N89°13'07"W 50.75 ft.; th. N01°09'40"W 13.82 ft.; th. N15°42'39"E 55.35 ft. to S line of Widefield Blvd, as platted in Widefield Homes #10; th. on S line N89°33'45"W 20.73 ft.; th. S15°42'39"W 52.85 ft.; th. S01°09'40"E 39 ft. to pt. of beg., Fountain
El Paso County Board of Commissioners	22	12	64			Tract in Sec. 22, T12S, R64W of 6th P.M. beg. at intersection of NWly r-o-w line of Hwy. 24 & Wly r-o-w line of Elbert Road; th. S46°37'14"W on NWly line of Hwy. 24 13.76 ft.; th. N00°00'00"W on a line that is 10 ft. Wly of & parallel with W r-o-w line of Elbert Road 59.98 ft.; th. N16°17'20"W 63.36 ft. to NWly r-o-w line of Rock Island & Pacific RR; th. on NWly line N46°37'14"E 38.21 ft. to Wly r-o-w line of Elbert Road; th. on W r-o-w line S00°00'00"E 137.59 ft. to pt. of beg., containing 2,065 sq. ft. more or less, Monument
RMBG, LLC #1						20 ft. wide strip parallel & contiguous with front property line of Lot Nos. 11 - 33 of The Trails File 2, Phase 2 & 10 ft. strip for Lot 27 & 20 ft. strip for Lot 23, Monument
Miller, Beverley	9	11	67			30 ft. wide strip in NW 1/4 of Sec. 9, T11S, R67W of 6th P.M. (Miller Property) - bearings based on S line of NW 1/4 of Sec. 9 monumented at SW corner by a 3" metal cap PLS 23875 & at SE corner by a rebar & aluminum cap marked PLS 23875, line assumed to bear N89°11'56"E 2582.21 ft.; c/l of strip beg. at 3/4 in rebar w/aluminum cap marking center 1/4 corner of Sec. 9; th. N27°25'13"W 3267.44 ft. to NWly line of Red Rock Ranch Road; th. along a line midway bet. 2 existing gas mains for next 2 courses; N46°26'19"W 367.12 ft.; th. N44°39'47"W 595.53 ft. to SEly line of land described in recorded instrument #200092524 & also N45°05'26"W 285.16 ft. to SEly line of land described in recorded instrument #203108743, Monument

Property Owner	S	T	R	Book	Page	Legal Description
Cornell, Charles O. & Mary Denise	9	11	67			30 ft. wide strip in NW 1/4 of Sec. 9, T11S, R67W of 6th P.M. (Cornell Property) - bearings based on S line of NW 1/4 monumented at SW corner by 3 in metal cap PLS 23875 & SE corner by rebar & aluminum cap marked PLS 23875, line assumed to bear N89°11'56"E 2582.21 ft.; beg. at 3/4 in. rebar marking center 1/4 corner of Sec. 9; th. N43°05'24"W 1822.57 ft. to SEly line of land descr. in instrument recorded in #95139318; c/l described; th. along line midway between 2 existing mains N51°52'39"W 29.73 ft. to Wly line of parcel & terminus of centerline, Monument
Randal Construction, Inc.						2 in. main in 10 ft. wide strip across Lot 3, Walden III Subdivision, Filing 2, Monument
Burlage, Loren H. & Marilyn J.	9	11	67			30 ft. wide strip in NW 1/4 of Sec. 9, T11S, R67W of 6th P.M. (Burlage Property) - bearings based on S line of NW 1/4 of Sec. 9 monumented at SW corner by 3" metal cap PLS 23875 & SE corner by rebar & aluminum cap PLS 23875 assumed to bear N89°11'56"E 2582.21 ft.; beg. at 3/4 in. marking center 1/4 corner of Sec. 9; th. N43°05'24"W 1822.57 to Wly line of land descr. in instrument recorded in #95139318; th. along line midway bet. 2 mains N51°52'39"W 29.73 ft. to Wly line of parcel & pt. of beg. of c/l; th. continue along said line; th. N51°52'39"W 42.28 ft.; th. N50°22'07"W 381.79 ft.; th. N49°48'13"W 457.19 ft.; th. N49°00'03"W 448.07 ft.; th. N49°36'30"W 251.84 ft. on a non-tangent curve to left whose radius is 11896.38 ft. thru central angle of 01°05'05"225.24 ft. to Wly line of sec. 9 at a pt. S01°34'04"E 106.03 ft. from NW corner thereof & there ending, Monument
On the Rocks	4	12	66			Two 20 ft. wide strips in E 1/2 NE 1/4 NE 1/4 of Sec. 4, T12S, R66W, c/l basis of bearings is N line of E 1/2 monumented at E end with 3 1/4 in. aluminum cap marked PLS 4842 & monumented on W end with plastic cap marked PLS 16406; beg. at NW corner of E 1/2; th. S89°17'03"E along N line of NE 1/4 10 ft. to pt. of beg. of c/l; th. S0°03'49"W 269.13 ft.; th. S45°36'21"E 43.20 ft.; th. S12°28'00"E 72.30 ft.; th. S7°14'10"W 137.51 ft.; th. S11°59'03"W 73.94 ft.; th. S1°22'48"W 42.54 ft.; th. S18°12'44"W 40.24 ft.; th. S5°54'00"E 57.65 ft.; th. S3°42'59"W 103.89 ft.; th. S0°03'49"W 174.60 ft.; th. S39°01'11"E 114.87 ft.; th. S29°34'34"E 24.55 ft.; th. S24°49'51"E 86 ft.; th. s19°39'27"E 45.51 ft.; th. S50°43'30"E 33.53 ft.; th. S26°56'43"E 19.87 ft.; th. S80°43'02"E 89.44 ft.; th. S69°25'59"E 93.76 ft. to pt. known as Pt. A & c/l terminating; AND beg. at Pt. A; th. S26°45'39"W 95.92 ft. to S line of NE 1/4 NE 1/4 & pt. of beg. of c/l; th. N26°45'39"E 102.96 ft.; th. N50°20'13"E 52.18 ft. to W line of land descr. at Rec. #205012148 & c/l there terminating, Monument
Tobias, Lawrence C.						20 ft. wide strip contiguous with N property line of Lot 30, Latigo Country Estates Filing #2, Monument

Property Owner	S	T	R	Book	Page	Legal Description
Tohyama, M.				1962	558	TBS site in S 50 ft. of Lots 21 & 22, Blk. 6, Trinity Addition, Palmer Lake
Pland 2 LLC	28, 29	12	64			A portion of the SE¼ of Sec. 29, T12S, R64W of the 6th P.M., County of El Paso, State of Colorado, and being more particularly described as follows: Basis of Bearings: The Sly line of Sec. 28, T12S, R64W of the 6th P.M., being monumented at the SW corner and the SE corner by a 3¼ in. aluminum cap stamped "PS INC 1996 PLS 30087", being assumed to bear, S89°47'29"E a distance of 5,270.55 feet. Commencing at the NEly corner of Lot 42, 4 Way Ranch Filing No. 1 as platted in the El Paso County Records under Reception No. 206712416, said point being the point of beginning; th. N38°15'30"E and on the SEly right-of-way line of Eastonville Road a distance of 409.00 feet; th. S51°15'19"E a distance of 30 feet; th. S38°15'30"W a distance of 421.70 feet to a point on the boundary of said Lot 42; th. N28°23'01"W and on the boundary of said Lot 42 a distance of 32.68 feet to the point of beginning. Containing a calculated area of 12,460 square feet, or 0.286 acres, more or less.
Thompson, Wilbur C. and Dorothy Belle	19, 24	11	65,66	1882	312	W1/2SW1/4, Sec. 19, T11S, R65W: SE1/4 and E1/2SW1/4, Sec. 24, T11S, R66W of the 6th p.m., such R-O-W to be 25 ft. in width. the owner has the right to request tap on pipeline at any reasonable time.
Solomon, Bruce W.	19, 20	11	65	1882	308	SW1/4SW1/4, Sec. 20; SE1/4 and E1/2 SW1/4 of Sec. 19, all in T11S, R65W of the 6th p.m. Such R-O-W to be 25 ft. in width, and located within 100 ft. from the center of St. Hwy. 50.
Farrar, Katherine T. and Frederick M.	20, 21	11	65	1882	320	A R-O-W 25 ft. in width along the extreme southern part of the SW1/4 of Sec. 21: SE1/4 and SE1/4SW1/4 of Sec. 20, T11S, R65 W of the 6th p.m., said R-O-W to be not more than 100 ft. N of the c/l of St. Hwy. 50 as it presently exists.
CO Interstate Gas Co.	28	11	65	1332	682	Beg. at a pt. in said NW1/4 of Sec. 28, T11S, R65W, which pt. of beg. is 906.5 ft. E of the W sec. line of said Sec. 28, and 30 ft. S of the N sec. line of said Sec. 28; th. N 89 degrees, 40 minutes E 100 ft. to a pt.; th. S 0 degrees, 20 minutes E 150 ft. to a pt.; th. S 89 degrees, 40 minutes W 100 ft. to a pt.; th. N 0 degrees, 20 minutes W 150 ft. to the pl. of beg.
Savage, Samuel L.	17	11	66	1980	730	E portion of the SE1/4 of the NW1/4 of Sec. 17, T11, R66W and any portion of Spring Park Sub. or Spring Park Dr.
Higby, John B. and Ladis J.	17	11	66	1980	744	Commencing at N line running 20 ft. S of described property; W1/2 of SW1/4 of NW1/4, lying S of Cnty. Rd., W1/2 of NW1/4 of SW1/4, S1/2 of S1/2, Sec. 17, T11, R66
Higby, Louis R.	17	11	66	1980	732	Commencing at N line running 20 ft. S of described property: E1/2 of NE1/4 of SW1/4 of NE1/4, all that part of E1/2 of SW1/4 of NW1/4 lying S of Cnty. Rd., N1/2 of SE1/4, NE1/4 of SW1/4, E1/2 of NW1/2 of SW1/4 of Sec. 17, T11, R66

Property Owner	S	T	R	Book	Page	Legal Description
Ewton, Belle	17	11	66	1980	727	E1/2 of NW1/4, Sec. 16, T11, R66, said R-O-W shall be limited in width to 10 ft. shall not be construed to deny Grantor an unhindered access to and from such properties now or after owners.
Mayer, Ervin	17	11	66	1980	696	Beg. at a pt. on the S line of the SE1/4 of the NW1/4 of Sec. 17, T11S, R66W of the 6th p.m. and 329 ft. Ely from the SW corner thereof; th. Ely along said S line 293.38; th. angle left 89 degrees, 50 minutes and run Nly parallel to the W line of the said SE1/4 of the NW1/4 798.42 ft. to a pt. on the Sly line of the R-O-W of CO St. Hwy. 50; th. angle left 121 degrees, 55 minutes and run Wly along the Sly line of said R-O-W 70 ft.; th. angle right 17 degrees, 40 minutes and continuing Wly along the Sly line of said R-O-W 241.39 ft.; th. angle left 75 degrees, 45 minutes and run Sly parallel with the said W line of the SE1/4 of the NW1/4 702.85 ft. to the pt. of beg., more or less.
Pleiman, John H. and Lillian G.	17	11	66	1980	698	A portion of the SE1/4 of the NW1/4 of Sec. 17, T11S, R66W of the 6th p.m., described as follows: Beg. at the SW corner of the SE1/4 of the NW1/4 of Sec. 17, T11S, R66W of the 6th p.m.; th. Nly along the W line of the said SE 1/4 of the NW1/4 620.25 ft. to a pt. on the Sly line of the R-O-W of CO St. Hwy. 50; th. angle right 75 degrees, 45 minutes and run Ely along the Sly line of said R-O-W 339.44 ft.; th. angle right 104 degrees, 15 minutes and run Sly parallel to the aforesaid W line of the SE1/4 of the NW1/4 702.85 ft. to a pt. on the S line of the said SE1/4 of the NW1/4; th. angle right 89 degrees, 50 minutes and run Wly along the S line of the said SE1/4 of the NE1/4 329 ft. to the pt. of beg.
Clark, Vincent R. and Allene M. Clark	17	11	66	1980	694	Portion of the SE1/4 of the NW1/4 of Sec. 17, T11S, R66W of the 6th p.m., described as follows: Commencing at the SE corner of the SE1/4 of said NW1/4 of said Sec. 17; th. Wly along the E-W c/l of said sec. 17 a distance of 452.65 ft. to the pt. of beg. of the tract hereby described; th. continue Wly along said E-Wc/l a distance of 245.75 ft.; th. angle right 90 degrees 10 minutes Nly a distance of 798.42 ft. to intersect the Sly R-O-W line of St. Hwy. 50; th. angle right 58 degrees, 05 minutes NEly along said R-O-W line 290.76 ft.; th. angle right 122 degrees, 42 minutes Sly 947.83 ft. to the pt. of beg.
Wahlborg, Alfred S.	18	11	66	1980	740	SW1/4 of NW1/4, W1/2 of W1/2 of SE1/4 of NW1/4, S1/2 of S1/2 of NW1/4 of NW1/4, Sec. 18, T11, R66
Higby Livestock Co.	19	11	66	1980	739	W1/2, SE1/4, SW1/4, S1/2, NW1/4, S1/2, NE1/4 of Sec. 19, T11, R66. A 20 ft. R-O-W entering the above described property 1379 ft. E of the W line on he S side and leaving the property 2542 ft. E of the W line on the N side of property. With the understanding that the co. move said pipeline at their own expense when property is subdivided, and pipeline is considered a hindrance to said sub.
Rebello, Al	27	11	66	1980	722	N1/2 of N1/2 of NW1/4 of SE1/4 of Sec. 27, T11, R66W of the 6th p.m.

Property Owner	S	T	R	Book	Page	Legal Description
King, Mettie E.	27	11	66	1980	720	S1/2 of N1/2 of SW1/4 of the S1/2 of S1/2 of NW1/4 of SE1/4 of Sec. 27, T11, R66W of the 6th p.m. (except the rd.)
Boulden, Luke W.	27	11	66	1980	721	S1/2 of S1/2 of N1/2 of NE1/4 of Sec. 27, T11, R66W of the 6th p.m.
Barber, Howard F.	27	11	66	1980	723	part of S3/4 of SW1/4 of SE1/4 of Sec. 27, T11, R66W of the 6th p.m.
Schreder, Don A.	27	11	66	1980	724	N1/2 of N1/2 of NW1/4 of SE1/4 of Sec. 27, T11, R66 W of the 6th p.m.
Sherman, Marvin	27	11	66	1980	719	N1/2 of S1/2 of N1/2 of NW1/4 of SE1/4 of Sec. 27, T11, R66W of the 6th p.m. The gas line to be laid along the existing phone line which is approx. 500 ft. from (west of) Hwy. 83. This will cross the property described from N to S.
Thompson, Doyle and Erma E.	27	11S	66W	1882	318	NW1/4 of NW1/4, E1/2 of NW1/4 and W1/2 of NE1/4 of Sec. 27, T11S, R66W of the 6th p.m., such R-O-W to be 25 ft. in width..
Whittier, Margaret T.	28	11	66	1882	314	The W 730 ft. of the N 1670 ft. of the NE1/4 of Sec. 28, T11S, R66W of the 6th p.m., such R-O-W to be 25 ft. in width.
Dyberg, Julius A.	34	11	66	1980	733	Part of W1/2 of SW1/4 of NE1/4, Sec. 34, T11, R66 described as follows: Beg. at NE corner of W1/2 of SW1/4 of NE1/4 of said sec. the run S on E line of W1/2 of SW1/4 of NE1/4 487 ft.; th. W parallel with N line of W1/2 of SW1/4 of NE1/4 30 ft. to pt. of beg. of tract to be herein described; th. continuing W parallel with said N line 483 ft.; th. S parallel with E line of W1/2 of SW1/4 of NE1/4 451 ft.; th. E parallel with N line of W1/2 of SW1/4 of NE1/4 483 ft.; th. N parallel with E line of W1/2 of SW1/4 of NE1/4 451 ft. to pt. of beg. which pt. of beg. is 487 ft. S and 30 ft. of NE corner of W1/2 of SW1/4 of NE1/4
Kaessner, Omar	34	11	66	1980	690	SW1/4, W1/2, W1/2 of SE1/4 ex. part to Allen ex. road with MR Sec. 34, T11, R66
Edwards, Gordon	34	11	66	1980	746	N1/2 of NW1/4, W1/2 of NW1/4 of NE1/4 of Sec. 34, T11, R66
Kyle, Bruce J. and Rose M.	34	11	66	1980	748	20 a. that portion of W1/2 of SW1/4 of NE1/4 of Sec. 34, T11, R66 described as follows: commencing at NE corner of W1/2 of SW1/4 of NE1/4 of Sec. 34,; th. S on E line 36 ft.; th. W parallel with N line 30 ft. to pt. of beg. of tract to be described the W part with N line 483 ft.; th. S parallel with N line 483 ft.; th. N parallel with E line 451 ft. to pt. of beg. with R-O-W 5 ft. N/L.
Shearn, Donald W., Jr. and Mariann	34	11	66	1980	745	N1/2 of NW1/4, W1/2 of NW1/4 of NE1/4 of Sec. 34, T11, R66 To run parallel and next to Mountain View Electric power lines.
Batey, Wayman C. and Lela M.	34	11	66	1980	751	W1/2 of SW1/4 of NE1/4 and the S1/2 of NW1/4 of Sec. 34, T11S, R66W of the 6th p.m.
Purcell, Raymond F. and Elizabeth	9	11	67	1882	305	That portion of the S1/2 of the NW1/4 of Sec. 9, T11S, R67W of the 6th p.m. lying S of the Cnty. Rd., described as follows: Commencing at the NW corner of the SE1/4

Property Owner	S	T	R	Book	Page	Legal Description
C.						of the NW1/4 of said Sec. 9; th. Ely along the Nly line of the said SE1/4 of the NW1/4 441.57 ft. to the pt. of beg., said pt. being on the Wly R-O-W line of a cnty. rd., formerly US Hwy 85-87; th. angle right 41 degrees, 14 minutes and Sly along the said Wly R-O-W line 417.98 ft.; th. angle right 105 degrees 40 minutes a distance of 1224.02 ft.; th. angle right 124 degrees, 59 minutes, 30 seconds a distance of 481.3 ft.; th. angle right 54 degrees, 25 minutes, 30 seconds and run NEly 835.43 ft. to the pt. of beg. Except an undivided 1/2 interest in and to all oil and mineral rights now existing in said described premises reserved to W.F. Clausing and Bertha Burns Clausing by the deed recorded in Bk. 1237 at Pg. 91 of the records in the Office of the Cnty. Clerk and Recorder of El Paso Cnty., CO
Wilson, Ronald L. and Delores D.	10	11	67	5281	308	A tract of land located in the SW1/4 of the SW1/4 of Sec. 10, T11S, R67W of the 6th p.m., more particularly described as follows: Commencing from a pt. of intersection of the Nly line of said SW1/4 of the SW1/4 with the NEly line of St. Hwy. 105, running S 54 degrees, 04 minutes E on said Hwy 105 R-O-W line 356.0 ft. from the pt. of beg.; th. continuing SEly on the same course 180.0 ft., angling left 90 degrees NEly 140.0 ft., angling left 90 degrees NWly 180.0 ft.; th. angling left 90 degrees SWly 140.0 ft. to the pt. of beg.
Wilson, Ronald L. and Delores D.	10	11	67	5281	310	That part of land located in the SW1/4 of the SW1/4 of Sec. 10, T11S, R67W of the 6th p.m., lying NEly of St. Hwy. 105 excluding that part conveyed per Bk. 2618 at pg. 492 in the El Paso Cnty. Register's Office.
Higby, James E.	14, 23	11	67	2401	841	The land affected shall be a strip of land 15 ft. in width ling between St. Hwy. 50 and Higby Rd., the Wly line of said strip shall coincide with a line determined by existing Dept. of Hwy. R-O-W lines, which are more particularly described as follows: Beg. at the intersection of the Ely R-O-W line of the Existing frontage rd. and the Sly R-O-W line of st. Hwy. No. 50 in the S1/2 of Sec. 14, T11S, R67W of the 6th p.m., which pt. can be identified by that conveyance from William e. Higby to the Dept. of Hwys, St. of Co, dated 2/7/64 and recorded 2/27/64, in Bk. 2000 commencing at Pg. 440 of the El Paso Cnty. records; th. continuing Sly along said Ely R-O-W line to a pt. on the S line of said Sec. 14, from which pt. the NE corner of Secc. 23, T11S, R67W of the 6th p.m. bears N 89 degrees, 43 minutes E a distance of 3085.2 ft.; th. continuing Sly along the Ely line of that parcel of land conveyed to the Dept. of Hwys by the Higby Livestock Co., a corp., dated the 7th day of Feb., 1964 and recorded 2/27/64 in Bk. 2000 commencing at Pg. 436 of the El Paso Cnty. records, a distance of 839.6 ft., more or less, to a pt. on the Ely R-O-W line of St. Hwy. No. 1 (as of 4/62) which Ely R-O-W line of St. Hwy. No. 1 is described in that conveyance from the Higby Livestock Co., Inc. to St. Hwy. Commission of CO, a public corp., for the use and benefit of the Dept. of Hwys. of the St. of

Property Owner	S	T	R	Book	Page	Legal Description
						CO, dated 12/5/52, and recorded in Bk. 1367 commencing at Pg. 359 of the El Paso Cnty records; th. continuing Sly along said Ely R-O-W line to the intersection with the Nly line of the cnty. rd. known as Higby Rd., which road is located at approx. the E-W c/l of Sec. 23, T11S, R67W of the 6th p.m.
Wassam, Leonard J. and Mabel K.	5	11	67	2316	348	A strip of land 25 ft. wide across Blk. 9 and Blk. 37, adj. to railroad fence. Fil. E Palmer Lake, Sec. 5, T11, R67.
The Salvation Army, a Corp.	5,8	11	67	1882	298	All of the unplatted part of the NE1/4 of the Ne1/4, Sec. 8, T11S, R67W of the 6th p.m. Also: Part of the SE1/4 of the SE1/4 of Sec. 5, T11S or R67W of the 6th p.m., containing 6.23 acres, more or less, and described as follows, to wit: Beg. at a pt. on the E line of the SE1/4 of said Sec. 5, 202 ft., more or less, N of the SE corner of said Sec. 5, the said pt. being where the S line of the St. Hwy. intersects the E line of said Sec. 5; th. S 202 ft., more or less, to the SE corner of said Sec. 5; th. W along the S line of said Sec. 5, 640.0 ft. to a pt.; th. N and parallel to the E line of said Sec. 5, 646.2 ft. to a pt. on the S line of the St. Hwy.; th. SEly along the S line of said St. Hwy., 775.8 ft., more or less, to a pt. of beg.
Royse, Eston and Lena	5	11	67	1882	303	A pipeline easement in that part of SE1/4 of the SE1/4 of Sec. 5, T11, R67W of the 6th p.m., lying S of St. Hwy. 105, except 3.63 acres to El Paso Cnty., and except 6.23 acres to Salvation Army
The Woodmoor Corp.	14	11	67	2162	99	A 50 ft. wide temporary construction easement to be reduced after constr. to a 30 ft. wide permanent easement for the installation and maintenance of a natural gas line over and across the following described property: The S1/2 of the S1/2 of the S1/2 of the SW1/4 of the NE1/4 of Sec. 14, T11S, R67W of the 6th p.m.
Stenger, Wesley E. and Phyllis	22	11	67	2158	995	Lot 1-C Panoramic Acres, located in Sec. 22, T11S, R67W. A strip of land 25 ft. wide across the E side from N to S, a distance of 325 ft. of L 1-C Panoramic Acres
American Telephone and Telegraph	23	11	67	5776	78	S1/2 of NW1/4 and N1/2 of SW1/4 of Sec. 23, T11S, R67W of the 6th p.m., such R-O-W to be 25 ft. in width.
The Higby Livestock Co.	23	11	67	1882	316	S1/2 of NW1/4 and N1/2 of SW1/4 of Sec. 23, T11S, R67W of the 6th p.m., such R-O-W to be 25 ft. in width.
Moses, Lillian Alice				2051	987	A strip of land 20 ft. wide running parallel with and adj. to the E property line of US Hwy. 24, located on and through L14, 15, 16, 19 and 20, Blk. 22, No. 1 addition to town of Cascade, CO
Cathedral Rock Interprises, Inc.				1980	726	The Wly 10 ft. of Tract 29, Arrowwood Sub. No. 1, a refiling of Arrowwood Sub. according to the recorded plat thereof at Plat Book Z at pg. 78
Cathedral Rock Enterprises, Inc.				1980	725	Along the shoulders of but within the R-O-W of those portions of Arrowwood Dr., Cimarron Rd. and Powderhorn Dr. which lie within the boundaries of Arrowwood No. 1, a refiling of Arrowwood Sub. according to the recorded plat thereof at Plat Book Z at

Property Owner	S	T	R	Book	Page	Legal Description
						pg. 78
Hightower, Donald and Dorothy E.				1980	743	L #B-1 all of Blk. 14 in Brentwood Country Club and Cabin Sites Tract #1
Floyd, Earl L. and Ann C.				1773	474	L1, Blk. 1, Zeller's Add., Town of Fountain, State of CO
Board of Cnty. Commissioners of El Paso Cnty., CO				1773	475	A 10 ft. wide easement, the c/l of which begins at a pt. 150 ft. E of the E line of Main Str. and 134 ft. N of the N line of Iowa Str., and proceeds in an Ely direction 81 ft. parallel to the N line of Iowa Str., all in Zeller's Add.
Zabviokie, Edward S.				1567	138	Beg. at a pt. approx. 145 ft. W of the NE corner of L1 in Blk. 2 in Hutchins Add.; vacated th. S 530 ft.
Aga, Sigurd and Corrine M.				1567	137	L4-9, Blk. 8, Hutchins Add
Christian, Robert				1567	136	L12,4, Blk. 11, Hutchins Add.
Christian, Richard				1567	135	L21, Blk. 31, Santa Fe Add.,
Sours, John H.				1980	677	A 15 ft. R-O-W across the Sly portion of the following described property; beg. at a pt. 3 ft. N of present irrigation ditch. Tract 38 Fountain Valley Land and Irrigation Co. Sub. #1. That part lying N of Co. Rd.
York, Quentin				2158	994	A strip of land 25 ft. wide E side of L5 for 135.65 ft. Little Ranches of Fountain, Blk. 4
Hayden, Lewis A.				1980	760	The Wly 8 ft. of L12, Blk. 4 in Little Ranches of the Fountain
Kole, Daniel				1980	756	The Ely 8 ft. of L13, Blk. 4 in Little Ranches of the Fountain
McFann, Robert				1980	754	The Wly 8 ft. of L8, Blk. 4 in Little Ranches of the Fountain
Humphrey, William P.				1980	758	The Wly 8 ft. of L5, Blk. 4 and the Ely 8 ft. of L6, Blk. 4 all in Little Ranches of the Fountain
Steinhauer, George N.				1980	752	The Ely 8 ft. of L9, Blk. 4 in Little Ranches of the Fountain
Gravenor, Frank M. and Queen				1896	147	L3 and the E 20 ft. of L4 of Blk. 11 in Pine Crest Sub.
Webb, Gordon H.				1896	145	L32, 33, 34 and part of L31 in Blk. 11 in Pine Crest Sub.
Webb, Gordon H.				1980	679	L32, 33, 34 and part of L31 in Blk. 11 in Pine Crest sub.
7-Eleven Food Stores, a Div. of the Soutland Corp.				2337	388	Chancellor's Annexation #1, 401 Royalty Place, SE corner of Annexation
Ceresa, John - President				2205	630	L19, 20, Blk. 2, Southmoor Sub. #1 Add., SE of Colorado Springs A 6 ft. utilities easement along the Eastern most 6 ft. of L19 and 20 in Blk. 2
Messenger, C.W. - President				2238	830	L1 and 6, Blk. 1, Southmoor Sub. Add. No. 1. A 6 ft. utilities easement along the NWly side of L1, Blk. 1 for the purposes of installing a natural gas line. A 6 ft. utilities easement along the Wly side of L6, Blk. 1 for the

Property Owner	S	T	R	Book	Page	Legal Description
						purposes of installing a natural gas line.
Walker, Fred				1980	728	L2, BLk. 2, refiling of Spring Parks Sub.
Peoples Natural Gas, a div. of Northern Natural Ga						The Wly 10 ft. of L2 and the Ely 10 ft. of L1, in Blk. 1 in Pine Valley Estates Sub.
Danby, Paige H. and James C.						The utility Easement along the SEly 8 ft. of L90, Woodmoor Lode.
Burrows, John R.	5	12	65	1896	133	The N 50 ft. of the E 30 ft. of the N1/2 of the SE1/4 of the NE1/4 of the SE1/4 of Sec. 5, T12S, R65W of the 6th p.m.
Hanson, Verda M.	6	12	65	1896	143	That portion of the NW1/4 of Sec. 6, T12S, R65W of the 6th p.m. described as follows: commencing at the SW corner of Sec. 6; th. N 0 degrees, 7 minutes, 30 seconds E on the W line thereof a distance of 3979.50 ft.; th. S 88 degrees, 52 minutes, 30 seconds E 1459.50 ft. to the pt. of beg. of the tract to be described hereby; th. continue S 88 degrees, 52 minutes, 30 seconds E 330 ft.; th. S 0 degrees, 7 minutes, 30 seconds W 160 ft.; th. S 88 degrees, 52 minutes, 30 seconds E 191 ft.; th. S 0 degrees, 7 minutes, 3 seconds W 330 ft.; th. N 88 degrees, 52 minutes, 30 seconds W 660 ft.; th. N 0 degrees, 7 minutes, 30 seconds E 330 ft.; th. S 88 degrees, 52 minutes, 30 seconds E 139 ft.; th. N 0 degrees, 7 minutes, 30 seconds E 160 ft. to pt. of beg. Subject to a 30 ft. R-O-W for roadway purposes which of way lies N of a line which is 30 ft. S of and parallel with the first course of said above described tract. RELEASE That portion of the NW1/4, Sec. 6, T12S, R65W of the 6th p.m.: Commencing at the SW corner of said Sec. 6; th. N 0 degrees, 7 min, 30 secs E on the W line thereof a dis. of 3979.50 ft.; th. S 88 degrees, 52 min, 30 secs E 1604 ft. for the pt. of beg. of the R-O-W to be descr. hereby; th. con. S 88 degrees, 52 min, 30 secs E 40 ft.; th. S 0 degrees, 7 min, 30 secs W 305 ft.; th. N 88 degrees, 52 min, 30 secs W 40 ft.; th. N 0 degrees, 7 minutes, 30 secs E 305 ft. to the pt. of beg., except that portion contained within roadway described in deed recorded in bk. 1901 pg. 918 under reception no. 227074
Sears, John W	6	12	65	1896	141	Commencing at the NE corner of Sec. 6, T12S, R65W of the 6th p.m.; th. Sly on the E line of said Sec. 6 a distance of 1465 ft. to the c/l of a rd. running Wly; th. angle right 92 degrees, 48 minutes Wly 990 ft. along said c/l to the pt. of beg. of the tract hereby described; th. continue this last mentioned course a distance of 330 ft.; th. angle right 87 degrees, 12 minutes Nly 660 ft.
Gilbert, Effie G.	6	12	65	1896	131	That portion of the NE1/4 of Sec. 6, T12S, R65W of the 6th p.m. described as follows: Commencing at the NE corner of said sec. S on the E line of said sec., a distance of 1465 ft. angle right 92 degrees, 48 minutes, Wly a distance of 556.18 ft. angle right 91 degrees, 13 minutes

Property Owner	S	T	R	Book	Page	Legal Description
						N 26 ft. to the pt. of beg. of the tract con. N 150 ft. angle left 93 degrees, 20 minutes W 120 ft. angle left 86 degrees, 40 minutes S 120 ft.; angle left 93 degrees, 20 minutes E 120 ft. to the pt. of beg.
Boss, Bessie	8	12	65	1896	137	L1,2,16,17, Blk. 5 in Brentwood Country Club Add. and Cabin Sites; tract #1 in Sec. 8, T12, R65
Ford, L.O.	8	12	65	1896	139	Improvement survey of the W1/2 of the S1/2 of the SW1/4 of the NW1/4 of the NE1/4 of Sec. 8, T12S, R65W of the 6th p.m., except the W 30 ft. thereof which is reserved for road purposes and except the S 30 ft. thereof which is reserved for road purposes.
Wells, Robert N. and Doris L.	9	12	65	1980	749	A R-O-W 20 ft. wide for ingress and egress and underground utility lines over that portion of the N1/2 of the SW1/4 of Sec. 9, T12S, R65W of the 6th p.m., th N line of which is described as follows: Beg. at a pt. on the W line of said SW1/4 that is 430 ft. Sly thereon from the NW corner of said SW1/4; th. Ely parallel with the N line of said SW1/4 a distance of 2450 ft., more or less, to intersect the W line of the tract of land described in deed to Billy R. Blaire and Billie L. Blair recorded in Bk. 1500 at pg. 633 under Reception No. 962026
Collicutt, Mary Sue and Cecil H.	9	12	65	1896	159	The W 15 acres of the SE1/4 of the SW1/4 and the E 165 t. of the S 28 acres of the SW1/4 of the SW1/4 of Sec. 9, T12S, R65W of the 6th p.m.
Myers, Robert G. and Dorothy N.	19	12	65	2178	741	That portion of the SW1/4, Sec. 19, T12S, R65W of the 6th p.m., described as follows: Commencing at the SE corner of said Sec. 19; th. W along the S line of said sec. a distance of 3300 ft.; th. N and parallel with the E line of said sec. to a pt. which is 30 ft. S of the E-W c/l of said sec. for the pt. of beg. of the tract to be described hereby; th. E and parallel with said E-W c/l a distance of 330 ft.; th. S and parallel with the E line of said sec. a distance of 1584 ft.; th. W and parallel with the said E-W c/l a distance of 330 ft.; th. N and parallel with the E line of said sec. a distance of 1584 ft. to the pt. of beg.
Kramer, F.D.	22	12	65	1896	135	N1/2 of SW1/2, Sec. 22, T12S, R65W such R-O-W to be 20 ft. in width, and start at NW corner of the above described property, and to run in a SEly direction to the homes; th. in an Ely direction to E line of the described property. Said line to run as now staked.
Dines, Thomas M. and Carla W.	22	12	65	1896	149	A strip of land 30 ft. in width across the W1/2 of SW1/4 of SE1/4 and SW1/4 of NW1/4 of SE1/4, all in Sec. 22, T12, R65, more particularly described as follows: Commencing at a pt. 1370 ft. N of the SW corner of the above described property, for the c/l of said R-O-W; th. in a SEly direction across said property to a pt. 972 ft. N of the SE corner of said property.
Miller, Hilliard E.	22	12	65	1896	129	E1/2 of the SW1/4 of the SE1/4 and the SE1/4 of the NW1/4 of the SE1/4 of Sec. 22, T12S, R65W comprising 30 acres - such R-O-W will be 20 ft. in width.
Riker, John R. and Ruth B.	17	12	65	1980	742	The E1/2 of the E1/2 of E1/2 of the SE1/4 of the SW1/4, Sec. 17, T12S, R65W of the 6th p.m. except R-O-W for public hwy. over and across the S 30 ft. thereof.

Property Owner	S	T	R	Book	Page	Legal Description
Webb, Mrs. Bernice	28	12	65	2131	462	A R-O-W 20 ft. wide paralleling the N boundary line of Tracks 1,2 and 3 located in the N1/2 of Sec. 28, T12S, R65W. (This Natural Gas pipeline will serve three houses located in the above tract that desire Natural Gas Service).
Hanson, Maurice	3	12	66	1980	735	That part of the NE1/4 of the NW1/4 of the NW1/4 of Sec. 3, T12S, R66W of the 6th p.m. lying N and W of the Cnty. Rd. as now established. R-O-W entering 80 ft. from Hwy. 83 at W boundary running in straight line and leaving E boundary at 360 ft. from Hwy. 83
Fredericksen, James L. and Bavetta W.	3	12	66	1980	736	That part W1/2 of NW1/4 of NW1/4, Sec. 3, T12, R66 lying Wly of 60 ft. rd. th. c/l sd. rd. desc. as follows: Beg. at pt. on W line sd. W1/2 of NW1/4 of NW1/4 106.8 ft. S of NW corner; th. S 49 degrees, 9 minutes E 164.5 ft.; th. S 17 degrees, 18 min. E 233.3 ft.; th. S 40 degrees, 5 min. E 145 ft.; th. S 38 degrees, 55 min. E 409.7 ft.; th. S 39 degrees, 48 minutes W 649.2 ft. to pt. on S line sd. W1/2 of NW1/4 of SW1/4 sd. sec. 6.75 acres.
Landers, Orval	4	12	66	1980	734	A tract of land being the N 341.40 ft. of the E1/2 of the SE1/4 of the NE1/4 of Sec. 4, T12S, R66W of the 6th p.m. 5181 acres
Oliver, Gloria T.	4	12	66	1980	688	A tract of land that is a portion of the E1/2 of the SE1/4 of the NE1/4 of Sec. 4, T12S, R66W of the 6th p.m. whose location and boundaries are more particularly described as follows: Commencing at a pt. that is on the E line of the SE1/4 of the NE1/4 of said Sec. 4 that is 321.0 ft. N thereon from the E1/4 corner said Sec. 4; th. angle left 106 degrees, 0 min. a distance of 447.60 ft. to a pt. of intersection with a line drawn parallel to and 230 ft. Ely from the W line of the E1/2 of the SE1/4 of the NE1/4 of said Sec. 4, said pt. being the pt. of beg. and SE corner of the tract described hereby; th. Nly on said parallel line a distance of 531.20 ft.; th. angle right 60 degrees, 21 minutes, 30 seconds a distance of 495.46 ft. to a pt. of intersection with the E line of the NE1/4 of said Sec. 4; th. angle left 60 degrees, 19 minutes, 30 seconds on said E line a distance of 7.09 ft. to a pt. on a line that is 341.40 ft. Sly from and parallel with the N line of the SE1/4 of the NE1/4 of said Sec. 4; th. angle left 89 degrees, 25 minutes on said parallel line a distance of 660.89 ft. to the W line of the E1/2 of the SE1/4 of the NE1/4 of said Sec. 4; th. angle left 90 degrees, 37 minutes Sly a distance of 856.22 ft. to a pt. that is 130.40 ft. Nly from the S line of the SE1/4 of the NE1/4 of said Sec. 4; th. angle left 105 degrees, 58 minutes NEly a distance of 239.23 ft. to the pt. of beg., containing 5.793 acres.
Brown, Ronald	4	12	66	1980	738	The E 200 ft. of the W1/2 of the SE1/4 of the NE1/4 of Sec. 4 in T12S, R66W of the 6th p.m., excepting there from that portion of the above described property lying within the following described: Beg. at the SE corner of the NE1/4 of said Sec. 4; th. N 1 degree, 30 minutes W 321 ft.; th. S 72 degrees, 30 minutes W 847 ft.; th. S 5 degrees W 72 ft.; th. E 820 ft. to the pt. of beg.

Property Owner	S	T	R	Book	Page	Legal Description
Frederickson, James L.	4	12	66	1980	737	E1/2 of E1/2, L1, ex. rd. Sec. 4, T12, R66. 21 acres.
Stephenson, Clark B. and LaVerne	5	12	66	2131	461	The NW1/4 of SE1/4 lying N and W of Cnty. Rd. in Sec. 5, T12S, R66W
Cuthbert, Warren H.	12	12	66			A tract of land in the SW1/4 of the NE1/4 in Sec. 12, T12S, R66W of the 6th p.m. whose location and boundaries are more particularly described as follows: The E 330 ft. of the W 660 ft. of the N1/2 of the SW1/4 of the NE1/4 of said Sec. 12 subject to an easement of R-O-W over the S 30 ft. thereof; together with a non-exclusive easement of R-O-W over the E 60 ft. of the SW1/4 of the NE of said Sec. 12 and 30 ft. each side of the E-W c/l of the SW1/4 of the NE1/4 of said Sec. 12 and together with a non-exclusive easement of R-O-W over the N 99 ft. and the S 20 ft. of the SE1/4 of the NE1/4 of said Sec. 12.
Clark, Laurence R. and Rosemary	12	12	66	1896	155	The N 20 ft. of the S1/2 of the SW1/4 of the SE1/4 of the NE1/4; the N 20 ft. of the SW1/4 of the SE1/4 of the SE1/4 of the NE1/4; and the N 20 ft. of the SE1/4 of the SE 1/4 of the SE1/4 of the NE1/4 all in Sec. 12, T12S, R66W of the 6th p.m.
Case, Luther G. and Marie T.	15	12	66	1896	157	Beg. at the NE corner of the SE1/4 of Sec. 15, T12S, R66W of the 6th p.m. then S on the E line of said SE1/4; a distance of 660 ft.; th. W 660 ft.; th. angle left 81 degrees, 17 minutes, 14 seconds SWly to N line; th. angle right along N line to W line of said SE1/4; th. angle right along W line to the NW corner thereof; th. angle right along N line of said SE1/4 to pt. of beg.; said R-O-W to extend Wly from Howells Rd. along the rdwy. now known as Case Lane, a distance of approx. 2273 ft.; with the right to cross Case Lane at any pt. nec. to service customers on either side of the rd.
Johnson, R.E.	23	12	66	1773	476	The S 20 ft. of the NE1/4 except the E 30 ft. thereof, in Sec. 23, T12S, R66W of the 6th p.m., subject to R-O-W for rd. purposes.
Mitula, A.J.	5	13	68	1928	391	Part SW1/4 of SE1/4, Sec. 5, T13, R68 - 2 A Beg. at SE corner of SW1/4 of SE1/4 said Sec. 5 run th. W along S line said sub. a distance of 296.7 ft. M/L to inters. with N line of R-O-W of St. Hwy. 24; th. N 51 degrees, 13 minutes W along and coin with said R-o-W a distance of 327.3 ft. to pt. th. and rt. 14 degrees, 13 minutes E a distance of 551.9 ft. to pt. th. and rt. 90 degrees S a distance of 205 ft. to beg.
Behm, Julios and Eleanor	5	13	68	1928	390	That part of SW1/4 of SE1/4, Sec. 5, T13, R68, which parallels N line of US Hwy 24, described as follows: From the pt. of intersection of the S line of said Sec. 5 with NEly line of US Hwy 24 running N 51 degrees, 13 minutes W on said Hwy. line 327.3 ft. for pt. of beg; th. continuing N 51 degrees, 13 minutes W on said line 140.4 ft.; th. and rt. 85 degrees, 8 minutes and running NEly 66.5 ft.; th. angle right 64 degrees, 09 minutes and running Ely 174.5 ft.; th. angle left 10 degrees, 40

Property Owner	S	T	R	Book	Page	Legal Description
						minutes and running NEly 100 ft.; th. angle right 97 degrees, 29 minutes and running Sly 125 ft., M/L to a pt. due E from pt. of beg. 187.2 ft. said pt. being on N line of a tr. as heretofore conv. to Mitula as rec. in B1181-457; th. due W on said N line 187.2 ft. to pt. of beg.
Wood, L.W.	5	13	68	1928	389	That part of SW/4 of SE1/4, Sec. 5, T13, R68, which parallels N line of US Hwy 24 as described as follows: Commencing at SE corner of SW1/4 of SE1/4 of said Sec. 5; th. N on E line thereof 338.6 ft. to pt. of beg. of tract to be described hereby; th. S 67 degrees, 22 minutes W 152.5 ft.; t. S 76 degrees, 29 minutes W 53.9 ft.; th. N 70 degrees, 24 minutes W 64 ft.; th. N 68 degrees, 46 minutes W 118.2 ft.; th. S 87 degrees, 24 minutes W 100 ft.; th. N 81 degrees, 56 minutes W 174.5 ft.; th. S 33 degrees, 55 minutes W 66.5 ft. to a pt. on NEly line of US HWY 24; th. N 51 degrees, 13 minutes W on NEly line of said Hwy. 297.9 ft.; th. N 5 degrees, 7 minutes E 868.2 ft., M/L to a pt. on N line of SW1/4 of SE1/4 of said Sec. 5 that is 850.01 ft. Wly on said N line from NE corner thereof; th. Ely on said N line 141.1 ft. to said NE corner; th. S on E line of said SW1/4 of SE1/4 1053 ft., M/L, to pt. of beg. except that part conv. to Sidney W. and Marie A. Ruffu as desc. in Bk. 1279-256 and ex. a R-O-W together with an additional 9 ft. on the W of above tract.
Peoples Natural Gas Div. of NN Gas Co.	5	13	68			A tract or parcel of land No. 104-A of the Division of Hwys, St. of CO, Project F024-2 (1) containing 1.09 acres, more or less, in the S1/2 of Sec. 5, T13S, R68W, of the 6th p.m. It is the intent of this deed to convey that R-O-W agreement acquired by the Plateau Natural Gas Co., as recorded in Bk. 1896, Pg. 161 of the El Paso Cnty. records, said tract or parcel being more particularly described as follows: A 16.5 ft. R-O-W running along the Wly side of and adj. to the Wly line of US Hwy. No. 24 R-O-W, said 16.5 ft. R-O-W lying in and running through the following described tract of land to wit: All that portion of the E1/2 of SW/4 and the SW1/4 of the SE1/4 all in Sec. 5, T13S, R68 W of the 6th p.m., lying SWly of the said SWly line of St. Hwy. No. 24. The above described parcel contains 1.09 acres, more or less.
Allard, Robert E. and Jean McGuire	5	13	68	1896	161	A 16.5 ft. R-O-W running along the Wly side of and adj. to the Wly line of the US Hwy. No. 24 R-O-W, said 16.5 ft. R-O-W lying in and running through the following described tract of land to wit: All that portion of the E1/2 of the SW1/4, and the SW1/4 of the SE 1/4 all in Sec. 5, T13S, R68W of the 6th p.m. lying SWly of the SWly R-O-W line of US Hwy No. 24, subject to existing leases for poster panels.
Hotson, John H.	5	13	68	1896	172	A 16.5 ft. R-O-W running along the Wly side of and adj. to the Wly line of the US Hwy. No. 24 R-O-W said 16.5 ft. R-O-W lying in and running through the following described tracts of land to wit: The SW1/4 of the NW1/4 and the NW1/4 of the SW1/4 of Sec. 5, T13S, R68W of the 6th p.m., except a portion thereof conveyed to

Property Owner	S	T	R	Book	Page	Legal Description
						Thomas C. Kirkwood, et. al., as recorded in Bk. 541 at Pg. 246, El Paso Cnty. records, and except a portion thereof conveyed to Hal Brown and recorded in Bk. 1235 at Pg. 14, E Paso Cnty. records, and except a Railroad R-O-W tract described in conveyance recorded in Bk. 89 at Pg. 4.
Woodland Park Lions Club	8	13	68	1928	393	That part of NE1/4 of NE1/4, Sec. 8, T13, R68, lying NEly of Hwy. No. 24
McGrady, Joseph T.	8	13	68	1980	717	The following direction of that portion of the SE1/4 of the NE1/4 of Sec. 8, T13S, R68W of the 6th p.m., described as follows: Beg. at the SW corner of the SE1/4 of the NE1/4 of said Sec. 8; th. N on the W line thereof 40 ft.; th. angle right 60 degrees, NEly 172.7 ft., more or less, to a pt. on the NEly line of that certain tract heretofore conveyed to James E. Pickett and Eoline J. Picket by Warranty Deed recorded in Bk. 1380 at Pg. 300 of the records of El Paso Cnty, CO, that is 150.2 ft. NWly thereon from the most Ely corner of said Pickett tract; th. angle right SEly on said line 150.2 ft. to a pt. on the S line of the SE1/4 of the NE1/4 of said Sec. 8 that is 240 ft. E of the pt. of beg.; th. W on said S line 240 ft. to the pt. of beg.
Brockhurst, Henry W. and Lula K.	8	13	68	1928	392	Part of the NW1/4 of NE1/4, Sec. 8, T13, R68W 1 1/6 acre M-1 (1.15 acres, Mr. Garstin's Estimate) being all that part situated NE of Hwy. No. 24.
McGrady, Joseph T.	8	13	68	1896	151	The following direction of that portion of the SE1/4 of the NE1/4 of Sec. 8, T13S, R68W of the 6th p.m., described as follows: Beg. at the SW corner of the SE1/4 of the NE1/4 of said Sec. 8; th. N on the W line thereof 40 ft.; th. angle right 60 degrees, NEly 172.7 ft., more or less, to a pt. on the NEly line of that certain tract heretofore conveyed to James E. Pickett and Eoline J. Pickett by Warranty Deed recorded in Blk. 1380 at Pg. 300 of the records of El Paso Cnty., CO, that is 150.2 ft. NWly thereon from the most Ely corner of said Pickett tract; th. angle right SEly on said line 150.2 ft. to a pt. on the S line of the SE1/4 of the NE1/4 of said Sec. 8 that is 240 ft. E of the pt. of beg.; th. W on said S line 240 ft. to the pt. of beg.
Gayler, G.G.	8	13	68	1896	169	A R-O-W running along the Wly side and adj. to the Wly line of the US Hwy. No. 24 R-O-W, said R-O-W lying in and running through the following described tract of land to wit: All that portion of the NW1/4 of the NE1/4 of Sec. 8, T13S, R68W of the 6th p.m., which is bounded on the E by the Wly line of R-O-W of the St. Hwy.'s connecting road to Green Mountain Falls, as described in Bk. 910 at Pg. 482 in the records of El Paso Cnty., CO and by the Wly line of the US Hwy No. 24 R-O-W and on the W by the Ely line of R-O-W of the former Midland Terminal Railway Co.; containing 7.4 acres more or less, and designated as Tract No. 3
Applequist,	9	13	68	1928	397	Part of SW1/4 of the NW1/4, Sec. 9, T13, R68 as

Property Owner	S	T	R	Book	Page	Legal Description
George A.						follows: Beg. on Nly line of US Hwy. 24 at most Sly corner of a tract of land conv. to Fred S. Russell, Rec. in Bk. 1129 Pg. 442, Th. S 59 degrees, 09 minutes E on Nly line said Hwy., 279 ft.; th. N 27 degrees, 31 minutes E a distance of 312.4 ft.; th. N 59 degrees, 09 minutes W parallel with Nly line said hwy., 279 ft. to SEly line of Russell Tract; th. S 27 degrees, 31 minutes W on said SEly line 312.4 ft. to beg.
Jones, Roy V. and Laura B.	9	13	68	1928	396	A portion of NW1/4, Sec. 9, T13, R68, Beg. at pt. on Ely R-O-W line of Hwy. 24 at survey Sta. 2031 plus 96.7 of said Hwy. whence the SW corner of SW1/4, said Sec. 9 bears S 36 degrees, 08 minutes W 633 ft.; th. S 55 degrees, 22 minutes E on Ely R-O-W line said hwy., a distance of 605.3 ft. to survey Sta. 2038 plus 02 of said hwy, th. N 27 degrees, 31 minutes E 722 ft.; th. N 55 degrees, 08 minutes W 513.8 ft.; th. S 35 degrees, 18 minutes W 723 ft. to beg.
Henson, George A. and Lois B.	9	13	68	1928	395	The 25 ft. R-O-W to be across that portion which lies adj. to US Hwy. 24, such portion of land is approx. 25 x 200 ft. located in that portion of W1/2 of NW1/4, Sec. 9, T13, R68, Western Hills Sub. - as described in office of Cnty. Clerk, Bk. Y, Pg. 21, Reception No. 5670
Smischny, Ray L. and Glea	9	13	68	1928	394	That part of SW1/4 of NW1/4. NW1/4 of SW1/4 lying N of R-O-W of Hwy. 24, N1/2 of NW1/4, SE1/4 of NW1/4, W1/2 of NE1/4, Sec. 9, T13, R68 ex 9.33 acres in SW1/4 of NW1/4 and ex 2 acres in SW1/4 of NW1/4 and ex tract in NW1/4 of SW1/4. SW1/4 of NW1/4 and SE1/4 of NW1/4 and ex part to henson and ex parts conveyed by deeds in bk. 1462-617, 618, 622; bk. 1425-510, 516; bk. 1481-250; bk. 1490-63; bk. 1597-43; 1647-294; 1657-201
Harr, Herbert R. and Anne G.	15	13	68	1994	291	That portion of SW1/4 of SE1/4 of Sec. 15, T13, R68 described as follows: From SW corner of SW1/4 of SE1/4, Sec. 15 running N 42 degrees, 42 minutes E 853.3 ft. to pt. on Wly R-O-W line of US Hwy. 24; th. N 44 degrees, 41 minutes W 250 ft. for pt. of beg. of tr; th. cont. N 44 degrees, 41 minutes W 250 ft.; th. S 45 degrees, 19 minutes W 80 ft.; th. S 34 degrees, 36 minutes E 228.5 ft.; th. S 44 degrees, 41 minutes E 25 ft.; th. N 45 degrees, 19 minutes E 120 ft. to pt. of beg.
Brown, Elmer E.	15	13	68	1994	283	Part of SE1/4 of SW1/4, Sec. 15, T13, R68, said tract being part of midterm RR R-O-W described as follows: Commencing at S1/4 corner of said Sec.; th. Ely on S line 620.52 ft. to SWly R-O-W line of said RR R-O-W; th. angle left 136 degrees, 18 minutes NWly on said R-O-W 1925.20 ft. which is pt. of beg. of tract described hereby; th. angle right 90 degrees, NEly 175 ft. N/L to pt. in center of Fountain Creek; th. angle left 90 degrees, NWly 175 ft.; th. angle left 90 degrees, 175 ft. N/l to SWly line of said RR R-O-W; th. angle left 90 degrees SEly along said R-O-W 175 ft. to pt. of beg.
Brown, Elmer E.	15	13	68	1994	285	A R-O-W for driveway purposes over that portion of the SW1/4 of Sec. 15, T13S, R68W of the 6th p.m.,

Property Owner	S	T	R	Book	Page	Legal Description
						described as follows: Commencing at the most Ely corner of that tract of land conveyed to Emma S. Moore and William H. Moore by Warranty Deed recorded in Bk. 1517 at Pg. 255 of the records of El Paso Cnty. CO; th. S 31 degrees, 41 minutes W 132 ft. to intersection the NEly R-O-W of the Cnty. Rd; th. 90 degrees left SEly 25 ft.; th. N 31 degrees 41 minutes E to a pt. on the SWly R-O-W line of the Midland Terminal Railway Co.; th. NWly along said R-O-W line to the pt. of beg.
Chipita Ranch Co.	15	13	68	1994	289	R-O-W along the Nly side of St. Hwy. 24, thru the following described property; (14A) NE1/4 of SE1/4, N1/2 of SE1/4, SE1/4 of SE1/4. N1/2 of SW1/4, SE1/4 of SE1/4, Sec. 15, T13, R68. That portion of SW1/4 of SE1/4, NE1/4 of SW1/4, NW1/4 of SE1/4, SE1/4 of NW1/4, Sec. 15, T13, R68 lying Nly and Ely of US Hwy. 24. Sly and Ely of a rd. known as Wellington rd. ex therefrom that certain tract and R-O-W to Nichols by WD in Bk. 940 Pg. 440 of said rec. ex. part to Higginbotham
Still, Bert E. and Andria M.	15	13	68	1980	704	That part of SW1/4 of SE1/4 SE1/4 of SW1/4, Sec. 15, T13, R68 lying between R-O-W of Mid Terminal RY Co. and US Hwy. 24 ex part to White Honifield
Wenger, A.F.	15	13	68	1980	686	A portion of SW1/4 of SE1/4. SE1/4 of SW1/4 of Sec. 15, T13, R68 described as follows: From SE corner of Sec. 15 running W on S line thereof 1310 ft. to pt. of inter. with c/l of US Hwy 24; th. N 44 degrees, 41 minutes W on said line 1514 ft.; th. angle left 90 degrees S 45 degrees, 19 minutes W 50 ft. to pt. on SWly R-O-W line said Hwy for pt. of beg. of tract; th. N 44 degrees 41 minutes W on said line 420 ft. to pt. on N line of SE1/4 of SW1/4 of Sec. 15; th. Wly on said line 481.6 ft. to pt. of inters. with NEly R-O-W line of mid term RY; th. S 45 degrees, 24 minutes E on said R-O-W line 420 ft.; th. Ely to pt. of beg.
Dwyer, Alrfed H. and Jean		13	68	1928	398	Paralleling W property line of L21, Sec. 15, 22, 23, T13S, R68W of the 6th p.m.
Chipita Park Co.	16	13	68	1994	281	SE1/4 of NE1/4 of Sec. 16, T13S, R68W of the 6th p.m. 980 ft. from cotton wood tree at intersection W of Chipita Lodge W on Fountain Rd. 1 inch gas line will cross Chipita Park Co. land running NEly to creek behind L.J. Besancon house.
Verbeck, Eugene R.	16	13	68	1980	681	A tract that is a portion of NW1/4 of Sec. 16, T13, R68 described as follows: commencing at a pt. on NEly line of mid term RR R-O-W whence E1/4 corner of Sec. 16 bears S 58 degrees, 31 minutes, 30 seconds E 4125.65 ft. said pt. being pt. of curve on said R-O-W line; th. S 45 degrees, 49 minutes E on NEly R-O-W line 190.20 ft. to pt. of intersection with SWly R-O-W line of CO rd; th. W 30 degrees, 45 minutes W on said SWly R-O-W line of CO rd. 277.05 ft. to pt. of curve; th. on curve to L whose RAD is 196.52 ft. an arc dist. of 44.37 ft. to pt. of beg. of tr. wherein desc; th. SEly on last ment. curve an arc dist. of 44.37 ft.; th. S 30 degrees, 45 minutes E 8.95 ft.; th. S

Property Owner	S	T	R	Book	Page	Legal Description
						42 degrees, 14 minutes, 37 seconds W 170.85 ft. to pt. of intersection with SWly R-O-W line of mid term RR at a curve thereon whose rad. pt. bears S 42 degrees, 14 minutes, 37 seconds W 1858.14 ft. from said pt. of intersection; th. NWly on said curve of RR R-O-W line an arc dist. of 47.45 ft. to pt. of intersection with line drawn S 40 degrees, 46 minutes, 50 seconds W from pt. of beg.; th. N 40 degrees, 46 minutes, 50 seconds E 182.22 ft. to pt. of beg. A 10 ft. R-O-W along the NEly line of the above described property.
Waters, Sally	22	13	68	1928	400	Sec. 22, T13, R68. Beg. NE Corner of SE1/4 of NE1/4 of said sec.
Dwyer, Alfred H.	22	13	68	1928	399	A part of NE1/4 of NE1/4, Sec. 22, T13, R68, being all that part lying N and E of NEly line of St. Hwy. 24: Beg. at NE corner said sec., and run th. Wly along n line of said sec. 22 a distance of 1209.75 ft. to pt. in NEly line of St. Hwy. 24; th. SEly along and coin with R-O-W line a distance of 1639.25 ft. to pt. on E line of Sec. 22 AFSD; th. Nly along and coin with E line said sec. a distance of 1151.9 ft. to pl. of beg. being all that part of NE1/4 of NE1/4 said sec. 22 lying N and E of NEly R-O-W line of St. Hwy.24 also tract 20 ft. wide in NE1/4 of NE1/4 being 10 ft. on each side of following description: Beg. at pt. in SWly line of R-O-w of Hwy. 24 from which NE corner of said sec. 22 bears N 69 degrees, 28 minutes E a distance of 1094.5 ft. and run th. S 31 degrees, 23 minutes W a distance of 137 ft. to pt. 21M/L A P116 #12
Swinden, Wilbur E. and Doris L.	23	13	68	1980	711	Part of SW1/4 of NW1/4, Sec. 23, T13, R68, described as follows: Beg. at Ely R-O-W of CO rd. at NWly corner of a tract of land to Hendrie, Bk. 1277, Pg. 542; th. N 21 degrees, 35 minutes W on Ely line of said CO rd. 197 ft.; th. NEly 110.2 ft. to intersection a line 25 ft. SWly from and parallel with Ely line of former R-O-W of Midland Term Railway Co at a pt. 85.15 ft. SEly on said parallel line from most Ely corner of tract des. Bk. 1545 pg. 297; th. Sly on said parallel line to intersection Wly line of said Hendrie tract extended Ely; th. Wly on said line 130 ft., more or less, to beg. P117C #13
Pole, Eleanor M. and Harry D.	23	13	68	1980	708	Part of SW1/4 of NW1/4, NW1/4 of SW1/4, Sec. 23, T13, R68 lying between Wly line of R-O-W of Mid Term RY and bounded on N by N line said SW1/4 of NE1/4 of Sec. 23 and on S by line described as follows: Beg. at pt. on Wly line of Hwy. 24 whence Wly end of tang on Nly side L3, Blk. 6, Pyramid Mt. Add. to town of Cascade bears S 20 degrees, 20 minutes E 315.3 ft., and run th. 71 degrees, 20 minutes W 196 ft. to pt. on Ely line of Mid Term RY. 18 M/L Also that portion Sec. 23, T13, R68 of what is known as R-O-W of Midland Term. Ry Co. described as follows: Beg. at SWly corner of a tract of land Conveyed to the grantees herein by W.D. Rec. 05/05/1949 in Bk. 1211, Pg. 359 El Paso County rec., which pt. lies on Wly 25 ft. Meas. on rad line from Ely R-O-W line to a pt., t. Nly on

Property Owner	S	T	R	Book	Page	Legal Description
						a line parallel with Ry to intersection the sec. line between Sec. 22,23 in said T13, R68; th. N on said sec. line to its intersection with Ely R-O-W line said mid Term. Ry Co.; th. Sly along aid Ely R-O-W line to beg.
Batman, Lina H.	23	16	68	1928	402	That portion of NW1/4 of NW1/4, Sec. 23, T16, R68, as described in records of El Paso Cnty. Courthouse: Commencing at NW corner of Sec. 23; th. S 2 degrees, W 810.5 ft. on W line of Sec. 23; th. S 64 degrees, 21 minutes E 104.3 ft. to pt. of beg. of tr. to be descr.; th. angle right 85 degrees, 12 minutes, 45 seconds SWly 118.47 ft.; th. angle left 71 degrees, 0 minutes, 45 seconds SEly 78.85 ft.; th. angle left 100 degrees, 08 minutes, 44 seconds NEly 137.71 ft.; th. angle left 94 degrees, 03 minutes, 16 seconds NWly 96.02 ft. to pl. of beg.
Hagan, Clark and Esther	23	13	68	1928	404	Part of SW1/4 of NW1/4, Sec. 23, T13, R68 beg. at pt. of intersection of N line of SW1/4 of NW1/4 said sec. with Ely R-O-W line of US Hwy. 24; th. Sly on Ely R-O-W said Hwy 290 ft.; th. angle left 90 degrees NEly on str. line to pt. of intersection with N line of SW1/4 of NW1/4 said Sec. 23; th. W on said N line to beg. also pt. of NW1/4 of NW1/4 Sec. 23, T13, R68 commencing st. SW corner thereof; th. N on W line thereof 135.4 ft.; th. S 44 degrees, 41 minutes E to intersection SEly line of R-O-W for rd. or said line ext. conv. to Elmer H. and Ima Texker Deed Bk. 1443, Pg. 377 for pt. of beg; th. cont. S 44 degrees, 41 minutes E to S line NW1/4 of NW1/4 said Sec. 23; th. Ely on said S line to SE corner of NW1/4 of NW1/4 said sec.; th. N on E line thereof to SWly corner tract conv. to WC Reeves Deed Bk.1457 Pg 274; th. Wly on Sly line said Reeves Tract to most Ely corner AFSD R-O-W; th. SWly on SEly line said R-O-W and said line ext. to beg. ex any portion ont. in R-O-W US Hwy. 24 ex bk. 1566-594 P117 #5
Tesker, Elmer H. and Irma	23	13	68	1928	403	Part of NW1/4 of NW1/4, Sec. 23, T13, R68 described as follows: Beg. at NW corner of said sec.; th. S 2 degrees, W 810.5 ft. of W line of said Sec. to corner no. 1; th. S 64 degrees, E 284.3 ft. to corner No. 2; th. N 25 degrees, 03 minutes E 322.8 ft. to corner No. 3; th. Ely on a line parallel to and 640 ft. M/L S from N line of said Sec. to a pt. on E line of said NW1/4 of NW1/4 of said Sec.; th. Nly on the E line of said WN1/4 of NW1/4 to NE corner thereof; th. Wly on N line of said Sec. to NW corner thereof, the pt. of beg. P117 #8
Clark, G.K. and Ellen I.	26	13	68	1896	184	A R-O-W lying in the SE1/4 of the NW1/4 of Sec. 26, T13S, R68W of the 6th p.m., said R-O-W to be described as follows: Beg. at the intersection of the S line of the NW1/4 of said Sec. 26 and the SWly line of the former Midland Terminal R-O-W; th. N 33 degrees, 15 minutes W along the Wly line of said Railway R-O-W, a distance of 440.8 ft. to the true pt. of beg. of the said R-O-W to be described hereby; th. N 11 degrees, 30 minutes W a distance of 40.48 ft. to a pt. that is 15 ft. NEly as

Property Owner	S	T	R	Book	Page	Legal Description
						measured at right angles from the said former SWly R-O-W line; th. N 33 degrees, 15 minutes W, parallel to the said SWly R-O-W line, a distance of 512 ft.; th. N 24 degrees, 57 minutes, 42 seconds E, a distance of 100 ft., more or less, to the intersection of the NEly R-O-W line of the said former Railway.
Clark, G.D. and Ellen I.	26	13	68	1896	187	A R-O-W lying in the SE1/4 of the NW1/4 of Sec. 26, T13S, R68 W of the 6th p.m., said R-O-W to be described as follows: Beg. at the intersection of the S line of the NW1/4 of said Sec. 26 and the SWly line of the former Midland Terminal R-O-W, a distance of 440.8 ft. to the true pt. of beg. of the said R-O-W to be described hereby: Th. N 11 degrees, 30 minutes W a distance of 40.48 ft. to a pt. that is 15.0 ft. NEly as measured at right angles from the said former SWly R-O-W line; th. N 33 degrees, 15 minutes W, parallel to the said SWly R-O-W line, a distance of 512 ft.; th. N 24 degrees, 57 minutes, 42 seconds E, a distance of 100 ft., more or less, to the intersection of the NEly R-O-W line of the said former railway.
Johnson, Anne Cusack	26	13	68	1896	163	A 25 ft. R-O-W located in the NW1/4 of the SE1/4 of Sec. 26, T13S, R68 W of the 6th p.m., said 25 ft. R-O-W to be 12.5 ft. either side of a c/l as hereby described: Beg. at a pt. on the Wly line of a tract of land as described in Bk. 1646, Pg. 570 in the records of El Paso Cnty., CO; from which pt. the NWly corner of the said tract of land bears N 4 degrees, 0 minutes W, 13.17 ft.; th. S 74 degrees, 23 minutes, 30 seconds E, 259.17 ft.; th. S 37 degrees, 34 minutes, 30 seconds E, 97.79 ft., more or less, to the intersection of the Ely line of the said tract of land.
Rerick, Sherman and Doris	26	13	68	1896	175	A 16.5 ft. R-O-W located in the NE1/4 of the SW1/4 of Sec. 26, T13S, R68W of the 6th p.m., said 16.5 ft. R-O-W to be 8.25 ft. either side of the c/l described hereby: Beg. at a pt. on the Nly line of the NE1/4 of the SW1/4 of said Sec. 26, from which pt. the NE corner of the SW1/4 of said Sec. 26, bears S 89 degrees, 15 minutes E, 420.52 ft.; th. S 29 degrees, 18 minutes E, 128.60 ft.; th. S 29 degrees, 14 minutes E, 263.68 ft.; th. S 35 degrees, 12 minutes E, 283.48 ft.; th. S 53 degrees, 52 minutes E, 80.93 ft., more or less, to the pt. of intersection of the said c/l with the Ely line of the NE1/4 of the SW1/4 of said Sec. 26
Caylor, Carrie I. (formerly Carrie I. Dittemore)	26	13	68	1896	178	A 16.5 R-O-W across the following described property. The pipeline will be a c/l of said R-O-W. Part of the NW1/4 of Sec. 26, T13S, R68W of the 6th p.m., described as follows: Beg. at the SEly corner of Blk. 25, Addition No. 1 to the Town of Cascade; th. at a right angle from the Ely line of the said Blk. 25 run N 65 degrees E 50 ft. to the E line of Hagerman Street in said Addition No. 1; th. N 60 degrees, 17 minutes E 59.74 ft. to the most Wly corner of that certain tract of land conveyed by the Cascade Town Company to Ethel S. Brown by Warranty Deed recorded in Bk. 979, Pg. 137 of

Property Owner	S	T	R	Book	Page	Legal Description
						the records of El Paso Cnty., CO; th. S 44 degrees, 38 minutes E 131.7 ft. on the Wly line of said Ethel Brown Tract; th. S 55 degrees, 28 minutes E 176.7 ft. on the Wly line of said Ethel Brown Tract; th. S 59 degrees, 02 minutes W 51.15 ft.; th. S 36 degrees, 14 minutes E 478.7 ft.; th. S 59 degrees, 02 minutes W 75.84 ft.; th. S 5 degrees, 0 minutes E 150.3 ft. to a pt. on the Ely R-O-W line of US Hwy. No. 24, at survey station 203+92.2 of the said hwy.; th. running NWly on the NEly R-O-W line of said Hwy. No. 24 to its intersection with the Sly line of said Blk. 25; th. NEly on the Sly line of said Blk. 25 to the pt. of beg.
City of CO Spring, CO	6	14	67	5099	799	A portion of the NW 1/4 of the SE1/4 of Sec. 6, T14S, R67W of the 6th p.m., said easement shall be 40 ft. in width, being and lying 25 ft. on the NEly side and 15 ft. on the SWly side of a line described as follows: commencing at the intersection of the NWly R-O-W line of the former Midland Terminal Railroad and the E line of the NW1/4 of the SE1/4 of said Sec. 6 (according to the survey thereof by H.I. Reid); th. angle right from the E line of the NW1/4 of the SE1/4 of said Sec. 6, 30 degrees, 7 minutes, 40 seconds SWly a distance of 149.61 ft.; th. angle right 93 degrees, 44 minutes, 40 seconds NWly a distance of 54.48 ft., more or less, to a pt. on the Wly R-O-W line of the former Midland Terminal Railroad, said pt. being the pt. of beg. of the line to be described hereby; th. continue on last mentioned course a distance of 55 ft.
The Fountain Valley School of CO	17	15	65	1980	731	A 16 ft. R-O-W easement across the SW1/4, Sec. 17, T15, R65, beg. at the NW corner of the CIG Regulator Station and running SWly to the SW corner of said Sec., a distance of 3600 ft., more or less.
Pinell, Nick, Richard and Lee	32	15	65	1980	750	A 20 ft. R-O-W starting at the SW corner of Secs. 32, T15, R65 and extending E to Cnty. Rd. running N and S through above described Sec. - legal description of property being Track #25 except 300 x 300 ft. in the NW corner of the SW1/4 of the SW1/4, Sec. 32, T15, R65
Wilson, Mr. Seward A.	24	15	66	2206	143	E1/2 of the SE1/4, Sec. 24, T15S, R66W of the 6th p.m. A R-O-W across the above property located 7.5 ft. each side of the pipeline
Enfield, Norman	24	15	66	2206	144	A 15 ft. R-O-W across that part of land lying E of the Cnty rd in SW1/4, SE1/4, Sec. 24, T15S, R66W, El Paso, Cnty.
Shelstad, Donald	24	15	66	3177	759	That portion of the NW1/4 of Sec. 24, T15S, R66W of the 6th p.m. A strip of land 10 ft. in width across the above described land running 126.5 ft. along the Eastern property line.
Sluder, Joe W.	5	16	65	1980	692	Part of NW1/4 of NW1/4, Sec. 5, T16, R65 described as follows: Beg. at NW corner of said Sec. 5; th. Sly on a line of said Sec. 5 S 35 ft. to pt. of beg. of tract herein described; th. angle left 89 degrees, 26 minutes Ely parallel to N line of said Sec. 5, 870.71 ft. to intersection of c/l of rd. Deed 8K 441-305; th. angle right 29 degrees,

Property Owner	S	T	R	Book	Page	Legal Description
						28 minutes, 30 seconds Sly along c/l of said rd., 542.61 ft. to curve; th. SEly on c/l of said rd. on curve to left having a central angle of 43 degrees, 12 minutes, radius of 206.68 ft. an arc dis. of 155.43 ft.; th. SEly on c/l of said rd. on tangent to aforementioned curve, 150 ft.; th. SWly on c/l of said rd. on curve to right having a center angle of 85 degrees, radius of 168.55 ft. an arc dis. of 250.05 ft.; th. SWly on c/l of said rd., on tangent to aforementioned curve, 139.16 ft.; th. angle right 43 degrees, 25 minutes, 30 seconds Wly 344.05 ft.; th. angle right 89 degrees, 44 minutes Nly 208 ft.; th. angle left 89 degrees, 41 minutes Wly, 593.97 ft. to inters. W line of Sec. 5; th. angle right 89 degrees, 44 minutes Nly along W line of said Sec. 5 920.85 ft. to beg. 21.3 A N/L P 13 #57
Pullara, Sam, Crusena C. and Joe R.	5	16	65	1980	706	A potion of E1/2 of SE1/4, Sec. 5, T16, R65, beg. at pt. of inters. of N line of a 40 ft. CO Rd. with Wly R-O-W line of chilcott ditch #571; th. W on N line of above mentioned rd. a dist. of 66 ft.; th. angle right 96 degrees, 02 minutes and run NEly to a pt. on N line of E1/2 of SE1/4 of said sec.; th. E on last mentioned line a distance of 135 ft. N/L to a pt. on Wly line of Chilcott Ditch as above mentioned; th. Sly on a meander line conn. with Wly line of said Chilcott Ditch to pt. of beg.
Smith, Thomas H., Jr. and Opal D.	5	16	65	1980	700	That portion of the NW1/4 of the SW1/4 of Sec. 5, T16, R65W of the 6th p.m. described as follows: Commencing at the intersection of the Wly R-O-W line of the Chilcott Ditch, as set forth in ditch file #571 of the rec. of El Paso, Cnty., CO with Nly line of the Cnty. Rd. as described in deed to El Paso Cnty, CO recorded in Bk. 473 Pg. 104 of said records; th. Wly on the N line of said Cnty Rd. 66 ft. for the pt. of beg. of the tract to be described hereby th. angle right 96 degrees, 02 minutes NEly to intersection the N line of the said SE1/4 of Sec. 5; th. Wly on said N line to the NW corner of the Ne1/4 of the SE1/4 of said Sec. 5; th. Sly on the W line of the NE1/4 of said SE1/4 to intersection the Nly line of said Cnty. Rd.; th. Ely on the Nly line of said Cnty. Rd.; th. Ely on the Nly line of said Cnty. Rd. to pt. of beg.
Bryant, Edward R. and Minnie M.	5	16	65	1980	702	SE1/4 of NW1/4, N1/4 of SW1/4 of NE1/4 ex. tract in SE1/4 of NW1/4, Sec. 5, T16, R65 as follows: Beg. at SW corner SE1/4 of NW1/4, Sec. 5; th. N 825 ft.; th. E 100 ft.; th. S 45 degrees E 142 ft.; th. S on line parallel to and 200 ft. E from W line said SE1/4 of NW1/4 a distance of 525 ft. M/L to pt. 200 ft. Nly from and at right angle to S line said Se1/4 of NW1/4; th. E on line parallel to end 200 ft. N of S line said SE1/4 of NW1/4 a distance of 416 ft.; th. S 14 degrees, 2 minutes E 206.1 ft. to intersection of S line said SE1/4 of NW1/4 being pt. on W line of Reed Street in Reed's Add. to fountain; th. W along S line 666 ft. to beg. ex. by WD bk. 1621-158 ex by WD bk. 1621-158 and tracts 26, 27 Ft. Suburban Homes Corp. Sub #1 P 10 #2B 80 A

Property Owner	S	T	R	Book	Page	Legal Description
						all in Sec. 5, T16, R65, El Paso Cnty., CO
Christian, Martin	6	16	65	2216	183	S line Sec. 6, T16S, R65W. Easement 50 ft. wide and 100 ft. long running N along W side of Interstate 25 and N of Champlin Industrial Park.
Fountain Valley Baptist Church of Fountain, CO	6	16	65	2158	993	NW1/4 of SE1/4 of Sec. 6, T16S, R65W of the 6th p.m. From NW corner a strip 10 ft. wide from N to S 225 ft. along W side of said property.
Gates, M.E. and Anna M.	3	16	66	1980	747	That part of NE1/4 of NW1/4, Sec. 3, T16, R66 lying W of line described as follows: Beg. at pt. on N line said Sec. 910 ft. Wly from N 1/4 corner and running this 25 degrees, 05 minutes W 331.5 ft.; th. S 51 degrees, 49 minutes W about 370 ft. to W line of NE1/4 of Ne1/4 said Sec. ex R-O-W 3.10 acres.
Wyatt, G.W. and Jennie M.	23	13	68	1928	401	Part of NW1/4 of NW1/4, Sec. 23, T13, R68 Described as follows: Beg. at NW corner of said Sec. 23; th. S 2 degrees, 0 minutes W 810.5 ft. to pt. of beg. of tract to be described hereby; th. angle left 68 degrees, 0 minutes SEly 104.3 ft.; th. angle right 85 degrees, 12 minutes, 45 seconds SWly 118.47 ft.; th. angle right 108 degrees, 59 minutes, 15 seconds NWly to W line of aid Sec. 23; th. Nly on said W line 110.38 ft. to beg. P 117 #11
Worthen, Alan and Ann K.	28	12		5495	039	L004, Sec. 28, T12 - 8335 Wildflower Road
Langer, Warren and Shirley Ann	1	11	67	5805	695-699	An easement 20.00 ft. in width for utility and access purposes over, under and across a portion of the E1/2 of the NW1/4 of Sec. 1, T11S, R67W of the 6th p.m., the c/l of which is more particularly described as follows: Commencing at the NW corner of L24, Top O' The Moor IV, as filed in Plat Book O-2 at Pg. 63 of the Records of El Paso Cnty. and considering the N line of said L to bear N 89 deg 19 min 25 secs E with all bearings contained herein relative thereto; th. N 89 deg 19 min 25 secs E along said N lot line and along the S R-O-W line of the Cnty. Rd. a dist. of 286.31 ft. to the NE corner of L24; th. continuing N 89 deg 19 min 25 secs E along said S R-O-W line a dist. of 31.00 ft. to a pt. on the c/l of the herein described easement and to the pt. of beg.; th. S 0 deg 32 min 41 secs E parallel with the E boundary of aforesaid Top O' Moor IV, a dist. of 1164.42 ft., more or less to the N R-O-W line of Silver Horn Lane and to the pt. of terminus.
Gaunce, John	15, 16	13	68	6352	127	An easement located in the NW1/4 and the SW1/4 of Sec. 15 and in the NE1/4 and the SE1/4 of Sec. 16, all in T13S, R68W of the 6th p.m., more particularly described as follows: said easement, being 10 ft. in width, lying 5 ft. on each side of the following described c/l; commencing at the most Nly corner of L5 in Blk. 4 in the Ute Pass Land Co. Subd. No. 6; th. N 39 deg., 55 min. E a dist. of 49.30 ft. to the SWly R-O-W line of the Midland Terminal Railway (now abandoned); th. S 58 deg., 44 min. E along said SWly R-O-W line a dist. of

Property Owner	S	T	R	Book	Page	Legal Description
						1562.75 ft. to the NWly line of the Lamborn Tract as recorded in bk. 1496 at pg. 170 of the records of said cnty., monumented by an aluminum cap marked LS 12043; th. N 31 deg. 16 min. E along said NWly line a dist. of 50.53 ft. to the pt. of beg., of said c/l herein described; (the sidelines of said 10 ft. easement are to be shortened or lengthened to begin at said NWly line); th. S 48 deg., 24 min., 50 sec. E a dist. of 22.34 ft.; th. S 59 deg., 39 min., 14 sec. E a dist. of 217.00 ft. to the pt. of terminus of said c/l herein described, containing 0.05 acres more or less; (the sidelines of said 10 ft. easement are to terminate perpendicular to the last course at the pt. of terminus).
Hall, Stewart	8	13	68	6368	679	An easement located in the NW1/4 of the NE1/4 of Sec. 8, T13S, R68W of the 6th p.m., more particularly described as follows: said easement being 10 ft. in width, lying 5 ft. on each side of the following described c/l; commencing at the intersection of the Ely line of the abandoned R-O-W of the former Midland Terminal Railway Co. and the Wly line of R-O-W of St. Hwy.'s connecting rd. to Green Mountain Falls as recorded in Bk. 910 at Pg. 482 of the records of said cnty., monumented by a 1/2 inch rebar and 1 1/2 inch aluminum cap marked LS 25955; th. N 37 deg., 09 min., 08 sec. E along said Wly line a dist. of 12.33 ft. to the pt. of beg. of said c/l herein described; (the sidelines of said 10 ft. easement are to be shortened or lengthened to begin at said Ely line); th. N 17 deg., 37 min. E a dist. of 30.12 ft.; th. N 25 deg., 34 min., 35 sec. E a dist. of 120.43 ft.; th. N 41 deg., 03 min., 53 sec. E a dist. of 37.14 ft. to said Wly line and the pt. of terminus of said c/l herein described, containing 0.04 acres more or less. (the sidelines of said 10 ft. easement are to be shortened or lengthened to terminate at said Wly line)
Brown, Leland	23	11	66	5530	329	Basis of bearing for the following legal description is based upon Walden III Filing No. 5 as recorded in Plat Bk. Y-3 at Pg. 117 at the El Paso Cnty. Clerk and Recorders Office. A utility line easement being 20.00 ft. in width over and across a portion of the E 3/4 of the S1/2 of Sec. 23, T11S, R66W of the 6th p.m., more particularly described as follows: Commencing at the S1/4 corner of said Sec. 23, t11, R66; th. S 89 deg., 51 min., 36 sec. E along the S line of the SE1/4 of said Sec. 23, T11, R66 a dist. of 1118.52 ft. to the true pt. of beg.; th. continuing S 89 deg., 51 min., 36 sec. E along said S line of the SE1/4, Sec. 23, T11, R66 a dist. of 20.00 ft. to the SE corner of a tract of land identified with the number 61000-00-043 in the office of the El Paso Cnty. Assessor; th. N 0 deg., 27 min., 37 sec. E along the Wly line of said tract 61000-00-043 a dist. of 300.00 ft. to the NW corner of said tract 61000-00-043; th. S 89 deg., 51 min., 36 sec. E along the N line of said tract 61000-00-043 a dist. of 200.00 ft. to the NE corner of said tract 61000-00-043; said pt. being on the E line of the W1/2 of the SE1/4 of

Property Owner	S	T	R	Book	Page	Legal Description
						said Sec. 23, T11, R66; th. N 0 deg., 27 min., 37 sec. E along said E line of the W1/2 of SE1/4, Sec. 23, T11, R66 a dist. of 2345.69 ft. to the NE corner of said W1/2 of SE1/4, Sec. 23, T11, R66; th. N 89 deg., 47 min., 15 sec. W along the E-W c/l of said Sec. 23, T11, R66 a dist. of 1346 .10 ft. to a pt. which lies 20.00 ft. Wly of the center 1/4 corner of said Sec. 23, T11, R66; th. S 0 deg., 43 min., 44 sec. W a dist. of 20.00 ft.; th. S 89 deg., 47 min., 15 sec. E along a line 20.00 ft. Sly of and parallel to the E-W c/l of said Sec. 23, T11, R66 a dist. of 1326.19 ft.; th. S 0 deg., 27 min., 37 sec. W along a line 20.00 ft. Wly of and parallel to the E line of the aforesaid W1/2 of SE1/4, Sec. 23, T11, R66 a dist. of 2305.72 ft.; th. N 89 deg., 51 min., 36 sec. W along a line 20.00 ft. Nly of and parallel to the Nly line of the aforesaid tract 61000-00-043 a dist. of 200.00 ft.; th. S 0 deg., 27 min., 37 sec. W along a line 20.00 ft. Wly of and parallel to the Wly line of said tract 61000-00-043 a dist. of 320.00 ft. to the true pt. of beg. and containing 1.915 acres more or less.
Dewell, David K.	23	11	66	5530	333	Easement being 20 ft. in width lying along the Ely line of the S1/2 of the NW1/4 of Sec. 23, T11S, R66W of the 6th p.m.
Dewell, David Kent for his father David C. Dewell	14	11	66	5530	325	Basis of bearing for the following legal description is based upon Walden III Filing No. 5 as recorded in Plat Bk. Y-3 at Pg. 117 at the El Paso Cnty. Clerk and Recorders Office. A utility line easement over and across a portion of the SW1/4 of Sec. 14, T11S, R66W of the 6th p.m., being an inverted L shaped easement, the N-S leg of which is 30.00 ft. in width and the E-W leg of which is 20.00 ft. in width, said easement being more particularly described as follows: Beg. at the S1/4 corner of said Sec. 14, T11, R66; th. N 0 deg., 27 min., 36 sec. E along the N-S c/l of said Sec. 14, T11, R66 a dist. of 1542.30 ft.; th. departing said N-S c/l of Sec. 14, T11, R66, S 89 deg., 24 min., 0 sec. W a dist. of 9.12 ft. to the SE corner of a tract of land identified as the Ray E. Kilmer Elem. School Tract; th. along the Sly boundary line of said Ray E. Kilmer Elem. School Tract S 89 deg., 24 min., 0 sec. W a dist. of 408.50 ft. to the SW corner of said Ray E. Kilmer Elem. School Tract; th. S 0 deg., 36 min., 0 sec. E a dist. of 20 ft.; th. N 89 deg., 24 min. 0 sec. E and parallel to said Sly boundary line of the Ray E. Kilmer Elem. School Tract a dist. of 387.24 ft. to a pt.; th. S 0 deg., 27 min., 36 sec. W along a line being 30.00 ft. Wly of and parallel to the aforesaid N-S c/l of Sec. 14, T11, R66 a dist. of 1521.92 ft. to a pt. on the Sly line of said Sec. 14, T11, R66; th. S 89 deg., 53 min., 11 sec. E along said Sly line of Sec. 14, T11, R66 a dist. of 30.00 ft. to the pt. of beg., and containing 1.240 acres, more or less. This utility easement will meet El Paso Cnty. Land Use and Sub. requirements.
Dewell, Richard Tim	23	11	66	5530	321	An easement being 20 ft. in width lying along the El line of the S1/2 of the NW1/4 of Sec. 23, T11S, R66W of the 6th p.m. and an easement being 20 ft. in width along the

Property Owner	S	T	R	Book	Page	Legal Description
						Ely line of the N1/2 of the NW1/4 of Sec. 23, T11S, R66W of the 6th p.m.
Brd. of Cnty. Comm. of El Paso Cnty.	19	15	65			An easement over, across and under that portion of the NW1/4 of Sec. 19, T15S, R65W of the 6th p.m., lying 10.00 ft. on both sides of the following described c/l; commencing at the intersection of the N line of Quebec Str. with the Ely line at Widefield Homes No. 10; th. Nly along the Ely line of said Widefield Homes No. 10 on a curve to the left whose radius is 4063.24 ft., through a central angle of 4 degrees, 02 min., 33 sec. an arc dist. of 286.68 ft. to an angle pt. thereon; th. continue on said Ely line, N 68 deg., 30 min., 42 sec. E (the bearings used in this description are based on the plat of Wilsons-Widefield Add. No. 3) 180.00 ft.; th. continue on said Ely line, N 30 deg., 04 min., 55 sec. E 135.00 ft.; th. S 18 deg., 14 min., 28 sec. E 18.38 ft. to the pt. of beg. of the c/l to be described hereby; th. N 49 deg., 01 min., 05 sec. E 266.13 ft. to an existing power pole; th. N 47 deg., 35 min., 41 sec. E 622.92 ft. to the terminus of this c/l.
CO Interstate Gas Co.	16	12	64	5099	801	Beg. at a pt. in the SW1/4, Sec. 16, T12S, R65W, which pt. of beg. is 905.4 ft. E of the W sec. line of said Sec. 16 and 30 ft. N of the S sec. line of said Sec. 16; th. N 89 deg., 58 min. E 100 ft. to a pt.; th. N 0 deg., 02 min. W 100 ft. to a pt.; th. S 89 deg., 58 min. W 100 ft. to a pt.; th. S 0 deg., 02 min. E 100 ft. to the pl. of beg.
Farrar, Katherine T. and Frederick M.	28, 29	11	65	2323	889	A portion of the NW1/4 of Sec. 28 and the Ne1/4 of NE1/4 and the E1/2 of NW1/4 of NE1/4 of Sec. 19, T11S, R65W. Commencing at the NW corner of the NW1/4 of Sec. 28, T11S, R65W; th. N 89 deg., 40 min. E with and along the N property line of said NW1/4 of Sec. 28, 906.5 ft. to a pt. on said N property line; th. S 0 deg., 20 min. E 49.8 ft. to the pl. of beg. on the W property line of the Monument-Palmer Lake Meter Station site as described in Easement dated May 18, 1961 rec'd in Bk. 1868 at pg. 598; th. with and along the c/l of said R-O-W and easement, 50 ft. in width, S 89 deg., 38 min. W 906.5 ft. to a pt. on the W property line of said NW1/4 of Sec. 28, which pt. is 49 ft. in a Sly direction with and along said W property line from the NW corner of said NW1/4 of Sec. 28; th. continuing across the NE1/4 of NE1/4 and E1/2 of NW1/4 of NE1/4 of Sec. 29, T11S, R65W S 88 deg., 24 min. W 2021.1 ft. to a pt.; th. S 63 deg. 38 min. W 3.8 ft. to the pt. of exit on the W property line of said E1/2 of NW1/4 of NE1/4 of Sec. 19, which pt. is 67.2 ft. in a Sly direction with and along said W property line from the NW corner of said E1/2 of NW1/4 of NE1/4 of Sec. 29, T11S, R65W.
Peterson, Justin G. and Kathryn A.	29	11	65	2323	885	W1/2 of NW1/4 of NE1/4 and E1/2 of E1/2 of NE1/4 of NW1/4 of Sec. 29, T11S, R65W. Beg. at a pt. on the E property line of the W1/2 of NW1/4 of NE1/4 of Sec. 29, T11S, R65W, which pt. of beg. is 67.2 ft. in a Sly direction with and along said E property

Property Owner	S	T	R	Book	Page	Legal Description
						line from the NE corner of said W1/2 of NW1/4 of NE1/4 of Sec. 29; th. with and along the c/l of said R-O-W and easement 50 ft. in width, S 63 deg., 38 min. W 686.3 ft. to a pt.; th. S 89 deg., 14 min. W 378.4 ft. to the pt. of exit on the W property line of the E1/2 of E1/2 of NE1/4 of NW1/4 of said Sec. 29, which pt. is 367 ft. in a Sly direction with and along said W property line from the NW corner of said E1/2 of E1/2 of NE1/4 of NW1/4 of Sec. 29, T11S, R65W
Fiscus, Ltd.	29	11	65	2329	928	Tract 1: NW1/4 except the E1/2 of E1/2 of NE1/4 of said NW1/4 of Sec. 29, T11S, R65W. Beg. at a pt. on the E property line of the W1/2 of E1/2 of NE1/4 of NW1/4 of Sec. 29, T11S, R65W, which pt. of beg. is 357 ft. in a Sly direction with and along said E property line from the NE corner of said W1/2 of E1/2 of NE1/4 of NW1/4 of Sec. 29; th. with and along the c/l of said R-o-W and easement, 12 ft. in width, S 89 deg., 14 min. W 29 ft. to a pt.; th. N 0 deg., 46 min. W 291 ft. to a pt.; th. N 45 deg., 48 min. W 14 ft. to a pt.; th. N 89 deg., 11 min. W 2282 ft. to the pt. of exit on the W property line of the NW1/4 of said Sec. 29, which pt. is 70 ft. in a Sly direction with and along said W property line from the NW corner of said NW1/4 of Sec. 29, T11S, R65W. Tract 2: NW1/4 except the E1/2 of E1/2 of NE1/4 of said NW1/4 of Sec. 29, T11S, R65W. Beg. at a pt. on the E property line of the W1/2 of E1/2 of NE1/4 of NW1/4 of Sec. 29, T11S, R65W, which pt. of beg. is 372 ft. in a Sly direction with and along said E property line from the NE corner of said W1/2 of E1/2 of NE1/4 of NW1/4 of Sec. 29; th. with and along the c/l of said temporary R-O-W and easement, 18 ft. in width, S 89 deg., 14 min. W 43.8 ft. to a pt.; th. N 0 deg., 46 min. W 299.8 ft. to a pt.; th. N 45 deg., 48 min. W 1.6 ft. to a pt.; th. S 89 deg., 11 min. W 2276 ft. to the pt. of exit on the W property line of the NW1/4 of Sec. 29, which pt. is 85 ft. in a Sly direction with and along said W property line from the NW corner of said NW1/4 of Sec. 29, T11S, R65W
McLaughlin, C.T.		11	65,66	2349	858	Tract 1: NE1/4 of Sec. 30, T11S, R65W. Beg. at a pt. on the E property line of the NE1/4 of Sec. 30, T11S, R65W which pt. of beg. is 70 ft. in a Sly direction with and along said E property line from the NE corner of said NE1/4 of Sec. 30; th. with and along the c/l of said R-o-W and easement, 12 ft. in width, S 89 deg., 11 min. W 2641 ft. to the pt. of exit on the W property line of said NE1/4 of Sec. 30, which pt. is 66.2 ft. in a Sly direction with and along said W property line from the NW corner of said NE/14 of Sec. 30, T11S, R65W. Tract 2: NW1/4 of Sec. 25, T11S, R66W. Beg. at a pt. on the E property line of the NW1/4 of Sec. 25, T11S, R66W which pt. of beg. is 75 ft. in a Sly direction with and along said E property line from the NE corner of said NW1/4 of Sec. 25; th. with and along the c/l of said R-o-W and easement, 12 ft. in width, S 89 deg., 04 min. W 2647 ft. to the pt. of exit on the W property line of said

Property Owner	S	T	R	Book	Page	Legal Description
						NW1/4 of Sec. 25, which pt. is 65 ft. in a Sly direction with and along said W property line from the NW corner of said NW1/4, Sec. 25, T11S, R66W. Tract 3: A portion of the N1/2 of Sec. 26, T11S, R66W. Beg. at a pt. on the E property line of the N1/2 of Sec. 26, T11S, R66W, which pt. of beg. is 65 ft. in a Sly direction with and along said E property line from the NE corner of said N1/2 of Sec. 26; th. with and along the c/l of said R-o-W and easement, 12 ft. in width, S 89 deg., 04 min. W 5367 ft. to the pt. of exit on the W property line of said N1/2 of Sec. 26 which pt. is 73 ft. in a Sly direction with and along said W property line from the NW corner of said N1/2 of Sec. 26, T11S, R66W. Tract 4: A portion of the E1/2 of the NE1/4 of Sec. 27, T11S, R66W. Beg. at a pt. on the E property line of the E1/2 of NE1/4 of Sec. 27, T11S, R66W, which pt. of beg. is 73 ft. in a Sly direction with and along said E property line from the NE corner of said E1/2 of NE1/4 of Sec. 27; th. with and along the c/l of said R-o-W and easement, 12 ft. in width, S 89 deg., 04 min. W 600 ft. to a pt.; th. N 44 deg., 03 min. W 17 ft. to a pt.; th. N 89 deg., 03 min. W 628 ft. to the pt. of termination on the E R-O-W property line of CO St. Hwy. No. 83.
Steppler, Charles L. and Alice E.	30	11	65	2329	931	NW1/4 of Sec. 30, T11S, R65W. Beg. at a pt. on the E property line of the NW1/4 of Sec. 30, T11S, R65W, which pt. of beg. is 75.2 ft. in a Sly direction with and along said E property line from the NE corner of said NW1/4 of Sec. 30; th. with and along the c/l of said R-o-W and easement, 30 ft. in width, S 89 deg., 11 min. W 2871 ft. to the pt. of exit on the W property line of said NW1/4 of Sec. 30, which pt. is 71.5 ft. in a Sly direction with and along said W property line from the NW corner of said NW1/4 of Sec. 30, T11S, R65w.
Thompson, Wilbur C. and Dorothy B.	25	11	66	2329	935	E1/2 of NE1/4 of Sec. 25, T11S, R66W. Beg. at a pt. on the E property line of the E1/2 of NE1/4 of Sec. 25, T11S, R66W, which pt. of beg. is 71.5 ft. in a Sly direction with and along said E property line from the NE corner of said E1/2 of NE1/4 of Sec. 25; th. with and along the center line of said R-O-W and easement, 30 ft. in width, S 89 degrees, 04 min. W 1323 ft. to the pt. of exit on the W property line of said E1/2 of NE1/4 of Sec. 25, which p. is 74 ft. in a Sly direction with and along said W property line from the NW corner of said E1/2 of NE1/4 of Sec. 25, T11S, R66W.
Moreland, Nancy Frances and Kenneth W.	25	11	66	2330	832	W1/2 of NE1/4 of Sec. 25, T11S, R66W. Beg. at a pt. on the E property line of the W1/2 of NE1/4 of Sec. 25, T11S, R66W which pt. of beg. is 74 ft. in a Sly direction with and along said E property line from the NE corner of said W1/2 of NE1/4 of Sec. 25; th. with and along the c/l of said R-O-W and easement, 30 ft. in width, S 89 deg., 04 min. W 1344 ft. to the pt. of exit on the W property line of said W1/2 of NE1/4 of Sec. 25, which pt. is 84 ft. in a Sly direction with and along said W property line

Property Owner	S	T	R	Book	Page	Legal Description
						from the NW corner of said W1/2 of NE1/4 of Sec. 25, T11S, R66W
Thompson, Erma E.	27	11	66	2329	939	A portion of the NW1/4 of NE1/4 of Sec. 27, T11S, R66W. Commencing at a pt. on the N property line of the NW1/4 of NE1/4 of Sec. 27, T11S, R66W, where the W property line of CO St. Hwy. 83 intersects said N property line; th. S 2 deg., 30 min. E with and along said W property line of CO St. Hwy. 83, 84 ft. to the pl. of beg.; th. with and along the c/l of said R-O-W and easement, 50 ft. in width, N 89 deg., 03 min. W 1333 ft. to the pt. of exit on the W property line of said NW1/4 of NE1/4 of Sec. 27, which pt. is 78.5 ft. in a Sly direction with and along said W property line from the NW corner of said NW1/4 of NE1/4 of Sec. 27, T11S, R66W.
Stowell, Kay Thompson	27	11	66	2329	943	E1/2 of NE1/4 of NW1/4 of Sec. 27, T11S, R66W. Beg. at a pt. on the E property line of the E1/2 of NE1/4 of NW1/4 of Sec. 27, T11S, R66W, which pt. of beg. is 78.5 ft. in a Sly direction with and along said E property line from the NE corner of said E1/2 of NE1/4 of NW1/4 of Sec. 27; th. with and along the c/l of said R-O-W and easement, 50 ft. in width, N 89 deg., 03 min. W 660 ft. to the pt. of exit on the W property line of said E1/2 of NE1/4 of NW1/4 of Sec. 27, which pt. is 77.6 ft. in a Sly direction with and along said W property line from the NW corner of said E1/2 of NE1/4 of NW1/4 of Sec. 27, T11S, R66W.
Thompson, Monte K.	27	11	66	2329	947	W1/2 of NE1/4 of NW1/4 of Sec. 27, T11S, R66W.Beg. at a pt. on the E property line of the W1/2 of NE1/4 of NW1/4 of Sec. 27, T11S, R66W, which pt. of beg. is 77.6 ft. in a Sly direction with and along said E property line from the NE corner of said W1/2 of NE1/4 of NW1/4 of Sec. 27; th. with and along the c/l of said R-O-W and easement, 50 ft. in width, N 89 deg., 03 min. W 660 ft. to the pt. of exit on the W property line of said W1/2 of NE1/4 of NW1/4 of Sec. 27, which pt. is 76.8 ft. in a Sly direction with and along said W property line from the NW corner of said W1/2 of NE1/4 of NW1/4 of Sec. 27, T11S, R66W
Thompson, Doyle	27	11	66	2329	951	NW1/4 of NW1/4 of Sec. 27, T11S, R66W. Beg. at a pt. on the E property line of the NW1/4 of NW1/4 of Sec. 27, T11S, R66W, which pt. of beg. is 75.8 ft. in a Sly direction with and along said E property line from the NE corner of said NW1/4 of NW1/4 of Sec. 27; th. with and along the c/l of said R-O-W and easement, 30 ft. in width, N 89 deg., 03 min. W 1268.9 ft.; th. N 0 deg., 30 min. W 63.9 ft. to the pt. of exit on the N property line of said NW1/4 of NW1/4 of Sec. 27, which pt. is 19.3 ft. in an Ely direction with and along said N property line from the NW corner of said NW1/4 of NW1/4 of Sec. 27, T11S, R66W.
Shanks, James J.	22	11	66	2329	955	A portion of the SW1/4 of Sec. 22, T11S, R66W. Beg. at a pt. on the S property line of the SW1/4 of Sec. 22, T11S, R66W, which pt. of beg. is 28.3 ft. in an easterly direction with and along said S property line from the SW

Property Owner	S	T	R	Book	Page	Legal Description
						corner of said SW1/4 of Sec. 22; th. with and along the c/l of said R-O-W and easement, 30 ft. in width, N 0 deg., 30 min. W 1350 ft. to a pt.; th. N 89 deg., 59 min. W 23 ft. to the pt. of exit on the W property line of said SW1/4 of Sec. 22, which pt. is 1350 ft. in a Nly direction with and along said W property line from the SW corner of said SW1/4 of Sec. 22, T11S, R66W.
DeGroff, LeRoy E. Sr. and Ronald R.	21	11	66			NE1/4 of SE1/4 of Sec. 21, T11S, R66W. Beg. at a pt. on the E property line of the NE1/4 of SE1/4 of Sec. 21, T11S, R66W, which pt. of beg. is 17 ft. in a Nly direction with and along said E property line from the SE corner of said NE1/4 of SE1/4 of Sec. 21; th. with and along the c/l of said R-O-W and easement, 30 ft. in width, N 89 deg., 59 min. W 1328 ft. to the pt. of exit on the W property line of said NE1/4 of SE1/4 of Sec. 21, which pt. is 15.3 ft. in a Nly direction with and along said W property line from the SW corner of said NE1/4 of SE1/4 of Sec. 21, T11S, R66W.
Busemeyer, Jerome P. and Frances A.	21	11	66	2329	963	S1/2 of NW1/4 of SE1/4 of Sec. 21, T11S, R66W. Beg. at a pt. on the E property line of the S1/2 of NW1/4 of SE1/4 of Sec. 21, T11S, R66W, which pt. of beg. is 15.3 ft. in a Nly direction with and along said E property line from the SE corner of said S1/2 of NW1/4 of SE1/4 of Sec. 21; th. with and along the c/l of said R-O-W and easement, 30 ft. in width, N 89 deg., 59 min. W 1343 ft. to the pt. of exit on the W property line of said S1/2 of NW1/4 of SE1/4 of Sec. 21, which pt. is 15 ft. in a Nly direction with and along said W property line from the SW corner of said S1/2 of NW1/4 of SE1/4 of Sec. 21, T11S, R66W.
CO Interstate Gas Co.	16	12	65	1962	552	A tract of land in Sec. 16, T12S, R65W, more particularly described as follows: SW1/4 of SW1/4: Beg. at a pt. in the SW1/4 of SW1/4 of Sec. 16, T12S, R65W of the 6th p.m., from which pt. the SW corner of said Sec. 16 bears W a dist. of 905.4 ft., and S a dist. of 30 ft.; th. N 89 deg., 58 min. E a dist. of 100 ft.; th. N 0 deg., 02 min. W a dist. of 100 ft.; th. S 89 deg., 58 min. W a dist. of 100 ft.; th. S 0 deg., 02 min. E a dist. of 100 ft. to the pl. of beg.
Brown, Hal A. & Morrow, George F.	5	13	68	1980	714	A 15 ft. r-o-w lying and being in the SW¼NW¼ and the NW¼NW¼ of Sec. 5, T13S, R68W of the 6th P.M., said 15 ft. r-o-w to be West of and adjacent to the Wly r-o-w line of U. S. Highway No. 24 and running through and across only, that portion of the said SW¼NW¼ and NW¼NW¼ of said Sec. 5, contained in the former Midland Terminal Railroad r-o-w. Except a plat of ground described as follows: Beg. at a point on the Wly r-o-w line of U.S. Highway No. 24, a distance of 354 ft. SEly from the point of intersection of the Wly r-o-w line of said U.S. Highway No. 24 with the El Paso - Teller County line; th. right angles SWly, a distance of 14 ft.; th. right angles SEly a distance of 10 ft.; th. right angles NEly a distance of 14 ft., to a point on the Wly r-o-w line of said Highway No. 24; th. NWly along the said Highway r-o-w line a distance of 10 ft. to

Property Owner	S	T	R	Book	Page	Legal Description
						point of beginning
Janitell, John P.	19	15	65	2261	832	A strip of land 25 ft. wide and 2000 ft. long to act as a pipeline easement in order to construct a natural gas pipeline to serve the Pikes Peak Airport. This easement will be located in Sec. 19, T15S, R65W. This line will run in a diagonal direction from Widefield Homes East, a distance of 2000 ft., and terminate at the Airport Administration Building. Restriction dated 03/26/1969 releases all of the above easement except for a tract 10 ft. wide commencing at the S¼ corner of said Sec. 19; th. N0°28'56"E and along the east line of the SW¼ of said Sec. 19, 1269.49 ft.; th. S89°31'13"W, 104 ft. to SE corner of Wilson's Widefield Addition No. 4, said point being Corner No. 1 of Wilson's Widefield Addition No. 7, and said point being the true point of beginning; th. S10°44'47"E and along the Wly line of Wilson's Widefield Addition No. 7, 236.60 ft. to Corner No. 2 of said Wilson's Widefield Addition No. 7; th. S20°36'51"E and along said Wly line 149.47 ft. to Corner No. 3 of said Wilson's Widefield Addition No. 7; th. S25°24'26"E and along the Wly line of Lot 31, Blk. 16, said Wilson's Widefield Addition No. 7, 120 ft.; th. S17°13'31"E, 60.50 ft. to the NWly corner of Lot 7, Blk. 17, said Wilson's Widefield Addition No. 7; th. S23°54'43"E and along the Wly line of said Lot 7, 130.66 ft. to the SWly corner of said Lot 7; th. N68°30'00"E and along the Sly line of Lots 7 and 8, Blk. 17, said Wilson's Widefield Addition No. 7, 180.43 ft. to Corner No. 25 of said Wilson's Widefield Addition No. 7; th. continuing along the aforesaid course 12.18 ft.; th. S49°51'09"E 168.16 ft.; th. S60°32'44"E, 61.37 ft.; th. S46°49'00"E, 104.38 ft.; th. N68°30'00"E, 244.59 ft.; th. N78°11'34"E, 145.01 ft.; th. N86°56'00"E, 60 ft.; th. S84°19'34"E, 145.01 ft.; th. S78°30'30"E, 63.20 ft.; th. S61°39'08"E, 138.71 ft.; th. S82°30'00"E, 209 ft., more or less to the centerline of the Fountain Valley Irrigation Ditch
Colorado Interstate Gas Company	28	11	65	1962	550	Gas Odorization Facilities Site - A tract of land located in the NW¼ of Sec. 28, T11S, R65W, more particularly described as follows: Commencing at the NW corner of said Sec. 28, T11S, R65W, El Paso County, Colorado; th. N89°40'E, with and along the North section line of said Sec. 28, 906.5 feet to a point on the said North section line; th. S0°20'E, 30 feet to the place of beginning; th. N89°40'E, 100 feet to a point; th. S0°20'E, 150 feet to a point; th. S89°40'W, 100 feet to a point; th. N0°20'W, 150 feet to the place of beginning.
Glen Investment Group I-12 LLC						A 10 ft. wide gas line easement over, under and across a portion of Lot 1, Block 1, Sunrise Ridge Subdivision Filing No. 3 as recorded under Reception No. 820253 in the records of the Clerk and Recorder's Office, County of El Paso, Colorado, being more particularly described as follows: Beginning at the SE corner of said Lot 1; th.

Property Owner	S	T	R	Book	Page	Legal Description
						S89°52'18"W along the South line of said Lot 1, a distance of 10 ft.; th. N00°03'44"E, a distance of 199.28 ft.; th. N10°05'26"W a distance of 947 ft.; th. S89°52'18"W a distance of 798.84 feet to a point on the West line of said Lot 1; th. N00°07'42"W along the West line of said Lot 1, a distance of 10 ft. to a point on the South line of the 8 foot utility and drainage easement as described in said Sunrise Ridge Subdivision Filing No. 3; th. N89,52'18"E along the South line of said 8 foot utility and drainage easement a distance of 807.24 ft. to a point on the Ely line of said Lot 1; th. S10°05'26"E along the Ely line of said Lot 1, a distance of 956.29 feet to the angle point on the Ely line of said Lot 1; th. S00°03'44"W along the Ely line of said Lot 1, a distance of 200.13 feet to the point of beginning of said easement. Said easement contains 19,544 s.f. more or less - near Fountain, CO

WAYNE W. WILLIAMS El Paso County, CO
05/20/2011 02:53:20 PM
Doc $0.00 Page
Rec $11.00 1 of 1
211049996

STATE OF COLORADO

EXECUTIVE DIRECTORS OFFICE

Department of Local Affairs
1313 Sherman Street, Suite 500
Denver, CO 80203
Phone: (303) 866-4904
FAX: (303) 866-4317
TDD: (303) 866-5300

Bill Ritter
Governor

Susan Kirkpatrick
Executive Director

FORM DLG-32
Notice of Special District Authorization or Issuance of General Obligation Indebtedness
(CRS 32-1-1604)

Name of District:	Black Forest Fire/Rescue Protection District
Principal Amount:	$1,725,000
Average Interest Rate:	2.884824%
Name of Bond Issue:	Black Forest Fire/Rescue Protection District (El Paso County, Colorado) General Obligation Refunding Bonds Series 2011
Credit Enhancement:	None
Rating and Rating Agency:	A1 – Moody's
Dated as of:	May 19, 2011
Final Maturity Date:	June 15, 2021
Name and Address of Underwriter:	Stifel, Nicolaus & Company, Inc. 1125 17th Street Suite 1600 Denver, CO
Name and Address of Bond Counsel:	Kline Alvarado Veio, P.C. 1775 Sherman Street, Suite 1790 Denver, Colorado 80203
Name, Address & Phone of District Contact Person:	Donna Arkowski, Secretary 11445 Teachout Road Colorado Springs, Colorado 80908 (719) 495-4300

District to Record with the County Clerk and Recorder within 30 days of Authorization or Issuance of Debt.
Send Copy to: Division of Local Government, 1313 Sherman St., Rm. 521, Denver, CO 80203.

WAYNE W. WILLIAMS
01/27/2014 09:51:10 AM
Doc $0.00 Page
Rec $46.00 1 of 8
El Paso County, CO
214006501

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective January 24, 2014, by and between Kay Juanita McGinnis, Joan Charleen Cornell and Rita Ann O'Dell (collectively "Grantor"), whose address is P O Box 706, Breckenridge, CO 80424, and the Cherokee Metropolitan District, a Colorado Title 32 Special District ("District"), whose legal address is 6520 Palmer Park Boulevard, Colorado Springs, Colorado 80915 ("Grantee") Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties "

Recitals

WHEREAS, Grantee is constructing a well field, water collection and water transmission pipeline in northern El Paso County, Colorado, known as the Sundance Water Supply Project (the "Project"); and,

WHEREAS, Grantee has determined that it requires certain property rights from Grantor in order to construct and install Improvements (as defined in Section 1 below) for the Project within the Grantor's property,

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, permanent easement to enter, occupy, and use the real property legally described in **Exhibit "A**" attached hereto and depicted in **Exhibit "B"**, to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, meters, valves, hydrants, manholes, access roads or other necessary utility structures for the Project and all necessary appurtenances thereto, including, but not limited to, electric or other control systems, wires, connections, and minor surface appurtenances ("Improvements"), but specifically excluding tanks, and to make cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across the property described in Exhibit "A" (the Easement")

2. **No Warranties.** Grantee acknowledges Grantor has not made, and by entering into this Agreement does not make, any representation or warranty regarding the subject matter of this Agreement or the condition of or title to the Easement, including but not limited to its suitability for Grantee's intended use. Grantee further acknowledges that the Easement is encumbered by various deed restrictions, easements and encumbrances of record Grantee accepts the Easement in its present condition "AS IS," "WHERE IS" and "WITH ALL FAULTS."

3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Easement in the locations described and depicted in Exhibits A and B, and to and from any roads, highways, streets, alleys, which may cross or intersect with any other point of the Easement, in order to perform Grantee's rights in the Easement To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's property

4. **Additional Construction.** Grantee shall have the right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Easement for the purpose authorized in Paragraph 1 above

PERMANENT EASEMENT AGREEMENT

5. **Grantor's Rights Unaffected.** Except as provided in Section 6 below, Grantor shall retain the right to make full use of the property subject to the Easement, except for such use as might materially interfere with the rights of Grantee in the Easement Grantor shall only perform or permit other persons or entities to perform construction or other work within the Easement after prior written consent by Grantee, which consent shall not be unreasonably withheld Grantor expressly reserves use of the Easement, whether longitudinal or otherwise, for installing the following with written consent from Grantee, which consent shall not be unreasonably withheld. pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to. stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"), provided however, that the exercise of such rights does not injure or interfere with the Grantee's rights in the Easement including, but not limited to, Grantee's rights of maintenance and reasonable access

6. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Easement including, but not limited to posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again, and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, paved or concrete basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to balconies, verandas, porches, building overhangs, or bay windows Without liability for damages, Grantee may remove any structure or building, as defined above, constructed or placed within the Easement Moreover, in no event shall Grantor.

   a. construct or place, longitudinally along or otherwise within the Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance which may materially interfere with Grantee's Improvements without the prior written consent of Grantee, which consent shall not be unreasonably withheld, or,

   b materially change, by excavation or filling, the present grade or ground level of the Easement without the prior written consent of Grantee, which consent shall not be unreasonably withheld

Grantor shall not construct new, or alter existing landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Easement which will materially interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access without the prior written consent of Grantee, to which said consent shall not be unreasonably withheld

PERMANENT EASEMENT AGREEMENT

7. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Grantor's Property, whether or not within the Easement, but only if such damage is caused by Grantee's activities within the Easement, including but not limited to the construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Easement to as close to its condition immediately prior to such work as may be reasonably possible Notwithstanding the foregoing, Grantee shall have no obligation to replace any trees removed from the Easement during the initial construction of the Improvements Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace, any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Easement

8. **Maintenance of Easement.** Grantee shall have the perpetual right to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for additional compensation to or damages arising therefrom Provided however, Grantee shall clean up and remove any debris or other materials resulting from such work in a workmanlike manner and Grantee shall promptly restore, replace, or repair the surface of the Easement to as close to its condition immediately prior to such work as may be reasonably possible

9. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements

10. **Nature of Easement and Additional Uses.** The Easement is perpetual and runs with the land It also is deemed to touch and concern the land Grantee shall permit and authorize such other uses of the Easement, not hereby reserved in Grantor, as will not impair Grantee's rights in the Easement subject to the limitations contained herein

11. **Work Performed.** All work performed under this Agreement shall be performed in a workmanlike manner and in accordance with the relevant best industry and professional standards Grantee shall comply with all applicable laws, orders, ordinances, rules or regulations enacted by any public body having jurisdiction Grantee will erect and maintain safeguards for safety and protection as necessary

12. **Indemnity/Liability.** Grantor shall fully protect, defend, indemnify and hold harmless Grantee, the District, its officers, directors, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with Grantor's activities within the Easement. To the extent permitted by law, Grantee shall fully protect, defend, indemnify and hold harmless Grantor, its officers, directors, members, managers, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with Grantee's Improvements and its activities within the Easement

13. **Waiver.** The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default

14. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado

15. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties

16. **No Third Party Beneficiaries.** Except as expressly provided otherwise, this Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right

17. **Severability.** The provisions of this Agreement are severable Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement

18. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado

19. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein

    Grantee:
    Cherokee Metropolitan District
    ATTN General Manager
    6520 Palmer
    Park Boulevard
    Colorado Springs, CO 80915

    Grantor:
    Kay Juanita McGinnis, Joan Charleen Cornell and Rita Ann O'Dell
    P O Box 706
    Breckenridge, CO 80424

20. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties

PERMANENT EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written

GRANTOR:

Kay Juanita McGinnis

Kay Juanita McGinnis

Joan Charleen Cornell

Joan Charleen Cornell

Rita Ann O'Dell

Rita Ann O'Dell

STATE OF COLORADO)
) ss
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 15th day of January, 2014 OR by Kay Juanita McGinnis

Witness my hand and official seal

My Commission Expires: 2-29-2016

Notary Public

JOY KLEIN NOTARY PUBLIC STATE OF COLORADO

STATE OF Idaho)
) ss
COUNTY OF Kootenai)

The foregoing instrument was acknowledged before me this 22 day of January 2014 by Joan Charleen Cornell

Witness my hand and official seal

My Commission Expires. 4-15-19

Notary Public

CARLY MELIUS NOTARY PUBLIC STATE OF IDAHO

5200000280 East

PERMANENT EASEMENT AGREEMENT

STATE OF New Mexico)
) ss
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this 20 day of January, 2014 by Rita Ann O'Dell

Witness my hand and official seal

My Commission Expires

Notary Public

Official Seal
JACOB BECKHAM
Notary Public
State of New Mexico
My Commission Expires 06-11-16

GRANTEE: Cherokee Metropolitan District, a Colorado Title 32 Special District

By _____

Title: General Manager

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2014 by Sean Chambers, as the General Manager of Cherokee Metropolitan District, a Colorado Title 32 Special District.

Witness my hand and official seal

My Commission Expires
JUNE 14, 2014

Notary Public

BRADLEY E RODENBERG
Notary Public
State of Colorado
My Commission Expires June 14, 2014

5200000280 East

PARCEL DESIGNATION:	5200000280	DATE:	January 9, 2014
OWNER:	McGINNIS, CORNELL, O'DELL (Owners current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

A 30.00 foot wide permanent easement for waterline purposes, being a portion of the East Half of the Southeast Quarter of Section 21, Township 12 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, the side lines of said easement lie parallel and perpendicular 15.00 feet each side of the following described centerline:

Basis of Bearing:

The East line of the Southeast Quarter of said Section 21, monumented on the south by a 3 1/4" aluminum cap stamped PLS 10376 and on the north by the calculated position as determined by the 60' Witness Corner monumented with a 3 1/4" aluminum cap stamped PLS 9646 and said to bear N00°37'01"W.

COMMENCING at the Southeast Corner of said Section 21;

Thence along the south line of said Section 21, S89°50'13"W, a distance of 435.09 feet and N00°09'47"W perpendicular to said south line, a distance of 30.00 feet to a point on the north right of way line of Arroya Lane being the Point of Beginning;

Thence N68°26'02"W, a distance of 279.81 feet to a point on the east right of way line of Vollmer Road being the Point of Terminus.

The side lines of said easement shall be either lengthened or shortened to intersect the east right of way line of Vollmer Road, being the Point of Terminus and the north right of way line of Arroya Lane being the Point of Beginning

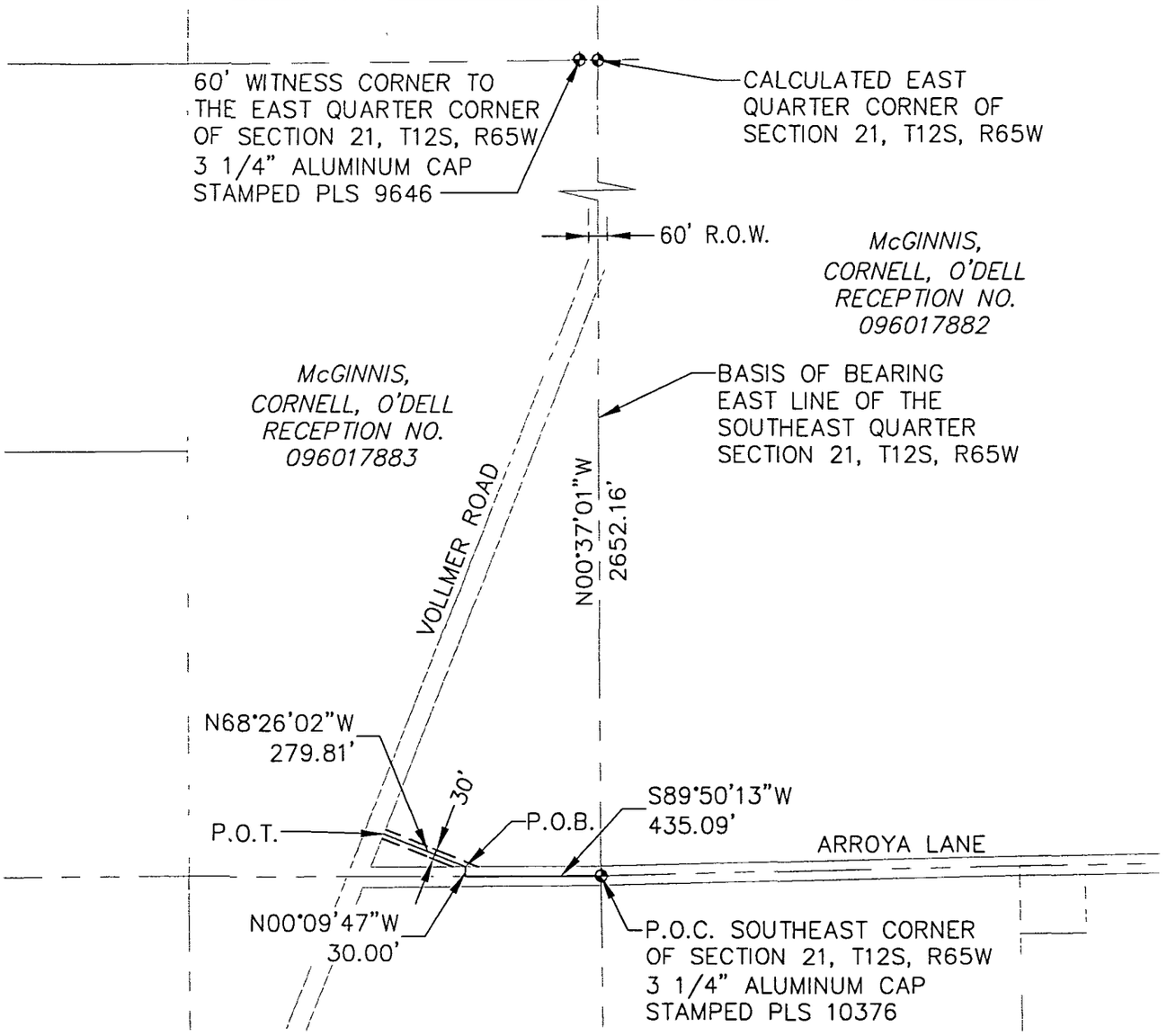
Said easement contains 8,394.27 square feet or 0.19 acres more or less.

EXHIBIT B SKETCH is attached hereto and is only intended to depict EXHIBIT A – Legal Description. In the event that EXHIBIT A contains an ambiguity, EXHIBIT B may be used to solve said ambiguity.



Prepared for and on behalf of Kay McGinnis, Joan Cornell and Rita O'Dell by Lyle G. Bissegger, PLS# 38038 of NV5, Inc., 1975 Research Pkwy., Suite 165, Colorado Springs, Colorado, 80920

DATE 01/09/2014 DRAWN BY CLH CHECKED BY LGB APPROVED BY. TWE DRAWING· 5200000280Perm-EXB-Rev2	**EXHIBIT B SKETCH** PERMANENT EASEMENT PARCEL #5200000280 SECTION 21, T12S, R65W, 6TH P M EL PASO COUNTY, COLORADO	**McGINNIS CORNELL O'DELL**	NV5 BEYOND ENGINEERING 1975 RESEARCH PARKWAY, SUITE 165 719 268.8500 TEL 719 268.9200 FAX COLORADO SPRINGS, CO 80920 WWW.NV5.COM



COLORADO REGISTERED LYLE G BISSEGGER 38038 01/09/14 PROFESSIONAL LAND SURVEYOR

LEGEND:

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS

NV5

500 250 0 500

SCALE: 1" = 500'

SHEET 1 OF 1

NOTES:

1. This sketch does not constitute a land survey plat by NV5, Inc., and is only intended to depict Exhibit A – Legal Description In the event that Exhibit A contains an ambiguity, Exhibit B may be used to solve said ambiguity
2. Bearings are based on the east line of the Southeast Quarter of Section 21, monumented on the south by a 3 1/4" aluminum cap stamped PLS 10376 and on the north by the calculated position as determined by the 60' Witness Corner monumented with a 3 1/4" aluminum cap stamped PLS 9646 and said to bear N00°37'01"W.

WAYNE W. WILLIAMS
01/27/2014 09:51:10 AM
Doc $0.00 Page
Rec $46.00 1 of 8

El Paso County, CO
214006503

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective JANUARY 24, 2014, by and between Kay Juanita McGinnis, Joan Charleen Cornell and Rita Ann O'Dell (collectively "Grantor"), whose address is P O Box 706, Breckenridge, CO 80424, and the Cherokee Metropolitan District, a Colorado Title 32 Special District ("District"), whose legal address is 6520 Palmer Park Boulevard, Colorado Springs, Colorado 80915 ("Grantee") Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties "

Recitals

WHEREAS, Grantee is constructing a well field, water collection and water transmission pipeline in northern El Paso County, Colorado, known as the Sundance Water Supply Project (the "Project"), and,

WHEREAS, Grantee has determined that it requires certain property rights from Grantor in order to construct and install Improvements (as defined in Section 1 below) for the Project within the Grantor's property;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, permanent easement to enter, occupy, and use the real property legally described in **Exhibit "A"** attached hereto and depicted in **Exhibit "B"**, to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, meters, valves, hydrants, manholes, access roads or other necessary utility structures for the Project and all necessary appurtenances thereto, including, but not limited to, electric or other control systems, wires, connections, and minor surface appurtenances ("Improvements"), but specifically excluding tanks, and to make cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across the property described in Exhibit "A" (the Easement").

2. **No Warranties.** Grantee acknowledges Grantor has not made, and by entering into this Agreement does not make, any representation or warranty regarding the subject matter of this Agreement or the condition of or title to the Easement, including but not limited to its suitability for Grantee's intended use Grantee further acknowledges that the Easement is encumbered by various deed restrictions, easements and encumbrances of record Grantee accepts the Easement in its present condition "AS IS," "WHERE IS" and "WITH ALL FAULTS "

3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Easement in the locations described and depicted in Exhibits A and B, and to and from any roads, highways, streets, alleys, which may cross or intersect with any other point of the Easement, in order to perform Grantee's rights in the Easement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's property

4. **Additional Construction.** Grantee shall have the right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Easement for the purpose authorized in Paragraph 1 above

PERMANENT EASEMENT AGREEMENT

5. **Grantor's Rights Unaffected.** Except as provided in Section 6 below, Grantor shall retain the right to make full use of the property subject to the Easement, except for such use as might materially interfere with the rights of Grantee in the Easement Grantor shall only perform or permit other persons or entities to perform construction or other work within the Easement after prior written consent by Grantee, which consent shall not be unreasonably withheld Grantor expressly reserves use of the Easement, whether longitudinal or otherwise, for installing the following with written consent from Grantee, which consent shall not be unreasonably withheld pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"), provided however, that the exercise of such rights does not injure or interfere with the Grantee's rights in the Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

6. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Easement including, but not limited to posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again, and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, paved or concrete basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to balconies, verandas, porches, building overhangs, or bay windows Without liability for damages, Grantee may remove any structure or building, as defined above, constructed or placed within the Easement Moreover, in no event shall Grantor.

   a construct or place, longitudinally along or otherwise within the Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance which may materially interfere with Grantee's Improvements without the prior written consent of Grantee, which consent shall not be unreasonably withheld, or,

   b materially change, by excavation or filling, the present grade or ground level of the Easement without the prior written consent of Grantee, which consent shall not be unreasonably withheld

   Grantor shall not construct new, or alter existing landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Easement which will materially interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access without the prior written consent of Grantee, to which said consent shall not be unreasonably withheld

PERMANENT EASEMENT AGREEMENT

7. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Grantor's Property, whether or not within the Easement, but only if such damage is caused by Grantee's activities within the Easement, including but not limited to the construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Easement to as close to its condition immediately prior to such work as may be reasonably possible Notwithstanding the foregoing, Grantee shall have no obligation to replace any trees removed from the Easement during the initial construction of the Improvements Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace, any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Easement

8. **Maintenance of Easement.** Grantee shall have the perpetual right to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for additional compensation to or damages arising therefrom. Provided however, Grantee shall clean up and remove any debris or other materials resulting from such work in a workmanlike manner and Grantee shall promptly restore, replace, or repair the surface of the Easement to as close to its condition immediately prior to such work as may be reasonably possible

9. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements

10. **Nature of Easement and Additional Uses.** The Easement is perpetual and runs with the land It also is deemed to touch and concern the land Grantee shall permit and authorize such other uses of the Easement, not hereby reserved in Grantor, as will not impair Grantee's rights in the Easement subject to the limitations contained herein

11. **Work Performed.** All work performed under this Agreement shall be performed in a workmanlike manner and in accordance with the relevant best industry and professional standards Grantee shall comply with all applicable laws, orders, ordinances, rules or regulations enacted by any public body having jurisdiction Grantee will erect and maintain safeguards for safety and protection as necessary

12. **Indemnity/Liability.** Grantor shall fully protect, defend, indemnify and hold harmless Grantee, the District, its officers, directors, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with Grantor's activities within the Easement To the extent permitted by law, Grantee shall fully protect, defend, indemnify and hold harmless Grantor, its officers, directors, members, managers, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with Grantee's Improvements and its activities within the Easement

PERMANENT EASEMENT AGREEMENT

13. **Waiver.** The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default

14. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado

15. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties

16. **No Third Party Beneficiaries.** Except as expressly provided otherwise, this Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right

17. **Severability.** The provisions of this Agreement are severable Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement

18. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado

19. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice") Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein

    Grantee:
    Cherokee Metropolitan District
    ATTN General Manager
    6520 Palmer
    Park Boulevard
    Colorado Springs, CO 80915

    Grantor:
    Kay Juanita McGinnis, Joan Charleen Cornell and Rita Ann O'Dell
    P.O. Box 706
    Breckenridge, CO 80424

20. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties

PERMANENT EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written

GRANTOR:

Kay Juanita McGinnis

Kay Juanita McGinnis

Joan Charleen Cornell

Joan Charleen Cornell

Rita Ann O'Dell

Rita Ann O'Dell

STATE OF COLORADO)
) ss
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 15th day of January, 2014 by Kay Juanita McGinnis.

Witness my hand and official seal

My Commission Expires 2-29-2016

Notary Public

JOY KLEIN NOTARY PUBLIC STATE OF COLORADO

STATE OF Idaho)
) ss
COUNTY OF Kootenai)

The foregoing instrument was acknowledged before me this 22 day of January 2014 by Joan Charleen Cornell

Witness my hand and official seal.

My Commission Expires 4-15-19

Notary Public

CARLY MELIUS NOTARY PUBLIC STATE OF IDAHO

5222000017

PERMANENT EASEMENT AGREEMENT

STATE OF New Mexico)
) ss
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this 20 day of January, 2014 by Rita Ann O'Dell

Witness my hand and official seal

My Commission Expires

Notary Public

Official Seal
JACOB BECKHAM
Notary Public
State of New Mexico
My Commission Expires 06-11-16

GRANTEE: Cherokee Metropolitan ~~District~~, a Colorado Title 32 Special District

By: Sean P. Chambers

Title General Manager

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2014 by Sean Chambers, as the General Manager of Cherokee Metropolitan District, a Colorado Title 32 Special District

Witness my hand and official seal.

My Commission Expires
JUNE 14, 2014

Notary Public

BRADLEY E RODENBERG
Notary Public
State of Colorado
My Commission Expires June 14, 2014

5222000017

PARCEL DESIGNATION:	5222000017	DATE:	January 8, 2014
OWNER:	McGINNIS, CORNELL, O'DELL (Owners current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

A 30.00 foot wide permanent easement for waterline purposes, being a portion of the Southwest Quarter of Section 22, Township 12 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, the side lines of said easement lie parallel and perpendicular 15.00 feet each side of the following described centerline:

Basis of Bearing:

The West line of the Southwest Quarter of said Section 22, monumented on the south by a 3 1/4" aluminum cap stamped PLS 10376 and on the north by the calculated position as determined by the 60' Witness Corner monumented with a 3 1/4" aluminum cap stamped PLS 9646 and said to bear N00°37'01"W.

COMMENCING at the Southwest Corner of said Section 22;

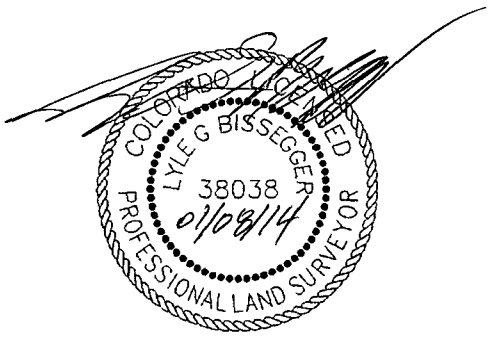
Thence along the west line of said Section 22, N00°37'01"W, a distance of 15.00 feet to the Point of Beginning;

Thence 15.00 feet parallel and northerly of the south line of the Southwest Quarter of said Section 22, N88°38'54"E, a distance of 2662.06 feet to a point on the east line of the Southwest Quarter of said Section 22 and being the Point of Terminus.

The side lines of said easement shall be either lengthened or shortened to intersect the east line of the Southwest Quarter of said Section 22, being the Point of Terminus and the west line of said Section 22 being the Point of Beginning.

Said easement contains 79,838.30 square feet or 1.83 acres more or less.

EXHIBIT B SKETCH is attached hereto and is only intended to depict EXHIBIT A – Legal Description. In the event that EXHIBIT A contains an ambiguity, EXHIBIT B may be used to solve said ambiguity.



Prepared for and on behalf of Kay McGinnis, Joan Cornell and Rita O'Dell by Lyle G. Bissegger, PLS# 38038 of NV5, Inc., 1975 Research Pkwy., Suite 165, Colorado Springs, Colorado, 80920

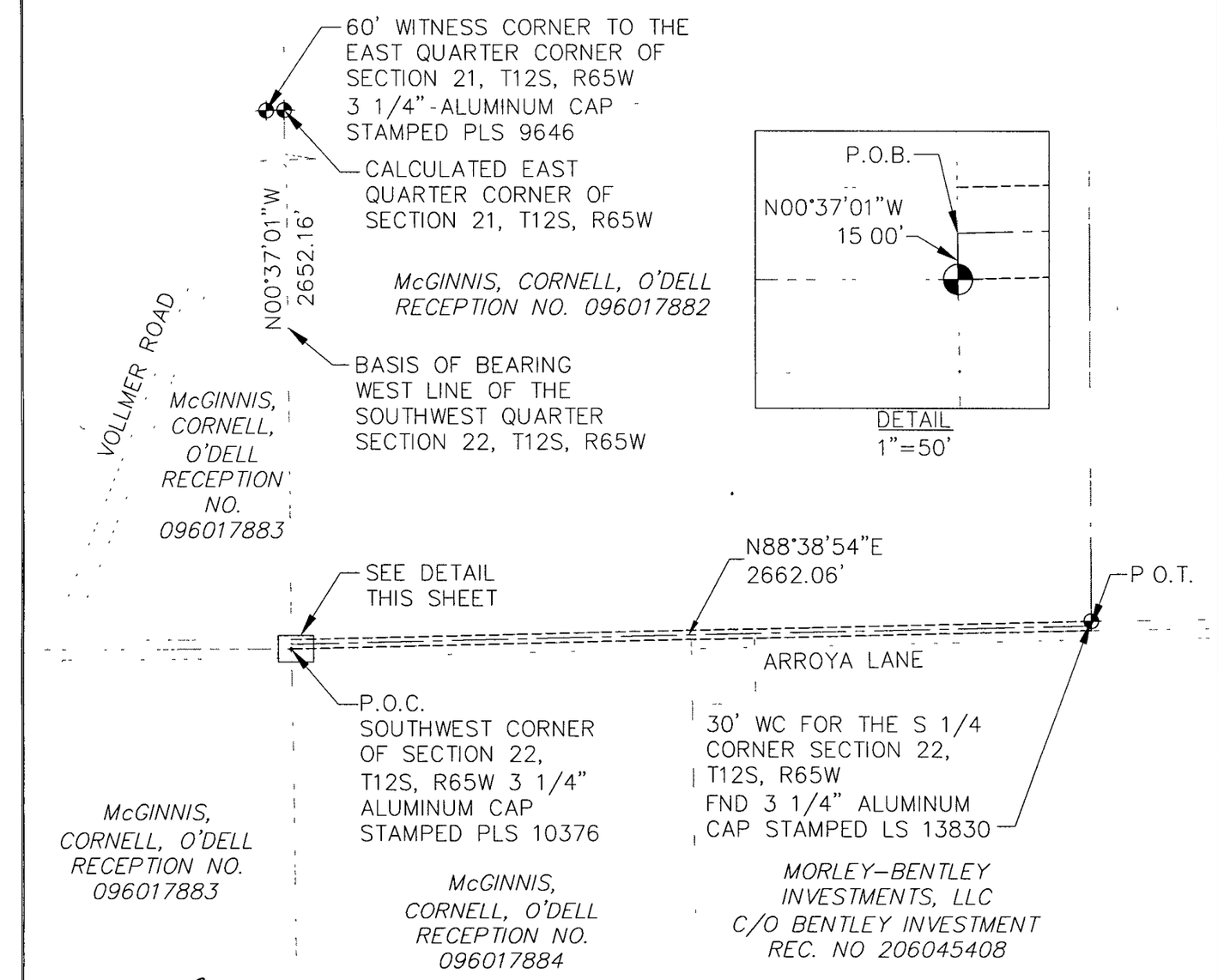
DATE	01/08/2014
DRAWN BY	CLH
CHECKED BY	LGB
APPROVED BY	TWE
DRAWING	5222000017All-EXB-Rev

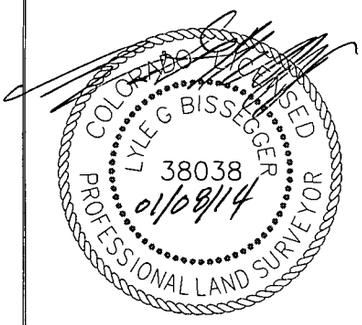
EXHIBIT B SKETCH

PERMANENT EASEMENT
PARCEL #5222000017
SECTION 22, T12S, R65W, 6TH P M
EL PASO COUNTY, COLORADO

McGINNIS CORNELL O'DELL

NV5
BEYOND ENGINEERING
1975 RESEARCH PARKWAY, SUITE 165
719 268 8500 TEL 719 268 9200
FAX COLORADO SPRINGS, CO 80920
WWW.NV5.COM





LEGEND.

P O.C	POINT OF COMMENCEMENT
P O.B.	POINT OF BEGINNING
P O.T.	POINT OF TERMINUS

NV5

500 250 0 500

SCALE: 1" = 500'

NOTES

1 This sketch does not constitute a land survey plat by NV5, Inc , and is only intended to depict Exhibit A – Legal Description In the event that Exhibit A contains an ambiguity, Exhibit B may be used to solve said ambiguity

2 Bearings are based on the west line of the Southwest Quarter of Section 22, monumented on the south by a 3 1/4" aluminum cap stamped PLS 10376 and on the north by the calculated position as determined by the 60' Witness Corner monumented with a 3 1/4" aluminum cap stamped PLS 9646 and said to bear N00°37'01"W

SHEET 1 OF 1

FILED IN THE OFFICE OF THE CLERK,
DISTRICT COURT WATER DIV. NO. 2
STATE OF COLORADO

MAR 03 2004

CLERK

DISTRICT COURT, WATER DIVISION 1, COLORADO

Court Address:
901 - 9th Street
Greeley, CO 80632

BLACK FOREST PARTNERSHIP,
Applicant,

IN EL PASO COUNTY.

▲COURT USE ONLY▲

Case Number: 03-CW-302

DISTRICT COURT, WATER DIVISION 2, COLORADO

Court Address:
320 West 10th Street, No. 203
Pueblo, CO 81003

BLACK FOREST PARTNERSHIP,
Applicant,

IN EL PASO COUNTY.

▲COURT USE ONLY▲

Case Number: 03-CW-078

Attorneys:
Robert E. Schween, No. 12923
Robert E. Schween, P.C.
8231 South Winnipeg Circle
Aurora, Colorado 80016
Telephone: 303-690-8451
Facsimile: 303-690-8459
ATTORNEY FOR ORIGINAL APPLICANT
WILSHIRE DEVELOPMENTS (WISCONSIN), L.L.C.

Return TO

FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, AND DECREE OF THE WATER COURT

THIS MATTER has come before the Court upon the application of Wilshire Developments (Wisconsin), LLC, Applicant, for a determination of all ground water rights in the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying their property in El Paso County and for approval of an augmentation plan. The overlying landowner, Black Forest Partnership, was substituted as Applicant by Order of the Court entered on January 20, 2004. The augmentation plan sought is needed to augment modeled stream depletions caused by withdrawals wells of not-nontributary ground water in the Dawson aquifer underlying Applicant's property. by

THE COURT, having considered the pleadings and the evidence presented, and being fully advised in the premises, enters the following findings of fact, conclusions of law, and ruling and decree:

ROBERT C. "BOB" BALINK El Paso County, CO
09/15/2004 02:07:59 PM
Doc $0.00 Page
Rec $111.00 1 of 22
204156219

FINDINGS OF FACT

1. **Name and Address of Applicant:**

Black Forest Partnership, a Colorado partnership
Attn: Allen C. Bowling
9990 East Progress Circle
Greenwood Village, Colorado 80111
Telephone: 602-770-9889

2. **History of the Case:**

A. Applications for a determination of ground water rights underlying Applicant's property and for an augmentation plan for withdrawal of not-nontributary Dawson aquifer ground water under Applicant's property were filed in the Water Courts for Water Division 1 on August 28, 2003, and for Water Division 2 on August 27, 2003. By Order of the Panel on Multidistrict Litigation, dated November 28, 2003, the application in Water Division 1, Case No. 03-CW-302, was transferred to Water Division 2 and consolidated with Case No. 03-CW-078 in Water Division 2. (Hereafter referred to singularly as the "application.")

B. No statements of opposition nor motions to intervene in this matter have been filed, and the time period for filing such pleadings has expired.

C. The overlying property which is the subject of this application is 200 acres, more or less, in the NW ¼ and the W ½, W ½, NE ¼, of Section 22, Township 12 South, Range 65 West of the 6th P.M., in El Paso County, as shown on the General Location Map, **Exhibit A** hereto ("Property"), the Site Location Map, **Exhibit A-1** hereto, and as described in the Property Legal Description, **Exhibit B** hereto.

3. **Purposes of the Application:**

A. The purposes for filing the application in this matter are (1) to adjudicate the Denver Basin aquifer ground water rights underlying Applicant's Property, and (2) to adjudicate an augmentation plan to allow use of ground water from the not-nontributary Dawson aquifer underlying the Property to serve the water demands of the proposed development of the Property. The augmentation plan approved hereinbelow applies only to Dawson aquifer withdrawals for these purposes.

B. The development proposed for the Property will be the construction of up to 60 residential homesites, each with its own Dawson aquifer well and nonevaporative wastewater disposal system. The ground water will be used for all domestic, stockwatering, and irrigation purposes at each homesite.

4. **Subject Matter Jurisdiction:** Timely and adequate notice of the pendency of these proceedings has been given in both Water Divisions 1 and 2 in the manner required by law. The Water Court, Water Division 2, has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not.

5. **Aquifers and Location of Ground Water:**

A. Applicant seeks a decree for rights to all ground water recoverable from the not-nontributary Dawson and Denver aquifers and the nontributary Arapahoe and Laramie-Fox Hills aquifers underlying their Property in El Paso County, Colorado. The Property which overlies the subject ground water consists of 200 acres, more or less, as described above and in **Exhibit B** hereto.

B. Applicant is the owner of all ground water rights underlying the Property and has the right to withdraw such ground water under Colorado law. Section 37-90-137(4), C.R.S. No part of such lands lies within a designated ground water basin.

6. **Specific Wells Claimed and Well Permits:**

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

B. Applicant or its successor(s) shall request a well permit from the Division of Water Resources to construct each such well to be located on Applicant's property described herein at such time as Applicant foresees the need for such well. Such well permit shall be granted pursuant to the terms and conditions of this ruling and decree.

7. **Types of Ground Water:**

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

B. The ground water contained in the Dawson and Denver aquifers at this location is not-nontributary ground water as defined in § 37-90-103(10.7), C.R.S. Withdrawals of such ground water require replacement to the stream system of the actual amounts of modeled stream depletions caused by such pumping, pursuant to a judicially approved plan for augmentation.

C. Such augmentation plan for Dawson aquifer withdrawals is contained in this ruling and decree, below. No such plan has been sought for Denver aquifer withdrawals.

8. **Average Annual Amounts of Withdrawal Available:** The average annual amounts available in acre-feet for withdrawal from each of the underlying aquifers are as follows:

Aquifer	Acres	Sat. Sand Thickness	Specific Yield	Ave. Ann. Amounts
Dawson	200	310	20 %	124 AF
Denver	200	320	17 %	109 AF
Arapahoe	200	250	17 %	85 AF
Laramie-Fox Hills	200	190	15 %	57 AF

The above values and amounts listed for the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers are consistent with the Office of the State Engineer Determinations of Facts, issued on October 28, 2003, in this case. Average annual amounts are based on a 100-year aquifer life.

9. **Estimated Average Pumping Rates and Well Depths:**

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

Aquifer	Rate of Withdrawal	Well Depth (Average)
Dawson	15 gpm	680 feet
Denver	50 gpm	1600 feet
Arapahoe	250 gpm	2140 feet
Laramie-Fox Hills	100 gpm	2710 feet

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

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

10. **Final Average Annual Amounts and Banking of Unused Annual Amounts:**

A. Final determinations of the applicable average saturated sand thicknesses and resulting average annual amounts available to Applicant from each aquifer will be made pursuant to the retained jurisdiction of this Court, as described in paragraph 33 of this ruling and decree. In the event this ruling and decree is not reopened for a further quantitative determination, the findings herein are final and controlling.

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

11. **Limitations on Consumption of Nontributary Ground Water:**

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

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

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

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

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

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

B. Pursuant to § 37-90-137(9)(c), C.R.S., such not-nontributary ground water may not be withdrawn and used until a judicially approved plan of augmentation has been obtained providing replacement for stream depletions caused by such withdrawals. Such an augmentation plan for Dawson aquifer withdrawals is adjudicated in this ruling and decree, below. No plan was sought for Denver aquifer withdrawals, and none is contained herein.

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

A. Well Locations: Applicant proposes to construct its wells as required by demands over time. Wells may be drilled and constructed pursuant to this ruling and decree at any location on the overlying land area described herein, pursuant to well permits to be issued in accordance with § 37-90-137(10), C.R.S. Applicant will abide by the statutory 600-foot well spacing requirement, see § 37-90-137(2), C.R.S., but may waive such requirement as to its or its successors own wells on the property.

B. Additional Wells: In addition to the initial well(s) to be permitted and constructed pursuant to this ruling and decree, Applicant may construct additional and replacement wells in order to maintain levels of production, to meet water systems demands, or to recover the entire amount of ground water in the subject aquifers underlying the subject property, as described herein. As additional wells are planned, applications shall be filed in accordance with § 37-90-137(10), C.R.S. In considering applications for permits for additional wells to withdraw the ground water adjudicated herein, the State Engineer shall be bound by this ruling and decree and shall issue said permits in accordance with provisions of § 37-90-137(10), C.R.S.

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

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

14. **Proposed Uses of Water:** The water withdrawn pursuant to this ruling and decree may be used, reused, and successively used for those domestic and irrigation uses described in the augmentation plan, below, on the land described in paragraph 4. This water will be produced for immediate application to such uses, for storage and subsequent application to such uses. Upon notice, Applicant or its successors may use, lease, or sell such vested property right or otherwise dispose of same for any other non-speculative beneficial purpose, including for exchange purposes, for replacement of stream depletions resulting from the use of water from other sources, and for augmentation purposes.

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

A. A totalizing flow meter shall be installed on each well discharge prior to withdrawing any water from the well. Applicant or its successor(s) shall keep accurate records of all withdrawals by the proposed wells, make any calculations necessary, and submit such records to the Water Division 2 Engineer upon request.

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

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

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

APPROVAL OF PLAN FOR AUGMENTATION FOR DAWSON AQUIFER WITHDRAWALS:

16. **Names and Number of Structures to be Augmented:**

A. The Property (200 acres, more or less, shown at **Exhibit A**) will be developed into 60 residential homesites by the Applicant. Applicant will require each Lot Owner to complete a well into the Dawson aquifer to serve the in-house and irrigation demands of each Lot Owner, as limited herein. As needed over time, additional and/or replacement wells may be needed. The exact location of the wells on each Lot has not been fixed at this time.

B. Each residence will be equipped with a non-evaporative wastewater disposal system (septic system).

C. Well permit application(s) for the well(s) to be constructed pursuant to this decree will be applied for at such time as Applicant or each Lot purchaser is prepared to construct such well(s) pursuant to the terms of the decree to be entered in this case. If the well permit for any well authorized by this decree expires, the permit holder may apply for a new well permit for such well at the time Applicant is ready to construct such well, and the State Engineer shall grant such permit as allowed by § 37-90-137, C.R.S., and pursuant to the terms of the decree.

17. **Description of Property to be Served:**

The well(s) which will withdraw ground water from the Dawson aquifer underlying the land described herein and shown on the General Location Map, **Exhibit A**, will be located on Applicant's Property in Section 22, Township 12 South, Range 65 West of the 6th P.M., in El Paso County, Colorado.

18. **Water Rights to be Used for Augmentation:**

A. Sources of Augmentation Water.

(1) The augmentation sources for this plan are the not-nontributary ground water withdrawn from the Dawson aquifer and the nontributary ground water in the Arapahoe and/or Laramie-Fox Hills aquifers owned by Applicant (as well as other sources that may be approved by the State Engineer or the Water Court). Such ground water underlies the Property described herein. See General Location Map, **Exhibit A**.

(2) Such sources may be available by direct discharge to the stream system, or by percolation and return to the stream system after in-facility use or land application.

(3) For purposes of this plan for augmentation, the average amounts of ground water available for well use and augmentation purposes are as described below. All such ground water has been decreed simultaneously with the approval of this augmentation plan and all such ground water underlies Applicant's Property:

Aquifer	Average Annual Amount (AF)	Total Amount 100 Years (AF)
Arapahoe	85	8,500
Laramie-Fox Hills	57	5,700

B. Use and Estimated Demand. Total withdrawals from the Dawson aquifer, employing standard residential and lawn irrigation water use limitations, will be approximately 36 acre-feet per year, calculated as follows:

In-House Domestic Uses	=	.27 AF x 60 Residences =	16.2 AF
Lawn and Garden Irrigation Uses	=	.33 AF x 60 Residences =	19.8 AF
Total	=	.60 AF x 60 Residences =	36.0 AF

C. Lawn irrigation will be limited to 8000 square feet per Lot to ensure that the amounts estimated for irrigation use will not be exceeded. This limitation shall be included in this ruling and reflected on the approved accounting form to be adopted therein.

19. **Consumptive Use and Return Flows:**

A. Consumptive Use. Total average annual withdrawals from the Dawson aquifer will not exceed .6 acre-feet per year per residence. Acceptable assumptions have been made that a maximum of .27 acre-feet will be used for in-house uses, of which 10% will be consumed. The remaining .33 acre-feet per residence will be used for lawn and garden irrigation purposes, with lawn and garden irrigation not to exceed 8000 square feet in area. An acceptable assumption has been made that 90% of such water used for lawn irrigation purposes will be consumed and the remaining 10% of such water will percolate and return to the stream system.

B. Return Flows.

(1) Employing the above assumptions, the estimated total combined return flows from use of water for the development as a whole will be approximately 16.6 acre-feet per year, calculated as follows:

Use			Amounts
In-House Uses (.27 AF/Yr. x 60 Homes)		.....	16.2 AF/Yr.
Irrigation Uses (.33 AF/Yr. x 60 Homes)		.....	19.8 AF/Yr.
Total Ave. Withdrawal		.....	36.0 AF/Yr.

Return Flows Generated			Amounts
In-House	(16.2 AF x 90%)	.....	14.6 AF/Yr.
Irrigation	(19.8 AF x 10%)	.....	2.0 AF/Yr.
Total Return Flow		.....	16.6 AF/Yr.

(2) The above figures are illustrative, based on an average annual use at build-out of about .60 acre-feet per residence. In the event that uses are actually less than illustrated above, aggregate return flow amounts will be calculated and reported on an approved accounting form, similar in substance to the one attached as **Exhibit D** hereto.

20. **Stream System Modeled Depletions:**

A. Pumping From the Dawson Aquifer: The Applicant's development will use not-nontributary Dawson aquifer ground water as its supply under this plan for augmentation.

B. Stream Systems Affected: Sand Creek, tributary to Fountain Creek, tributary to the Arkansas River; West Plum Creek, East Plum Creek, West Cherry Creek, and East Cherry Creek, all tributary to the South Platte River. See **Exhibit C,** Stream Depletion Tables.

C. Actual injurious stream depletions caused by Dawson aquifer pumping must be replaced. Section 37-90-137(9)(c), C.R.S. The replacement of these modeled stream depletions caused by pumping and the continuing post-pumping depletive effects are addressed by the plan for augmentation approved in this case, below.

21. **Replacement of Actual Injurious Stream Depletions Pumping Period:**

A. Generated Return Flows.

(1) The maximum amount of replacement water required to satisfy augmentation requirements is 10.9 acre-feet (36 AF x 34.3 % = 12.35) in the 300th year of pumping. See Stream Depletion Table, **Exhibit C**.

(2) Based on the above approved assumptions, the Applicant's development could generate aggregate return flows at full build-out of over sixteen (16) acre-feet per year, aggregating return flows from all uses, as shown above. Therefore, generated return flows always exceed the replacement amount required (actual stream depletions) during the pumping period, and they exceed actual stream depletions by more than four (4) acre-feet per year (16.6 AF – 12.35 AF = 4.25 AF).

(3) Stream depletions may accrue to both the Arkansas River and South Platte River basins. The great majority of such stream depletions accrue to Sand Creek, tributary to the Arkansas River. In this plan, Applicant will aggregate all stream depletions and replace them to Sand Creek. Return flows from the use of Dawson aquifer ground water will accrue to Sand Creek, and such flows will be sufficient to replace all modeled stream depletions during pumping. See para. 21A(1), above.

B. Availability of Generated Return Flows as an Augmentation Source.

(1) Return flows generated are available as an augmentation source only if it can be shown that such flows actually accrue to the stream system. It is a technically and hydrologically acceptable assumption that if a continuous shallow water table exists at the location of return flow generation, then such flows will travel in a shallow water-saturated overburden, thereby accruing to such stream system.

(2) In the present case, Applicant's Property is in very close proximity to Sand Creek and abuts other suburban developments where lawn irrigation and other outdoor uses of water are commonplace. The amount of lawn irrigation and other outdoor uses in the vicinity of Applicant's Property inevitably creates the existence of a continuous shallow water table at such locations. The Court finds such assumption acceptable in this instance.

(3) Therefore, the Court finds it probable that the return flows at the location of the Applicant's Property will accrue to the Sand Creek stream system and will serve as an adequate augmentation source for the augmentation plan approved herein. However, the State Engineer may require installation of piezometer wells if there arises a reasonable belief that such generated return flows are not reaching the stream system.

22. **Replacement of Depletions During the Post-Pumping Period:**

A. Post-Pumping Depletive Impact. No finding is made herein whether or not the impact of post-pumping stream depletions are *de minimis* and non-injurious, and need not be replaced under § 37-90-137(9), C.R.S. Applicant has made provisions for replacing such depletions, nevertheless, in this ruling and decree.

B. Applicant will replace injurious post-pumping stream depletions with reserved nontributary ground water as described hereinbelow. Applicant reserves the right to replace such depletions, however, with any judicially acceptable alternative source of augmentation water.

C. Reservation of Nontributary Ground Water. Applicant has reserved for post-pumping replacement purposes 10,800 acre-feet of nontributary ground water in the Arapahoe and Laramie-Fox Hills aquifers underlying its property, as decreed in this case. Such quantity is sufficient to replace all water withdrawn under this plan for augmentation (36 AF/Yr. x 300 years = 10,800 AF). Applicant or its successor(s) may be required to construct Arapahoe and/or Laramie-Fox Hills aquifer wells to access such source to meet its post-pumping obligations herein.

D. Aggregation and Replacement of Post-Pumping Stream Depletions.

(1) Applicant will aggregate all modeled stream depletions and replace such depletions to Sand Creek in the Arkansas River drainage basin. Although stream depletions from modeled Dawson aquifer pumping will occur to both the Arkansas River basin and the South Platte River basin, the Court finds that Applicant shall be required to replace depletions only to the Arkansas River drainage, in an amount aggregated to reflect all modeled stream depletions.

(2) Applicant shall be entitled to replace all such stream depletions to the Arkansas River system with ground water pumped from the Arapahoe and Laramie-Fox Hills aquifers beneath the Applicant's property or with any other supply that is sufficient to meet the requirements of this decree. The Court retains jurisdiction over this matter to determine if such substituted supply is adequate for such purpose.

(3) Maximum post-pumping stream depletions to both affected drainages will reach 34.3 percent of pumping in the 300th year of pumping and decline thereafter. Applicant's actual post-pumping replacement obligation will be determined by multiplying actual annual Dawson aquifer withdrawals through the time of final cessation of pumping, whenever that occurs, by the appropriate aggregated stream depletion factors, as shown on **Exhibit C**.

(4) The above calculated amount shall then be pumped from the nontributary Arapahoe and Laramie-Fox Hills aquifers, decreed herein, or from such other source(s) of water for which Applicant receives judicial approval to use, into Sand Creek in a manner so as to replace all (aggregated) modeled stream depletions.

E. Continuation of Post-Pumping Replacement Obligations and Accounting.

(1) Applicant or its successor(s) in interest shall continue the operation of this augmentation plan so long as an obligation to replace stream depletions exists. Following the entry of the decree herein and subdivision of the Applicant's property, Applicant shall create a Property Owners' Association ("POA") which shall undertake Applicant's obligation for this augmentation plan supply and operation. Accordingly, Applicant shall provide the POA with the necessary articles and by-laws and the assignment of Applicant's interest in the augmentation supply water.

(2) This decree shall be recorded in the real property records of El Paso County, and shall be a covenant running with the subject land. Applicant shall provide documentation to each Lot purchaser as to their rights and obligations under the terms of this decree.

(3) Applicant shall reserve and dedicate to this plan for augmentation the requisite quantity (10,800 acre-feet) of nontributary ground water from the Arapahoe and Laramie-Fox Hills aquifers, decreed herein, for the purpose of replacing to Sand Creek all post-pumping stream depletions, including those depletions that accrue to the South Platte River system.

(4) If replacement of modeled post-pumping stream depletions is no longer required in the future for any reason, the reservation of such post-pumping augmentation supply shall be abrogated, and the ownership of such reserved nontributary ground water shall revert to Applicant or its successor(s).

(5) Accounting for post-pumping stream depletions shall continue for the shortest of the following periods: (a) The period provided by statute; (b) The period specified by any subsequent change in statute; (c) The period required by this Court under its retained jurisdiction; (d) The period determined by the State Engineer; or (e) The period as established by Colorado Appellate or Supreme Court pronouncements.

F. Alternative Post-Pumping Augmentation Sources.

(1) To satisfy post-pumping replacement obligations, if any, upon application to this Court, Applicant or its successor(s) may use other legally available augmentation supplies which are sufficient in quantity, time, and place to replace injurious stream depletions.

(2) Notice of use of a source other than the nontributary Arapahoe aquifer ground water reserved for such purpose hereby will be given by separate application therefor filed in the Water Court so that all interested persons may file statements of opposition as in a standard water matter. The Court retains jurisdiction in this matter to determine if such supply is adequate.

23. **Administration of Plan for Augmentation:**

A. Accounting and Reporting. Applicant shall maintain records showing on an annual basis the metered withdrawals from the subject Dawson aquifer well(s), including any replacement or additional wells thereto, on the accounting form shown at **Exhibit D** hereto. The completed accounting form shall be submitted to the Water Division 2 Engineer annually.

B. Meters. Each well subject to this decree shall be equipped with a properly installed and maintained totalizing flow meter.

C. Limitations. Restrictions are imposed on the acreage under irrigation. The amount of irrigated land within the development shall not exceed 480,000 square feet (8,000 sq. ft./Lot x 60 Lots).

D. Curtailment. Pursuant to § 37-92-305(8), C.R.S., the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

CONCLUSIONS OF LAW

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

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

26. Whether post-pumping depletions are injurious is a question of fact for determination by the trial court. Danielson v. Castle Meadows I, 791 P.2d 1106 (Colo. 1990); State Engineer v. Castle Meadows, 856 P.2d 496 (Colo. 1993).

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

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

29. **Adequacy of Augmentation Plan:**

A. The Court finds that the augmentation plan for the replacement of stream depletions caused by withdrawals of not-nontributary Dawson aquifer ground water is adequate to prevent injury during the period of pumping operations. The plan satisfies the requirements of § 37-90-137(9)(c), C.R.S.

B. Further, if the plan for augmentation is operated and administered as described herein, so that releases are made to Sand Creek to replace aggregated modeled stream depletions, there will be no material injury to persons entitled to use water pursuant to vested or decreed conditional water rights.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

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

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

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

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

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

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

A. The Court retains jurisdiction as necessary to adjust the average annual amounts of nontributary ground water available under Applicant's Property to conform to actual local aquifer characteristics as determined from adequate information obtained from wells, pursuant to § 37-92-305(11), C.R.S. Within 60 days after completion of any well decreed herein, or any test hole(s), Applicant or any successor(s) in interest to these water rights shall serve copies of such log(s) upon the State Engineer.

B. At such time as adequate data are available, any person including the State Engineer may invoke the Court's retained jurisdiction to make a Final Determination of Water Right. Within four months of notice that the retained jurisdiction for such purpose has been invoked, the State Engineer shall use the information available to him to make a final determination of water rights finding. The State Engineer shall submit such finding to the Water Court and to the Applicant.

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

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

34. Applicant reserves the right to quantify, recapture, and reuse, or sell or lease the excess return flows of nontributary or fully augmented not-nontributary ground water under this plan for augmentation. All return flows generated by the development which are in excess of the modeled stream depletions may be recaptured and reused, but only pursuant to a new and separate application and decree therefor.

35. Applicant has complied with all requirements and met all standards and burdens of proof, including but not limited to the requirements contained in §§ 37-90-137(9)(c), 37-90-103(9), 37-92-302, 37-92-304(6), 37-92-305(1),(2),(3),(4),(5),(6), and (8), C.R.S., to adjudicate this plan for augmentation. The plan for augmentation described in the Findings of Fact, above, is hereby approved, confirmed, and adjudicated, including and subject to the terms and conditions specified in the foregoing Findings of Fact.

36. No owners of or persons entitled to use water under a vested water right or decreed conditional water right will be injured or injuriously affected by the operation of the plan for augmentation as decreed herein.

37. Upon entry of this decree of the Water Court, Applicant shall have the decree recorded in the real property records of El Paso County.

38. **Retained Jurisdiction as to Augmentation Plan Adjudication:**

A. The Court retains jurisdiction over this matter for the purpose of determining compliance with the terms and conditions of the augmentation plan decreed hereby.

B. The Court retains jurisdiction for a period necessary to protect against injury to other water rights. This period may last as long as Applicant is required to replace stream depletions. All replacements are made to the Arkansas River drainage basin; therefore, any person whose water rights are located in the South Platte River system may invoke such retained jurisdiction to show that stream depletions occurring in that drainage basin are causing injury to such water rights. The person invoking the Court's retained jurisdiction shall have the burden of establishing a *prima facie* case that Applicant's approved plan for augmentation allowing all replacements to be made to the Arkansas River basin is causing injury to such South Platte River basin water rights; except that the State and Division Engineers may invoke the Court's retained jurisdiction by establishing an *prima facie* case that injury is occurring to any vested or conditionally decreed water rights.

C. Applicant shall retain the ultimate burden of proving that no injury is occurring, or shall be allowed to proposed terms and conditions that may prevent such injury. Among other remedies, the Court may require Applicant to make replacements directly to the South Platte River system.

D. Nevertheless, if after ten (10) years from the date of this ruling and decree, it can be shown that return flows are occurring and are adequate in amount to replace aggregated modeled actual stream depletions, then the Applicant or its successor(s) may ask the Court, after adequate notice, to terminate its retained jurisdiction over this decree.

E. Any party or entity invoking such retained jurisdiction must make a *prima facie* case that injury to its water rights has been actually caused by Applicant's withdrawals or operation of the plan for augmentation approved herein.

F. The Court retains jurisdiction to entertain a motion to relieve Applicant or its successor(s) from the obligation to perform post-pumping replacement of stream depletions caused by the withdrawals of Dawson aquifer ground water hereunder as specified in this ruling and decree.

G. Finally, the Court retains jurisdiction to allow Applicant or its successor(s) to file a separate application for the recapture and reuse of return flows which can be shown to be in excess of the amounts needed for replacement purposes under this plan for augmentation, if any.

39. Pursuant to statute, the State Engineer is required to curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

RULING ENTERED this 5th day of February, 2004.

Mardell R. DiDomenico
Water Referee
Water Division 2, Colorado

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

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

Date: 3/3/04

BY THE COURT:

Honorable C. Dennis Maes
Water Judge, Water Division 2

APPROVED AS TO FORM AND CONTENT:

ROBERT E. SCHWEEN, P.C.

By: _____

Robert E. Schween, No. 12923
8231 South Winnipeg Circle
Aurora, Colorado 80016
Telephone: 303-690-8451
Facsimile: 303-690-8459
ATTORNEY FOR APPLICANT
WILSHIRE DEVELOPMENTS (WISCONSIN), LLC

Consolidated
Case No. 03-CW-302, Water Division 1
Case No. 03-CW-078, Water Division 2

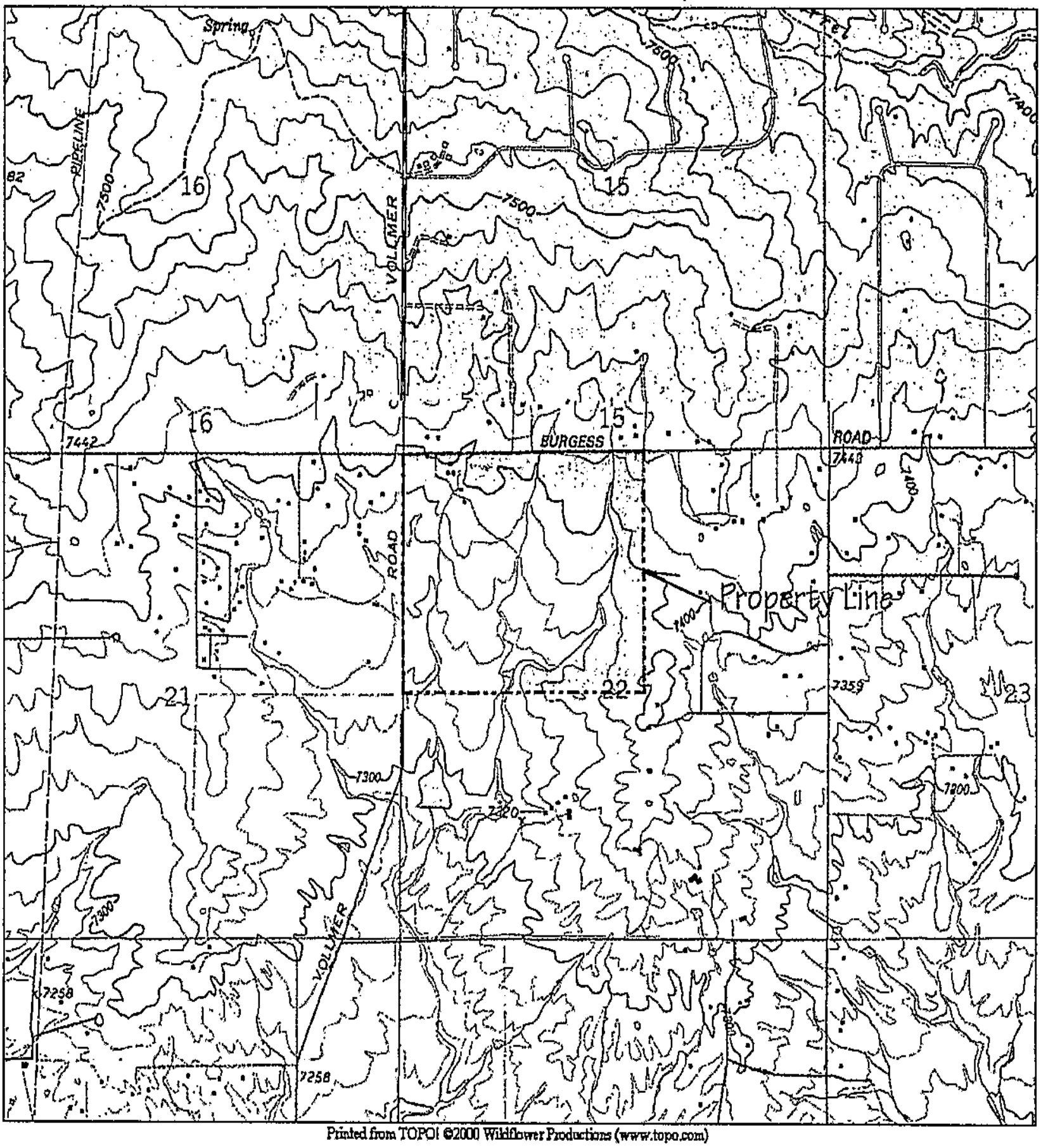
TABLE OF EXHIBITS

Exhibit A	General Location Map.
Exhibit B	Property Legal Description.
Exhibit C	Table II - Stream Depletions Shown as a Percentage of Quantity Pumped.
Exhibit D	Sample Accounting Form Showing Annual Usage and Calculated Return Flows.

c: Wilshire.RUL

R 65 W

T 12 S



Printed from TOPO! ©2000 Wildflower Productions (www.topo.com)

N

Scale 1" = 2000'

Location Map

Wm Curtis Wells & Co.

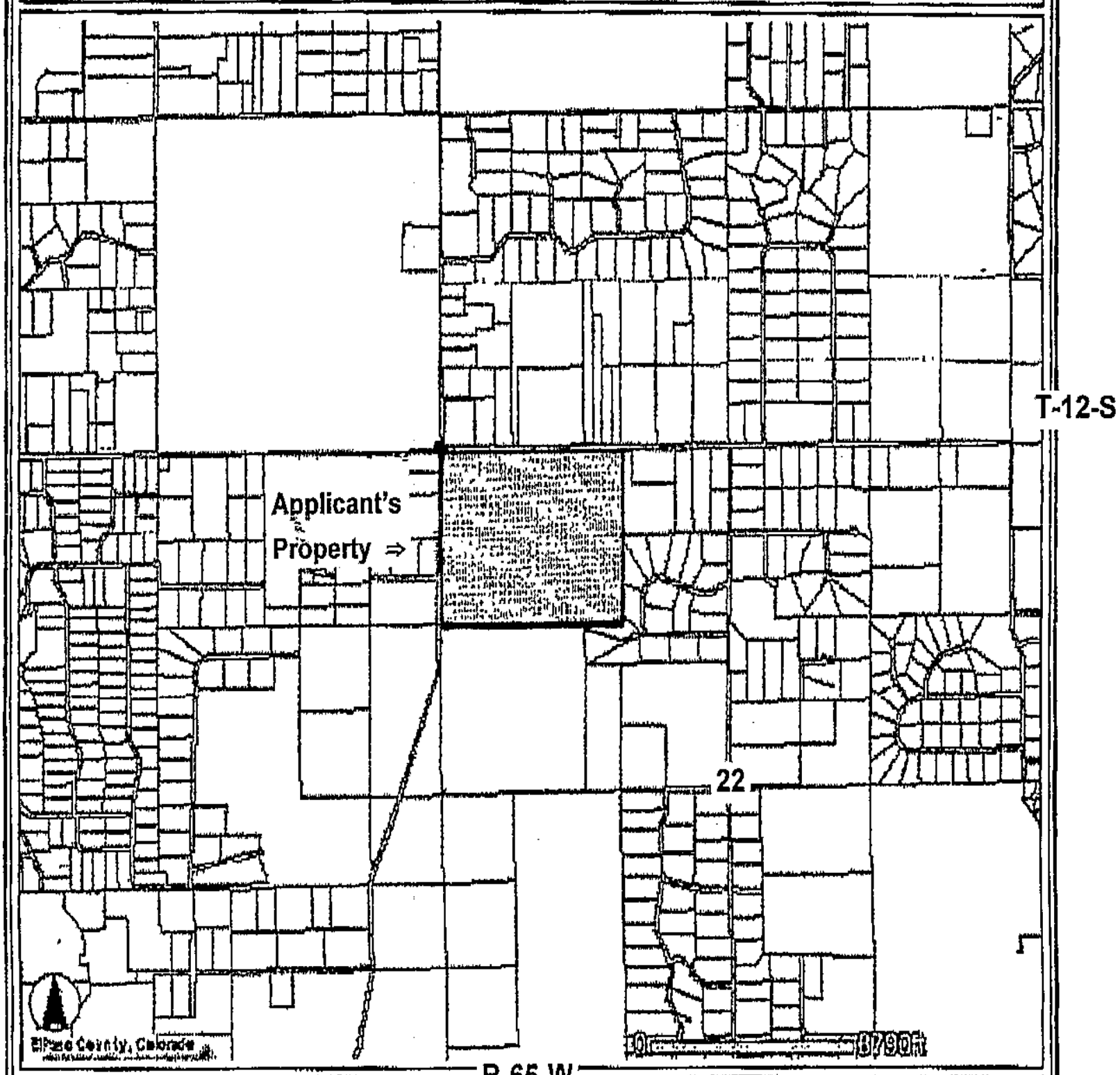
consulting ground water geologists

EXHIBIT A

El Paso County Schedule Information

Schedule Number: 5222000006
Schedule Address: 8875 BURGESS RD
Schedule Owner: BLACK FOREST PARTNERSHIP

Owner Mailing Address: 1001 E OXFORD LN , ENGLEWOOD , CO 80110



COPYRIGHT 2002 by the board of County Commissioners, El Paso County, Colorado. All rights reserved. No part of this document or data contained hereon may be reproduced; used to prepare derivative products; or distributed without the specific written approval of the Board of County Commissioners, El Paso County, Colorado. This document was prepared from the best data available at the time of printing. El Paso County, Colorado makes on claim as to the completeness or accuracy of the data contained hereon.

Site Location Map

EXHIBIT A -1

EXHIBIT B

PROPERTY LEGAL DESCRIPTION

The NW ¼ and the W ½, W ½, NE ¼, Section 22, Township 12 South, Range 65 West of the 6th P.M., in El Paso, Colorado. (200 acres, M/L)

EXHIBIT B

Table I
Dawson Aquifer Stream Depletion Factors
Langdon Property
(as % of pumping)

Yrs.	Arkansas River	South Platte River	Total	Yrs.	Arkansas River	South Platte River	Total
10	0.96	0.00	0.96	310	29.71	4.24	33.95
20	2.42	0.01	2.43	320	28.64	4.46	33.10
30	4.12	0.03	4.15	330	27.29	4.69	31.98
40	5.92	0.06	5.98	340	25.87	4.86	30.73
50	7.72	0.10	7.82	350	24.39	5.06	29.45
60	9.47	0.15	9.62	360	22.97	5.23	28.20
70	11.15	0.21	11.36	370	21.62	5.38	27.00
80	12.72	0.29	13.01	380	20.35	5.53	25.88
90	14.19	0.38	14.57	390	19.17	5.67	24.84
100	15.57	0.48	16.05	400	18.07	5.81	23.88
110	16.84	0.60	17.44	410	17.08	5.91	22.99
120	18.04	0.71	18.75	420	16.14	6.03	22.17
130	19.13	0.85	19.98	430	15.30	6.12	21.42
140	20.16	0.99	21.15	440	14.53	6.20	20.73
150	21.12	1.14	22.26	450	13.80	6.30	20.10
160	22.01	1.30	23.31	460	13.14	6.37	19.51
170	22.84	1.47	24.31	470	12.54	6.42	18.96
180	23.63	1.62	25.25	480	11.98	6.48	18.46
190	24.37	1.81	26.18	490	11.45	6.54	17.99
200	25.06	1.99	27.05	500	10.97	6.58	17.55
210	25.72	2.16	27.88	510	10.51	6.63	17.14
220	26.32	2.38	28.70	520	10.10	6.65	16.75
230	26.90	2.58	29.48	530	9.71	6.68	16.39
240	27.46	2.77	30.23	540	9.33	6.72	16.05
250	27.98	2.97	30.95	550	9.00	6.72	15.72
260	28.49	3.16	31.65	560	8.67	6.74	15.41
270	28.96	3.39	32.35	570	8.37	6.75	15.12
280	29.41	3.61	33.02	580	8.08	6.76	14.84
290	29.85	3.82	33.67	590	7.82	6.75	14.57
300	30.27	4.03	34.30	600	7.56	6.75	14.31

EXHIBIT C

Accounting Form
Wilshire Development
Water Court Case 03-CW-078

DRAFT

	Accounting Period					
					From	To
	Diversion Well Meter Readings					
	Lot No.	Well Permit No.	This Oct. 31	Last Year Oct. 31	Total Gal.	af
			col. a	col. b	col. a - col. b	
	1					
	2					
	3					
	60					
1	Total Number of Homes					
2	Total					

	Depletion Subject to Depletion			
	Total Pumping [2]	+		af
	Stream Depletion Factor From Table I			
	rounded up to next 10 years since pumping began	*		
		\100		
3	Stream Depletion	=		af

	Net Stream Depletion			
	Return Flows [1]	+		
		*	0.24	af
	Stream Depletion [3]	-		af
	Net Accretion (Depletion)	=		af

	Water Supply Summary			
	Withdrawal From Last Year [4]	+		af
	Withdrawal This Year [2]	+		af
4	Total Withdrawal Since Pumping Began	=		af
	Years Since Pumping Began	/		
	Average Annual Withdrawal	=		af/yr

Table I
(as %)

Yrs.	Depletion	Yrs.	Depletion
10	0.96	160	23.31
20	2.43	170	24.31
30	4.15	180	25.25
40	5.98	190	26.18
50	7.82	200	27.05
60	9.62	210	27.88
70	11.36	220	28.70
80	13.01	230	29.48
90	14.57	240	30.23
100	16.05	250	30.95
110	17.44	260	31.65
120	18.75	270	32.35
130	19.98	280	33.02
140	21.15	290	33.67
150	22.26	300	34.30

EXHIBIT D

Chuck Broerman
12/06/2017 10:22:22 AM
Doc $0.00 24
Rec $128.00 Pages
El Paso County, CO
217147493

DATE FILED: October 30, 2017 9:24 AM

DISTRICT COURT, WATER DIVISION 2 **Pueblo County Courthouse** **501 North Elizabeth Street, Suite 116** **Pueblo, CO 81003**	
Concerning the Application for Water Rights of: **ARROYA INVESTMENTS, LLC and ROBERT SCOTT GENERAL CONTRACTORS, INC.** In El Paso County	Δ **COURT USE ONLY** Δ
	Case No. 16CW3095
AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE	

The Court, having reviewed the application, the Summary of Consultation held by the Division Engineer for Water Division 2 on March 10, 2017, and the pleadings in this case, including a Motion to Amend Decree to include an omitted exhibit which contains the legal description of the Property, hereby enters the following Amended Findings of Fact, Conclusions of Law, Judgment and Decree:

FINDINGS OF FACT

I. Jurisdictional Facts.

1. The applicants for adjudication of Denver Basin ground water and approval of a plan for augmentation in this case are Arroya Investments, LLC, 1283 Kelly Johnson Blvd., Colorado Springs, CO 80920 ("Arroya"), and Robert Scott General Contractors,

Inc. (Scott"), Attn: Bob Ormston. 2760 Brogans Bluff Drive, Colorado Springs, CO 80918, phone 719.499.6754; email rshomes@comcast.net.

2. The application in this case was filed on December 29, 2016 in Water Division 2. The application was published in the resume for Water Division 2 and in a newspaper of general circulation in El Paso County, as ordered by the Court. Proof of publication has been filed.

3. A timely statement of opposition was filed in Water Division 2 by the City of Colorado Springs acting by and through its enterprise, Colorado Springs Utilities. The City of Colorado Springs has stipulated to entry of a decree in this case, and this decree is consistent with the stipulation. The deadline for filing statements of opposition has expired, and no motions to intervene have been filed.

4. The Court has reviewed and considered the Consultation Report of the Division Engineer for Water Division 2, which was on held and filed on March 10, 2017.

5. The land and water involved herein are not within the boundaries of a designated ground water basin.

II. Description of Denver Basin Water Rights to be Adjudicated.

6. The property beneath which certain water is sought to be adjudicated consists of 35.28 acres situate in the SW1/4 Section 22, T. 12 S., R. 65 W., 6th P.M.; its legal description is found on Exhibit A (the "Property"). A map showing the Property's location is attached as Figure 1.

7. The Property is owned by the Applicant and there are no liens or encumbrances against the Property, so the provisions of C.R.S. §37-92-302(2) (b) do not apply.

8. Pursuant to the Determinations of Fact issued by the State Engineer on February 8, 2017, the amounts of water available for appropriation from each aquifer are as shown on Table 1:

Table I

Aquifer	Acreage	Specific Yield	Sat. Thick-ness (ft)	Total Amount (AF)	Annual Amount (AF)*
Dawson	35.28	.20	275	1,940	19.4
Denver	35.28	.17	280	1,679	16.8
Arapahoe	35.28	.17	250	1,499	15.0
Laramie-Fox Hills	35.28	.15	190	1,005	10.1

* This amount is based on annual withdrawals of one percent of the total amount appropriated, as provided in C.R.S. §37-90-137(4) (b). The plan for augmentation decreed herein requires that the water in the Dawson aquifer be withdrawn at a lower rate than would otherwise be allowed by state law.

9. The estimated depths and tributary status of the four aquifers located beneath the Property are shown on Table II:

Table II

Aquifer	Depth below surface (ft)	tributary status
Dawson	100 - 620	not nontributary
Denver	640 - 1,540	not nontributary
Arapahoe	1,590 - 2,075	nontributary
Laramie-Fox Hills	2,350 - 2,635	nontributary

10. Applicants will withdraw water from the Dawson aquifer from as many as 10 wells. Subject to the limitations in this decree, Applicants may also withdraw water from one well in each of the Denver, Arapahoe, and Laramie-Fox Hills aquifers, plus any additional wells in those aquifers required in order for Applicants to withdraw the full decreed amounts. Such wells may be constructed at any location on the Property, provided, that no wells may be located within 100 feet of the Property boundary.

11. Subject to the terms, conditions and limitations of this decree, and the issuance by the State Engineer of a well permit that authorizes the specific use or uses,

the Denver Basin ground water rights adjudicated herein are decreed for all beneficial uses except municipal uses.

III. Description of Plan for Augmentation.

12. Overview of plan for augmentation. Applicants intend to subdivide the property into as many as 10 residential lots. Applicants are entitled to drill one well into the Dawson aquifer for each lot. The plan for augmentation is designed to last for 300 years. Septic system return flows will be used to replace depletions which occur during the pumping period, and nontributary Arapahoe and Laramie-Fox Hills aquifer water is hereby reserved in an amount sufficient to replace all post-pumping depletions. Uses of water on such lots are expected to be, but shall not be limited to, some or all of the following uses: for indoor uses for drinking and sanitary purposes in the principal houses and in stand-alone home offices or guest cottages, for livestock watering, for landscape and garden irrigation, hot tubs, swimming pools, and decorative uses such as decorative ponds and fountains, and augmentation through septic system return flows. Annual pumping from the Dawson aquifer will be limited to 0.5225 acre foot (170,257 gallons) annually per well, with one well per lot, and 5.225 acre feet annually. Applicants for well permits will indicate the uses to which they intend to put the water on their well permit applications.

13. Return flows from indoor residential use. The State Engineer has issued an informal guideline estimating that conservatively, water use in single family dwellings

will equal at least 0.2 acre foot of water annually for indoor uses, and that return flows from nonevaporative septic systems will equal at least 0.18 acre foot annually. Thus, it is assumed that each well constructed pursuant to this plan for augmentation will be used in at least one single family dwelling, and will cause septic system return flows of at least 0.18 acre foot annually, or at least 1.8 acre foot annually if 10 wells are constructed. Though there may be return flows from landscape and/or garden irrigation, Applicants do not and will not rely on such return flows to replace depletions during the pumping period under this plan for augmentation, or in any other plan for augmentation.

14. Replacement of depletions during pumping. Applicants shall replace all depletions caused by pumping of the Dawson aquifer water. The State Engineer's computer model "DA02" indicates that during pumping, depletions to the Arkansas River system will gradually increase to a maximum of approximately 34.45 percent of annual pumping in the 300th year, or 1.8 acre feet based on annual pumping of 5.225 acre feet. Applicants shall replace those depletions with septic system return flows, which will equal 1.8 acre feet annually for 10 lots, based on assumed average annual indoor use of at least 0.2 acre foot per dwelling. If the Property is subdivided into fewer than 10 lots, with one Dawson aquifer well per lot, return flows from septic systems will still always exceed stream depletions during the 300 year pumping period. Thus, Applicants may subdivide the Property into fewer than 10 lots, with one well per lot, provided that Applicants comply with all other provisions of this decree. If fewer than 10 lots are

approved by the relevant department of the El Paso County Government, the annual amount allowed to be pumped from each Dawson aquifer well shall remain 0.5225 acre foot per well.

15. Provision of sufficient return flows during the pumping period. Nonevaporative septic systems shall be used for treatment of water used for indoor drinking and sanitary uses on all lots. All septic system return flows from the lots are dedicated to this plan for augmentation, and shall not be sold, leased or otherwise used for any other purpose. Septic system return flows are necessary to provide an adequate source of water to replace stream depletions during the pumping period under the plan for augmentation decreed herein. Accordingly, in order to generate required return flows to replace depletions during pumping, each Dawson aquifer well authorized hereunder must be used to provide water to one or more single family dwellings on the Property, and annual withdrawals shall be limited to withdrawal of 0.5225 acre foot per well. Because this augmentation plan is dependent on return flows from indoor residential uses, no Dawson aquifer well approved pursuant to this plan for augmentation shall be allowed to pump water for any purpose unless it is also used in a residence on the lot on which such well is located. Total post-pumping depletions from Applicants' withdrawals from all Dawson aquifer wells shall in no instance exceed the 1,324 acre feet of water reserved and available for replacement of post pumping

depletions from the Arapahoe aquifer, less any replacements of depletions made during the pumping life of the up to 10 Dawson aquifer wells.

16. Replacement of post-pumping depletions.

A. Applicants shall replace post-pumping depletions for the shortest of the following four periods: (1) the period provided by the Colorado Legislature, should it eventually specify one and if the Applicants obtain Water Court approval for such modification; (2) the period determined by the State Engineer, should the State Engineer lawfully establish such a period; (3) the period established through rulings of the Colorado Supreme Court in relevant cases; or (4) until Applicants or their successors petition the Water Court and after notice to all parties in this case prove that they have complied with all statutory requirements.

B. Replacement of post-pumping depletions shall commence after the earliest of the five following events has occurred: (1) 1,567.5 acre feet have been pumped from the Dawson aquifer; or (2) ten consecutive years have passed with no pumping from the Dawson aquifer; or (3) when Applicants or their successors acknowledge in writing that all withdrawals for beneficial use from the Dawson aquifer have permanently ceased; (4) when accounting shows that return flows from the use of the water being withdrawn from the Dawson aquifer wells are insufficient to replace depletions that already occurred, or (5) 300 years subsequent to entry of the decree in this case, i.e., 2317 A.D.

C. At the time Applicants or their successors must begin replacing post-pumping depletions, Applicants shall cause a depletion analysis to be conducted, using the computer model generally accepted as being most accurate at that time, to calculate the amount and timing of post-pumping depletions which must be replaced, based on actual withdrawals during the applicable pumping period. After the depletion analysis has been completed, the Arapahoe aquifer water as decreed herein, or such other source of water as receives judicial approval after notice, shall then be pumped at the appropriate times and delivered to the Arkansas River system in a manner that will adequately replace all post-pumping depletions from pumping of the Dawson aquifer wells approved pursuant to this decree. Applicants' successors in interest shall be required by the terms of this decree to construct an Arapahoe aquifer well pursuant to this plan for augmentation at the time replacement of post-pumping depletions must commence pursuant to this decree, unless after notice a different source of water is approved by the court for replacement of post-pumping depletions, or unless the obligation is modified or terminated pursuant to ¶ 16.A. above.

D. Applicants hereby reserve and dedicate to this plan for augmentation 1,324 acre feet of Arapahoe aquifer ground water rights decreed herein for the purpose of replacing all post-pumping depletions to the Arkansas River system. This amount has been calculated as follows:

I. Based on a maximum allowable annual Dawson aquifer pumping of 5.225 acre feet for 300 years, a total of 1567.5 acre feet may be pumped from the up to ten Dawson aquifer wells under this plan for augmentation. Approximately 270 acre feet of stream depletions will occur during the pumping period, and there will be approximately 1,297.5 acre feet of post-pumping depletions.

II. Rule 8 of the Denver Basin Rules, 2 CCR 406-2, requires that only 98 percent of nontributary Denver Basin water may be consumed. The amount of water which must be reserved to replace post-pumping depletions is 1,324 acre feet, which was calculated by dividing post-pumping depletions of 1,297.5 acre feet by 0.98 and rounding to the next larger whole acre foot.

E. Applicants shall, at the time they must begin replacement of post-pumping depletions, construct an Arapahoe aquifer well from which the post-pumping replacements shall be pumped.

F. If at some time replacement of post-pumping depletions is no longer required pursuant to ¶16.A. above, or if Applicants receive judicial approval to use a different water source for augmentation purposes, Applicants shall petition the court pursuant to its retained jurisdiction to modify or terminate the reservation.

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

18. Appurtenances to Property. This plan for augmentation, the right to 1,567.5 acre feet of Dawson aquifer ground water which may be pumped pursuant to the plan for augmentation, and the right to 1,324 acre feet of Arapahoe aquifer ground water Hills aquifer water rights which are reserved for replacement of post-pumping depletions, shall be considered as appurtenances to the Property, and shall be conveyed pursuant

to the appurtenance clause in any deed conveying the Property or any portion thereof, whether or not the plan for augmentation and the water rights are specifically referenced in the deed. It is anticipated that the plan for augmentation and the water rights reserved for replacement of post-pumping depletions will be conveyed by Applicants to a homeowners association or similar organization charged with the responsibility of implementing and carrying out the provisions of this decree.

19. Meters and reporting requirements. All wells permitted pursuant to this decree shall be equipped with a properly installed and calibrated totalizing flow meter. Applicants shall record the metered use on November 1 and April 1 of each year, and report such use to the water commissioner within two weeks after the measurements have been made. The water commissioner may require more frequent metering and reporting.

20. Finding of no injury. The Court finds that under the terms and conditions herein the requirements of C.R.S. §37-90-137(9)(c) have been met, and that no injury will be caused to the owner of or anyone entitled to use water under a vested water right or decreed conditional water right.

CONCLUSIONS OF LAW

21. The Court has jurisdiction over the subject matter of this action and over all persons who could have appeared herein, whether or not they did so appear.

22. All conditions precedent to the granting of this decree have been performed.

23. The plan for augmenting depletions caused by pumping the not nontributary Dawson aquifer is required by C.R.S. §37-90-137(9), and is subject to the requirement of C.R.S. §37-92-305(3) and 305(8) that no injury will occur to the owners of or persons entitled to use water under an absolute water right or decreed conditional water right as a result of implementing such plan for augmentation. Applicants have complied with all the conditions of C.R.S. §37-92-305(3), (8) and all other relevant statutes.

24. Applicants can maintain dominion and control over the septic system return flows by determining the quantity of such return flows, as set forth above, and thus has the legal ability to use said return flows in this plan for augmentation. See, Public Service Co. v. Willows Water District, 856 P.2d 829 (Colo. 1993).

JUDGMENT AND DECREE

25. The forgoing findings of fact and conclusions of law are hereby incorporated into this judgment and decree.

26. Adjudication of Dawson aquifer groundwater rights.

A. Applicants are granted a vested right to 1,940 acre feet of ground water in the not nontributary Dawson aquifer located beneath the Property, subject to modification by the Court under its retained jurisdiction. One thousand

five hundred sixty seven and one-half (1,567.5) acre feet are reserved for use in the plan for augmentation decreed herein.

B. Pumping of the Dawson aquifer ground water rights pursuant to this plan for augmentation is limited to 0.5225 acre foot (170,257 gallons) annually per well for up to ten wells, 5.225 acre feet annually from all Dawson aquifer wells, and 1,567.5 acre feet in total. All well permits for Dawson aquifer wells authorized under this the plan for augmentation shall limit withdrawals to 15 gpm per well and to 0.5225 acre foot annually.

C. Because the pumping limits are established by the plan for augmentation decreed herein, the "water banking" provisions of Rule 8.A of 2 CCR 402-7 ("Water Banking Rules") do not apply to the Dawson aquifer ground water rights.

D. These Dawson aquifer ground water rights decreed herein are approved for all beneficial uses, except municipal uses.

27. Adjudication of Denver aquifer ground water rights.

A. Applicants are granted a vested right to 1,679 acre feet of ground water in the not nontributary Denver aquifer located beneath the Property, subject to modification by the Court under its retained jurisdiction.

B. The Denver aquifer water may only be pumped pursuant to a court-approved plan for augmentation; no such plan for augmentation is decreed

herein. Applicants' Denver aquifer ground water rights may be pumped at a rate not to exceed 16.8 acre feet annually except pursuant to the Water Banking Rules, and if allowed by a required plan for augmentation. The pumping rate shall not exceed 150 gpm.

C. These Denver aquifer ground water rights decreed herein are approved for all beneficial uses, except municipal uses.

28. Adjudication of Arapahoe aquifer ground water rights.

A. Applicants are granted a vested right to 1,499 acre feet of ground water in the nontributary Arapahoe aquifer located underneath the Property, subject to modification by the Court under its retained jurisdiction.

B. One-thousand three hundred twenty four (1,324) acre feet of the Arapahoe aquifer water rights are reserved for the replacement of post-pumping depletions pursuant to the plan for augmentation decreed herein. The Arapahoe aquifer ground water rights reserved for replacement of post-pumping depletions shall be pumped in accordance with the requirements established by the computer model referred to in ¶ 16.C above. The 175 acre feet of Arapahoe aquifer ground water rights which are not reserved for replacement of post-pumping depletions may be pumped at a rate not to exceed 1.75 acre feet annually, except pursuant to the Water Banking Rules. Such water may be pumped at a rate not to exceed 150 gpm.

C. The Arapahoe aquifer ground water rights which are reserved for the replacement of post-pumping depletions are decreed for augmentation use only. The Arapahoe aquifer water rights which are not so reserved are decreed for all beneficial uses except municipal use.

29. Adjudication of Laramie-Fox Hills ground water rights.

A. Applicants are granted a vested right to 1,005 acre feet of ground water in the nontributary Laramie-Fox Hill aquifer located beneath the Property, subject to modification by the Court under its retained jurisdiction.

B. The Laramie-Fox Hills aquifer ground water rights decreed herein may be pumped at rate not to exceed 10.1 acre feet annually except pursuant to the Water Banking Rules, and may be pumped at a rate not to exceed 150 gm.

C. The Laramie-Fox Hills aquifer ground water rights decreed herein are decreed for all beneficial uses, except municipal uses. No more than 98 percent of the Laramie Fox Hills ground water rights may be consumed. Wells in the Laramie-Fox Hills aquifer may be pumped at a rate not to exceed 150 gpm.

30. Vested Water Rights. The Denver Basin aquifer ground water rights decreed herein are vested water rights, and no applications for findings of diligence are required. Pursuant to C.R.S. §37-92-305(11), the Court will retain jurisdiction to finally determine the amount of water available for appropriation, based on site-specific data when it becomes available, and to adjust upward or downward as appropriate the

amount available for withdrawal from each aquifer. The Applicants need not refile, republish, or otherwise amend this decree to request or obtain such adjustment.

31. Approval of Plan for Augmentation. The plan for augmentation described herein is approved. Depletions caused by pumping water from up to ten wells in the Dawson aquifer shall be replaced as provided and decreed herein. Annual withdrawals from the Dawson aquifer shall not exceed 0.5225 acre foot (170,257 gallons) per well, nor more than 5.225 acre feet total, and total withdrawals over the 300 year pumping period shall not exceed 1,567.5 acre feet. The State or Division Engineer shall curtail the pumping of more than those amounts from the Dawson aquifer absent prior modification of this plan for augmentation by amendment of this decree or court approval of an additional plan for augmentation which replaces depletions attributable to such additional pumping. The State Engineer shall also curtail all diversions, the depletions from which are not replaced in a manner to prevent injury to vested water rights or decreed conditional water rights.

32. Necessity of residence on a lot prior to pumping. In order to ensure replacement of depletions during the pumping period, pumping and use of the Dawson aquifer wells for any beneficial uses other than indoor residential use shall not be allowed unless ground water is also being pumped and used for indoor residential use. In order for this plan for augmentation to operate, return flows from septic systems shall

at all time during pumping be in an amount sufficient to replace the amount of stream depletions.

33. Well spacing. No well in the Dawson aquifer shall be constructed within 300 feet of another well in the same aquifer, other than replacement wells. Minimum spacing between wells in each of the other three aquifers shall be determined pursuant to the provisions of C.R.S. § 37-90-137(2).

34. Issuance of well permits. Upon submission of a properly completed well permit application and filing fee, the State Engineer shall issue a permit for each well approved herein, consistent with the terms of this decree and all applicable statutes and rules upon submission of the filing fee and a properly completed well permit application. The State Engineer shall identify the specific uses which can be made of the ground water to be withdrawn, and shall not issue a permit for any proposed use, which use the State Engineer determines to be speculative at the time of the application or which would be inconsistent with the requirements of this decree and the plan for augmentation approved herein, or any modified decree and plan for augmentation.

35. Additional provisions.

A. Applicants may construct replacement wells in order to maintain levels of production, to meet water supply demands or to recover the entire amount of groundwater in the subject aquifers underlying the Property. As

replacement wells are planned, applications for new well permits shall be filed in accordance with C.R.S. §37-90-137(10).

B. Two or more wells constructed into a given aquifer shall be considered a well field. In effecting production of water from such well field, Applicants may produce the entire amount which may be produced from any given aquifer through any combination of wells within the well field.

C. In considering applications for permits for wells or additional wells to withdraw the groundwater which is the subject of this decree, the State Engineer shall be bound by this decree and shall issue said permits in accordance with provisions of C.R.S. § 37-90-137(10). Each well shall be equipped with a properly functioning totalizing flow meter.

D. Groundwater production shall be limited to the subject aquifers. Plain, unperforated casing must be installed and properly grouted to prevent withdrawal from or intermingling of water from zones other than those for which the well was designed.

E. Each well shall be permanently identified by its permit number, this Water Court case number, and the name of the producing aquifer on the above-ground portion of the well casing or on the pump house.

F. In the event that the allowed average annual amounts decreed herein are adjusted pursuant to the retained jurisdiction of the Court, Applicants

shall obtain permits to reflect such adjusted average annual amounts. Subsequent permits for any wells herein shall likewise reflect any such adjustment of the average annual amounts decreed herein.

36. Retained jurisdiction provisions regarding quantity of water appropriated.

A. At such time as adequate data is available, any person, including the State Engineer, may invoke the Court's retained jurisdiction to make a Final Determination of Water Right as to the quantities of water available for appropriation and allowed average annual withdrawals from any of the Denver Basin aquifers quantified and adjudicated herein. Any person seeking to invoke the Court's retained jurisdiction for such purpose shall file a verified petition with the Court setting forth with particularity the factual basis for the Final Determination of Water Right, together with proposed decretal language. Within four months of notice that the retained jurisdiction for such purpose has been invoked, the State Engineer shall use the information available to him to make a final determination of water rights findings. The State Engineer shall submit such finding to the Water Court and the Applicants.

B. If no protest to such finding is made within 60 days, this Court shall incorporate by entry of an Amended Decree such Final Determination of Water Rights shall be incorporated into the decree by the Water Court. In the event of a protest, or in the event the State Engineer makes no determination within four

months, such final determination shall be made by the Water Court after notice and hearing.

37. Retained jurisdiction regarding injury/compliance with plan for augmentation. Pursuant to C.R.S. §37-92-304(6), C.R.S., the Court shall perpetual jurisdiction for the purposes of determining compliance with the terms of the augmentation plan decreed herein, and whether, even if the Applicants are complying with the plan for augmentation, the operation of such plan for augmentation is causing injury to the vested water rights of others. Any person seeking to invoke the retained jurisdiction of the Court pursuant to this paragraph shall file a verified petition with the Court. The petition to invoke retained jurisdiction or to modify the decree shall set forth with particularity the factual basis upon which the requested reconsideration is premised, together with proposed decretal language to effect the petition. The person lodging the petition shall have the burden of going forward to establish *prima facie* facts alleged in the petition. If the Court finds those facts to be established, Applicants shall thereupon have the burden of proof to show: (1) if non-compliance is alleged, that Applicants are complying with the provisions of the plan for augmentation; (2) that if injury is alleged even if the Applicants are complying with the plan for augmentation, (a) that no such injury is occurring, or (b) that any modification sought by Applicants will prevent injury to other appropriators, or (c) that any modification sought by the person filing the petition is not required to prevent

injury to other appropriators, or (d) that any term or condition proposed by Applicants in response to the petition will prevent injury to other appropriators.

38. Retained jurisdiction regarding substitution of replacement source for post-pumping depletions. The Court shall retain jurisdiction in perpetuity over the issue whether Applicants may substitute a different source of water in place of the reserved Arapahoe and Laramie-Fox Hills aquifer water rights for replacement of post-pumping depletions.

Dated: October 30, 2017.

BY THE COURT:

LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

DISTRICT COURT
WATER DIVISION NO. 2
STATE OF COLORADO

Certified to be a full, true and correct copy of original on file.

Dated: Nov 29, 2017

MARDELL R. DiDomenico, CLERK

By: _____ Deputy Clerk

DATE FILED: October 27, 2017 10:02 AM

EXHIBIT A

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 4:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.67 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4);
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 2013.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 625.67 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER(SE1/4);
THENCE N89°23'17"E ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 2587.96 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE S00°37'20"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 638.65 FEET;
THENCE S89°40'31"W, A DISTANCE OF 2590.14 FEET TO THE POINT OF BEGINNING;

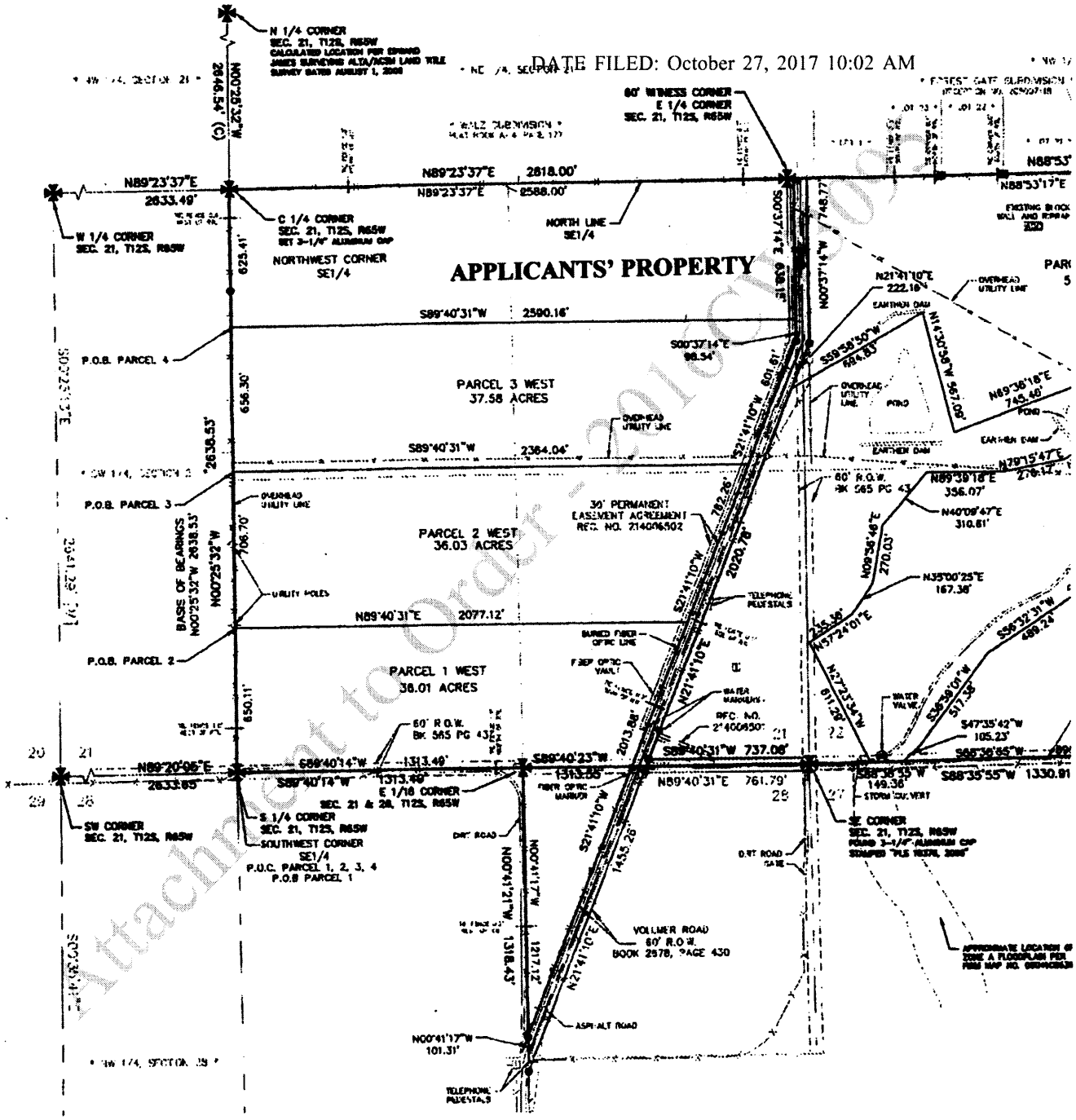
SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 37.55 ACRES OF LAND, MORE OR LESS.

Attachment to Order 2016-W3095

ALTA/NSPS LAI

A PORTION OF SECTION 21, 22, 27 AND 2
THE SIXTH PRINCIPAL MERIDI

DATE FILED: October 27, 2017 10:02 AM



Attachment to Order - 2016CV30

FIGURE 1

QUITCLAIM DEED

THIS DEED, made this 22 day of June, 2017, between *MARVIN ORNES and TERRI WAHLBERG* as joint tenants, ("Grantor") and the *ARROYA INVESTMENTS, LLC, a Colorado limited liability company*, whose address is 1283 Kelly Johnson Blvd., Colorado Springs, CO 80920 ("Grantee"), County of El Paso, State of Colorado:

WITNESS, that the Grantor, for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, QUITCLAIMED, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its heirs, successors and assigns forever, all the right, title, interest, claim and demand which the Grantor may have in and to the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as the following water rights:

All water, water rights, and rights to extract ground water as specifically described and decreed by the Water Court for Water Division No. 2 in Case No. 17CW3002 underlying those parcels as described on the attached Exhibit A, specifically including the following quantified Denver Basin groundwater rights:

Arroya Parcel (225.97 acres):

Aquifer	Sand Thickness (Feet)	Total Ground Water Storage (Acre Feet)	Annual Average Withdrawal – 100 Years (Acre Feet)
Dawson (NNT)	270	12,202	122
Denver (NNT)	310	11,909	119.1
Arapahoe (NT)	255	9,796	98
Laramie-Fox Hills (NT)	190	6,440	64.4

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its heirs and assigns forever. The Grantor, for itself, its heirs, personal representatives, successors and assigns does hereby quitclaim all interests, if any, in said premises to Grantee, its heirs, personal representatives and assigns.

217100446 8/22/2017 8:28 AM
PGS 5 $33.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

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

By: _____
Marvin Ornes &
Terri Wahlberg as joint tenants.

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

The foregoing instrument was acknowledged before me this 22 day of June, 2017, by Marvin Ornes & Terri Wahlberg as joint tenants.

My commission expires: 12/19/2019

Witness my hand and official seal.

(Seal)

FAY M. WHITFIELD
Notary Public, State of Colorado
My Comm. Expires: 12/19/2019
Notary ID: 19954019931

_____
Notary Public

Exhibit A

LEGAL DESCRIPTION – ARROYA PARCEL

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27;
THENCE S88°38'56"W ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1047.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S88°38'56"W CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 283.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N00°37'14"W SAID LINE ALSO BEING THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22, A DISTANCE OF 30.00 FEET;
2. S89°40'23"W, A DISTANCE OF 736.82 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF SAID COUNTY RECORDS;

THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1798.07 FEET;
THENCE N59°58'50"E, A DISTANCE OF 694.83 FEET;
THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET;
THENCE N69°36'18"E, A DISTANCE OF 603.87 FEET;
THENCE S30°23'46"E, A DISTANCE OF 264.58 FEET;
THENCE S61°52'38"W, A DISTANCE OF 227.40 FEET;

THENCE S79°15'47"W, A DISTANCE OF 276.17 FEET;
THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET;
THENCE S40°09'47"W, A DISTANCE OF 310.61 FEET;
THENCE S09°56'46"W, A DISTANCE OF 270.03 FEET;
THENCE S35°00'25"W, A DISTANCE OF 167.38 FEET;
THENCE S57°24'01"W, A DISTANCE OF 235.36 FEET;
THENCE S27°23'34"E, A DISTANCE OF 611.29 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 35.08 ACRES OF LAND, MORE OR LESS.

Along With:

A PARCEL OF LAND BEING THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 27, THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 27, A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 28 AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4) OF SECTION 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S00°54'30"E ALONG THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF SAID SECTION 27, A DISTANCE OF 3925.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER NW1/4 SW1/4) OF SAID SECTION 27;
THENCE S87°35'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1332.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);
THENCE N00°53'18"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1316.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);

THENCE S89°08'28"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4) OF SECTION 28, A DISTANCE OF 1326.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4);
THENCE N00°30'49"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), A DISTANCE OF 1270.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1450.84 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

3. N89°40'23"E, A DISTANCE OF 761.52 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4);
4. N00°52'58"W ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27;

THENCE N88°38'56"E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1330.91 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 190.89 ACRES OF LAND, MORE OR LESS.

LAND SURVEY PLAT

SURVEYOR'S NAME: CORY LEE SHARP

SECTON/TOWNSHIP/RANGE: SECTION 21 T12S R65W

QUARTER SECTION: SE4

SECTION/TOWNSHIP/RANGE: SECTION 22 T12S R65W

QUARTER SECTION: SW4

SUBDIVISION/LEGAL DESCRIPTION: _____

_____

ASSIGNED PAGE #'S: _____

C&R/014 REVISED 12/04

Chuck Broerman
03/13/2017 02:19:26 PM
Doc $0.00 3
Rec $40.00 Pages
El Paso County, CO
217900045

SECTION 27 T12S R65W

SECTION 28 T12S R65W

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF SECTION 21, 22, 27 AND 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

217900045
03/13/17

LEGAL DESCRIPTION TRAILS AT TIMBERLINE EAST PARCEL 1:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST AND IS ASSUMED TO BEAR N00°18'04"E, A DISTANCE OF 2640.26 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22; THENCE S88°38'37"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4), A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE S88°38'37"W ALONG SAID SOUTH LINE, A DISTANCE OF 1300.52 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4);
THENCE S88°38'56"W ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SW1/4 SW1/4), A DISTANCE OF 898.51 FEET;
THENCE N47°35'42"E, A DISTANCE OF 105.23 FEET;
THENCE N36°59'01"E, A DISTANCE OF 517.38 FEET;
THENCE N56°32'31"E, A DISTANCE OF 489.24 FEET;
THENCE N38°17'19"E, A DISTANCE OF 182.67 FEET;
THENCE N89°41'56"E, A DISTANCE OF 1283.66 FEET;
THENCE S00°18'04"E, A DISTANCE OF 852.14 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 35.28 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION TRAILS AT TIMBERLINE EAST PARCEL 2:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°18'04"E, A DISTANCE OF 2640.26 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22; THENCE S88°38'37"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4), A DISTANCE OF 30.00 FEET;
THENCE N00°18'04"W, A DISTANCE OF 852.14 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE S89°41'56"W, A DISTANCE OF 1283.66 FEET;
THENCE S38°17'19"W, A DISTANCE OF 182.67 FEET;
THENCE S56°32'31"W, A DISTANCE OF 489.24 FEET;
THENCE S36°59'01"W, A DISTANCE OF 517.38 FEET;
THENCE S47°35'42"W, A DISTANCE OF 105.23 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SW1/4 SW1/4) OF SAID SECTION 22;
THENCE S88°38'56"W ALONG SAID SOUTH LINE, A DISTANCE OF 149.37 FEET;
THENCE N27°23'34"W, A DISTANCE OF 611.28 FEET;
THENCE N57°24'01"E, A DISTANCE OF 235.36 FEET;
THENCE N35°00'25"E, A DISTANCE OF 167.38 FEET;
THENCE N09°56'46"E, A DISTANCE OF 270.03 FEET;
THENCE N40°09'47"E, A DISTANCE OF 310.61 FEET;
THENCE N89°39'18"E, A DISTANCE OF 356.07 FEET;
THENCE N79°15'47"E, A DISTANCE OF 276.17 FEET;
THENCE N61°52'38"E, A DISTANCE OF 227.40 FEET;
THENCE N30°23'46"W, A DISTANCE OF 264.58 FEET;
THENCE N69°36'18"E, A DISTANCE OF 141.59 FEET;
THENCE N01°18'16"E, A DISTANCE OF 150.40 FEET;
THENCE N89°41'56"E, A DISTANCE OF 1247.78 FEET;
THENCE S00°18'04"E, A DISTANCE OF 997.65 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 53.15 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION TRAILS AT TIMBERLINE EAST PARCEL 3:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

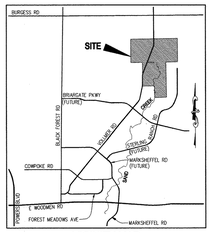
BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°18'04"W, A DISTANCE OF 2640.26 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22 SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE S88°38'37"W ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW1/4), A DISTANCE OF 30.00 FEET;
THENCE N00°18'04"W, A DISTANCE OF 1849.79 FEET;
THENCE S89°41'56"W, A DISTANCE OF 1247.78 FEET;
THENCE S01°18'16"W, A DISTANCE OF 150.40 FEET;
THENCE S69°36'18"W, A DISTANCE OF 745.46 FEET;
THENCE N14°30'58"W, A DISTANCE OF 567.09 FEET;
THENCE S59°58'50"W, A DISTANCE OF 695.25 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. N21°41'10"E, A DISTANCE OF 222.98 FEET;
2. N00°37'20"W, A DISTANCE OF 748.72 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER;

THENCE N88°53'56"E ALONG SAID NORTH LINE, A DISTANCE OF 2646.11 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER;
THENCE S00°18'04"E ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 2640.26 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 53.26 ACRES OF LAND, MORE OR LESS.



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 1:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.67 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4) SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 650.00 FEET;
THENCE N89°40'31"E, A DISTANCE OF 2076.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE S21°41'10"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2018.07 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4 NE1/4) OF SAID SECTION 28;
THENCE N00°35'59"W ALONG SAID EAST LINE, A DISTANCE OF 1220.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4) OF SAID SECTION 21;
THENCE S89°40'31"W ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4), A DISTANCE OF 1313.52 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 36.01 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 2:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.67 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4);
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 706.70 FEET;
THENCE N89°40'31"E, A DISTANCE OF 2363.80 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE S21°41'10"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 762.26 FEET;
THENCE S89°40'31"W, A DISTANCE OF 2076.87 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 36.03 ACRES OF LAND , MORE OR LESS.

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 3:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.67 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4);
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 1356.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 656.30 FEET;
THENCE N89°40'31"E, A DISTANCE OF 2590.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1. S00°37'20"E, A DISTANCE OF 97.99 FEET;
2. S21°41'10"W, A DISTANCE OF 601.21 FEET;

THENCE S89°40'31"W, A DISTANCE OF 2363.80 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 37.58 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 4:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.67 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4);
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 2013.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 625.67 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER(SE1/4);
THENCE N89°23'17"E ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 2587.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE S00°37'20"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 638.65 FEET;
THENCE S89°40'31"W, A DISTANCE OF 2590.14 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 37.55 ACRES OF LAND, MORE OR LESS.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
38266
MARK D. ZELLER
PROFESSIONAL LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY
JOB NO. 09-016
DATE PREPARED: DECEMBER 8, 2016
DATE REVISED: MARCH 6, 2017

M&S CIVIL CONSULTANTS, INC.
20 BOULDER CREEK PKWY, SUITE 110
COLORADO SPRINGS, CO 80921
PHONE: 719.955.5485

Plotted: 3/13/2017 8:49 AM By: A.Wilson\Users\A Wilson\Desktop\Survey\ALTA\ALTA.dwg Pentaware

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF SECTION 21, 22, 27 AND 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

217900045
03/13/17

SCHEDULE B-2 EXCEPTIONS WEST PARCELS

1. – 6. M&S CIVIL CONSULTANTS DID NOT ADDRESS THESE ITEMS.

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 – **AFFECTS SUBJECT WEST PARCELS 1 THRU 4.**

TC#8 8. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON EACH SIDE OF EACH SECTION LINE, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED MAY 6, 1924 IN BOOK 565 AT PAGE 430. **AFFECTS SUBJECT WEST PARCEL 1 AND IS SHOWN HEREON.**

9. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 21, 1975, IN BOOK 2772 AT PAGE 121 AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE 799. NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. 201185017 AND MAY 20, 2011 UNDER RECEPTION NO. 211049996. **AFFECTS SUBJECT WEST PARCELS 1 THRU 4.**

10. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE 908. **DOES NOT CONTAIN A SPECIFIC LOCATION AND AFFECTS SUBJECT WEST PARCELS 1 THRU 4.**

11. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812. **AFFECTS SUBJECT WEST PARCELS 1 THRU 4.**

12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 30, 1985 IN BOOK 5054 AT PAGE 1178. **DOES NOT AFFECT SUBJECT WEST PARCELS 1 THRU 4.**

13. THE EFFECT OF RESOLUTION NO. 89-140, LAND TRANSFER – 9, RECORDED OCTOBER 27, 1994, IN BOOK 6551 AT PAGE 588. **DOES NOT AFFECT SUBJECT WEST PARCELS 1 THRU 4**

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED DECEMBER 10, 2007 UNDER RECEPTION NO. 207156760. **DOES NOT CONTAIN A SPECIFIC LOCATION AND AFFECTS SUBJECT WEST PARCELS 1 THRU 4.**

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 214006501. **DOES NOT AFFECT SUBJECT WEST PARCELS 1 THRU 4.**

TC#16 16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 214006502. **AFFECTS SUBJECT WEST PARCELS 1 THRU 4 AND IS SHOWN HEREON.**

TC#17 17. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT ISSUED TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST IN EL PASO COUNTY, COLORADO RECORDED JULY 31, 2014 UNDER RECEPTION NO. 214068509. **AFFECTS SUBJECT WEST PARCELS 1 THRU 4 AND IS SHOWN HEREON.**

18. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY. **AFFECTS SUBJECT WEST PARCELS 1 THRU 4.**

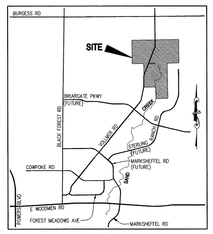
19. EXISTING LEASES AND/OR TENANCIES. **AFFECTS SUBJECT WEST PARCELS 1 THRU 4.**

AREAS OF CONCERN:

AOC #1 AREA OF CONCERN #1 EXISTING UTILITY LIES INSIDE THE SUBJECT PROPERTY WITHOUT BENEFIT OF AN EASEMENT CREATING AN AREA OF CONCERN.

AOC #2 AREA OF CONCERN #2 EXISTING FENCE LINES LIE INSIDE AND OUTSIDE THE SUBJECT PROPERTY WITHOUT BENEFIT OF AN EASEMENT CREATING AN AREA OF CONCERN.

AOC #3 AREA OF CONCERN #3 EXISTING BLOCK WALL AND RIP RAP LIE INSIDE THE SUBJECT PARCEL 3 EAST PROPERTY WITHOUT BENEFIT OF AN EASEMENT CREATING AN AREA OF CONCERN.



VICINITY MAP
N.T.S.

SCHEDULE B-2 EXCEPTIONS EAST PARCELS

1. – 6. M&S CIVIL CONSULTANTS DID NOT ADDRESS THESE ITEMS.

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 – **AFFECTS SUBJECT EAST PARCELS 1 THRU 3.**

TC#8 8. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF SECTION 22 AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 29, 1922 IN BOOK 565 AT PAGE 346. **AFFECTS SUBJECT EAST PARCELS.**

9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PLATEAU NATURAL GAS COMPANY RIGHT-OF-WAY AGREEMENT RECORDED JANUARY 22, 1962 IN BOOK 1886 AT PAGE 135. CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO NORTHERN NATURAL GAS COMPANY, A DELAWARE CORPORATION RECORDED MARCH 24, 1970 IN BOOK 2336 AT PAGE 636. ASSIGNMENT OF EASEMENTS TO AQUILA COLORADO GAS OPCO, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED JULY 24, 2008 UNDER RECEPTION NO. 208083871. **AFFECTS SUBJECT EAST PARCELS 1 THRU 3.**

10. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 21, 1975, IN BOOK 2772 AT PAGE 121 AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE 799. NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. 201185017 AND MAY 20, 2011 UNDER RECEPTION NO. 211049996. **AFFECTS SUBJECT EAST PARCELS 1 THRU 3.**

11. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE 903. **DOES NOT CONTAIN A SPECIFIC LOCATION AND AFFECTS SUBJECT EAST PARCELS 1 THRU 3.**

12. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812. **AFFECTS SUBJECT EAST PARCELS 1 THRU 3.**

TC#13 13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 30, 1985 IN BOOK 5054 AT PAGE 1178. **AFFECTS SUBJECT EAST PARCELS 1 AND 2 AND IS SHOWN HEREON.**

TC#14 14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 214006503. **AFFECTS SUBJECT EAST PARCELS 1 AND 2 AND IS SHOWN HEREON.**

TC#15 15. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT ISSUED TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST IN EL PASO COUNTY, COLORADO RECORDED JULY 31, 2014 UNDER RECEPTION NO. 214068509. **AFFECTS SUBJECT EAST PARCELS 1 AND 2 AND IS SHOWN HEREON.**

16. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY. **AFFECTS SUBJECT EAST PARCELS.**

17. NOTWITHSTANDING THE INSURING CLAUSES OF THE POLICY, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF A LACK OF RIGHT OF ACCESS TO AND FROM THE LAND.

18. M&S CIVIL CONSULTANTS DID NOT ADDRESS THIS ITEM.

LAND SURVEY DEPOSIT CERTIFICATE

DEPOSITED THIS 13 DAY OF March 2017 A.D., AT 2:19 O'CLOCK P.M. IN BOOK OF THE COUNTY SURVEYORS LAND SURVEY PLATS/RIGHT OF WAY SURVEYS AT RECEPTION NO. 217900045 PAGE ~~52315~~ ~~52316~~, ~~52370~~, ~~52380~~ 52315, 52316, 52317, 52318

BY: Yvonne M. Vasquez
DEPUTY

SURVEYOR'S NOTES:

1. THE IMPROVEMENTS SHOWN HEREON WERE EITHER FIELD LOCATED OR FIELD VERIFIED ON NOVEMBER 12, AND DECEMBER 6, 2016, BY M&S CIVIL CONSULTANTS, INC.

2. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE SOUTH END BY A 3-1/4" ALUMINUM CAP STAMPED "30' W.C. LS 13830", AND BEING MONUMENTED AT THE NORTH END BY A 2-1/4" ALUMINUM CAP STAMPED "MARIOTTI PLS 22573" AND IS ASSUMED TO BEAR N00°18'04"W.

3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, M&S CIVIL CONSULTANTS, INC. RELIED UPON TITLE COMMITMENT ORDER NO. SC550508840.1, WEST PARCELS 1 AND 2, ORDER NO. SC550508840.2, WEST PARCEL 3 AND ORDER NO. SC5505088040.3, WEST PARCEL 4, EFFECTIVE DATE OCTOBER 24, 2016 AT 5:00 P.M., AS PREPARED BY LAND TITLE GUARANTEE COMPANY.

4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, M&S CIVIL CONSULTANTS, INC. RELIED UPON TITLE COMMITMENT ORDER NO. SC5506056O-2, EAST PARCEL 1, EFFECTIVE DATE NOVEMBER 11, 2016 AT 5:00 P.M., ORDER NO. SC5505088040.4, EAST PARCEL 2 AND ORDER NO. SC5505088040.5-2, EAST PARCEL 3, EFFECTIVE DATE OCTOBER 24, 2016 AT 5:00 P.M., AS PREPARED BY LAND TITLE GUARANTEE COMPANY.

5. ANY UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. M&S CIVIL CONSULTANTS, INC. DOES NOT GUARANTEE SAID UNDERGROUND UTILITIES TO BE SHOWN IN THEIR EXACT LOCATION AND THAT SAID UNDERGROUND UTILITIES ARE SHOWN IN THEIR ENTIRETY. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

6. THE LINEAL UNITS USED IN THIS DRAWING ARE U.S. SURVEY FEET.

7. THE WEST PARCELS AND A PORTION OF THE EAST PARCELS ARE LOCATED WITHIN ZONE X, AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, A PORTION OF THE EAST PARCELS ARE LOCATED WITHIN ZONE A, SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR EL PASO COUNTY, COLORADO, COMMUNITY PANEL NUMBER 08041C0535 F, EFFECTIVE DATE: MARCH 17, 1997.

8. THE WEST CALCULATION OF THE NORTH QUARTER CORNER OF SECTION 21 AND THE CALCULATION OF THE CENTER QUARTER CORNER OF SECTION 21 WAS ESTABLISHED FROM A ALTA/ASCM LAND TITLE SURVEY PERFORMED BY EDWARD JAMES SURVEYING DATED AUGUST 1, 2006 THAT WAS PROVIDED BY THE CLIENT. THE NORTH QUARTER CORNER HAS BEEN DESTROYED BY ROAD CONSTRUCTION AND THE CENTER QUARTER CORNER HAS BEEN MONUMENTED IN A DIFFERENT LOCATION THAT DID NOT FIT WITH THE OTHER RECOVERED MONUMENTS AND IS SHOWN ON PAGE 3 OF 3 OF THIS SURVEY.

9. PARCEL 2 EAST THE EXISTING STRUCTURES AND IMPROVEMENTS ARE ONLY SHOWN IN GENERAL LOCATION. THE GENERAL LOCATION WAS AT THE REQUEST OF THE CLIENT AND NO ADDITIONAL INFORMATION WAS NEEDED ON THIS SURVEY.

10. ALL BEARINGS AND DISTANCES BETWEEN EXISTING MONUMENTS AND/OR CALCULATED LOCATIONS REFLECT ACTUAL DIMENSIONS AS MEASURED. IF THE ACTUAL DIMENSION DIFFERS FROM THE RECORD DIMENSION, THE RECORD DIMENSION IS DENOTED WITH A "R=".

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS:

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

NOTICE:

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

SURVEYOR'S CERTIFICATION:

TO: LAND TITLE GUARANTEE COMPANY, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ROBERT SCOTT GENERAL CONTRACTORS, INC., MICHAEL C. TURNER, EDWARD M. COOKE AND HOLLY A. PILBROW, KAY JUANITA MCGINNIS AND JOAN CHARLEEN CORNELL AND RITA ANN O'DELL, JACOB DECOTO, MARVIN E. DRNEK AND TERRI J. WAHLBERG, ROBERT L. MONROE AND CYNTHIA D. MONROE AND ARROYA INVESTMENTS, LLC.,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS1, 2, 3, 4 AND 11 OF TABLE A THEREOF.

THE UNDERSIGNED FURTHER CERTIFIES THAT THE PLAT WAS SURVEYED AND DRAWN TO THE NORMAL STANDARD OF PRACTICE OF SURVEYORS IN THE STATE OF COLORADO UNDER HIS DIRECT RESPONSIBILITY AND SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

THE FIELD WORK WAS COMPLETED ON: DECEMBER 6, 2016
DATE OF PLAT OR MAP: DECEMBER 8, 2016, REVISED MARCH 8, 2017



CORY L. SHARP
PROFESSIONAL LAND SURVEYOR
STATE OF COLORADO, P.L.S. NO. 32820
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY
JOB NO. 09-016
DATE PREPARED: DECEMBER 8, 2016
DATE REVISED: MARCH 6, 2017

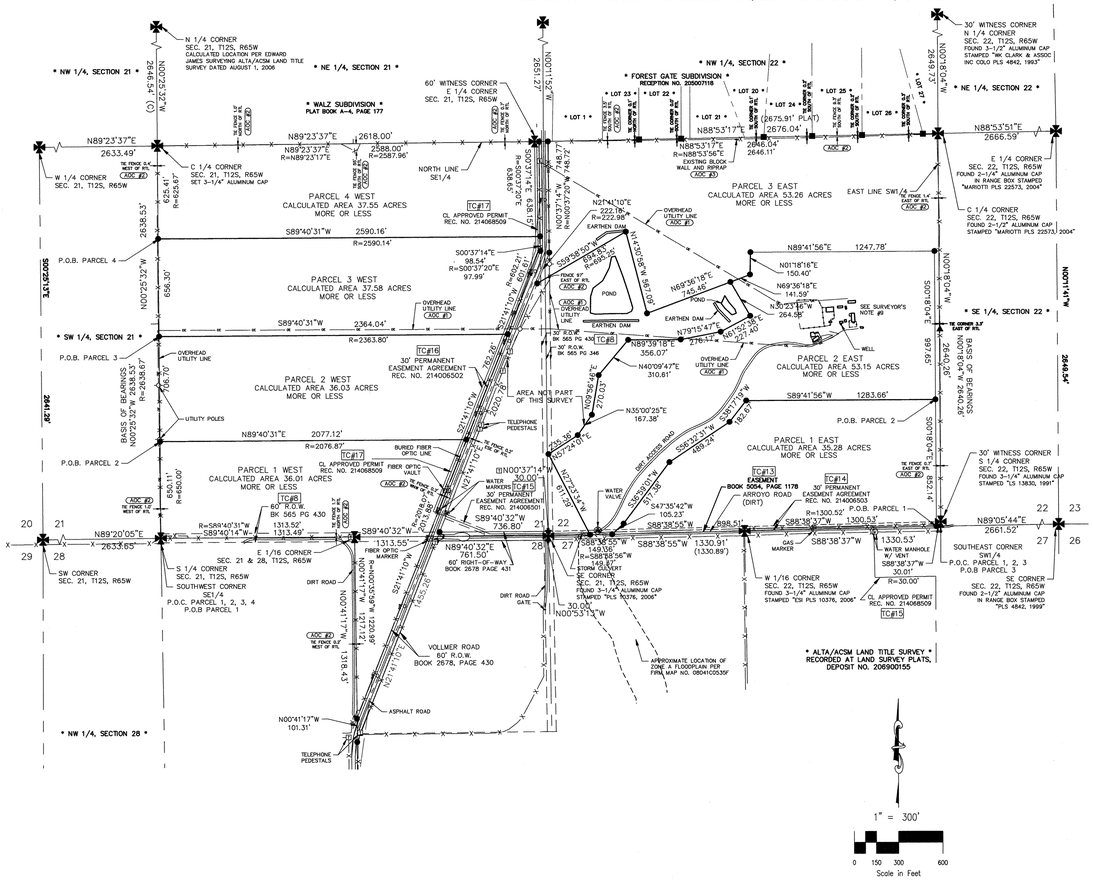
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

file: G:\09016\01\Survey at Templeton Gap\Survey\ALTA\ALTA00.dwg Plotstamp: 3/13/2017 8:59 AM

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF SECTION 21, 22, 27 AND 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

217900045
03/13/17


N 1/4 CORNER SEC. 21, T12S, R65W CALCULATED LOCATION PER EDWARD JAMES SURVEYING ALTA/ACSM LAND TITLE SURVEY DATED AUGUST 1, 2006
* NW 1/4, SECTION 21 *
* NE 1/4, SECTION 21 *
* WALZ SUBDIVISION * PLAT BOOK A--4, PAGE 177
* FOREST GATE SUBDIVISION * RECEPTION NO. 205007118
* NW 1/4, SECTION 22 *
* NE 1/4, SECTION 22 *
* SW 1/4, SECTION 21 *
* SE 1/4, SECTION 22 *
* NW 1/4, SECTION 28 *
30' WITNESS CORNER N 1/4 CORNER SEC. 22, T12S, R65W FOUND 3-1/2" ALUMINUM CAP STAMPED "RK CLARK & ASSOC INC COLO PLS 4842, 1993"
E 1/4 CORNER SEC. 22, T12S, R65W FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "MARIOTTI PLS 22573, 2004"
C 1/4 CORNER SEC. 22, T12S, R65W FOUND 2-1/2" ALUMINUM CAP STAMPED "MARIOTTI PLS 22573, 2004"
W 1/4 CORNER SEC. 21, T12S, R65W
C 1/4 CORNER SEC. 21, T12S, R65W SET 3-1/4" ALUMINUM CAP
60' WITNESS CORNER E 1/4 CORNER SEC. 21, T12S, R65W
PARCEL 4 WEST CALCULATED AREA 37.55 ACRES MORE OR LESS
PARCEL 3 WEST CALCULATED AREA 37.58 ACRES MORE OR LESS
PARCEL 2 WEST CALCULATED AREA 36.03 ACRES MORE OR LESS
PARCEL 1 WEST CALCULATED AREA 36.01 ACRES MORE OR LESS
PARCEL 3 EAST CALCULATED AREA 53.26 ACRES MORE OR LESS
PARCEL 2 EAST CALCULATED AREA 53.15 ACRES MORE OR LESS
PARCEL 1 EAST CALCULATED AREA 35.28 ACRES MORE OR LESS
P.O.B. PARCEL 1
P.O.B. PARCEL 2
P.O.B. PARCEL 3
P.O.B. PARCEL 4
S 1/4 CORNER SEC. 21, T12S, R65W SOUTHWEST CORNER SE1/4 P.O.C. PARCEL 1, 2, 3, 4 P.O.B PARCEL 1
E 1/16 CORNER SEC. 21 & 28, T12S, R65W
SW CORNER SEC. 21, T12S, R65W
SE CORNER SEC. 21, T12S, R65W FOUND 3-1/4" ALUMINUM CAP STAMPED "PLS 10376, 2006"
W 1/16 CORNER SEC. 22, T12S, R65W FOUND 3-1/4" ALUMINUM CAP STAMPED "ESI PLS 10376, 2006"
SOUTHEAST CORNER SW1/4 P.O.C. PARCEL 1, 2, 3 P.O.B PARCEL 3
SE CORNER SEC. 22, T12S, R65W FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "PLS 4842, 1999"
30' WITNESS CORNER S 1/4 CORNER SEC. 22, T12S, R65W FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 13830, 1997"
TC#1 EASEMENT BOOK 5004, PAGE 1178
TC#2 30' PERMANENT EASEMENT AGREEMENT REC. NO. 214006503
TC#3 30' PERMANENT EASEMENT AGREEMENT REC. NO. 214006501
TC#4 CL APPROVED PERMIT REC. NO. 214068509
TC#5 CL APPROVED PERMIT REC. NO. 214068509
TC#6 60' R.O.W. BK 565 PG 430
TC#7 CL APPROVED PERMIT REC. NO. 214068509
TC#8 30' R.O.W. BK 565 PG 346
TC#9 CL APPROVED PERMIT REC. NO. 214068509
TC#10 30' PERMANENT EASEMENT AGREEMENT REC. NO. 214006502
TC#11 CL APPROVED PERMIT REC. NO. 214068509
TC#12 CL APPROVED PERMIT REC. NO. 214068509
TC#13 CL APPROVED PERMIT REC. NO. 214068509
TC#14 CL APPROVED PERMIT REC. NO. 214068509
TC#15 CL APPROVED PERMIT REC. NO. 214068509
TC#16 30' PERMANENT EASEMENT AGREEMENT REC. NO. 214006502
TC#17 CL APPROVED PERMIT REC. NO. 214068509
TC#18 CL APPROVED PERMIT REC. NO. 214068509
TC#19 CL APPROVED PERMIT REC. NO. 214068509
* LOT 1 * * LOT 22 * * LOT 23 * * LOT 20 * * LOT 21 * * LOT 24 * * LOT 25 * * LOT 26 * * LOT 27 *
EXISTING BLOCK WALL AND RIPRAP
OVERHEAD UTILITY LINE
EARTHEN DAM
POND
WELL
SEE SURVEYOR'S NOTE #9
UTILITY POLES
TELEPHONE PEDESTALS
BURIED FIBER OPTIC LINE
FIBER OPTIC VAULT
WATER VALVE
WATER MANHOLE W/ VENT
STORM SEWER
FIBER OPTIC MARKER
DIRT ROAD
DIRT ROAD GATE
ARROYO ROAD (DIRT)
GAS MARKER
VOLLMER ROAD 60' R.O.W. BOOK 2678, PAGE 430
ASPHALT ROAD
DRY ARROYO ROAD
APPROXIMATE LOCATION OF ZONE A FLOODPLAIN PER FIRM, MAP NO. 08041C0535F
* ALTA/ACSM LAND TITLE SURVEY * RECORDED AT LAND SURVEY PLATS, DEPOSIT NO. 206900155
BASIS OF BEARINGS N00°25'32"W 2638.53' R=2638.67'
BASIS OF BEARINGS N00°18'04"W 2640.26' R=2640.26'
N89°20'05"E 2633.65'
N89°05'44"E 2661.52'
N88°53'51"E 2666.59'
N89°23'37"E 2633.49'
N89°23'37"E 2618.00' R=N89°23'17"E R=2587.96' 2588.00'
N89°40'31"W 2590.16' R=2590.14'
N89°40'31"W 2364.04' R=2363.80'
N89°40'31"W 2077.12' R=2076.80'
N89°40'32"W 1313.55' 1313.49'
N89°40'32"W 736.80'
N89°40'32"W 761.50'
N89°41'56"E 1247.78'
N89°41'56"E 1283.66'
N88°53'17"E 2646.04' 2646.11' R=N88°53'56"E (2675.91' PLAT) 2676.04'
N88°38'55"W 1330.91' (1330.89')
N88°38'37"W 1330.53'
N88°38'37"W 1300.53'
N88°38'37"W 30.01' R=30.00'
N00°25'32"W 2638.53'
N00°18'04"W 2640.26'
N00°37'14"E 638.15' R=N00°37'20"W 748.72'
N00°37'14"E 748.71'
N00°37'14"E 98.54' R=S00°37'20"E 97.99'
N00°25'32"W 656.70'
N00°25'32"W 650.11' R=650.00'
N00°41'17"W 1320.09'
N00°41'17"W 1316.43'
N00°41'17"W 101.31'
N00°53'13"W
N00°18'04"W 2640.26'
N00°18'04"W 852.14'
N00°18'04"W 2640.26'
N00°18'04"W 897.65'
N00°18'04"W 2640.26'
S00°25'13"E
S00°25'13"E
N21°41'10"E 222.18' R=222.99'
N14°30'26"W 983.09'
N69°36'18"E 176.46'
N69°36'18"W 264.38'
N30°23'18"W 141.59'
N79°15'47"E 216.14'
N40°09'47"E 310.61'
N89°59'18"E 356.07'
N35°00'25"E 167.38'
N46°32'33"W 409.24'
N30°17'10"W 164.87'
N27°24'07"E 270.00'
N27°24'07"E 270.00'
N21°41'10"E 222.18'
N21°41'10"E 222.18'
N21°41'10"E 222.18'
S00°58'50"W 604.85' R=602.21'
S00°58'50"W 604.85'
S00°58'50"W 604.85'
S00°58'50"W 604.85

218005693 1/16/2018 12:27 PM
PGS 4 $28.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

PERMANENT DRAINAGE EASEMENT

Michael C. Turner, with an address of 9770 Arroya Lane, Colorado Springs, CO 80908 ("Grantor"), for good and valuable consideration, the receipt of which is acknowledged, hereby grants **Arroya Investments, LLC**, a Colorado limited liability company, with an address of 1271 Kelly Johnson Blvd, Colorado Springs, CO 80920 ("Grantee"), a permanent storm water drainage easement ("Easement") for the purpose of constructing, operating, maintaining, replacing, enlarging, reconstructing, improving, inspecting, repairing, and removing drainage facilities and related appurtenances as may from time to time be required on, over, across, under and through the real property legally described in the attached **Exhibit A** and graphically depicted in the diagram attached as **Exhibit B** (the "Easement Area").

As further consideration, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon the Easement Area, and it is further agreed that Grantor will not construct any obstructions that would prevent the proper maintenance and use of the Easement and drainage facilities and related appurtenances located in the Easement Area by Grantee.

Grantee agrees that all work performed by or on behalf of Grantee, its successors and assigns, in connection with the Easement shall be done with reasonable care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the drainage facilities and appurtenances installed. Any damage caused within the Easement Area arising out of the construction or reconstruction, maintenance and repair of drainage facilities and appurtenances in the exercise of the rights granted to Grantee under this Drainage Easement shall be restored reasonably similar to its original condition following completion of the work performed.

All provisions of this Drainage Easement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties.

Dated this 12 day of January, ~~2017~~ 2018

GRANTOR:

Michael C. Turner

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

The foregoing instrument was acknowledged before me this 12 day of January, ~~2017~~ 2018, by Michael C. Turner.

Witness my hand and official seal.

My commission expires:

Notary Public

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

GRANTEE:

Arroya Investments, LLC
a Colorado limited liability company

By: _____
Jacob Decoto, Manager

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

The foregoing instrument was acknowledged before me this 17 day of Jan 2018, ~~2017~~, by Jacob Decoto, Manager of Arroya Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

_____
Notary Public

Exhibits
A – Legal Description of the Easement Area
B - Diagram of Easement Area

EDWARD-JAMES SURVEYING, INC.

MAY 11, 2017
Job No. 1651.00

EXHIBIT "A"

PERMANENT DRAINAGE EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "ESI PLS 10376 2006" AND AT THE WEST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "ESI PLS 10376 2006" AND IS ASSUMED TO BEAR S88°38'56"W A DISTANCE OF 1330.91 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

THENCE S88°38'56"W ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,047.87 FEET;

THENCE N27°23'34"W, A DISTANCE OF 44.52 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE N27°23'34"W, A DISTANCE OF 176.40 FEET;

THENCE S40°08'20"E, A DISTANCE OF 203.33 FEET;

THENCE S88°38'56"W ON A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 49.93 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 3,957 SQ. FEET.

LEGAL DESCRIPTION STATEMENT

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

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR JONATHAN W TESSIN 5/11/2017 33196

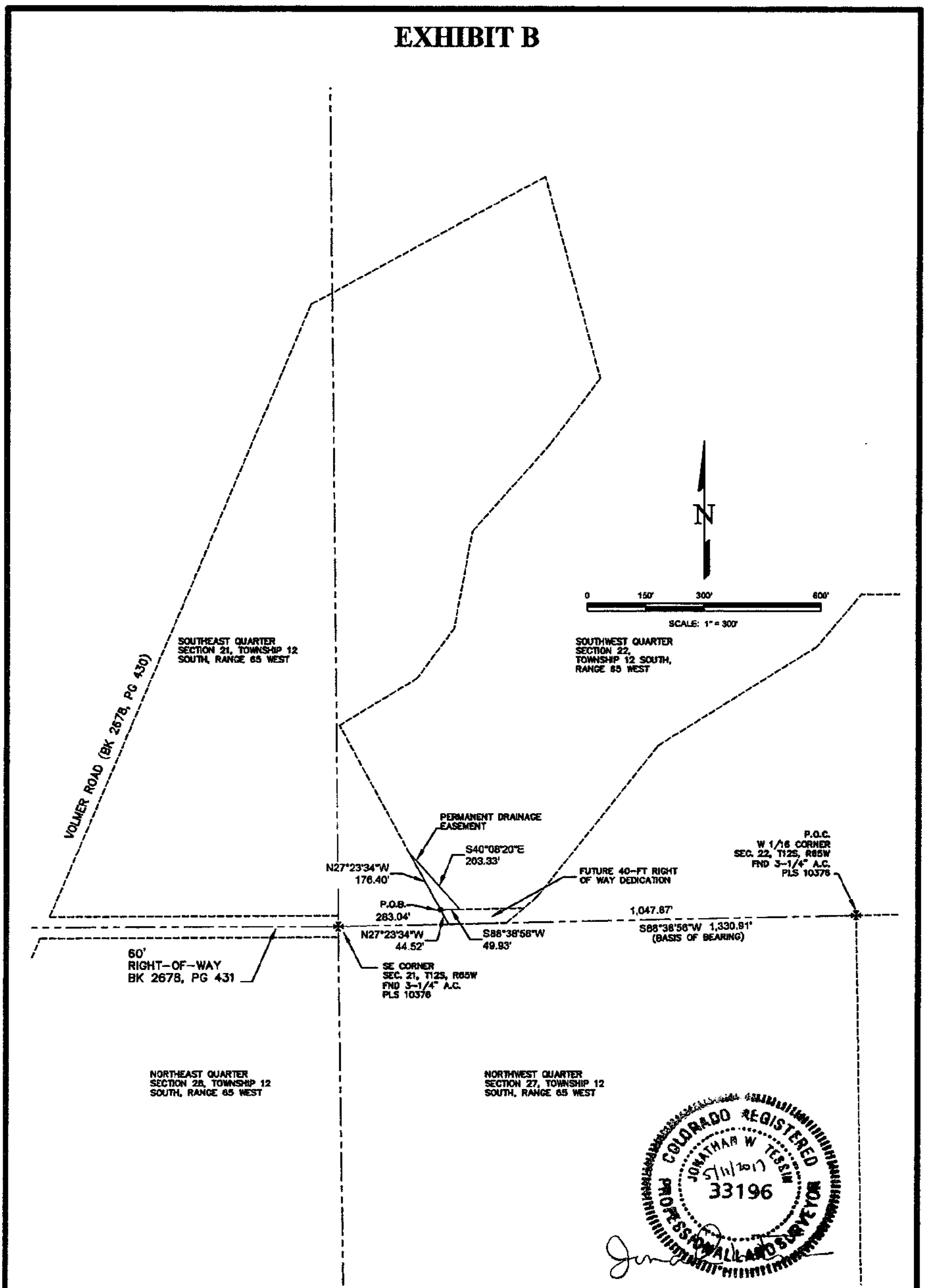
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

1005 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1206

4732 EAGLERIDGE CIRCLE
PUEBLO, CO. 81008
PHONE: (719) 545-6240 FAX: (719) 545-6247

http://ejsurveying.com

EXHIBIT B



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

EDWARD-JAMES SURVEYING, INC.
1005 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216
4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240

05-11-17

JOB NO. 1651-00
SHEET 2 OF 2

218005695 1/16/2018 12:27 PM
PGS 4 $28.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

TEMPORARY CONSTRUCTION EASEMENT

Michael C. Turner, Holly A. Pilbrow and Edward M. Cooke, with an address of 9770 Arroya Lane, Colorado Springs, CO 80908 (collectively, "Grantor"), for good and valuable consideration, the receipt of which is acknowledged, grants to **Arroya Investments, LLC**, a Colorado limited liability company, with an address of 1283 Kelly Johnson Blvd, Colorado Springs, CO 80920 ("Grantee"), a temporary construction easement ("Temporary Easement") on, over and across the real property legally described in the attached **Exhibit A** and graphically depicted in the diagram attached as **Exhibit B** (the "Temporary Easement Area") for the purpose of constructing drainage facilities and related appurtenances on real property adjacent to the Temporary Easement Area.

This Easement shall commence on the first day of construction and expire twelve (12) months after commencement of construction. Grantee shall notify Grantor no later than forty-eight (48) hours prior to the actual start of construction. Grantee shall have the right of reasonable ingress and egress in, to, through, over, under, and across Grantor's property described in **Exhibit A** for access to and from any roads or any other point to the area subject to the Easement. Upon completion of the drainage facilities and related appurtenances, Grantee will restore the Temporary Easement Area to a condition as similar to its condition prior to construction as reasonably possible and will repair any and all damage to Grantor's property that may arise from Grantee's construction activities.

Unless terminated by the parties by a recorded release or termination of easement instrument, this Temporary Construction Easement may be terminated and be of no further force or effect upon the recording of an affidavit executed by the owner of the Temporary Easement Area, affirming that the construction for which the temporary easement was granted was completed at least five years prior to the date of the affidavit. This provision is intended to allow the owner of the Temporary Easement Area to remove this document from title after construction is completed and where the Grantee is not available to execute a release or termination of easement instrument.

The provisions herein shall inure to the benefit of and bind the heirs, successors and assigns of Grantor and Grantee.

Dated this 12 day of JANUARY 2018.

GRANTOR:

Michael C. Turner

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 2018, by Michael C. Turner.

Witness my hand and official seal.
My commission expires:

Notary Public

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

GRANTOR:

Holly A. Pilbrow

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 2018, by Holly A. Pilbrow.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

GRANTOR:

Edward M. Cooke

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 2018, by Edward M. Cooke.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

GRANTEE:

Arroya Investments, LLC
a Colorado limited liability company

By: _____
Manager

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 2018, by Paul Howard, Manager of Arroya Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

EDWARD-JAMES SURVEYING, INC.

January 10, 2018
Job No. 1651.00

EXHIBIT "A"

CONSTRUCTION EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE WEST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED ACCORDINGLY, PLS 10376 AND AT THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED ACCORDINGLY, PLS10376 AND IS ASSUMED TO BEAR N88°38'56"W A DISTANCE OF 1330.91 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

THENCE N88°38'56"E ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 283.04 FEET;

THENCE N27°23'34"W, A DISTANCE OF 220.93 FEET TO THE **POINT OF BEGINNING;**

THENCE S45°13'15"W, A DISTANCE OF 130.14 FEET;

THENCE N45°31'06"W, A DISTANCE OF 79.30 FEET;

THENCE N45°13'15"E, A DISTANCE OF 155.99 FEET;

THENCE S27°23'34"E, A DISTANCE OF 83.09 FEET TO THE **POINT OF BEGINNING;**

CONTAINING A CALCULATED AREA OF 11,344 SQ. FEET, OR 0.26 ACRES.

LEGAL DESCRIPTION STATEMENT

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

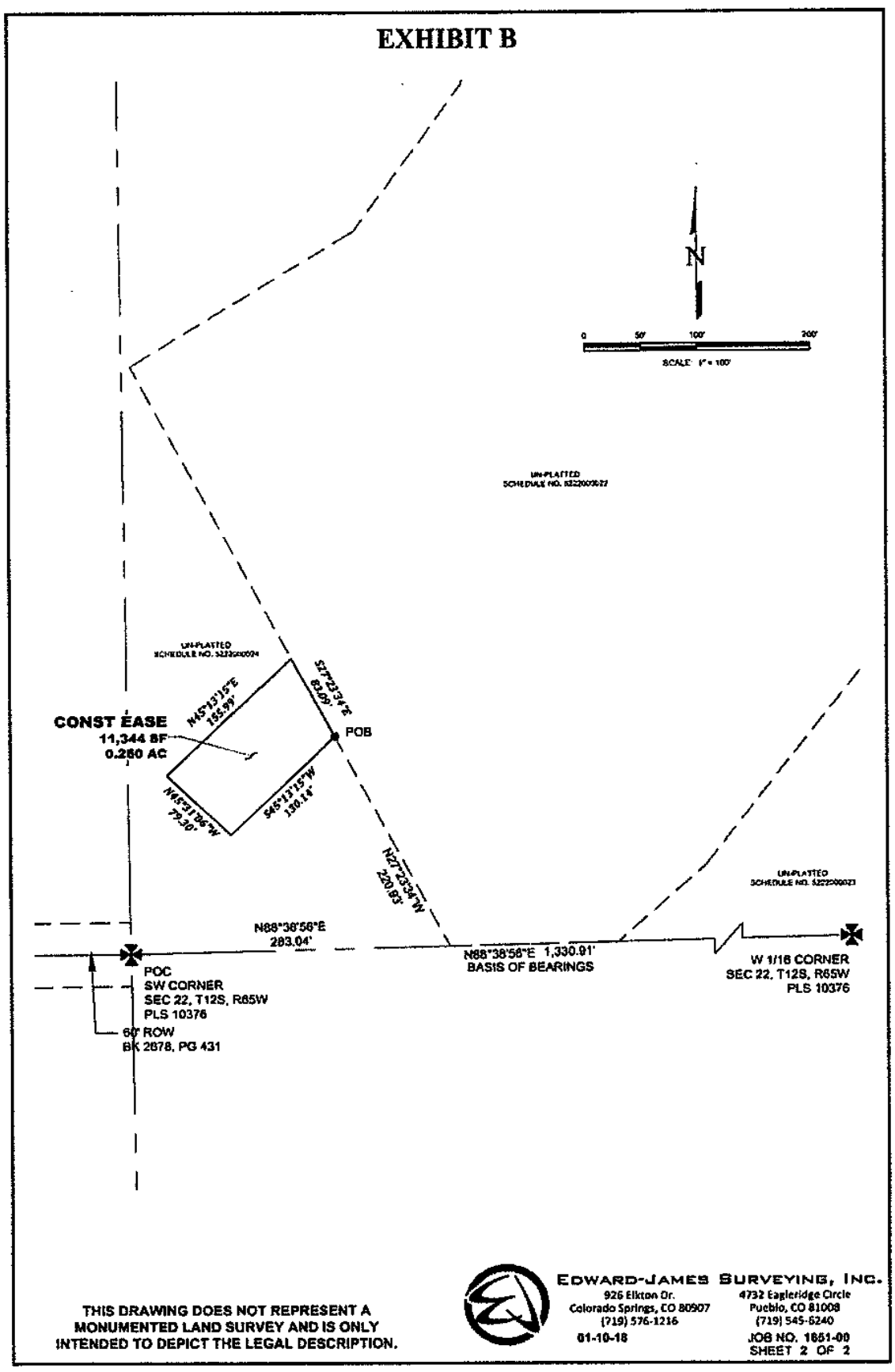
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

925 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1205

4732 EAGLENOOK CIRCLE
PUEBLO, CO. 81005
PHONE: (719) 545-4240 FAX: (719) 545-6247

http://ejsurveying.com

EXHIBIT B



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

EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216
4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-5240

01-10-18

JOB NO. 1851-00
SHEET 2 OF 2

218005697 1/16/2018 12:27 PM
PGS 4 $28.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

PERMANENT DRAINAGE EASEMENT

Michael C. Turner, Holly A. Pilbrow and Edward M. Cooke, with an address of 9770 Arroya Lane, Colorado Springs, CO 80908 (collectively, "Grantor"), for good and valuable consideration, the receipt of which is acknowledged, grants **Arroya Investments, LLC**, a Colorado limited liability company, with an address of 1283 Kelly Johnson Blvd, Colorado Springs, CO 80920 ("Grantee"), a permanent storm water drainage easement ("Easement") for the purpose of constructing, operating, maintaining, replacing, enlarging, reconstructing, improving, inspecting, repairing, and removing drainage facilities and related appurtenances as may from time to time be required on, over, across, under and through the real property legally described in the attached **Exhibit A** and graphically depicted in the diagram attached as **Exhibit B** (the "Easement Area").

As further consideration, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon the Easement Area, and it is further agreed that Grantor will not construct any obstructions that would prevent the proper maintenance and use of the Easement and drainage facilities and related appurtenances located in the Easement Area by Grantee.

Grantee agrees that all work performed by or on behalf of Grantee, its successors and assigns, in connection with the Easement shall be done with reasonable care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the drainage facilities and appurtenances installed. Any damage caused within the Easement Area arising out of the construction or reconstruction, maintenance and repair of drainage facilities and appurtenances in the exercise of the rights granted to Grantee under this Drainage Easement shall be restored reasonably similar to its original condition following completion of the work performed.

All provisions of this Drainage Easement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties.

Dated this 12day of January, 2018.

GRANTOR:

Michael C. Turner

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

The foregoing instrument was acknowledged before me this 12 day of January, 2018, by Michael C. Turner.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

GRANTOR:

Holly A. Pilbrow

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 2018, by Holly A. Pilbrow.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

GRANTOR:

Edward M. Cooke

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 2018, by Edward M. Cooke.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

GRANTEE:

Arroya Investments, LLC
a Colorado limited liability company

By: _____
Manager

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 2018, by Paul Howard, Manager of Arroya Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

EDWARD-JAMES SURVEYING, INC.

January 10, 2018
Job No. 1651.00
Page 1 of 2

EXHIBIT "A"

DRAINAGE EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE WEST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED ACCORDINGLY, PLS 10376 AND AT THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED ACCORDINGLY, PLS10376 AND IS ASSUMED TO BEAR N88°38'56"W A DISTANCE OF 1330.91 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

THENCE N88°38'56"E ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 283.05 FEET;

THENCE N27°23'34"W, A DISTANCE OF 44.51 FEET TO THE **POINT OF BEGINNING;**

THENCE S88°38'56"W ON A LINE THAT IS 40.00 NORTHERLY AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 104.90 FEET;

THENCE N45°31'06"W, A DISTANCE OF 96.26 FEET;

THENCE N45°13'15"E, A DISTANCE OF 130.14 FEET;

THENCE S27°23'34"W, A DISTANCE OF 176.42 FEET TO THE **POINT OF BEGINNING;**

CONTAINING A CALCULATED AREA OF 14,576 SQ. FEET, OR 0.335 ACRES.

LEGAL DESCRIPTION STATEMENT

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

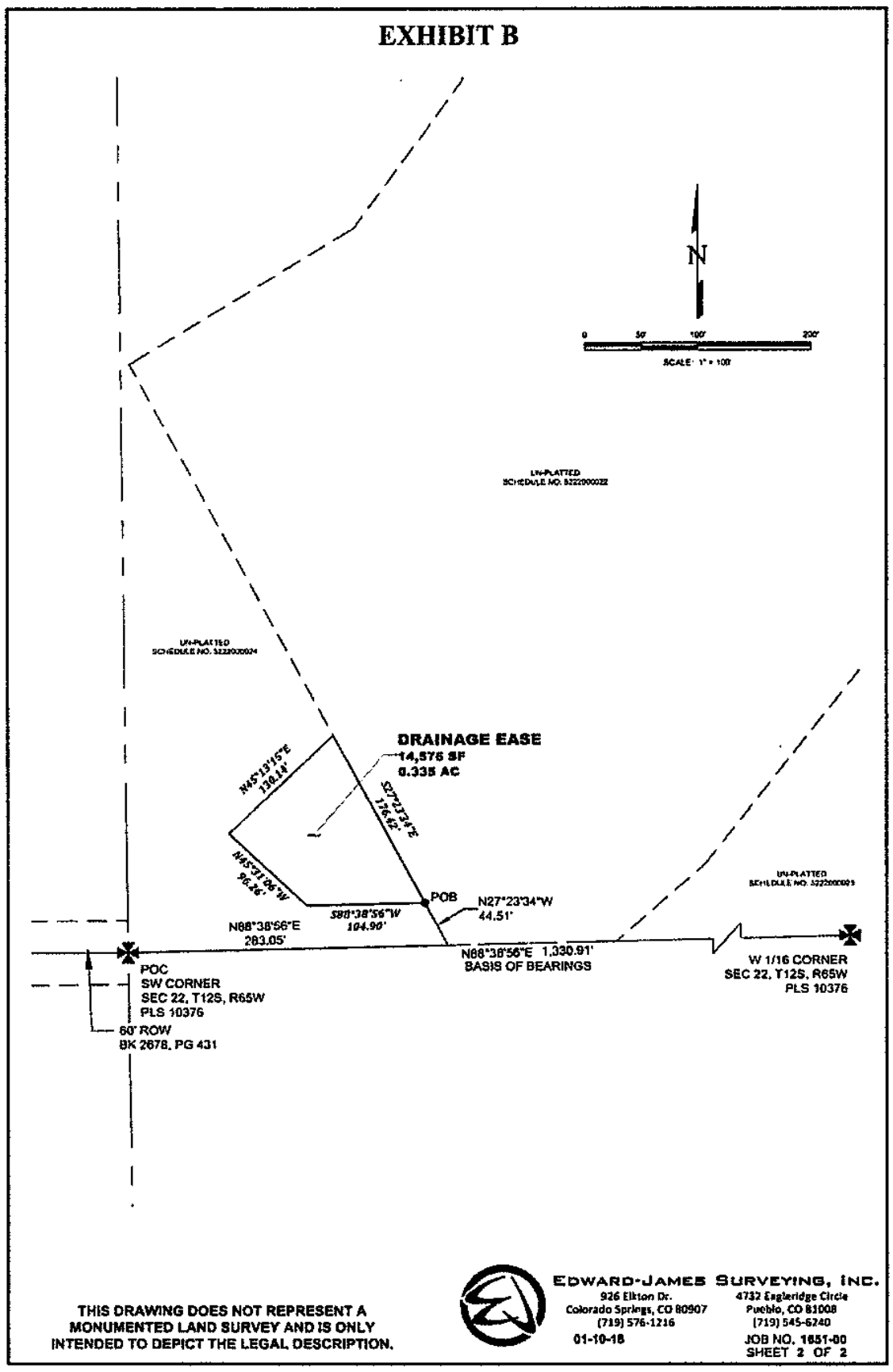
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

925 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1206

4733 EAGLERIDGE CIRCLE
PUEBLO, CO. 81008
PHONE: (719) 545-6240 FAX: (719) 545-6247

http://ejsurveying.com

EXHIBIT B



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

EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216
4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240

01-10-18

JOB NO. 1651-00
SHEET 2 OF 2

218092584 8/9/2018 3:54 PM
PGS 12 $68.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

DISTRICT COURT, WATER DIVISION 2, CO Court Address: 501 North Elizabeth Street, Suite 116 Pueblo, CO 81003 Phone Number: (719) 404-8832	DATE FILED: August 9, 2018 3:38 PM CASE NUMBER: 2018CW3002
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **ARROYA INVESTMENTS, LLC** **IN EL PASO COUNTY**	▲ COURT USE ONLY ▲ **Case No.: 18CW3002** (17CW3002)

FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE

THIS MATTER comes before the Water Referee on the Application filed by Arroya Investments, LLC, and having reviewed said Application and other pleadings on file, and being fully advised on this matter, the Water Referee makes the following findings and orders:

GENERAL FINDINGS OF FACT

1. The applicant in this case is Arroya Investments, LLC, whose address is 1283 Kelly Johnson Blvd., Colorado Springs, CO 80920 ("Applicant"). Applicant is the owner of the land totaling approximately 72.5 acres (a portion of the larger 225.97-acre Arroya Parcel previously adjudicated in Case No. 17CW3002), on which the structures sought to be adjudicated herein are located, and are the owners of the place of use where the water will be put to beneficial use.

2. The Applicant filed this Application with the Water Court for Water Division 2 on January 9, 2018. The Application was referred to the Water Referee in Division 2 on or about January 18, 2018.

3. The time for filing statements of opposition to the Application expired on the last day of March 2018. No Statements of Opposition were timely filed.

4. On January 18, 2018, the Water Court, Division 2 ordered that publication occur in the *Daily Transcript* within El Paso County.

5. The Clerk of this Court has caused publication of the Application filed in this matter as provided by statute and the publication costs have been paid. On February 15, 2018, proof of publication in the *Daily Transcript* was filed with Water

Court Division 2. All notices of the Application have been given in the manner required by law.

6. Pursuant to C.R.S. §37-92-302(4), the office of the Division Engineer for Water Division 2 has filed its Consultation Report dated May 2, 2018, with the Court, and a Response to the Consultation Report was filed by the Applicant on June 26, 2018. Both the Consultation Report and Response have been considered by the Water Referee in the entry of this Ruling.

7. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties whether they have appeared or not. The land and water rights involved in this case are not within a designated groundwater basin.

8. The Applicant, consistent with the decree entered in Case No. 17CW3002, seeks to utilize ground water rights granted therein for the construction of Timber Ridge Wells Nos. 1 through 29 to the Dawson aquifer, and additional or replacement wells associated therewith, for withdrawal of Applicant's full entitlements of supply under the plan for augmentation sought herein.

9. The land overlying the groundwater subject to the adjudication in this case is owned by the Applicant and was previously quantified in Case No. 17CW3002, which concerned a 225.97 acre parcel of land located in El Paso County, Colorado ("Arroya Parcel"). The land relevant to this decree consists of an approximately 72.5 acre portion of the larger Arroya Parcel as described in Case No. 17CW3002, located in a portion of the SE¼ of Section 21 and a portion of the SW¼ of Section 22, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, as more particularly described on the attached **Exhibit A**, and depicted on the attached **Exhibit B** map ("Subject Property"). Applicant intends to subdivide the property into up to twenty-nine (29) lots of approximately 2.5 acres each. All groundwater adjudicated herein shall be withdrawn from the overlying land.

10. Timber Ridge Wells Nos. 1 through 29: Each of the Timber Ridge Wells Nos. 1 through 29 are to be constructed to the not-nontributary Dawson aquifer pursuant to the Plan for Augmentation decreed herein to provide domestic water supplies to a single family residence to be located upon the subdivided Subject Property. Upon entry of this decree and submittal by the Applicant of a complete well permit application and filing fee, the State Engineer shall issue a revised permit for Timber Ridge Wells Nos. 1 through 29 pursuant to C.R.S. §37-90-137(4), consistent with and references the Plan for Augmentation decreed herein.

PLAN FOR AUGMENTATION

11. The structures to be augmented are Timber Ridge Wells Nos. 1 through 29 in the not-nontributary Dawson aquifer underlying the Applicant's Property, along with any additional or replacement wells associated therewith.

12. Pursuant to C.R.S. §37-90-137(9)(c.5), the augmentation obligation for Timber Ridge Wells Nos. 1 through 29, and any additional or replacement wells constructed to the Dawson aquifer requires the replacement of actual stream depletions to the extent necessary to prevent any injurious effect. The water rights to be used for augmentation during pumping are the septic return flows of the not-nontributary Timber Ridge Wells Nos. 1 through 29, to be pumped as set forth in this plan for augmentation. The water rights to be used for augmentation after pumping are a reserved portion of Applicant's nontributary water rights in the Laramie-Fox Hills aquifers. Applicant shall provide for the augmentation of stream depletions caused by pumping the Timber Ridge Wells Nos. 1 through 29 as approved herein. Water use criteria as follows:

A. Use: The Timber Ridge Wells Nos. 1 through 29 may each pump up to 0.32 acre feet of water per year, for a maximum total of 9.32 acre feet being withdrawn from the Dawson aquifer annually. Households will utilize up to 0.26 acre feet of water per year per residence, with the additional pumping available for landscape irrigation, the watering of horses or equivalent livestock, and other beneficial uses decreed in 17CW3002 at each residence. The foregoing figures assume the use of 29 septic systems, with resulting return flows from each. Should Applicant subdivide Applicant's property into fewer than 29 lots, both depletions and return flows for the replacement of the same will be correspondingly reduced, though pumping for uses other than household use may be increased provided at all times septic return flows shall replace the maximum depletions resulting from pumping.

B. Depletions: Applicant has determined that maximum stream depletions over the 300-year pumping period will amount to approximately fifty-six percent (56%) of pumping. Maximum annual depletions for total residential pumping from all wells is therefore 5.22 acre feet in year 300. Should Applicant's pumping be less than the 0.32 acre feet per lot described herein, or should fewer lots be developed, resulting depletions and required replacements will be correspondingly reduced.

C. Augmentation of Depletions During Pumping Life of Wells: Depletions during pumping will be effectively replaced by residential return flows from non-evaporative septic systems. The annual consumptive use for non-evaporative septic systems is 10% per year per residence. At a conservatively estimated household use rate of 0.18 acre feet per residence per year (rather than the full 0.26 acre feet annually), a total of 5.22 acre feet is replaced to the stream system per year, utilizing non-evaporative septic systems, assuming all 29 wells are utilized. With maximum depletions from the pumping of 29 wells at 0.18 acre feet, and anticipated replacement of 5.22 acre feet annually, during pumping, stream depletions will be adequately augmented.

D. Augmentation of Post Pumping Depletions: This plan for augmentation shall have a pumping period of a minimum of 300 years. For the replacement of any injurious post-pumping depletions which may be associated with the use of the Timber Ridge Wells Nos. 1 through 29, Applicant will reserve up to 2,796

acre feet of water from the nontributary Laramie Fox Hills aquifer, less actual stream depletions replaced during the plan pumping period as necessary to replace any injurious post pumping depletions. Applicant also reserves the right to substitute other legally available augmentation sources for such post pumping depletions upon further approval of the Court under its retained jurisdiction. Even though this reservation is made, under the Court's retained jurisdiction, Applicant reserves the right in the future to prove that post pumping depletions will be noninjurious. The reserved nontributary Laramie-Fox Hills groundwater will be used to replace any injurious post-pumping depletions. Upon entry of a decree in this case, the Applicant will be entitled to apply for and receive a new well permit for the Timber Ridge Wells Nos. 1 through 29 for the uses in accordance with this Application and otherwise in compliance with C.R.S. §37-90-137.

13. This decree, upon recording, shall constitute a covenant running with Applicant's Property, benefitting and burdening said land, and requiring construction of well(s) to the nontributary Laramie-Fox Hills aquifer and pumping of water to replace any injurious post-pumping depletions under this decree. Subject to the requirements of this decree, in order to determine the amount and timing of post-pumping replacement obligations, if any, under this augmentation plan, Applicant or its successors shall use information commonly used by the Colorado Division of Water Resources for augmentation plans of this type at the time. Pursuant to this covenant, the water from the nontributary Laramie-Fox Hills aquifer reserved herein may not be severed in ownership from the overlying subject property. This covenant shall be for the benefit of, and enforceable by, third parties owning vested water rights who would be materially injured by the failure to provide for the replacement of post-pumping depletions under the decree, and shall be specifically enforceable by such third parties against the owner of the Applicant's Property.

14. Applicant or its successors shall be required to initiate pumping from the Laramie-Fox Hills aquifer for the replacement of post-pumping depletions when either: (i) the absolute total amount of water available from the Dawson aquifer allowed to be withdrawn under the plan for augmentation decreed herein has been pumped; (ii) the Applicant or its successors in interest have acknowledged in writing that all withdrawals for beneficial use through the Timber Ridge Wells Nos. 1 through 29 have permanently ceased, (iii) a period of 10 consecutive years where either no withdrawals of groundwater has occurred, or (iv) accounting shows that return flows from the use of the water being withdrawn is insufficient to replace depletions caused by the withdrawals that already occurred.

15. Accounting and responsibility for post-pumping depletions in the amount set forth herein shall continue for the shortest of the following periods: (i) the period provided by statute; (ii) the period specified by any subsequent change in statute; (iii) the period required by the Court under its retained jurisdiction; (iv) the period determined by the State Engineer; or (v) the period as established by Colorado Supreme Court final decisions. Should Applicant's obligation hereunder to account for and replace such post-pumping stream depletions be abrogated for any reason, then

the Laramie-Fox Hills aquifer groundwater reserved for such a purpose shall be free from the reservation herein and such groundwater may be used or conveyed by its owner without restriction for any post-pumping depletions.

16. The term of this augmentation plan is for a minimum of 300 years, however, the length of the plan for a particular well or wells may be extended beyond such time provided the total plan pumping allocated to such well or wells is not exceeded. Should the actual operation of this augmentation plan depart from the planned diversions described herein such that annual diversions are increased or the duration of the plan is extended, the Applicant must prepare and submit a revised model of stream depletions caused by the actual pumping schedule. This analysis must utilize depletion modeling acceptable to the State Engineer, and to this Court, and must represent the water use under the plan for the entire term of the plan to date. The analysis must show that return flows have equaled or exceeded actual stream depletions throughout the pumping period and that reserved nontributary water remains sufficient to replace post-pumping depletions.

17. Consideration has been given to the depletions from Applicant's use and proposed uses of water, in quantity, time and location, together with the amount and timing of augmentation water which will be provided by the Applicant, and the existence, if any, injury to any owner of or person entitled to use water under a vested water right.

18. It is determined that the timing, quantity and location of replacement water under the protective terms in this decree are sufficient to protect the vested rights of other water users and eliminate material injury thereto. The replacement water shall be of a quantity and quality so as to meet the requirements for which the water of senior appropriators has normally been used, and provided of such quality, such replacement water shall be accepted by the senior appropriators for substitution for water derived by the exercise of the Timber Ridge Wells Nos. 1 through 29. As a result of the operation of this plan for augmentation, the depletions from the Timber Ridge Wells Nos. 1 through 29 and any additional or replacement wells associated therewith will not result in material injury to the vested water rights of others.

CONCLUSIONS OF LAW

19. The Applicant's request for adjudication of the plan for augmentation decreed herein is contemplated and authorized by law, and this Court and the Water Referee have exclusive jurisdiction over these proceedings. C.R.S. §§37-92-302(1)(a), 37-92-203, and 37-92-305.

20. Subject to the terms of the 17CW3002 decree, the Applicant is entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying the Applicant's Property, and the right to use that water to the exclusion of all others subject to the terms of said 17CW3002 decree.

21. The Applicant's request for approval of a plan for augmentation is contemplated and authorized by law. If administered in accordance with this decree, this plan for augmentation will permit the uninterrupted diversions from the Timber Ridge Wells Nos. 1 through 29 without adversely affecting any other vested water rights in the Arkansas River or its tributaries and when curtailment would otherwise be required to meet a valid senior call for water. C.R.S. §§37-92-305(3),(5), and (8).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

22. All of the foregoing Findings of Fact and Conclusions of Law are incorporated herein by reference, and are considered to be a part of this decretal portion as though set forth in full.

23. The Application for Adjudication of Denver Basin Groundwater and for Approval of Plan for Augmentation proposed by the Applicant is approved, subject to the terms of this decree.

24. The Applicant has furnished acceptable proof as to all claims and, therefore, the Application for Adjudication of Groundwater and Plan for Augmentation, as requested by the Applicant, is granted and approved in accordance with the terms and conditions of this decree. Approval of this Application will not result in any material injury to senior vested water rights.

25. The Applicant shall comply with C.R.S. §37-90-137(9)(b), requiring the relinquishment of the right to consume two percent (2%) of the amount of the nontributary groundwater withdrawn. Ninety-eight percent (98%) of the nontributary groundwater withdrawn may therefore be consumed. No plan for augmentation shall be required to provide for such relinquishment.

26. The State Engineer, the Division Engineer, and/or the Water Commissioner shall not curtail the diversion and use of water covered by the Timber Ridge Wells Nos. 1 through 29 so long as the return flows from the annual diversions associated with the Timber Ridge Wells Nos. 1 through 29 accrue to the stream system pursuant to the conditions contained herein. To the extent that Applicant or one of its successors or assigns is ever unable to provide the replacement water required, then the Timber Ridge Wells Nos. 1 through 29 shall not be entitled to operate under the protection of this plan, and shall be subject to administration and curtailment in accordance with the laws, rules, and regulation of the State of Colorado. Pursuant to C.R.S. §37-92-305(8), the State Engineer shall curtail all out-of-priority diversions which are not so replaced as to prevent injury to vested water rights. In order for this plan for augmentation to operate, return flows from the one or both of the septic systems discussed herein, as appropriate, shall at all times during pumping be in an amount sufficient to replace the amount of stream depletions.

27. Pursuant to C.R.S. §37-92-304(6), the Court shall retain continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question of whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others, as pertains to the use of Denver Basin groundwater supplies adjudicated herein, including for augmentation purposes.

28. Except as otherwise specifically provided in Paragraph 28, above, pursuant to the provisions of C.R.S. §37-92-304(6), this plan for augmentation decreed herein shall be subject to the reconsideration of this Court on the question of material injury to vested water rights of others, for a period of five (5) years, except as otherwise provided herein. Any person, within such period, may petition the Court to invoke its retained jurisdiction. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth with particularity the factual basis for requesting that the Court reconsider material injury to petitioner's vested water rights associated with the operation of this decree, together with proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof of going forward to establish a prima facie case based on the facts alleged in the petition. If the Court finds those facts are established, Applicant shall thereupon have the burden of proof to show: (i) that the petitioner is not materially injured, or (ii) that any modification sought by the petitioner is not required to avoid material injury to the petitioner, or (iii) that any term or condition proposed by Applicant in response to the petition does avoid material injury to the petitioner. The Division of Water Resources as a petitioner shall be entitled to assert material injury to the vested water rights of others. If no such petition is filed within such period and the retained jurisdiction period is not extended by the Court in accordance with the revisions of the statute, this matter shall become final under its own terms.

29. Pursuant to C.R.S. §37-92-502(5)(a), the Applicant shall install and maintain such water measurement devices and recording devices as are deemed essential by the State Engineer or Division Engineers, and the same shall be installed and operated in accordance with instructions from said entities. Applicant is to install and maintain a totalizing flow meters on all Timber Ridge Wells or any additional or replacement wells associated therewith. Applicant is also to maintain records and provide reports to the State Engineer or Division Engineers as instructed by said entities, on at least an annual basis.

30. The vested water rights, water right structures, and plan for augmentation decreed herein shall be subject to all applicable administrative rules and regulations, as currently in place or as may in the future be promulgated, of the offices of Colorado State and Division Engineers for administration of such water rights, to the extent such rules and regulations are uniformly applicable to other similarly situated water rights and water users.

31. This Ruling of Referee, when entered as a decree of the Water Court, shall be recorded in the real property records of El Paso County, Colorado. Copies of this ruling shall be mailed as provided by statute.

DATED THIS 18th day of July, 2018.

BY THE REFEREE:

Mardell R. DiDomenico, Water Referee
Water Division 2

DECREE

THE COURT FINDS THAT NO PROTEST WAS MADE IN THIS MATTER, THEREFOR THE FORGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: August 9th, 2018.

BY THE COURT:

LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

EXHIBIT A

LEGAL DESCRIPTION – ARROYA PARCEL

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27;
THENCE S88°38'56"W ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1047.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S88°38'56"W CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 283.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N00°37'14"W SAID LINE ALSO BEING THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22, A DISTANCE OF 30.00 FEET;
2. S89°40'23"W, A DISTANCE OF 736.82 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF SAID COUNTY RECORDS;

THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1798.07 FEET;
THENCE N59°58'50"E, A DISTANCE OF 694.83 FEET;
THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET;
THENCE N69°36'18"E, A DISTANCE OF 603.87 FEET;
THENCE S30°23'46"E, A DISTANCE OF 264.58 FEET;
THENCE S61°52'38"W, A DISTANCE OF 227.40 FEET;

THENCE S79°15'47"W, A DISTANCE OF 276.17 FEET;
THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET;
THENCE S40°09'47"W, A DISTANCE OF 310.61 FEET;
THENCE S09°56'46"W, A DISTANCE OF 270.03 FEET;
THENCE S35°00'25"W, A DISTANCE OF 167.38 FEET;
THENCE S57°24'01"W, A DISTANCE OF 235.36 FEET;
THENCE S27°23'34"E, A DISTANCE OF 611.29 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 35.08 ACRES OF LAND, MORE OR LESS.

Along With:

A PARCEL OF LAND BEING THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 27, THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 27, A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 28 AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4) OF SECTION 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S00°54'30"E ALONG THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF SAID SECTION 27, A DISTANCE OF 3925.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER NW1/4 SW1/4) OF SAID SECTION 27;
THENCE S87°35'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1332.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);
THENCE N00°53'18"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1316.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);
THENCE S89°08'28"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4) OF SECTION 28, A DISTANCE OF 1326.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4);
THENCE N00°30'49"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), A DISTANCE OF 1270.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN

BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1450.84 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N89°40'23"E, A DISTANCE OF 761.52 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4);
2. N00°52'58"W ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27;

THENCE N88°38'56"E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1330.91 FEET TO THE POINT OF BEGINNING;

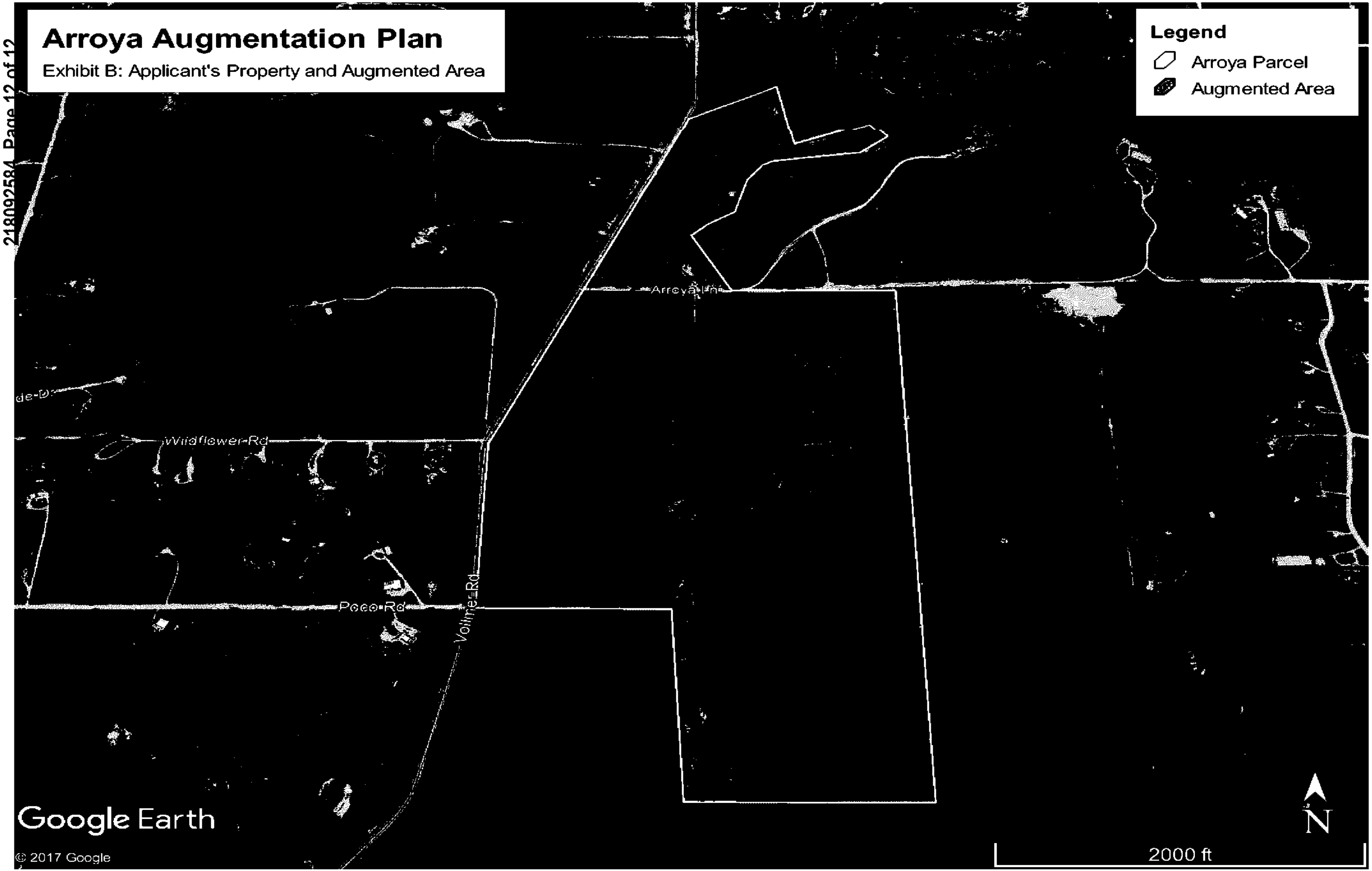
SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 190.89 ACRES OF LAND, MORE OR LESS.

Arroya Augmentation Plan

Exhibit B: Applicant's Property and Augmented Area

Legend

- Arroya Parcel
- Augmented Area



WARRANTY DEED—Corporation.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

No. 330597

WARRANTY DEED.
(CORPORATION.)

The Edgar Lumber and Box Company
TO
S. H. Hendrix

STATE OF COLORADO, } ss.
COUNTY OF EL PASO.
Filed for record at 3:24 o'clock P. M.,
November 29 1922
E. A. Jackson
RECORDER.

This Deed, Made this fourth day of August in the year of our Lord one thousand nine hundred and twenty two, between The Edgar Lumber and Box Company, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and S. H. Hendrix of the County of El Paso and State of Colorado, of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of One dollar and other good and Valuable Considerations DOLLARS, to the said party of the first part in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha th granted, bargained, sold and conveyed, and by these presents do th grant, bargain, sell, convey and confirm unto the said part y of the second part, heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The northwest quarter (NW ¼) of the Southwest quarter (SW ¼) and the West Half (W ½) of the Northwest quarter (NW ¼) of section Twenty Seven (27); the Southeast quarter (SE ¼) of the Northeast quarter (NE ¼) of section Twenty-eight (28) and the South West quarter (SW ¼) of section Twenty-two (22) all in Township Twelve (12) South, Range Sixty-Five West (65) Sixth P.M. El Paso County Colorado. It is expressly understood and agreed between the parties hereto, that this conveyance is made subject to a right of way over and across a strip of land Thirty (30) feet Wide on the West line of section 22 and along the West line of the Northwest quarter of the Northwest quarter of Section 27 said right of way being reserved for use as a future roadway for the benefit of the owners of the tracts and owners of intervening tracts, in the section and adjacent sections, the intent hereof being to have section lines available for road purposes as occasion demands.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances unto the said part y of the second part, his heirs and assigns forever. And the said Edgar Lumber and Box Company part y of the first part, for itself its successors and assigns, do th covenant, grant, bargain and agree to and with the said part y of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

except all taxes for the year 1923 and subsequent taxes.

and the above bargained premises in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said party of the first part hath caused its corporate name to be hereunto subscribed by its Vice President and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

THE EDGAR LUMBER & BOX CO. INCORPORATED SEAL 1918 COLORADO

U. S. Internal Revenue Stamps $6.00 Cancelled

The Edgar Lumber & Box Company
By O. H. Shoup Jr.
Vice PRESIDENT.

ATTEST: F. M. McMahon SECRETARY.

STATE OF COLORADO, } ss.
COUNTY OF El Paso

I, Mary A. Hackett, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that O. H. Shoup Jr. and F. M. McMahon who are personally known to me to be the same persons whose names are subscribed to the foregoing deed as having executed the same respectively as Vice President and Secretary of The Edgar Lumber & Box Company, a Corporation, and who are known to me to be such officers respectively, appeared before me this day in person, and severally acknowledged that the seal affixed to the foregoing instrument is the corporate seal of said The Corporation, that the same was thereunto affixed by the authority of said Company; that said instrument was by like authority subscribed with the corporate name of the said Company; as to the said O. H. Shoup Jr. that he is the Vice President of said The Corporation, and as to the said F. M. McMahon that he is the Secretary of said Company; that by the authority of said Company, they respectively subscribed their names as Vice President and Secretary to the foregoing instrument; that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said The Corporation for the uses and purposes therein set forth.

MARY A. HACKETT NOTARY PUBLIC EL PASO COUNTY COLORADO

Given under my hand and notarial seal this 4th day of August A. D. 19 22

My Commission expires April 19, 1926

Mary A. Hackett
Notary Public

STATE OF COLORADO, } ss.
COUNTY OF

I, in and for said County, in the State aforesaid, do hereby certify that President and Secretary of The who are personally known to me to be the persons whose names are subscribed to the annexed instrument in writing, as President and Secretary of said corporation, appeared before me this day in person, and acknowledged that at the time of the execution of the said instrument in writing they were respectively the President and Secretary of the said corporation; that the seal affixed thereto is the common and corporate seal of the said corporation, and that they signed, sealed and delivered the said instrument in writing as their free and voluntary act, and as the free and voluntary act of the said The for the uses and purposes therein set forth.

Given under my hand and seal, this day of A. D. 19

My commission expires

Received at 8:04 o'clock A. M. JAN 22 1962 BOOK 1896 PAGE 135

Reception No. 220038 HARRIET BEALS

PLATEAU NATURAL GAS COMPANY

RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of, for Right-of-Way

One Dollars ($ 1.00) to us in hand paid,

receipt of which is hereby acknowledged, F.D. Kramer,

2309 North Nevada Ave., Colorado Springs, Colorado

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, and (subject to the payments hereinafter provided) additional pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, through the following real estate in El Paso County,

State of Colorado, to-wit: N½-SW¼, Section 22, Township 12-S, Range 65 West, such Right-of-Way to be 20 feet in width, and start at Northwest Corner of the above described property, and to run in a Southeasterly direction to the homes. Thence, in an Easterly direction to East Line of the described property. Said line to run as now staked.

And also from time to time additional such pipe lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipe line and its appurtenances installed; Provided, however, Grantee may lay an additional line as a replacement of an existing line without liability for the payment of additional money except for damages to growing crops, fences or improvements occasioned by the laying of such replacement line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning _____, 19____, to _____, 19____ on _____ Basis.
(Cash or Crop)

Executed this 4th day of October, 1961.

F.D. Kramer

PNGC - 45

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 4th day of October, 19 61, by F. D. KRAMER

JOAN H. DE FIJA NOTARY PUBLIC EL PASO COUNTY, COLORADO

Joan H. De Fija
Notary Public

My Commission Expires: March 16, 1963

Received at 10:02 o'clock A M. AUG 21 1975
Reception No. 171850 HARRIET BEALS

BOOK 2772 PAGE 124
IN DISTRICT COURT
EL PASO COUNTY, COLORADO
OCT 11 1967
FRANCIS J. DUCKOW
CLERK

IN THE DISTRICT COURT WITHIN AND FOR

THE COUNTY OF EL PASO AND STATE OF COLORADO

MI 181 345

Civil Action No. 53936

IN THE MATTER OF THE BLACK FOREST)
) D E C R E E
VOLUNTEER FIRE PROTECTION DISTRICT)

AND NOW, On this the 11th day of October, 1967, the Judges of Election having certified the returns of the Special Election on the question of the organization of a proposed fire protection district to the Court, and the Court having examined the Certificate of the Judges, having reviewed the file and being fully advised in the premises,

DOTH FIND:

That the return of the election as certified by the Judges of Election is in correct form and shows that a total of 528 votes were cast at such Special Election and that there were 383 votes cast in favor of the organization of said district and 145 votes cast against the organization of said district;

That the Court has jurisdiction in this matter and over said district;

That the proper procedure has been followed in this matter in accordance with the Colorado statutes;

That the proper notices were given as required by statute;

All 151 346

That no challenges were made during the course of said election on the qualifications of any voter;

That signatures appearing on all petitions are genuine;

NOW THEREFORE, THE COURT DOTH ORDER:

That The Black Forest Volunteer Fire Protection District is hereby declared duly organized;

That the boundaries thereof are designated as follows:

All of that portion of the hereinafter described land, located within the County of El Paso and State of Colorado, and not included within the territorial limits of any incorporated town or city, to-wit:

Sections 31, 32, 33 and 34 in Township 11 South, Range 65 West of the 6th Principal Meridian.

Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, and 32 in Township 12 South, Range 65 West of the 6th Principal Meridian.

Sections 5 and 6 in Township 13 South, Range 65 West of the 6th Principal Meridian.

Sections 35 and 36 in Township 11 South, Range 66 West of the 6th Principal Meridian.

Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, in Township 12 South, Range 66 West of the 6th Principal Meridian.

That the corporate name designated in the petition for said district and by which in all proceedings the district shall hereafter be known shall be The Black Forest Volunteer Fire Protection District;

That the first Board of Directors is designated to be as follows:

1. Kenneth M. Kirchhofer - to hold office until two years.

2. Richard P. Humphrey - to hold office until two years.

3. Thomas D. Fultz - to hold office until four years.

4. Louis F. DeLong - to hold office until four years.

5. Edgar D. Gravette - to hold office until the first biennial election.

That said district is hereby declared a governmental sub-division of the State of Colorado and a body corporate with all the powers of a public or quasi-municipal corporation.

That within 30 days of the date of the signing of this Decree the Clerk of the District Court, El Paso County, State of Colorado, shall transmit to the Clerk and Recorder of El Paso County, State of Colorado, copies of Findings and the Decree of this Court incorporating the District.

That the members of the first Board of Directors shall qualify by filing with the Clerk of the District Court their oaths of office, and the Court does hereby dispense with the filing of a corporate surety bond by the members of the Board heretofore designated or by any member elected hereafter, conditioned upon further order of the Court.

That after taking oath the Board shall proceed with its organization as required by Colorado statutes.

That the District, and on its behalf the Board, shall have all of the powers granted by Chapter 89, Article 6,

MIL 151M 3:5

Colorado Revised Statutes, 1963 as Amended.

That the Court retains jurisdiction of said District as granted by the Colorado statutes.

Done by the Court this 17th day of October, 1967.

G. Russell Miller

Honorable G. Russell Miller

APPROVED BY ATTORNEY FOR
PROTESTING PETITIONERS:

Cliff B. Knie, Jr



00945290 1983 FEB 11 PM 2:11 BOOK 3673 PAGE 903

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

22 MV-14

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Mr. F. D. Kramer
113 South Nevada
Colorado Springs, Colorado

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a cooperative corporation, whose postoffice address is Colorado Springs, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of El Paso, State of Colorado, and more particularly described as follows:

MV-14

The Southwest quarter of Section 22; the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter of Section 27; the Southeast quarter of the Northeast quarter of Section 28 in Twonship 12 South, Range 65 West of the 6th P. M.

SA-85

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned covenent that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned set hand and seal this 25th day of Sept, 1945

x F. D. Kramer (SEAL)

(SEAL)

STATE OF COLORADO,)
COUNTY OF El Paso) SS.

I do hereby certify that

F. D. Kramer personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument of writing as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 25th day of Sept A.D. 1945.

My commission Expires:
October 10th 1945

Notary Public

00975710 1983 MAY -9 PM 12:03 BOOK 3718 PAGE 812

ARDIS W. SCHMITT
El Paso County, Colorado Recorder

18.00

NOTICE PURSUANT TO 1973 COLORADO REVISED STATUTES 9-1.5-103(1), CONCERNING UNDERGROUND FACILITIES

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

11140 East Woodmen Road
Peyton, Colorado 80908
Telephone: 495-2283

1655 - 5th Street
P. O. Drawer "M"
Limon, Colorado 80828
Telephone: 775-2861

Pursuant to 1973 Colorado Revised Statutes 9-1.5-103(1), MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. hereby gives notice of the following information:

1. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. is a public utility rendering electric service to the public. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. owns, operates and maintains underground electric cables and facilities within the County of El Paso, State of Colorado.

2. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. serves the following areas in El Paso County, Colorado, in which it owns, operates and maintains underground electric cables and facilities:

(1) Township 11 South, Range 67 West, Sections 1-2-3 & 10 through 36.

(2) Township 12 South, Range 67 West, Section 1.

(3) Township 11 South, Range 66 West, Sections 1 through 36, inclusive.

(4) Township 12 South, Range 66 West, Sections 1 through 29, inclusive.

(5) Township 13 South, Range 66 West, Sections 12 & 13.

(6) Township 11 South, Range 65 West, Sections 1 through 36, inclusive.

(7) Township 12 South, Range 65 West, Sections 1 through 29, inclusive, and 32-33-34-35 & 36.

(8) Township 13 South, Range 65 West, Sections 1 through 18, inclusive, and 20-21-22-23-24-25-26-27-28-29-32-33-34-35 & 36.

(9) Township 14 South, Range 65 West, Sections 1-2-3-4-5-6-9-10-11-12-13-14-15-16-21-22-23-24-25-26-27-28-33-34-35-36.

(10) Township 15 South, Range 65 West, Sections 1-2-3-4-9-10-11-12-13-14-15-16-21-22-23-24-25-26-27-28-33-34-35-36.

(11) Township 16 South, Range 65 West, Sections 1-2-3-4-9-10-11-12-13-14-15-16-21-22-23-24-25-26-27-28-29-32-33-34-35-36.

(12) Township 17 South, Range 65 West, Sections 1 through 36, inclusive.

(13) Township 11 South, Range 64 West, Sections 1 through 36, inclusive.

(14) Township 12 South, Range 64 West, Sections 1 through 36, inclusive.

(15) Township 13 South, Range 64 West, Sections 1 through 36, inclusive.

(16) Township 14 South, Range 64 West, Sections 1 through 36, inclusive.

(17) Township 15 South, Range 64 West, Sections 1 through 36, inclusive.

(18) Township 16 South, Range 64 West, Sections 1 through 36, inclusive.

(19) Township 17 South, Range 64 West, Sections 1 through 36, inclusive.

(20) Township 11 South, Range 63 West, Sections 1 through 36, inclusive.

(21) Township 12 South, Range 63 West, Sections 1 through 36, inclusive.

(22) Township 13 South, Range 63 West, Sections 1 through 36, inclusive.

(23) Township 14 South, Range 63 West, Sections 1 through 36, inclusive.

(24) Township 15 South, Range 63 West, Sections 1 through 36, inclusive.

(25) Township 16 South, Range 63 West, Sections 1 through 36, inclusive.

(26) Township 17 South, Range 63 West, Sections 1 through 36, inclusive.

(27) Township 11 South, Range 62 West, Sections 1 through 36, inclusive.

(28) Township 12 South, Range 62 West, Sections 1 through 36, inclusive.

(29) Township 13 South, Range 62 West, Sections 1 through 36, inclusive.

(30) Township 14 South, Range 62 West, Sections 1 through 36, inclusive.

(31) Township 15 South, Range 62 West, Sections 1 through 36, inclusive.

(32) Township 16 South, Range 62 West, Sections 1 through 36, inclusive.

(33) Township 17 South, Range 62 West, Sections 1 through 36, inclusive.

(34) Township 11 South, Range 61 West, Sections 1 through 36, inclusive.

(35) Township 12 South, Range 61 West, Sections 1 through 36, inclusive.

(36) Township 13 South, Range 61 West, Sections 1 through 36, inclusive.

(37) Township 14 South, Range 61 West, Sections 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-20-21-22-23-24-25-26-27-28-29-34-35-36.

(38) Township 11 South, Range 60 West, Sections 1 through 36, inclusive.

(39) Township 12 South, Range 60 West, Sections 1 through 36, inclusive.

(40) Township 13 South, Range 60 West, Sections 1 through 36, inclusive.

(41) Township 14 South, Range 60 West, Sections 1 through 36, inclusive.

(42) Township 15 South, Range 60 West, Sections 1-3-4-5 & 6.

Including the following Subdivisions:

Academy East
Anderosa Estates
Antelope Acres
Arrowhead Acres
Arrowwood
Beacon Heights
Big Pine Estates
Bissell
Black Forest Country Club
Black Forest Park
Black Squirrel Creek Park
Black Squirrel Park
Blue Sage
Briarhaven
Bridle Bit Ranch
Canterbury East
Canterbury West
Chaparral
Chaparral Hills
Cimarron - Eastridge
Cimarron - Eastridge Townhomes
Cimarron - Westridge
Corral Ranches
Country Ridge Estates
Curtis Estates
D-Cross-D
Deer Creek Estates
Donala
Eastridge Townhomes
Elk Creek Ranches
Equestrian Country
Falcon Forest
Falcon Hills
Falcon Ranches
Forest Green
Forest Heights
Forest Highlands
Forest View Acres
Green Mt. Ranch Estates
Happy Landing Estates
Harmon Hills

Holiday Hills
Jan Lee Estates
Kingswood
Knollwood Estates
Lake Woodmoor Townhouses
Latigo
McClintock Station
Meadow Lake Airport
Meadow Lake Estates
Mining Museum #1
Monument Hills
Mount Herman Estates
Overlook Estates
Panoramic Acres
Park Forest Estates
Pawnee Rancheros
Peaceful Valley Country Club Estates
Peaceful Valley Estates
Peaceful Valley Lake Estates
Peyton Pines
Peyton Ranches
Pine Acres
Pine Bluff Estates
Pine Cone Acres
Pine Glen
Pine Hills
Pine Ridge
Pine Wood
Pioneer Village
Pleasant View Estates
Ponderosa Acres
Rancho Industrial Park
Range View Estates
Raspberry Mountain
Reata
Red Rock Ranch
Richardson
Rolling Hills Ranch Estates
Rolling Ridge Rancheros
Shamrock Hills
Shasta Acres
Shiloh Pines
Silver Hills
Shyder
South Forest
Southwood
Spring Crest
Spring Park
Spring Valley
Stillman
Statecoach Springs Estates
Sundance Estates
Sun Hills
Sunny Slope Estates
Sunrise Ranchettes
Table Rock Ranch
Tall Pine
The Dunes at Woodmoor
The Meadows
The Peninsula at Woodmoor
The Woodlands
Timber Lake Estates
Top o' The Moor
Toy Ranches
Vista Clara Villas
Wakonda Hills
Walden
West View Estates

Wildridge
Wildwood
Wildwood Ranch Estates
Wildwood Village
Willow Springs Estates
Woodlake
Woodmoor
Woodmoor Business
Woodmoor Country Club
Woodmoor Forest
Woodmoor Greens
Woodmoor Highlands
Woodmoor Hills
Lake Woodmoor
Woodmoor Lode
Woodmoor Meadows
Woodmoor Nugget
Woodmoor Oaks
Woodmoor Placer
Woodmoor Ridge
Woodmoor Summit
Woodmoor Vista
Wood Crest

And including the following Towns:

(1) Town of Monument, Colorado
(2) Town of Peyton, Colorado
(3) Town of Calhan, Colorado
(4) Town of Elbert, Colorado
(5) Town of Falcon, Colorado
(6) Town of Ramah, Colorado

3. Anyone concerned with the locations of the underground facilities of MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. may obtain information concerning the exact location of its underground cables and facilities from the following person or persons:

DURING REGULAR BUSINESS HOURS
MONDAY THROUGH THURSDAY
7:00 A.M. to 5:30 P.M.

AT LIMON, COLORADO

NAME: Rodney K. Broome
JOB TITLE: Chief Engineer
ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
TELEPHONE NO.: 775-2861

NAME: Loren Gilchrist
JOB TITLE: Engineer
ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
TELEPHONE NO.: 775-2861

AT COLORADO SPRINGS, COLORADO

NAME: Howard Pease
JOB TITLE: Engineering Coordinator
ADDRESS: 11140 East Woodmen Road
Peyton, Colorado 80908
TELEPHONE NO.: 495-2283

NAME: K. C. Tyler
JOB TITLE: District Superintendent
ADDRESS: 11140 East Woodmen Road
Peyton, Colorado 80908
TELEPHONE NO.: 495-2283

FRIDAY, SATURDAY, SUNDAY, HOLIDAYS, AND
AFTER 5:30 P.M. ON ANY REGULAR BUSINESS DAY

AT LIMON, COLORADO

NAME: Rodney K. Broome
JOB TITLE: Chief Engineer
ADDRESS: 783½ "D" Avenue
Limon, Colorado 80828
TELEPHONE NO.: 775-2770

NAME: Loren Gilchrist
JOB TITLE: Engineer
ADDRESS: 220 "B" Avenue
Limon, Colorado 80828
TELEPHONE NO.: 775-2336

IF UNABLE TO REACH ANYONE AT THE ABOVE TWO NUMBERS, CALL 775-2861.

AT COLORADO SPRINGS, COLORADO

NAME: Howard Pease
JOB TITLE: Engineering Coordinator
ADDRESS: 1210 Montezuma
Colorado Springs, Colorado 80908
TELEPHONE NO.: 598-2854

NAME: K. C. Tyler
JOB TITLE: District Superintendent
ADDRESS: 3196 Montebello Drive West
Colorado Springs, Colorado 80918
TELEPHONE NO.: 594-6495

IF UNABLE TO REACH ANYONE AT THE ABOVE TWO NUMBERS, CALL 495-2283.

DATED: May 5, 1983.

MOUNTAIN VIEW ELECTRIC
ASSOCIATION, INC.

BY: _____
John A. Rohr, General Manager

STATE OF COLORADO)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 5th day of May, 1983, by John A. Rohr, General Manager of MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

WITNESS my hand and official seal.

My Commission Expires: My Commission Expires February 16, 1987

_____
NOTARY PUBLIC

~~1655 Fifth Street~~
~~Limon, Colorado 80828~~
Notary's Street Address

ELLEN L. COPLEY NOTARY PUBLIC (SEAL)

Commissioner Campbell moved adoption of the following Resolution:

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

RESOLUTION NO. 89-140, Land Transfer-9

WHEREAS, El Paso County ("County") agreed to vacate certain right-of-way situated in the northern portion of the County in exchange for donated rights-of-way to straighten Vollmer Road; and

WHEREAS, El Paso County accepted such right-of-way, recorded at Book 2678, Page 431, and Book 5054, Page 1178, of the records of the El Paso County Clerk and Recorder; and

WHEREAS, the County no longer requires the following right-of-way which is also described in the attached Exhibit A:

A strip of land known as Vollmer Road situated in the Northeast quarter of the Northeast quarter Section 28 and in the East half of the Southeast quarter of Section 21, all in Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 28, run thence Easterly on the south line thereof a distance of 1,000 feet more or less, thence traverse left Northeasterly and Northerly, a distance of 480 feet more or less to the Easterly line of said Section 28, thence Northerly on the Easterly line there of a distance of 1,000 feet, more or less to the Northeast corner of said Section 28, thence run Northwesterly a distance of 715 feet more or less, thence Northeasterly a distance of 690 feet, more or less to intersect the centerline of Vollmer Road as now constructed.

Except from the above-described tract all those portions within the rights-of-way of Vollmer Road as now relocated.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves the vacation of the aforementioned right-of-way for road purposes;

BE IT FURTHER RESOLVED that this Resolution shall be recorded with the El Paso County Clerk and Recorder.

DONE THIS 8th day of May, 1989, at Colorado Springs, Colorado.

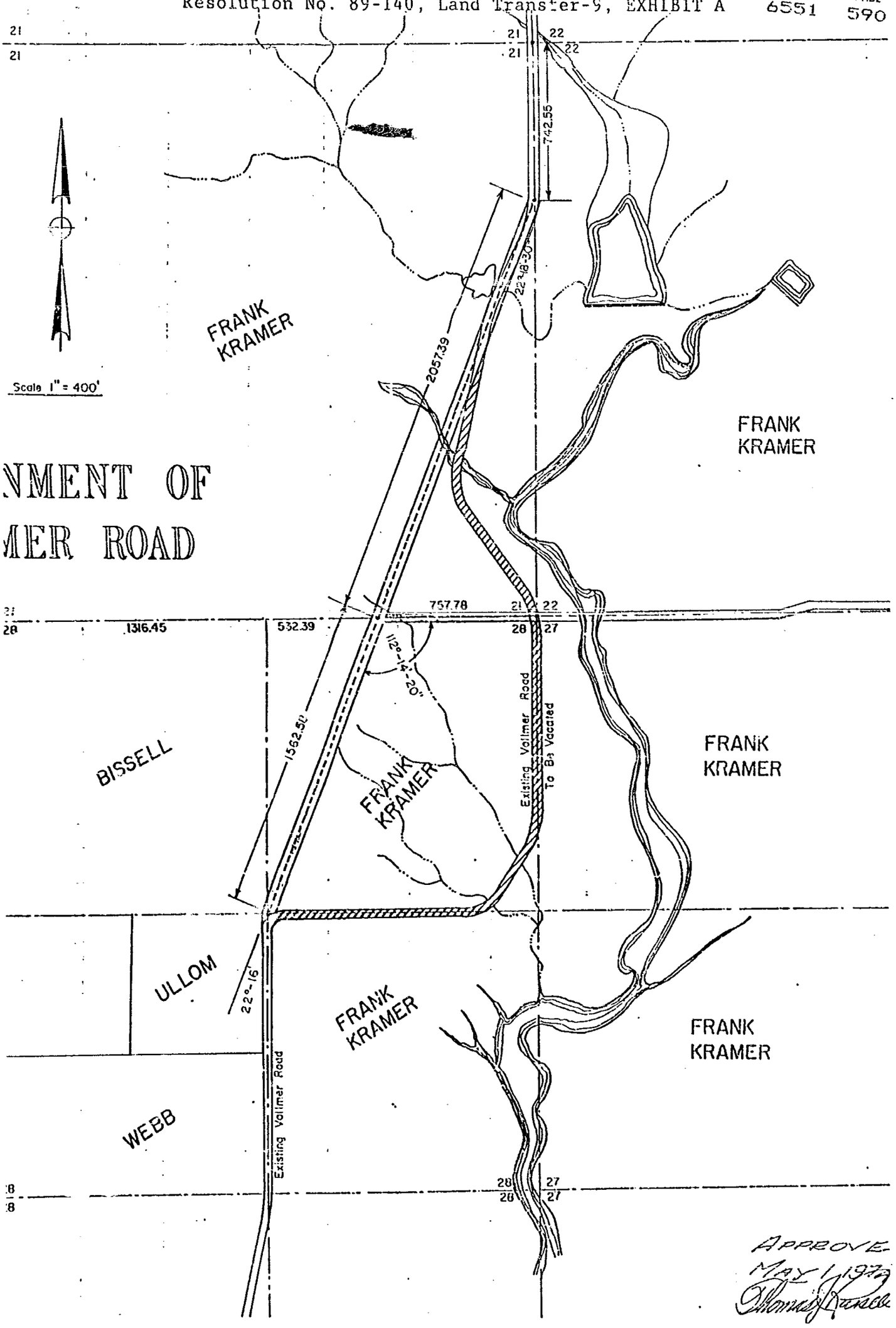
BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By _____
Chairman

_____
Deputy County Clerk

Commissioner Morrison seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.



APPROVED
MAY 1, 1989
Thomas J. Ramsey

FINAL PLAT

STIMPLE SUBDIVISION FILING NO. 1

15515

A PORTION OF SECTIONS 21 AND 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT STIMPLE FAMILY LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, BEING MONUMENTED AT THE WEST END BY A NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "OLIVER E. WATTS, DO NOT DISTURB, E. 1/16, S21, S28, 2010, SURVEY MARK, PE-LS 9853" FOUND FLUSH WITH GRADE AND MONUMENTED ON THE EAST END BY A NO. 6 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "T12S 65W, S21 S22, S28 S27, 2006, PLS 10376" FOUND 0.6 FEET BELOW GRADE, AND IS DETERMINED FROM GPS OBSERVATIONS TO BEAR NORTH 89°40'23" EAST A DISTANCE OF 1313.53 FEET.

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 21;

THENCE NORTH 00°36'50" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE BEING 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 21, SAID LINE ALSO BEING THE NORTHERLY BOUNDARY LINE OF RETREAT AT TIMBERRIDGE FILING NO. 3 RECORDED OCTOBER 1, 2024 UNDER RECEPTION NUMBER 224715418 IN THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE WESTERLY, ON SAID NORTHERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) THENCE SOUTH 89°40'23" WEST A DISTANCE OF 348.93 FEET, TO A TANGENT CURVE, HAVING A RADIUS OF 560.00 FEET, WHOSE CENTER BEARS NORTHERLY;

2) THENCE WESTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°59'33", AN ARC DISTANCE OF 175.86 FEET TO A SOUTHEAST BOUNDARY CORNER OF BLACK FOREST TRAILS ASSOCIATION, INC. SUBDIVISION EXEMPTION PLAT RECORDED AUGUST 15, 2023 UNDER RECEPTION NUMBER 222715180 RECORDS OF EL PASO COUNTY;

THENCE NORTHERLY, ON SAID EASTERLY BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES:

1) NORTH 00°00'57" WEST A DISTANCE OF 203.32 FEET;

2) THENCE NORTH 21°41'10" EAST A DISTANCE OF 1,163.33 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED JANUARY 16, 2018 UNDER RECEPTION NUMBER 218005438, RECORDS OF EL PASO COUNTY;

THENCE SOUTHERLY, ON SAID WESTERLY BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES:

1) THENCE SOUTH 03°17'03" WEST A DISTANCE OF 1,004.34 FEET;

2) THENCE SOUTH 45°30'49" EAST A DISTANCE OF 431.40 FEET TO A POINT ON A LINE BEING 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SAID LINE ALSO BEING THE NORTHERLY BOUNDARY LINE OF SAID RETREAT AT TIMBERRIDGE FILING NO. 3;

THENCE SOUTH 88°38'55" WEST, ON SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 158.04 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION PRODUCES A CALCULATED AREA OF 330,364 SQUARE FEET (7.58411 ACRES).

OWNERS CERTIFICATE:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO A LOT, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF STIMPLE SUBDIVISION FILING NO. 1. ALL PUBLIC IMPROVEMENTS SO PLATTED ARE HEREBY DEDICATED TO PUBLIC USE AND SAID OWNER DOES HEREBY COVENANT AND AGREE THAT THE PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED TO EL PASO COUNTY STANDARDS AND THAT PROPER DRAINAGE AND EROSION CONTROL FOR SAME WILL BE PROVIDED AT SAID OWNER'S EXPENSE, ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO. UPON ACCEPTANCE BY RESOLUTION, ALL PUBLIC IMPROVEMENTS SO DEDICATED WILL BECOME MATTERS OF MAINTENANCE BY EL PASO COUNTY, COLORADO. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

OWNER:

THE AFOREMENTIONED, STIMPLE FAMILY LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP HAS EXECUTED THIS INSTRUMENT THIS 10TH DAY OF December, 20 24 A.D.

BY: _____.
DOUGLAS M. STIMPLE, PARTNER, STIMPLE FAMILY LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)

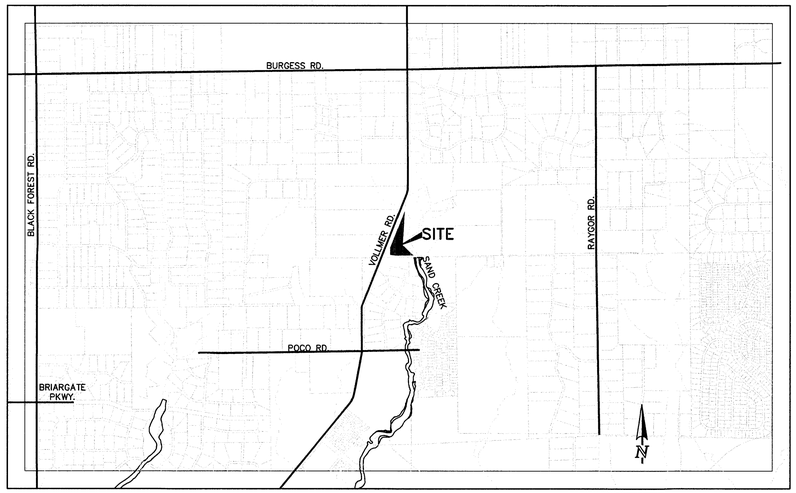
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10TH DAY OF December, 2024 A.D. BY DOUGLAS M. STIMPLE, PARTNER, STIMPLE FAMILY LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 12-02-2025

CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021716
MY COMMISSION EXPIRES DECEMBER 02, 2025

NOTARY PUBLIC



VICINITY MAP
1"=2000'

GENERAL NOTES:

1. THE DATE OF PREPARATION IS NOVEMBER 20, 2024.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE TOTAL NUMBER OF LOTS BEING PLATTED IS 1.
4. FLOODPLAIN STATEMENT: THIS SITE, STIMPLE SUBDIVISION FILING NO. 1, IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 08041C0535G, DATED DECEMBER 7, 2018.
5. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN OR FINAL PLAT FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: DRAINAGE REPORT; WATER RESOURCES REPORT; WASTEWATER DISPOSAL REPORT; GEOLOGY AND SOILS REPORT; FIRE PROTECTION REPORT; WILDFIRE HAZARD REPORT; NATURAL FEATURES REPORT;
6. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THE PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNER UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS
7. ALL EXTERIOR SUBDIVISION BOUNDARIES ARE HEREBY PLATTED WITH A 20 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.
8. DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF A APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF PARKS AND WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORP. OF ENGINEERS, THE U.S. FISH & WILDLIFE SERVICE AND/OR COLORADO DEPARTMENT OF WILDLIFE REGARDING THE ENDANGERED SPECIES ACT.
9. THE ADDRESS (8740) EXHIBITED ON THIS PLAT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT THE LEGAL DESCRIPTION AND IS SUBJECT TO CHANGE.
10. A DRIVEWAY PERMIT IS REQUIRED TO BE APPLIED FOR AND APPROVED BY EL PASO COUNTY PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY.
11. A MAILBOX SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY DEPARTMENT OF PUBLIC WORKS AND UNITED STATES POSTAL SERVICE REGULATIONS.
12. INDIVIDUAL LOT OWNER IS RESPONSIBLE FOR CONSTRUCTING DRIVEWAY, INCLUDING NECESSARY DRAINAGE CULVERTS PER LAND DEVELOPMENT CODE SECTION 6.3.3.C.2 AND 6.3.3.C.3..
13. APPROVAL OF THIS PLAT HEREBY VACATES AND RELEASES ANY RIGHTS EL PASO COUNTY MAY HAVE ACQUIRED OR BE ENTITLED TO IN THE 30 FEET ON EACH OF THE SECTION LINES RECORDED ON NOVEMBER 29, 1922 IN BOOK 565 AT PAGE 346 AND ON MAY, 06 1924 IN BOOK 565 AT PAGE 430, AS THEY MAY AFFECT THIS PLAT.
14. STIMPLE FAMILY LLLP IS RESPONSIBLE FOR EXTENDING UTILITIES TO THE LOT OR BUILDING SITE.

    WATER SERVICE IS PROVIDED BY FALCON AREA WATER & WASTEWATER AUTHORITY
    WASTEWATER SERVICE IS PROVIDED BY OWNER AS ON-SITE SEPTIC SYSTEM.
    ELECTRIC SERVICE FOR THIS SUBDIVISION IS PROVIDED BY MOUNTAIN VIEW ELECTRIC ASSOCIATION SUBJECT TO THE PROVIDERS RULES, REGULATIONS AND SPECIFICATIONS.
    GAS SERVICE FOR THIS SUBDIVISION IS PROVIDED BY BLACK HILLS ENERGY SUBJECT TO THE PROVIDERS RULES, REGULATIONS AND SPECIFICATIONS.
15. SEWAGE TREATMENT IS THE RESPONSIBILITY OF EACH PROPERTY OWNER. THE EL PASO COUNTY HEALTH DEPARTMENT MUST APPROVE EACH SYSTEM AND IN SOME CASES THE DEPARTMENT MAY REQUIRE AN ENGINEERED SYSTEM PRIOR TO PERMIT APPROVAL.

GENERAL NOTES CONT'D.:

16. FIRE PROTECTION IS BY BLACK FOREST FIRE PROTECTION DISTRICT.
    DUE TO WILDFIRE CONCERNS, HOMEOWNERS ARE ENCOURAGED TO INCORPORATE WILDFIRE FUEL BREAK PROVISIONS AS RECOMMENDED BY THE COLORADO STATE FOREST SERVICE AND ILLUSTRATED THROUGH PUBLICATIONS AVAILABLE THROUGH THE STATE FOREST SERVICE.
17. A LETTER OF COMPLIANCE HAS BEEN RECEIVED FROM THE COLORADO STATE FOREST SERVICE, FIRE DEPARTMENT, FIRE MARSHAL, OR OTHER QUALIFIED PROFESSIONAL STATING PRACTICES DESIGNED TO REDUCE WILDFIRE HAZARDS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE WILDLAND FIRE AND HAZARD MITIGATION PLAN. SUCH WORK MAY INCLUDE, BUT IS NOT NECESSARILY LIMITED TO THE FOLLOWING:
    - FOREST-WIDE THINNINGS
    - FUELBREAK THINNINGS
    - PRUNINGS
    - DEBRIS DISPOSAL
18. ALL STRUCTURAL FOUNDATIONS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER CURRENTLY LICENSED IN THE STATE OF COLORADO
19. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND TITLE OF RECORD, CLASSIC CONSULTING ENGINEERS AND SURVEYORS AND THE SURVEYOR OF RECORD RELIED UPON THE TITLE COMMITMENT ORDER NUMBER RND55118276 PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF AUGUST 17, 2024 AT 5:00 P.M.
20. RESERVATION BY KAY JUANITA MCGINNIS AND JOAN CHARLEEN CORNELL AND RITA ANN O'DELL AND CHARLES L. O'DELL IN DEED RECORDED NOVEMBER 15, 2016 AT RECEPTION NO. 216132317 OF ANY AND ALL RIGHTS TO ANY AND ALL OIL, GAS AND OTHER MINERALS UNDER SAID LANDS TOGETHER WITH THE RIGHT OF SURFACE ENTRY.
21. THIS LOT HAS BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS. MITIGATION MEASURES AND A MAP OF THE HAZARD AREA CAN BE FOUND IN THE REPORT "SOILS AND GEOLOGY STUDY VOLLMER AND ARROYA LANE" BY ENTECH ENGINEERING, INC. DATED OCTOBER 4, 2024 IN FILE PCD FILE NO. MS244 AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.

    POTENTIAL EXPANSIVE SOILS: WITHIN THE LOT AND POTENTIAL BUILDING SITE

    POTENTIAL SHALLOW GROUNDWATER: ONLY LOCATED AT NORTH END OF THE LOT AND ALL CONTAINED WITHIN THE "PUBLIC DRAINAGE EASEMENT" AREA. NO BUILDINGS OR SEPTIC SYSTEMS ARE ALLOWED IN THIS AREA.

    SHALLOW BEDROCK: WITHIN THE LOT AND POTENTIAL BUILDING SITE

22. ONCE THE BUILDING LOCATION HAS BEEN IDENTIFIED AND PRIOR TO THE BUILDING PERMIT APPLICATION, ADDITIONAL SITE-SPECIFIC SUBSURFACE SOIL INVESTIGATION WILL BE REQUIRED TO DETERMINE FOUNDATION AND POTENTIAL SUBSURFACE DRAINAGE DESIGN.
23. THE SUBDIVIDER AGREES ON BEHALF OF HIM/HERSELF AND ANY DEVELOPER OR BUILDER SUCCESSORS AND ASSIGNEES THAT SUBDIVIDER AND/OR SAID SUCCESSORS AND ASSIGNS SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 19-471), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS. THE FEE OBLIGATIONS, IF NOT PAID AT FINAL PLAT RECORDING, SHALL BE DOCUMENTED ON ALL SALES DOCUMENTS AND ON PLAT NOTES TO ENSURE THAT A TITLE SEARCH WOULD FIND THE FEE OBLIGATION BEFORE SALE OF THE PROPERTY.
24. PER ECM SECTION I.7.1.B.5, THE RESIDENTIAL LOTS IMPERVIOUS AREA MAY NOT EXCEED 10 PERCENT UNLESS A STUDY IS PREPARED IN COMPLIANCE WITH THE REQUIREMENTS LAID OUT IN THE ABOVE ECM SECTION AND THE IMPERVIOUS AREA MAY NOT EXCEED 20 PERCENT. THIS IMPERVIOUS AREA OF EACH LOT MUST INCLUDE THE PROPOSED DRIVEWAY.

SUMMARY TABLE:

LOTS	SQUARE FEET	PERCENTAGE	OWNER	MAINTENANCE
LOTS (1 LOT)	330,364	100%	OWNER OF RECORD	OWNER OF RECORD

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS JR., A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DATE OF SURVEY, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISION, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISION OF THE EL PASO COUNTY LAND DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS 21ST DAY OF NOVEMBER, 2024

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR ROBERT LEE MEADOWS JR. 34977 11/21/24

ROBERT L. MEADOWS JR., COLORADO P.L.S. NO. 34977
PREPARED FOR AND ON BEHALF OF
CLASSIC CONSULTING,
ENGINEERS AND SURVEYORS, LLC.

NOTICE:

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

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

THIS PLAT FOR STIMPLE SUBDIVISION NO. 1 WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE 13TH DAY OF FEBRUARY, 2025 SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL. THE DEDICATIONS OF EASEMENTS TO THE PUBLIC ARE ACCEPTED, BUT PUBLIC IMPROVEMENTS THEREON WILL NOT BECOME THE MAINTENANCE RESPONSIBILITY OF EL PASO COUNTY UNTIL PRELIMINARY ACCEPTANCE OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE AND ENGINEERING CRITERIA MANUAL, AND THE SUBDIVISION IMPROVEMENTS AGREEMENT.

Carrie Geitner — 5/13/25
CHAIR, BOARD OF COUNTY COMMISSIONERS — DATE

Meggan Herington — 5/7/25
EXECUTIVE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT — DATE

CLERK AND RECORDER:

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 8:26 O'CLOCK A .M. THIS 14TH DAY OF May, 2025 A.D., AND IS DULY RECORDED AT RECEPTION NO. 225715515 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

DRAINAGE: $10,252.80 (SAND CREEK)

BRIDGE FEES: $5,556.52 (SAND CREEK)

REGIONAL PARK: $505.00 (AREA 2)

SCHOOL FEE: $306.00 (DISTRICT 20)

SHEET 1 OF 2
NOVEMBER 20, 2024
JOB NO. 1185.80
STIMPLE SUBDIVISION
FILING NO. 1

OWNER
STIMPLE FAMILY LLLP, A COLORADO
LIMITED LIABILITY LIMITED PARTNERSHIP
14842 LONGWALL DRIVE
COLORADO SPRINGS, CO 80908

CLASSIC CONSULTING
619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719)785-0790

PCD FILE: MS244

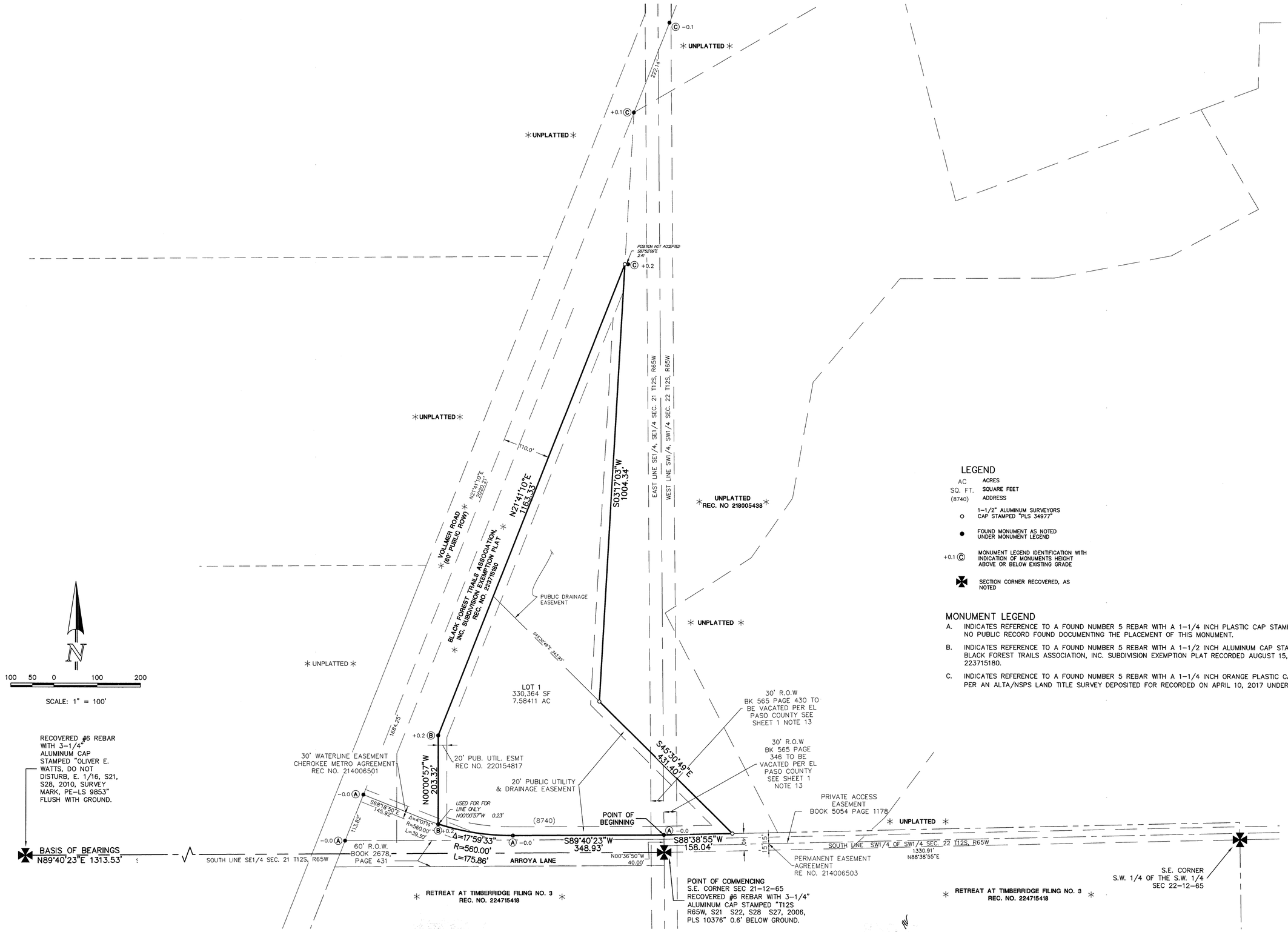
125-58 1/3

\\SVR-CSCO-CES01\CCESNEW\118580\DRAWINGS\SURVEY\PLAT\118580P1.DWG

FINAL PLAT
STIMPLE SUBDIVISION FILING NO. 1

15515

125-58 2/3



LEGEND

AC	ACRES
SQ. FT.	SQUARE FEET
(8740)	ADDRESS
○	1-1/2" ALUMINUM SURVEYORS CAP STAMPED "PLS 34977"
●	FOUND MONUMENT AS NOTED UNDER MONUMENT LEGEND
+0.1 Ⓒ	MONUMENT LEGEND IDENTIFICATION WITH INDICATION OF MONUMENTS HEIGHT ABOVE OR BELOW EXISTING GRADE
✠	SECTION CORNER RECOVERED, AS NOTED

MONUMENT LEGEND

A. INDICATES REFERENCE TO A FOUND NUMBER 5 REBAR WITH A 1-1/4 INCH PLASTIC CAP STAMPED "EDWARD JAMES PLS 37909". NO PUBLIC RECORD FOUND DOCUMENTING THE PLACEMENT OF THIS MONUMENT.

B. INDICATES REFERENCE TO A FOUND NUMBER 5 REBAR WITH A 1-1/2 INCH ALUMINUM CAP STAMPED "EPCDPWP LS 38701", PER BLACK FOREST TRAILS ASSOCIATION, INC. SUBDIVISION EXEMPTION PLAT RECORDED AUGUST 15, 2023 UNDER RECEPTION NUMBER 223715180.

C. INDICATES REFERENCE TO A FOUND NUMBER 5 REBAR WITH A 1-1/4 INCH ORANGE PLASTIC CAP STAMPED "M&S CIVIL PLS 32820" PER AN ALTA/NSPS LAND TITLE SURVEY DEPOSITED FOR RECORDED ON APRIL 10, 2017 UNDER RECEPTION NUMBER 217900058.

SHEET 2 OF 2
NOVEMBER 20, 2024
JOB NO. 1185.80
STIMPLE SUBDIVISION
FILING NO. 1

CLASSIC CONSULTING
619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719)785-0790

PCD FILE: MS244

N: \118580\DRAWINGS\SURVEY\PLAT\118580P2.DWG

SUBDIVISION/CONDOMINIUM PLAT

Reception Number **Date** **Time**

Reception Fee **Number of Pages** **File Number**

Stimple Subdivision Filing No 1
Name of Plat

Stimple Family LLLP
Owner's Name

Subdivision ☒ **Condominium** ☐

C&R/016 Revised 6/06

Steve Schleiker
05/14/2025 08:26:07 AM
Doc $0.00 2
Rec $23.00 Pages

El Paso County, CO
225715515

226070719 7/24/2026 2:14 PM
PGS 3 $43.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

RETURN RECORDED DOCUMENT TO:
9220 Arroya Lane, Colorado Springs, CO 80908

Document Fee: $0.00

QUITCLAIM DEED

THIS QUITCLAIM DEED dated 24 day of July, 2026, is made between Arroya Ponds 26, LLC, a Colorado limited liability company, Edward M. Cooke, and Holly A. Pilbrow ("Grantor"), of the County of El Paso and the State of Colorado

AND

Timbers of Black Forest Subdivision 2025, LLC, a Colorado limited liability company ("Grantee"), of the County of El Paso and the State of Colorado,

WITNESS, that the Grantor(s), for and in consideration of TEN DOLLARS AND 00/100 (U.S. $10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto the Grantee, in **SEVERALTY** and the heirs, successors and assigns of the Grantee forever, all the right, title and interest claim and demand which the Grantor has in and to the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **El Paso** and State of Colorado, described as follows:

See Exhibit "A"

ALSO KNOWN AS: TBD Vacant Lot **El Paso County, Colorado**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, unto the Grantee, and the heirs, successors and assigns of the Grantee forever.

EXECUTED AND DELIVERD by Grantor on the date first set forth above.

Arroya Ponds 26, LLC, a Colorado Limited Liability Company

By: Michael Turner, Member

Edward M. Cooke

Holly A. Pilbrow

State of: **Colorado** }
} ss.
County of: **El Paso** }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 24, day of July, 2026, by Michael Turner as Member of Arroya Ponds 26, LLC, a Colorado Limited Liability Company.

My Commission expires:

AMANDA SCHIRM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047304
MY COMMISSION EXPIRES DECEMBER 15, 2026

Witness my hand and official seal.

Notary Public

Add. Piece

Quitclaim Deed

State of: **Colorado** }
} ss.
County of: **El Paso** }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 24, day of July, 2026, by Edward M. Cooke.

My Commission expires:

AMANDA SCHIRM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047304
MY COMMISSION EXPIRES DECEMBER 15, 2026

Witness my hand and official seal.

Notary Public

State of: **Colorado** }
} ss.
County of: **El Paso** }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 24, day of July, 2026, by Holly A. Pilbrow.

My Commission expires:

AMANDA SCHIRM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047304
MY COMMISSION EXPIRES DECEMBER 15, 2026

Witness my hand and official seal.

Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

Exhibit "A"

A portion of the Parcel 1 South described in General Warranty Deed filed for record October 1, 2025 under Reception No. 225085554 located in a portion of the Southwest Quarter of Section 22, Township 12 South, Range 65 West of the 6TH P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the Southwest corner of Section 22; thence North 0 degrees 37 minutes 10 seconds West along the west line of said Section 22 (the Basis of Bearings for this legal description is the west line of said Parcel 1 South, monumented at the south end by a found 1 1/2" aluminum cap, PLS 34977 and at the north end by a found No. 5 rebar & orange cap, PLS 32820, assumed to bear North 3 degrees 17 minutes 05 seconds East), 40.00 feet to a point on the south line of Stimple Subdivision No. 1, filed for record May 14, 2025 under Reception No. 225715515 also being the north right-of-way line of Arroya Lane; thence North 88 degrees 42 minutes 35 seconds East along the south line of said Stimple Subdivision and the north Right-of-Way line of Arroya Lane, 158.11 feet to the southeast corner of said Stimple Subdivision; thence continuing along the north Right-of-Way line of Arroya Lane North 88 degrees 34 minutes 05 seconds East, 104.80 feet; thence departing the north Right-of-Way line of Arroya Lane and running along the east line of said Parcel 1 South the following five (5) courses:

1) thence North 27 degrees 23 minutes 34 seconds West, 566.68 feet;
2) thence North 57 degrees 24 minutes 10 seconds East, 235.42 feet;
3) thence North 35 degrees 00 minutes 33 seconds East, 167.35 feet;
4) thence North 9 degrees 56 minutes 59 seconds East, 270.05 feet;
5) thence North 40 degrees 09 minutes 31 seconds East, 310.59 feet to the Point of Beginning of the parcel herein described;

thence North 40 degrees 09 minutes 31 seconds East, 188.04 feet;
thence North 69 degrees 35 minutes 06 seconds East, 426.85 feet;
thence South 44 degrees 13 minutes 21 seconds East, 271.53 feet;
thence South 61 degrees 51 minutes 35 seconds West, 94.39 feet;
thence South 79 degrees 16 minutes 58 seconds West, 276.19 feet;
thence South 89 degrees 39 minutes 20 seconds West, 356.09 feet to the Point of Beginning.

Containing a calculated area of 118,737 square feet or 2.7258 acres, more or less.

J. Patrick Kelly El Paso Cty,CO 201185017
12/17/2001 04:26
Doo $0.00 Page
Rec $5.00 1 of 1

STATE OF COLORADO

DIVISION OF LOCAL GOVERNMENT

Department of Local Affairs

Bill Owens
Governor

Bob Brooks
Executive
Director

NOTICE OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS

CRS 32-1-1604 (SB 92-143)

Name of District: Black Forest Fire/Rescue Protection District

Principal Amount: $ 2,680,000 ***Average Interest Rate:*** 4.90 %

Name of Bond Issue: Black Forest Fire/Rescue Protection District, El Paso County, Colorado General Obligation Bonds Series 2001

Credit Enhancement: Municipal Bond Insurance Policy provided by Financial Security Assurance

Rating: "AAA" ***Dated as of:*** December 1, 2001 ***Final Maturity Date:*** December 1, 2021

Underwriter: Wells Fargo Brokerage Services, LLC
(Name)

1700 Broadway, MAC C7322-026
(Address)

Denver, Colorado 80274
(City/State/Zip)

Bond Counsel: Brownstein Hyatt & Farber, P.C.
(Name)

410 17th Street, 22nd Floor
(Address)

Denver, Colorado 80202
(City/State/Zip)

Contact Person for the District: Donna Arkowski, Secretary

Address: 12510 Black Forest Road

City/State/Zip: Colorado Springs, Colorado 80908

Phone Number: (719) 495-4300

Record with the County Clerk and Recorder within 30 days of Authorization of Issuance of Debt.
Send Copy to the Division of Local Government: 1313 Sherman Street, Room 521, Denver, CO 80203.

FORM DLG-32 (1998)

15

Return to:
Mountain View Electric Association, Inc.
11140 E. Woodmen Road
Falcon, CO 80831

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, W. D. Brooks

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a cooperative corporation, whose postoffice address is Colorado Springs, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of El Paso, State of Colorado, and more particularly described as follows:

MV-14 Southeast quarter of Section 21, Township 12, Range 65;

Northeast quarter of the Northeast quarter of Section 28, Township 12, Range 65, El Paso County, Colorado.

ROBERT C. "BOB" BALINK El Paso County, CO
12/10/2007 12:02:57
Doc $0.00 Page
Rec $6.00 1 of 1
207156760

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Federal Land Bank of Wichita, and Mrs. Florence Hubbard, Cabool, Missouri.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 7th day of March, 1941.

W. D. Brooks (SEAL)

(SEAL)

STATE OF COLORADO,)
) SS.
COUNTY OF El Paso

I do hereby certify that W. D. Brooks personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument of writing as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 7th day of March A. D. 1941

LUCILLE HASBROUCK NOTARY PUBLIC EL PASO COUNTY, COLORADO

My commission expires:
October 9, 1944

Lucille Hasbrouck
Notary Public

WAYNE W. WILLIAMS El Paso County, CO
01/27/2014 09:51:10 AM
Doc $0.00 Page
Rec $46.00 1 of 8
214006502

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective JANUARY 24, 2014, by and between Kay Juanita McGinnis, Joan Charleen Cornell and Rita Ann O'Dell (collectively "Grantor"), whose address is P O Box 706, Breckenridge, CO 80424, and the Cherokee Metropolitan District, a Colorado Title 32 Special District ("District"), whose legal address is 6520 Palmer Park Boulevard, Colorado Springs, Colorado 80915 ("Grantee") Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties "

Recitals

WHEREAS, Grantee is constructing a well field, water collection and water transmission pipeline in northern El Paso County, Colorado, known as the Sundance Water Supply Project (the "Project"), and,

WHEREAS, Grantee has determined that it requires certain property rights from Grantor in order to construct and install Improvements (as defined in Section 1 below) for the Project within the Grantor's property,

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, permanent easement to enter, occupy, and use the real property legally described in **Exhibit "A"** attached hereto and depicted in **Exhibit "B"**, to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, meters, valves, hydrants, manholes, access roads or other necessary utility structures for the Project and all necessary appurtenances thereto, including, but not limited to, electric or other control systems, wires, connections, and minor surface appurtenances ("Improvements"), but specifically excluding tanks, and to make cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across the property described in Exhibit "A" (the Easement")

2. **No Warranties.** Grantee acknowledges Grantor has not made, and by entering into this Agreement does not make, any representation or warranty regarding the subject matter of this Agreement or the condition of or title to the Easement, including but not limited to its suitability for Grantee's intended use Grantee further acknowledges that the Easement is encumbered by various deed restrictions, easements and encumbrances of record Grantee accepts the Easement in its present condition "AS IS," "WHERE IS" and "WITH ALL FAULTS "

3. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Easement in the locations described and depicted in Exhibits A and B, and to and from any roads, highways, streets, alleys, which may cross or intersect with any other point of the Easement, in order to perform Grantee's rights in the Easement To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's property

4. **Additional Construction**. Grantee shall have the right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Easement for the purpose authorized in Paragraph 1 above.

PERMANENT EASEMENT AGREEMENT

5. **Grantor's Rights Unaffected.** Except as provided in Section 6 below, Grantor shall retain the right to make full use of the property subject to the Easement, except for such use as might materially interfere with the rights of Grantee in the Easement Grantor shall only perform or permit other persons or entities to perform construction or other work within the Easement after prior written consent by Grantee, which consent shall not be unreasonably withheld Grantor expressly reserves use of the Easement, whether longitudinal or otherwise, for installing the following with written consent from Grantee, which consent shall not be unreasonably withheld pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"), provided however, that the exercise of such rights does not injure or interfere with the Grantee's rights in the Easement including, but not limited to, Grantee's rights of maintenance and reasonable access

6. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Easement including, but not limited to posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, paved or concrete basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to balconies, verandas, porches, building overhangs, or bay windows Without liability for damages, Grantee may remove any structure or building, as defined above, constructed or placed within the Easement Moreover, in no event shall Grantor

   a construct or place, longitudinally along or otherwise within the Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance which may materially interfere with Grantee's Improvements without the prior written consent of Grantee, which consent shall not be unreasonably withheld, or,

   b materially change, by excavation or filling, the present grade or ground level of the Easement without the prior written consent of Grantee, which consent shall not be unreasonably withheld

   Grantor shall not construct new, or alter existing landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Easement which will materially interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access without the prior written consent of Grantee, to which said consent shall not be unreasonably withheld

PERMANENT EASEMENT AGREEMENT

7. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Grantor's Property, whether or not within the Easement, but only if such damage is caused by Grantee's activities within the Easement, including but not limited to the construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Easement to as close to its condition immediately prior to such work as may be reasonably possible Notwithstanding the foregoing, Grantee shall have no obligation to replace any trees removed from the Easement during the initial construction of the Improvements Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace, any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Easement

8. **Maintenance of Easement.** Grantee shall have the perpetual right to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for additional compensation to or damages arising therefrom Provided however, Grantee shall clean up and remove any debris or other materials resulting from such work in a workmanlike manner and Grantee shall promptly restore, replace, or repair the surface of the Easement to as close to its condition immediately prior to such work as may be reasonably possible

9. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements

10. **Nature of Easement and Additional Uses.** The Easement is perpetual and runs with the land It also is deemed to touch and concern the land Grantee shall permit and authorize such other uses of the Easement, not hereby reserved in Grantor, as will not impair Grantee's rights in the Easement subject to the limitations contained herein.

11. **Work Performed.** All work performed under this Agreement shall be performed in a workmanlike manner and in accordance with the relevant best industry and professional standards Grantee shall comply with all applicable laws, orders, ordinances, rules or regulations enacted by any public body having jurisdiction Grantee will erect and maintain safeguards for safety and protection as necessary

12. **Indemnity/Liability.** Grantor shall fully protect, defend, indemnify and hold harmless Grantee, the District, its officers, directors, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with Grantor's activities within the Easement To the extent permitted by law, Grantee shall fully protect, defend, indemnify and hold harmless Grantor, its officers, directors, members, managers, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with Grantee's Improvements and its activities within the Easement

13. **Waiver.** The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default

14. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado

15. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.

16. **No Third Party Beneficiaries.** Except as expressly provided otherwise, this Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right

17. **Severability.** The provisions of this Agreement are severable Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

18. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.

19. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice") Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein

    Grantee:
    Cherokee Metropolitan District
    ATTN. General Manager
    6520 Palmer
    Park Boulevard
    Colorado Springs, CO 80915

    Grantor:
    Kay Juanita McGinnis, Joan Charleen Cornell and Rita Ann O'Dell
    P O Box 706
    Breckenridge, CO 80424

20. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties

PERMANENT EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written

GRANTOR:

Kay Juanita McGinnis

Kay Juanita McGinnis

Joan Charleen Cornell

Joan Charleen Cornell

Rita Ann O'Dell

Rita Ann O'Dell

STATE OF COLORADO)
) ss
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 15th day of Summit, 2014 by Kay Juanita McGinnis

Witness my hand and official seal

My Commission Expires 2-29-2016

Notary Public

JOY KLEIN NOTARY PUBLIC STATE OF COLORADO

STATE OF Idaho)
) ss
COUNTY OF Kootenai)

The foregoing instrument was acknowledged before me this 22 day of January, 2014 by Joan Charleen Cornell

Witness my hand and official seal.

My Commission Expires: 4-15-19

Notary Public

CARLY MELIUS NOTARY PUBLIC STATE OF IDAHO

5200000280 West

PERMANENT EASEMENT AGREEMENT

STATE OF New Mexico)
) ss
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this 20 day of January, 2014 by Rita Ann O'Dell

Witness my hand and official seal

My Commission Expires.

Notary Public

Official Seal
JACOB BECKHAM
Notary Public
State of New Mexico
My Commission Expires 06-11-16

GRANTEE: Cherokee Metropolitan District, a Colorado Title 32 Special District

By _____

Title General Manager

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2014 by Sean Chambers, as the General Manager of Cherokee Metropolitan District, a Colorado Title 32 Special District

Witness my hand and official seal

My Commission Expires
JUNE 14, 2014

Notary Public

BRADLEY E RODENBERG
Notary Public
State of Colorado
My Commission Expires June 14, 2014

5200000280 West

PARCEL DESIGNATION:	5200000280	DATE:	January 13, 2014
OWNER:	McGINNIS, CORNELL, O'DELL (Owners current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

A 30.00 foot wide permanent easement for waterline purposes, being a portion of the East Half of the Southeast Quarter of Section 21, Township 12 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, the side lines of said easement lie parallel and perpendicular 15.00 feet each side of the following described centerline:

Basis of Bearing:

The East line of the Southeast Quarter of said Section 21, monumented on the south by a 3 1/4" aluminum cap stamped PLS 10376 and on the north by the calculated position as determined by the 60' Witness Corner monumented with a 3 1/4" aluminum cap stamped PLS 9646 and said to bear N00°37'01"W.

COMMENCING at the calculated East Quarter Corner of said Section 21;

Thence along the north line of the Southeast Quarter of said Section 21, S89°21'54"W, a distance of 45.00 feet to a point 15.00 feet west of the west right of way line of Vollmer Road being the Point of Beginning;

Thence 15.00 feet parallel and westerly of said west right of way line, S00°37'01"E, a distance of 733.71 feet;

Thence continuing 15.00 feet parallel and westerly of said west right of way line, S21°41'23"W, a distance of 1892.66 feet;

Thence S68°26'02"E, a distance of 15.00 feet to a point on said west right of way line and being the Point of Terminus.

The side lines of said easement shall be either lengthened or shortened to intersect the west right of way line of Vollmer Road, being the Point of Terminus and the north line of the Southeast Quarter of said Section 21 being the Point of Beginning.

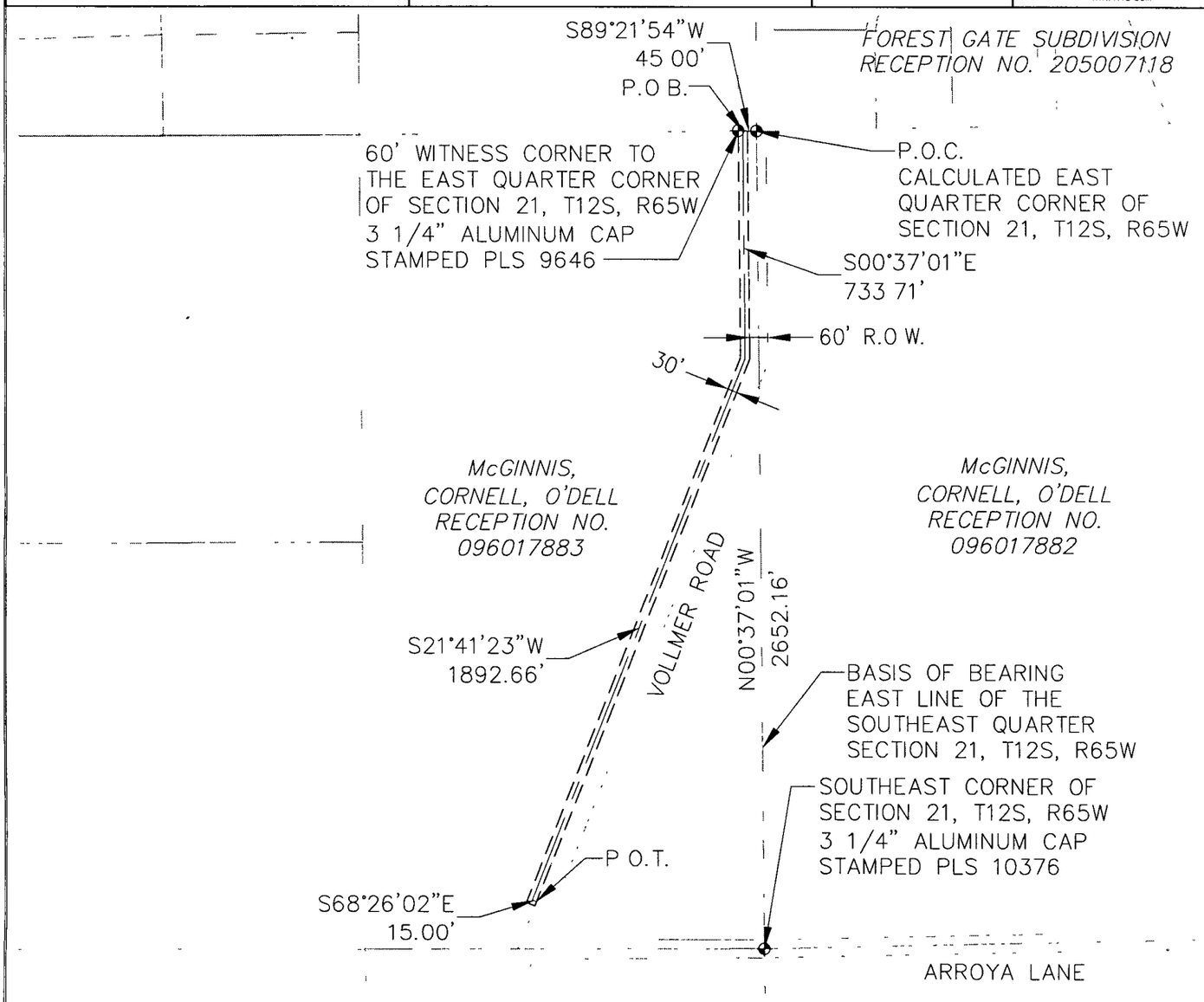
Said easement contains 79,241.34 square feet or 1.82 acres more or less.

EXHIBIT B SKETCH is attached hereto and is only intended to depict EXHIBIT A – Legal Description. In the event that EXHIBIT A contains an ambiguity, EXHIBIT B may be used to solve said ambiguity.



Prepared for and on behalf of Kay McGinnis, Joan Cornell and Rita O'Dell by Lyle G. Bissegger, PLS# 38038 of NV5, Inc., 1975 Research Pkwy., Suite 165, Colorado Springs, Colorado, 80920

DATE 01/13/2014 DRAWN BY CLH CHECKED BY LGB APPROVED BY TWE DRAWING 5200000280Perm-EXB-Rev2	**EXHIBIT B SKETCH** PERMANENT EASEMENT PARCEL #5200000280 SECTION 21, T12S, R65W, 6TH P M EL PASO COUNTY, COLORADO	**McGINNIS CORNELL O'DELL**	NV5 BEYOND ENGINEERING 1975 RESEARCH PARKWAY, SUITE 165 719 268 8500 TEL 719 268 9200 FAX COLORADO SPRINGS, CO 80920 WWW NV5 COM



COLORADO LICENSED
LYLE G BISSEGGER
38038
01/13/14
PROFESSIONAL LAND SURVEYOR

LEGEND:

P.O.C.	POINT OF COMMENCEMENT
P.O B.	POINT OF BEGINNING
P.O T	POINT OF TERMINUS

NV5

500 250 0 500

SCALE: 1" = 500'

SHEET 1 OF 1

NOTES

1 This sketch does not constitute a land survey plat by NV5, Inc , and is only intended to depict Exhibit A – Legal Description In the event that Exhibit A contains an ambiguity, Exhibit B may be used to solve said ambiguity

2 Bearings are based on the east line of the Southeast Quarter of Section 21, monumented on the south by a 3 1/4" aluminum cap stamped PLS 10376 and on the north by the calculated postion as determined by the 60' Witness Corner monumented with a 3 1/4" aluminum cap stamped PLS 9646 and said to bear N00°37'01"W

ADMINISTRATIVELY APPROVED PERMIT
ISSUED TO CONDUCT A
DESIGNATED ACTIVITY OF STATE INTEREST
OR
TO ENGAGE IN DEVELOPMENT IN A
DESIGNATED AREA OF STATE INTEREST
IN
EL PASO COUNTY, COLORADO

Pursuant to Guidelines and Regulations for Areas and Activities of State Interest of El Paso County (the "Regulations") heretofore adopted by the Board of County Commissioners, the Executive Director of the Development Services Department (the "Director"), acting pursuant to Section 2.202 of the Regulations, and on behalf of the Board of County Commissioners, has received an application from **Cherokee Metropolitan District** (hereinafter "Applicant") for an Administratively Approved Permit to conduct the following matter(s) of state interest:

Efficient Utilization of Municipal and Industrial Water Projects

and

Site Section and Construction of Major New Domestic Water and Sewage Treatment Systems and/or Major Extension of Existing Domestic Water and Sewage Treatment Systems

and has approved that application.

This Administratively Approved Permit authorizes the Applicant to conduct the following activity/development:

Construction of Phase 4 of the Cherokee Metropolitan District Sundance Ranch Water Supply Project. Phase 4 is defined as a 12-mile long maximum 24-inch diameter treated water supply pipeline, including blow-offs, fire hydrants, and air/vacuum release vaults extending from the Cherokee Metropolitan District water storage tank site, located at the southwest corner of the Swan Road and Frank Road intersection, to the existing Cherokee Metropolitan District storage tank located east of the Tamlin Road and Marksheffel Road intersection.

On the tracts of land described in Exhibit A (attached).

For the following period: five (5) years expiring April 24, 2019.

In accordance with the plans and/or specifications approved by the Director on April 24, 2014, as well as the guidelines for administration adopted by the County for:

Efficient Utilization of Municipal and Industrial Water Projects

and

Site Section and Construction of Major New Domestic Water and Sewage Treatment Systems and/or Major Extension of Existing Domestic Water and Sewage Treatment Systems

WAYNE W. WILLIAMS
07/31/2014 10:45:36 AM
Doc $0.00 Page
Rec $46.00 1 of 8
El Paso County, CO
214068509

On the condition that the Applicant proceeds in conformity with all applicable federal and state statutes, regulations and permits as well as all applicable local land use controls including, but not limited to, applicable comprehensive or master plans, subdivision regulations, zoning and building codes.

And on the following additional conditions:

1. Prior to excavation or construction, approval of a site development plan by El Paso County Development Services for the pipeline is required. The site development plan application shall include, but is not limited to the following information:

    a. Site development plan drawings;
    b. Grading and erosion control plan;
    c. Erosion and Stormwater Quality Control Permit (ESQCP);
    d. Construction plans for road and drainage improvements, as applicable;
    e. Landscape plans, including detailed revegetation specifications;
    f. Drainage report;
    g. Elevations of any above grade facilities;
    h. Noxious weed management plan;
    i. Colorado Department of Health and Environment (CDPHE)-approved surface and groundwater quality monitoring plans, as applicable;
    j. Approved United States Army Corps of Engineers permit for ground-disturbing activities in wetland areas, if required;
    k. Copies of all approved floodplain development permits; and
    l. Documentation of landowner consent to proceed with construction.

2. The activity shall be conducted in accordance with the regulations of El Paso County and the accompanying documents/reports in the Development Service file for the matter of state interest permit application (AASI-14-003).

3. No expansion, enlargement, or modification of the activity shall be allowed.

4. The hours of operation during the construction and long term maintenance of the facility shall be limited to 7:00 am to 6:00 pm, Monday through Saturday, except in non-typical circumstances. Non-typical circumstances may include 24-hour tunneling operations, extended time needed to expeditiously restore traffic flow and/or public access, extended time needed to ensure public health and safety, or extended time needed to maintain utility service. Approval from the County Engineer shall be obtained prior to commencing work during non-typical circumstances.

5. Any signage must be approved by the El Paso County Development Services Division in accordance with Chapter 6 of the El Paso County Land Development Code pursuant to submittal of an application for a separate sign permit.

6. Site lighting, including temporary lighting, will be limited to that shown on site development plans. Detailed specifications shall be provided. All light fixtures shall be directional and positioned so that the light sources are concealed and fully shielded from adjacent properties and roads.

7. Operations shall comply with the County Noise Ordinance. If complaints occur, the County may require that the Applicant conduct additional testing to determine noise

levels associated with construction or vehicle traffic noise levels. The County may require changes to haul route and/or hours of operation, or noise controls may need to be installed to achieve acceptable levels as defined in the County Noise Ordinance.

8. The applicant shall provide copies of State and County air quality permits with the site development plan application, if such permits are required.

9. The applicant shall comply with all applicable local, State, and federal laws and regulations regarding the use, disposal, storage, and transportation of solid and/or hazardous materials on and off site.

10. The applicant shall comply with federal and state laws, regulations, ordinances, review and permit requirements of applicable agencies including, but not limited to: Colorado Division of Wildlife, Colorado Department of Transportation, Colorado Department of Public Health and Environment, State Engineer's Office, United States Army Corps of Engineers (USACOE), Environmental Protection Agency, FEMA, and the United States Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.

11. Any coordination and/or action required by the United States Fish and Wildlife Service or Colorado Parks and Wildlife which may be necessary to address the avoidance or mitigation of impacts of any current or future federally listed or locally sensitive species shall be considered binding. Copies and/or written notice of all documented coordination and/or required action shall be provided to the Development Services Department within 30 days of receipt by the applicant.

12. Construction Permits, Work in Right-of-Way Permits, and Special Transport Permits shall be obtained where necessary for construction in or through County rights-of-way. Traffic control plans, haul route plans, and Common Use Agreements may also be required.

13. Access Permits shall be obtained for all temporary and permanent accesses to the project from County roads.

14. All construction staging and storage area will require separate temporary use permit approval, unless otherwise anticipated as part of this permit application and the corresponding site development plan application.

15. The applicant shall comply with all applicable local, State, and federal laws and regulations regarding the use, disposal, storage, and transportation of solid and/or hazardous materials on and off site.

16. The applicant shall work with El Paso County Parks to develop an access agreement. Such agreement may include, but may not be limited to, requirements for landscaping, screening, pedestrian improvements, remedial actions, fencing, and signage at or along applicable El Paso County Parks facilities.

NOTE: This permit is issued for those portions of Phase 4 of the Cherokee Metropolitan District Sundance Ranch Water Supply Project that are located within the jurisdiction of El Paso

County, as depicted in the exhibits found in DSD File No. AASI-14-003. The construction of the pipeline within any area that is not within the jurisdiction of El Paso County may require separate permitting from other applicable jurisdictions.

This Administratively Approved Permit shall not be effective until the Applicant has filed the proper security with the Director on behalf of the Permit Authority, pursuant to provisions of the Administrative and Permit Regulations.

This Administratively Approved Permit is valid for use only by the Applicant and may not be transferred. In the event that the Applicant fails to take substantial steps to initiate the above development or activity within twelve (12) months from the date of this permit or, if such steps are taken, in the event the Applicant fails to complete the development or activity with reasonable diligence, this Administratively Approved Permit may be revoked by the Director.

Date: April 24, 2014

EL PASO COUNTY PERMIT AUTHORITY, ACTING THROUGH THE EXECUTIVE DIRECTOR OF THE DEVELOPMENT SERVICES DEPARTMENT

Max L Rothschild PE

By: Max L. Rothschild, P.E., Director

EXHIBIT A

LEGAL DESCRIPTION

A pipeline situated within Sections 9, 10, 15, 16, 21, 22, 27 and 34 all of Township 12 South, Range 65 West, and Sections 3, 10, 15, 16, and 21 all of Township 13 South, Range 65 West, all of the Sixth Principal Meridian, County of El Paso, State of Colorado, whose centerline is specifically described as:

Bearings are based upon the North line of the Northeast Quarter of the Northeast Quarter of said Section 9 as monumented on the west end by a 2.5-inch aluminum cap stamped "PLS 16154" and monumented on the east end by a 3.25-inch aluminum cap stamped "PLS 16154" which is assumed to bear North 89° 01' 44" East;

Commencing at the Northeast Corner of said Section 9;

Thence South 67° 20' 38" West a distance of 790.69 feet to the **Point of Beginning**;

Thence the following one hundred forty-seven (147) courses:

1) North 90° 00' 00" East a distance of 7.66 feet;
2) South 45° 00' 00" East a distance of 21.23 feet;
3) South 03° 00' 00" West a distance of 55.00 feet;
4) South 11° 15' 00" West a distance of 50.00 feet;
5) South 25° 24' 08" West a distance of 114.54 feet;
6) South 25° 06' 08" West a distance of 151.57 feet;
7) South 16° 06' 08" West a distance of 169.78 feet;
8) South 08° 08' 52" East a distance of 44.74 feet;
9) South 33° 38' 52" East a distance of 160.00 feet;
10) South 44° 53' 52" East a distance of 65.00 feet;
11) South 25° 23' 52" East a distance of 82.50 feet;
12) South 01° 03' 12" East a distance of 31.03 feet;
13) South 00° 09' 55" East a distance of 964.00 feet;
14) South 45° 22' 46" East a distance of 32.24 feet;
15) South 32° 45' 32" East a distance of 559.53 feet;
16) South 48° 00' 12" East a distance of 21.52 feet;
17) North 89° 07' 58" East a distance of 410.00 feet;
18) South 45° 52' 02" East a distance of 5.07 feet;
19) South 00° 08' 19" East a distance of 2028.45 feet;
20) South 44° 51' 41" West a distance of 80.22 feet;
21) South 00° 05' 28" East a distance of 840.81 feet;
22) South 42° 42' 06" West a distance of 121.67 feet;
23) South 00° 26' 10" East a distance of 4777.81 feet;
24) South 45° 26' 10" East a distance of 67.07 feet;
25) North 89° 33' 50" East a distance of 30.00 feet;
26) South 46° 17' 52" East a distance of 9.92 feet;
27) South 00° 28' 18" East a distance of 514.64 feet;
28) South 00° 28' 30" East a distance of 267.99 feet;
29) South 44° 30' 40" West a distance of 5.00 feet;
30) South 89° 30' 40" West a distance of 45.00 feet;
31) South 44° 30' 40" West a distance of 6.69 feet;
32) South 00° 12' 53" East a distance of 162.09 feet;

33) South 00° 12' 54" East a distance of 751.89 feet;
34) South 00° 12' 53" East a distance of 129.13 feet;
35) South 00° 12' 55" East a distance of 125.00 feet;
36) South 00° 12' 49" East a distance of 129.95 feet;
37) South 00° 13' 19" East a distance of 87.40 feet;
38) South 00° 12' 52" East a distance of 367.29 feet;
39) South 00° 11' 40" East a distance of 20.33 feet;
40) South 00° 12' 57" East a distance of 117.42 feet;
41) South 00° 37' 07" East a distance of 714.14 feet;
42) South 21° 41' 23" West a distance of 1874.60 feet;
43) South 23° 33' 08" East a distance of 25.67 feet;
44) South 68° 26' 02" East a distance of 377.10 feet;
45) North 89° 50' 12" East a distance of 397.35 feet;
46) North 88° 38' 54" East a distance of 2190.91 feet;
47) South 46° 21' 06" East a distance of 21.21 feet;
48) South 01° 21' 06" East a distance of 330.60 feet;
49) South 46° 21' 06" East a distance of 6.23 feet;
50) North 88° 38' 54" East a distance of 404.52 feet;
51) South 46° 21' 06" East a distance of 5.02 feet;
52) South 00° 09' 15" East a distance of 3069.77 feet;
53) South 00° 47' 20" West a distance of 49.86 feet;
54) South 02° 40' 11" West a distance of 49.59 feet;
55) South 04° 55' 10" West a distance of 69.39 feet;
56) South 08° 06' 47" West a distance of 99.47 feet;
57) South 11° 39' 35" West a distance of 88.07 feet;
58) South 15° 18' 23" West a distance of 104.74 feet;
59) South 18° 26' 29" West a distance of 61.04 feet;
60) South 20° 44' 10" West a distance of 60.30 feet;
61) South 21° 52' 35" West a distance of 676.58 feet;
62) South 21° 12' 25" West a distance of 56.43 feet;
63) South 26° 01' 20" West a distance of 62.96 feet;
64) South 28° 50' 56" West a distance of 56.90 feet;
65) South 32° 00' 02" West a distance of 76.75 feet;
66) South 36° 05' 38" West a distance of 96.82 feet;
67) South 40° 02' 56" West a distance of 70.88 feet;
68) South 43° 46' 13" West a distance of 86.92 feet;
69) South 48° 06' 02" West a distance of 96.69 feet;
70) South 52° 15' 35" West a distance of 79.67 feet;
71) South 55° 48' 05" West a distance of 70.53 feet;
72) South 59° 11' 58" West a distance of 73.57 feet;
73) South 63° 19' 36" West a distance of 101.43 feet;
74) South 68° 04' 21" West a distance of 99.79 feet;
75) South 71° 39' 13" West a distance of 52.06 feet;
76) South 75° 01' 19" West a distance of 90.77 feet;
77) South 77° 09' 45" West a distance of 241.40 feet;
78) South 73° 47' 02" West a distance of 92.53 feet;
79) South 67° 35' 17" West a distance of 77.15 feet;
80) South 62° 00' 10" West a distance of 75.83 feet;
81) South 57° 08' 30" West a distance of 57.33 feet;
82) South 52° 03' 54" West a distance of 81.72 feet;
83) South 46° 51' 33" West a distance of 60.87 feet;

84) South 41° 31' 37" West a distance of 85.18 feet;
85) South 34° 28' 44" West a distance of 107.82 feet;
86) South 28° 21' 12" West a distance of 59.93 feet;
87) South 23° 02' 00" West a distance of 85.79 feet;
88) South 18° 18' 36" West a distance of 43.59 feet;
89) South 15° 05' 49" West a distance of 44.44 feet;
90) South 13° 28' 29" West a distance of 1016.87 feet;
91) South 31° 31' 31" East a distance of 7.56 feet;
92) South 76° 31' 31" East a distance of 2865.30 feet;
93) South 75° 36' 23" East a distance of 55.43 feet;
94) South 78° 00' 23" East a distance of 40.00 feet;
95) South 80° 24' 23" East a distance of 40.00 feet;
96) South 82° 48' 23" East a distance of 20.00 feet;
97) South 85° 12' 23" East a distance of 40.00 feet;
98) South 87° 36' 23" East a distance of 27.63 feet;
99) North 89° 59' 37" East a distance of 582.21 feet;
100) South 45° 13' 01" East a distance of 19.89 feet;
101) South 00° 11' 50" East a distance of 5229.02 feet;
102) South 45° 19' 55" West a distance of 20.00 feet;
103) North 89° 40' 05" West a distance of 351.47 feet;
104) South 44° 37' 06" West a distance of 20.00 feet;
105) South 00° 22' 54" East a distance of 2518.69 feet;
106) South 44° 19' 38" West a distance of 76.64 feet;
107) South 00° 40' 22" East a distance of 1831.80 feet;
108) South 44° 19' 29" West a distance of 20.00 feet;
109) South 89° 19' 29" West a distance of 100.44 feet;
110) South 44° 19' 29" West a distance of 25.82 feet;
111) South 00° 22' 38" East a distance of 2092.12 feet;
112) South 01° 37' 38" West a distance of 88.15 feet;
113) South 04° 37' 38" West a distance of 104.57 feet;
114) South 07° 37' 38" West a distance of 40.36 feet;
115) South 09° 30' 30" West a distance of 94.01 feet;
116) South 11° 54' 06" West a distance of 18.71 feet;
117) South 14° 30' 40" West a distance of 124.31 feet;
118) South 17° 24' 57" West a distance of 155.86 feet;
119) South 17° 27' 22" West a distance of 226.73 feet;
120) South 16° 04' 36" West a distance of 69.72 feet;
121) South 12° 47' 22" West a distance of 92.74 feet;
122) South 10° 16' 47" West a distance of 152.49 feet;
123) South 00° 32' 38" East a distance of 368.39 feet;
124) South 44° 35' 52" West a distance of 30.62 feet;
125) South 89° 27' 22" West a distance of 1877.63 feet;
126) North 88° 37' 17" West a distance of 108.65 feet;
127) North 88° 37' 17" West a distance of 40.00 feet;
128) North 86° 13' 17" West a distance of 40.00 feet;
129) North 83° 49' 17" West a distance of 40.00 feet;
130) North 81° 25' 17" West a distance of 654.87 feet;
131) North 82° 59' 46" West a distance of 80.00 feet;
132) North 85° 23' 46" West a distance of 40.00 feet;
133) North 87° 47' 46" West a distance of 192.69 feet;
134) South 89° 48' 14" West a distance of 75.21 feet;

135) South 44° 48' 14" West a distance of 10.00 feet;
136) South 00° 11' 46" East a distance of 4107.86 feet;
137) North 89° 32' 04" West a distance of 56.54 feet;
138) North 44° 25' 09" West a distance of 19.08 feet;
139) North 89° 32' 04" West a distance of 1277.92 feet;
140) South 77° 36' 52" West a distance of 74.07 feet;
141) South 65° 31' 41" West a distance of 47.89 feet;
142) South 43° 55' 37" West a distance of 1746.55 feet;
143) South 01° 04' 22" East a distance of 78.76 feet;
144) South 43° 55' 22" West a distance of 1965.93 feet;
145) South 00° 45' 27" East a distance of 1233.02 feet;
146) South 44° 14' 33" West a distance of 21.21 feet;
147) South 89° 10' 31" West a distance of 317.50 feet to the **Point of Termination**, from whence the West Quarter Corner of said Section 21 bears North 89° 58' 44" West a distance of 1016.31 feet;

217062313 5/31/2017 10:16 AM
PGS 16 $88.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

DISTRICT COURT, WATER DIVISION 2, COLORADO Court Address: 501 North Elizabeth Street, Suite 116 Pueblo, CO 81003	DATE FILED: May 31, 2017 9:37 AM CASE NUMBER: 2017CW3002
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **ARROYA INVESTMENTS, LLC, JACOB DECOTO, MARVIN ORNES and TERRI WAHLBERG** **IN EL PASO COUNTY**	▲ COURT USE ONLY ▲ Case No.: 17CW3002
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE	

THIS MATTER comes before the Water Referee on the Application filed by Arroya Investments, LLC, Jacob Decoto, Marvin Ornes and Terri Wahlberg, and having reviewed said Application and other pleadings on file, and being fully advised on this matter, the Water Referee makes the following findings and orders:

GENERAL FINDINGS OF FACT

1. The applicants in this case are Arroya Investments, LLC ("Arroya"), Jacob Decoto ("Decoto"), Marvin Ornes ("Ornes") and Terri Wahlberg ("Wahlberg") (collectively, "Applicants"). Applicants are, collectively, the owners of the four separately owned parcels of land totaling approximately 335.59 acres under which the groundwater sought to be adjudicated herein are located, and are likewise the owners of the place of use where the water is anticipated to be put to beneficial use.

2. The Applicants filed this Application with the Water Court for Water Division 2 on January 31, 2017. The Application was referred to the Water Referee by order of the Court dated February 2, 2017.

3. The time for filing statements of opposition to the Application expired on the last day of March, 2017, and a no statements of opposition were timely filed.

4. On February 2, 2017, the Division 2 Water Court ordered that publication occur in the *Daily Transcript* within El Paso County.

5. The Clerk of this Court has caused publication of the Application filed in this matter as provided by statute and the publication costs have been paid. On February 15, 2017, proof of publication in the *Daily Transcript* was filed with the Court. All notices of the Application have been given in the manner required by law.

6. Pursuant to C.R.S. §37-92-302(2), the Office of the State Engineer has filed Determination of Facts for each aquifer with this Court dated March 14, 2017.

7. Pursuant to C.R.S. §37-92-302(4), the office of the Division Engineer for Water Division 2 filed its Consultation Report dated March 29, 2017, with the Court. The Consultation Report has been considered by the Water Referee in the entry of this Ruling.

8. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties whether they have appeared or not. The land and water rights involved in this case are not within a designated groundwater basin.

GROUNDWATER RIGHTS

9. The Applicants requested the adjudication and quantification all Denver Basin groundwater in each aquifer underlying the four (4) specifically described parcels of land owned by each of the Applicants, respectively, as described herein. No plan for augmentation for the use of the not-nontributary groundwater was sought or is decreed herein. The Applicants shall construct such wells as necessary for withdrawal of Applicants' full entitlements of water supplies decreed herein. The following findings are made with respect to such underground water rights:

A. Property Description. All wells to all aquifers will be located on the Applicants respective properties. Such Properties are more specifically described as follows:

i. Arroya Parcel. The "Arroya Parcel" is an approximately 226 acre parcel located in the SE1/4 SE1/4 of Section 21, the W1/2 SW1/4 of Section 22, the E1/2 NE1/4 of Section 28, the W1/2 NW1/4 and the NW1/4 SW1/4 of Section 27, all in Township 21 South, Range 65 West of the 6th P.M., El Paso County, Colorado, as more particularly described on attached **Exhibit A**, and depicted on attached **Exhibit E**. The Arroya Parcel is owned by Applicant Arroya Investments, LLC.

ii. West Parcel No. 1. The "West Parcel No. 1" is an approximately 36.01 acre parcel located in the SW1/4 SE1/4 and the SE1/4 SE1/4 of Section 21, and the NE1/4 NE1/4 of Section 27, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, as more particularly described on attached **Exhibit B**, and depicted on attached **Exhibit E**. The West Parcel No. 1 is owned by Applicant Jacob Decoto.

iii. West Parcel No. 2. The "West Parcel No. 2" is an approximately 36.03 acre parcel located in the SW1/4 SE1/4 and the SE1/4 SE1/4 of Section 21, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, as more particularly described on attached **Exhibit C**, and depicted on attached **Exhibit E**. The West Parcel No. 2 is owned by Applicant Jacob Decoto.

iv. West Parcel No. 3. The "West Parcel No. 3" is an approximately 37.58 acre parcel located in the NW1/4 SE1/4 and the NE1/4 SE1/4 of Section 21, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, as more particularly described on attached **Exhibit D**, and depicted on attached **Exhibit E**. The West Parcel No. 3 is owned by Applicants Marvin Ornes and Terri Wahlberg.

B. Existing Wells. There is currently one (1) existing well constructed to the Dawson aquifer on West Parcel No. 2 (Decoto): DWR Permit No. 4554, an exempt domestic well. DWR Permit No. 4554 is an exempt structure; water from the Dawson aquifer sufficient to allow for such continued exempt use has been excluded from the quantification herein. Two additional exempt domestic wells have been permitted since the filing of the application in this matter, DWR Permit No. 304551 on West Parcel No. 1 (Decoto), and DWR Permit No. 304498 on West Parcel No. 3 (Ornes/Wahlberg), and are excluded from quantification herein.

C. Additional Wells. Applicants anticipated additional wells will be constructed on each the Applicants' respective properties. To the extent any additional wells may be constructed to the not-nontributary Dawson and/or Denver aquifer(s), such wells may be constructed only pursuant to a subsequent decree providing an approved plan for augmentation, or as exempt well structures pursuant to C.R.S. §37-92-602.

10. Of the statutorily described Denver Basin aquifers, the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers all exist beneath the Applicants' respective properties. The Dawson and Denver aquifers contain not-nontributary water, while the water of the Arapahoe and Laramie-Fox Hills aquifers underlying the Applicants' respective properties is nontributary. The quantity of water in the Denver Basin aquifers exclusive of artificial recharge underlying each of the Applicants' respective properties as allocated on a pro-rata per acre basis from the amounts described in the State Engineer's Determination of Facts, is as follows:

A. Arroya Parcel (225.97 acres):

Aquifer	Sand Thickness (Feet)	Total Ground Water Storage (Acre Feet)	Annual Average Withdrawal – 100 Years (Acre Feet)
Dawson (NNT)	270	12,202	122
Denver (NNT)	310	11,909	119.1
Arapahoe (NT)	255	9,796	98
Laramie-Fox Hills (NT)	190	6,440	64.4

B. West Parcel No. 1 (Decoto – 36.01 acres):

Aquifer	Sand Thickness (Feet)	Total Ground Water Storage (Acre Feet)	Annual Average Withdrawal – 100 Years (Acre Feet)
Dawson (NNT)	270	1,944.4	16.44[1]
Denver (NNT)	310	1,897.7	18.98
Arapahoe (NT)	255	1,561	15.61
Laramie-Fox Hills (NT)	190	1,026.2	10.26

C. West Parcel No. 2 (Decoto – 36.03 acres):

Aquifer	Sand Thickness (Feet)	Total Ground Water Storage (Acre Feet)	Annual Average Withdrawal – 100 Years (Acre Feet)
Dawson (NNT)	270	1,945.4	16.45[2]
Denver (NNT)	310	1,898.8	18.99
Arapahoe (NT)	255	1,562	15.62
Laramie-Fox Hills (NT)	190	1,026.8	10.27

D. West Parcel No. 3 (Ornes & Wahlberg – 37.58 acres):

Aquifer	Sand Thickness (Feet)	Total Ground Water Storage (Acre Feet)	Annual Average Withdrawal – 100 Years (Acre Feet)
Dawson (NNT)	270	2,029.2	17.29[3]
Denver (NNT)	310	1,980.5	19.80
Arapahoe (NT)	255	1,629	16.29
Laramie-Fox Hills (NT)	190	1,071	10.7

[1] Three (3) annual acre feet of Dawson groundwater has been reserved from quantification herein for permitting of an exempt domestic well on this parcel pursuant to C.R.S. §37-92-602, *et seq.*, recently permitted as DWR Permit No. 304551.

[2] Three (3) annual acre feet of Dawson groundwater has been reserved from quantification herein for continued use of DWR Permit No. 4554 as an exempt domestic well on this parcel pursuant to C.R.S. §37-92-602, et seq.

[3] Three (3) annual acre feet of Dawson groundwater has been reserved from quantification herein for permitting of an exempt domestic well on this parcel pursuant to C.R.S. §37-92-602, et seq., recently permitted as DWR Permit No. 304498.

11. Pursuant to §37-90-137(9)(c.5)(I), C.R.S., the augmentation requirements for wells in the Dawson aquifer require the replacement to the effected stream systems of actual stream depletions on an annual basis, to the extent necessary to prevent injurious effect, based upon actual aquifer conditions. The augmentation requirements for wells to the Denver aquifer are for 4% of pumping. Applicants shall not be entitled to construct a non-exempt well or use water from the not-nontributary Dawson or Denver aquifers except pursuant to an approved augmentation plan in accordance with C.R.S. §37-90-137(9)(c.5).

12. Applicants shall be entitled to withdraw all legally available groundwater in the Denver Basin aquifers underlying Applicants' respective properties. Said amounts can be withdrawn over the 100-year life for the aquifers as set forth in C.R.S. §37-90-137(4), or withdrawn over a longer period of time based upon local governmental regulations or Applicants' water needs. The average annual amounts of ground water available for withdrawal from the underlying Denver Basin aquifers, based upon the 100-year aquifer life is determined and set forth above, based upon the March 14, 2017 Office of the State Engineer Determination of Facts. Such groundwater may be withdrawn from wells located upon the overlying land or contiguous properties with such contiguity to allow such withdrawal, consistent with the Denver Basin Rules as promulgated by the Office of the State Engineer, as may be amended from time to time.

13. Applicants shall be entitled to withdraw an amount of groundwater in excess of the average annual amount decreed herein from the Denver Basin aquifers underlying Applicants' respective properties, so long as the sum of the total withdrawals from wells in the aquifer does not exceed the product of the number of years since the date of issuance of the original well permit or the date of entry of the decree herein, whichever comes first, and the annual volume of water which Applicants are entitled to withdraw from the aquifer underlying Applicants' respective properties.

14. The Applicants shall have the right to use the ground water for beneficial uses on or off the Applicants' respective properties consisting of domestic, commercial, irrigation, stock water, recreation, wildlife, wetlands, fire protection, piscatorial, and for storage and augmentation associated with such uses. The amount of groundwater decreed for such uses upon the Applicants' respective properties is reasonable as such uses are to be made for the long term use and enjoyment of the Applicants' respective properties and are to establish and provide for adequate water reserves. The nontributary groundwater, may be used, reused, and successively used to extinction, both on and off the Applicants' respective properties subject, however, to the relinquishment of the right to consume two percent of such nontributary water withdrawn. Applicants may use such water by immediate application or by storage and subsequent application to the beneficial uses and purposes stated herein. Provided however, as set forth above, Applicants shall only be entitled to construct a non-exempt well or use water from the not-nontributary Dawson and Denver aquifers pursuant to a decreed augmentation plan entered by the Court. Withdrawals of groundwater available from the nontributary aquifers beneath the Applicants' respective properties in the

amounts determined in accordance with the provisions of this decree will not result in material injury to any other vested water rights or to any other owners or users of water.

15. Applicants may construct such wells on their respective properties as necessary for the withdrawal of all entitlements from each aquifer as described above, and such withdrawals may be made through any combination of wells. As to each of Applicants' respective properties, these wells shall be treated as a well field.

CONCLUSIONS OF LAW

16. The application for adjudication of Denver Basin groundwater was filed with the Water Clerk for Water Division 2 pursuant to C.R.S. §§37-92-302(1)(a) and 37-90-137(9)(c).

17. The Applicants' request for adjudication of these water rights is contemplated and authorized by law, and this Court and the Water Referee have exclusive jurisdiction over these proceedings. C.R.S. §§37-92-302(1)(a), 37-92-203, and 37-92-305.

18. Subject to the terms of this decree, the Applicants are entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying the Applicants' respective properties, and the right to use that water to the exclusion of all others subject to the terms of this decree.

19. The Applicants have complied with C.R.S. §37-90-137(4), and the groundwater is legally available for withdrawal by the requested nontributary well(s), and legally available for withdrawal by the requested not-nontributary well(s) upon the entry of a subsequent decree approving an augmentation plan pursuant to C.R.S. §37-90-137(9)(c.5). Applicants are entitled to a decree from this Court confirming their rights to withdraw groundwater pursuant to C.R.S. §37-90-137(4).

20. The Denver Basin water rights applied for in this case are not conditional water rights, but are vested water rights determined pursuant to C.R.S. §37-90-137(4). No applications for diligence are required. The claims for nontributary and not-nontributary groundwater meet the requirements of Colorado Law.

21. The determination and quantification of the nontributary and not-nontributary groundwater rights in the Denver Basin aquifers as set forth herein is contemplated and authorized by law. C.R.S. §§37-90-137, and 37-92-302 through 37-92-305.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

22. All of the foregoing Findings of Fact and Conclusions of Law are incorporated herein by reference, and are considered to be a part of this decretal portion as though set forth in full.

23. The Application for Adjudication of Denver Basin Groundwater proposed by the Applicants is approved, subject to the terms of this decree.

24. The Applicants have furnished acceptable proof as to all claims and, therefore, the Application for Adjudication of Groundwater as requested by the Applicants is granted and approved in accordance with the terms and conditions of this decree. Approval of this Application will not result in any material injury to senior vested water rights.

25. The Applicants shall comply with C.R.S. §37-90-137(9)(b), requiring the relinquishment of the right to consume two percent (2%) of the amount of the nontributary groundwater withdrawn. Ninety-eight percent (98%) of the nontributary groundwater withdrawn may therefore be consumed. No plan for augmentation shall be required to provide for such relinquishment.

26. The Court retains jurisdiction over this matter to make adjustments in the allowed average annual amount of withdrawal from the Denver Basin aquifers, either upwards or downwards, to conform to actual local aquifer characteristic, and that the Applicants need not refile, republish, or otherwise amend this application to request such adjustments.

A. At such time as adequate data may be available, Applicant or the State Engineer may invoke the Court's retained jurisdiction as provided in this Paragraph 26 for purposes of making a final determination of water rights as to the quantities of water available and allowed average annual withdrawals from any of the Denver Basin aquifers quantified and adjudicated herein. Any person seeking to invoke the Court's retained jurisdiction for such purpose shall file a verified petition with the Court setting forth with particularity the factual basis for such final determination of Denver Basin water rights under this decree, together with the proposed decretal language to effect the petition. Within four months of the filing of such verified petition, the State Engineer's Office shall utilize such information as available to make a final determination of water rights finding, and shall provide such information to the Court, Applicant, and the petitioning party.

B. If no protest is filed with the Court to such findings by the State Engineer's Office within sixty (60) days, this Court shall incorporate by entry of an Amended Decree such "final determination of water rights", and the provisions of this Paragraph 26 concerning adjustments to the Denver Basin ground water rights based upon local aquifer conditions shall no longer be applicable. In the event of a protest

being timely filed, or should the State Engineer's Office make no timely determination as provided in Paragraph 26.A., above, the "final determination of water rights" sought in the petition may be made by the Water Court after notice to all parties and following a full and fair hearing, including entry of an Amended Decree, if applicable in the Court's reasonable discretion.

27. Pursuant to C.R.S. §37-92-502(5)(a), the Applicants shall install and maintain such water measurement devices and recording devices as are deemed essential by the State Engineer or Division Engineers, and the same shall be installed and operated in accordance with instructions from said entities. Applicants are to install and maintain a totalizing flow meter on all wells, and any additional or replacement wells. Applicants are also to maintain records and provide reports to the State Engineer or Division Engineers as instructed by said entities, on at least an annual basis.

28. The vested water rights and water right structures decreed herein shall be subject to all applicable administrative rules and regulations, as currently in place or as may in the future be promulgated, of the offices of Colorado State and Division Engineers for administration of such water rights, to the extent such rules and regulations are uniformly applicable to other similarly situated water rights and water users.

29. This Ruling of Referee, when entered as a decree of the Water Court, shall be recorded in the real property records of El Paso County, Colorado. Copies of this ruling shall be mailed as provided by statute.

DATED THIS 5th day of May, 2017.

BY THE REFEREE:

Mardell R. DiDomenico, Water Referee
Water Division 2

DECREE

THE COURT FINDS THAT NO PROTEST WAS MADE IN THIS MATTER, THEREFOR THE FORGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: May 31, 2017.

BY THE COURT:

LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

EXHIBIT A

LEGAL DESCRIPTION – ARROYA PARCEL

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27;
THENCE S88°38'56"W ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1047.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S88°38'56"W CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 283.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N00°37'14"W SAID LINE ALSO BEING THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22, A DISTANCE OF 30.00 FEET;
2. S89°40'23"W, A DISTANCE OF 736.82 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF SAID COUNTY RECORDS;

THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1798.07 FEET;
THENCE N59°58'50"E, A DISTANCE OF 694.83 FEET;
THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET;
THENCE N69°36'18"E, A DISTANCE OF 603.87 FEET;
THENCE S30°23'46"E, A DISTANCE OF 264.58 FEET;
THENCE S61°52'38"W, A DISTANCE OF 227.40 FEET;

THENCE S79°15'47"W, A DISTANCE OF 276.17 FEET;
THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET;
THENCE S40°09'47"W, A DISTANCE OF 310.61 FEET;
THENCE S09°56'46"W, A DISTANCE OF 270.03 FEET;
THENCE S35°00'25"W, A DISTANCE OF 167.38 FEET;
THENCE S57°24'01"W, A DISTANCE OF 235.36 FEET;
THENCE S27°23'34"E, A DISTANCE OF 611.29 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 35.08 ACRES OF LAND, MORE OR LESS.

Along With:

A PARCEL OF LAND BEING THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 27, THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 27, A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 28 AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4) OF SECTION 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S00°54'30"E ALONG THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF SAID SECTION 27, A DISTANCE OF 3925.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER NW1/4 SW1/4) OF SAID SECTION 27;
THENCE S87°35'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1332.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);
THENCE N00°53'18"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1316.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);
THENCE S89°08'28"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4) OF SECTION 28, A DISTANCE OF 1326.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4);
THENCE N00°30'49"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), A DISTANCE OF 1270.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN

BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1450.84 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N89°40'23"E, A DISTANCE OF 761.52 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4);
2. N00°52'58"W ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27;

THENCE N88°38'56"E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1330.91 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 190.89 ACRES OF LAND, MORE OR LESS.

Attachment to Order - 2117 Rev 3002

EXHIBIT B

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 1:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2628.93 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4) SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 650.11 FEET;
THENCE N89°40'31"E, A DISTANCE OF 2072.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2578 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE S27°41'10"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2013.86 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4 NE1/4) OF SAID SECTION 28;
THENCE S00°44'17"W ALONG SAID EAST LINE, A DISTANCE OF 1217.12 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4) OF SAID SECTION 21;
THENCE S89°40'34"W ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4), A DISTANCE OF 1313.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 36.01 ACRES OF LAND, MORE OR LESS.

Attachment to Order - 2017062313

EXHIBIT C

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 2:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.53 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4);
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 659.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 706.79 FEET;
THENCE N89°40'31"E, A DISTANCE OF 2364.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE S21°41'10"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 762.26 FEET;
THENCE S89°40'31"W, A DISTANCE OF 2077.12 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 36.03 ACRES OF LAND , MORE OR LESS.

Attachment to Order - 2017CW3002

EXHIBIT D

LEGAL DESCRIPTION TRAILS AT TIMBERLINE WEST PARCEL 3:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.53 FEET;

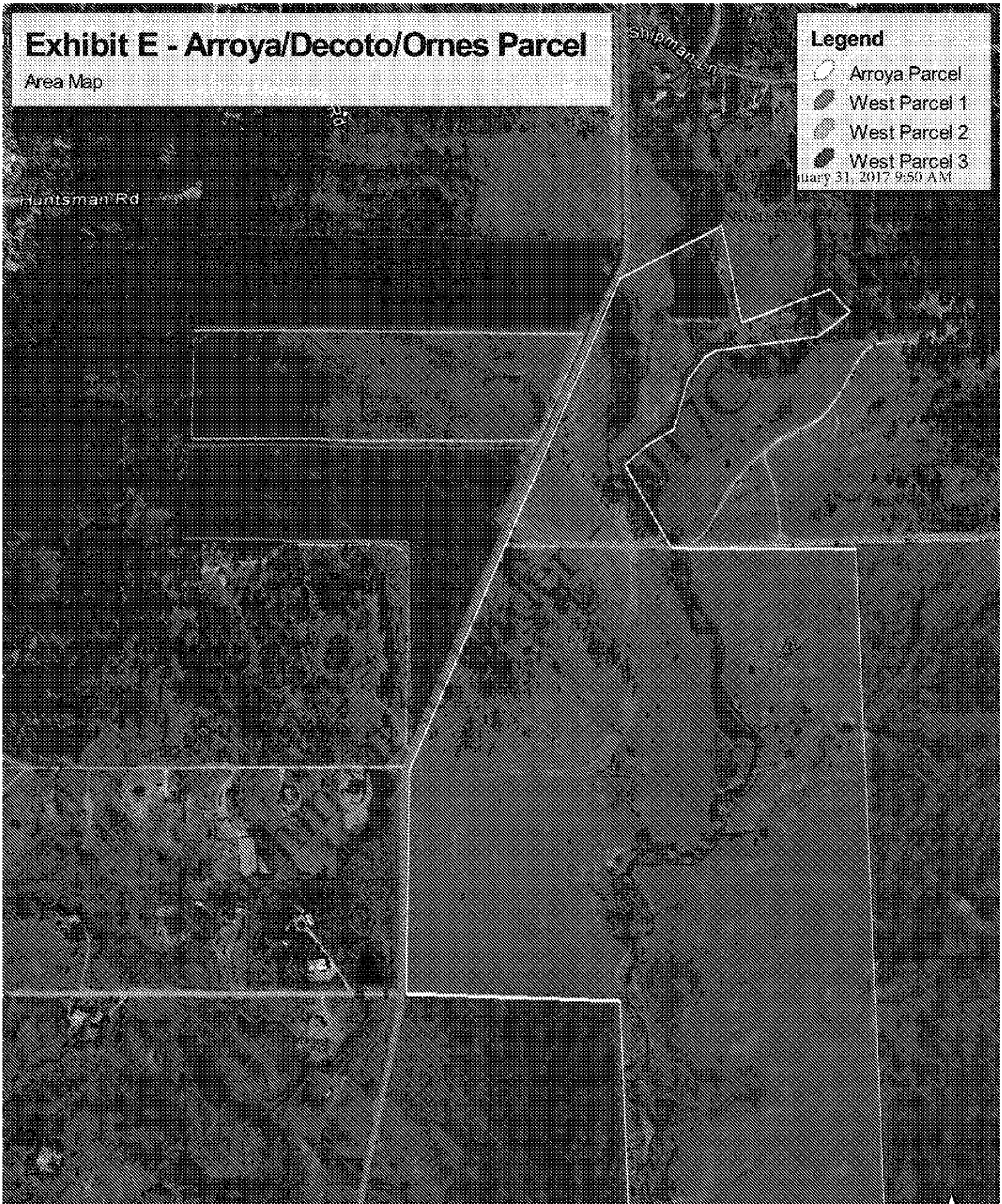
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4);
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 1356.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE N00°25'32"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 658.30 FEET;
THENCE N89°34'28"E, A DISTANCE OF 2580.16 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2575 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1. S00°37'14"E, A DISTANCE OF 98.54 FEET;
2. S21°51'10"W, A DISTANCE OF 601.81 FEET;

THENCE S89°40'28"W, A DISTANCE OF 2364.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 37.58 ACRES OF LAND, MORE OR LESS.

Attachment to Order - 2017CW3002


Exhibit E - Arroya/Decoto/Ornes Parcel
Area Map
Huntsman Rd
Legend
Arroya Parcel
West Parcel 1
West Parcel 2
West Parcel 3

216132318 11/15/2016 9:06 AM
PGS 7 $41.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

Special Warranty Deed
(Water Rights)

THIS DEED, made on **November 14, 2016** by **RITA ANN O'DELL AND CHARLES L. O'DELL AND JOAN CHARLEEN CORNELL AND KAY JUANITA MCGINNIS** Grantor(s), of the County of **EL PASO** and State of **NEW MEXICO** for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars in hand paid, hereby sells and conveys to **ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920** County of **EL PASO**, State of **COLORADO**, the following described water rights:

ALL PER RECORD

Appurtenant to:

SEE ATTACHED "EXHIBIT A"

also known by street and number as **9220 ARROYA LN COLORADO SPRINGS CO 80908**

and warrants the title against all persons claiming under the Grantor(s).

COUNTERSIGNED
RITA ANN O'DELL

COUNTERSIGNED
CHARLES L. O'DELL

COUNTERSIGNED
JOAN CHARLEEN CORNELL

Kay Juanita McGinnis
KAY JUANITA MCGINNIS

State of Colorado)
)ss
County of Summit)

The foregoing instrument was acknowledged before me this day of **November** 9, **2016** by **KAY JUANITA MCGINNIS**

Amy E Pombo
Notary Public
My commission expires

AMY E. POMBO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074035011
MY COMMISSION EXPIRES SEPTEMBER 7, 2020

When recorded return to: **ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY 1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920**

Land Title GUARANTEE COMPANY

Special Warranty Deed
(Water Rights)

THIS DEED, made on **November 14, 2016** by **RITA ANN O'DELL AND CHARLES L. O'DELL AND JOAN CHARLEEN CORNELL AND KAY JUANITA MCGINNIS** Grantor(s), of the County of **EL PASO** and State of **NEW MEXICO** for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars in hand paid, hereby sells and conveys to **ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920** County of **EL PASO**, State of **COLORADO**, the following described water rights:

ALL PER RECORD

Appurtenant to:

SEE ATTACHED "EXHIBIT A"

also known by street and number as **9220 ARROYA LN COLORADO SPRINGS CO 80908**

and warrants the title against all persons claiming under the Grantor(s).

Rita Ann O'Dell
RITA ANN O'DELL

Charles L. O'Dell
CHARLES L. O'DELL

COUNTERSIGNED
JOAN CHARLEEN CORNELL

COUNTERSIGNED
KAY JUANITA MCGINNIS

State of)
)ss
County of)

The foregoing instrument was acknowledged before me this day of **November ____, 2016** by **KAY JUANITA MCGINNIS**

_____
Notary Public
My commission expires_____

When recorded return to: **ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY**
1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920

Land Title

Special Warranty Deed
(Water Rights)

THIS DEED, made on November 14, 2016 by RITA ANN O'DELL AND CHARLES L. O'DELL AND JOAN CHARLEEN CORNELL AND KAY JUANITA MCGINNIS Grantor(s), of the County of EL PASO and State of NEW MEXICO for the consideration of *** Ten Dollars and Other Good and Valuable Consideration *** dollars in hand paid, hereby sells and conveys to ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920 County of EL PASO, State of COLORADO, the following described water rights:

ALL PER RECORD

Appurtenant to:

SEE ATTACHED "EXHIBIT A"

also known by street and number as 9220 ARROYA LN COLORADO SPRINGS CO 80908

and warrants the title against all persons claiming under the Grantor(s).

COUNTERSIGNED

RITA ANN O'DELL

COUNTERSIGNED

CHARLES L. O'DELL

Joan Charleen Cornell

JOAN CHARLEEN CORNELL

COUNTERSIGNED

KAY JUANITA MCGINNIS

State of)
)ss
County of)

The foregoing instrument was acknowledged before me this day of November ____, 2016 by KAY JUANITA MCGINNIS

Notary Public
My commission expires_____

When recorded return to: ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY
1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920

Land Title

Notary Acknowledgment

State of IDAHO)
)ss.
County of Kootenai)

The foregoing instrument was acknowledged before me on this day of 9th November 2016 by JOAN CHARLEEN CORNELL.

Lisa Dolores Brewster
Notary Public
My commission expires 9/22/22

LISA DOLORES BREWSTER
Notary Public
State of Idaho

Notary Acknowledgment

State of **NEW MEXICO**)
)ss.
County of San Juan)

The foregoing instrument was acknowledged before me on this day of November 9, 2016
by **RITA ANN O'DELL .**

Notary Public
My commission expires 3/30/2019

OFFICIAL SEAL
SARA SALAS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 3/30/2019

Notary Acknowledgment

State of **NEW MEXICO**)
)ss.
County of San Juan)

The foregoing instrument was acknowledged before me on this day of November 9, 2016
by **CHARLES L. O'DELL .**

Notary Public
My commission expires 3/30/2019

OFFICIAL SEAL
SARA SALAS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 3/30/2019

EXHIBIT A

PARCEL A:
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C :
THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THOSE PORTIONS THEREOF CONVEYED TO EL PASO COUNTY, COLORADO BY QUIT-CLAIM DEEDS RECORDED MAY 22, 1974 IN BOOK 2678 AT PAGES 430 AND 431.

PARCEL D:
THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO STATE OF COLORADO, EXCEPT THAT PORTION THEREOF CONVEYED TO EL PASO COUNTY, COLORADO BY QUIT-CLAIM DEED RECORDED MAY 22, 1974 IN BOOK 2678 AT PAGE 430.

PARCEL E:
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO STATE OF COLORADO.

PARCEL F :
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO STATE OF COLORADO.

PARCEL G:
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO STATE OF COLORADO.

PARCEL H:
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO STATE OF COLORADO, EXCEPT THOSE PORTIONS THEREOF CONVEYED TO EL PASO COUNTY, COLORADO BY QUIT-CLAIM DEEDS RECORDED MAY 22, 1974 IN BOOK 2678 AT PAGES 430 AND 431.

PARCEL I :
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH, P.M., COUNTY OF EL PASO, STATE OF COLORADO.

217102829 8/28/2017 12:03 PM
PGS 5 $33.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

QUITCLAIM DEED

THIS DEED, made this 29 day of June, 2017, between *JACOB DECOTO,* ("Grantor") and the *ARROYA INVESTMENTS, LLC, a Colorado limited liability company*, whose address is 1271 Kelly Johnson Boulevard, Suite 100, Colorado Springs, Colorado, 80920 ("Grantee"), County of El Paso, State of Colorado:

WITNESS, that the Grantor, for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, QUITCLAIMED, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its heirs, successors and assigns forever, all the right, title, interest, claim and demand which the Grantor may have in and to the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as the following water rights:

All water, water rights, and rights to extract ground water as specifically described and decreed by the Water Court for Water Division No. 2 in Case No. 17CW3002 underlying those parcels as described on the attached Exhibit A, specifically including the following quantified Denver Basin groundwater rights:

A. Arroya Parcel (225.97 acres):

Aquifer	Sand Thickness (Feet)	Total Ground Water Storage (Acre Feet)	Annual Average Withdrawal – 100 Years (Acre Feet)
Dawson (NNT)	270	12,202	122
Denver (NNT)	310	11,909	119.1
Arapahoe (NT)	255	9,796	98
Laramie-Fox Hills (NT)	190	6,440	64.4

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its heirs and assigns forever. The Grantor, for itself, its heirs, personal representatives, successors and assigns does hereby quitclaim all interests, if any, in said premises to Grantee, its heirs, personal representatives and assigns.

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

By: Jacob Decoto

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

The foregoing instrument was acknowledged before me this 29 day of June, 2017, by Jacob Decoto.

My commission expires: 5/11/2019

Witness my hand and official seal.

(Seal)
LORI M. O'NEIL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114026329
MY COMMISSION EXPIRES MAY 11, 2019

Notary Public

Exhibit A

LEGAL DESCRIPTION – ARROYA PARCEL

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE- QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27;
THENCE S88°38'56"W ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1047.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S88°38'56"W CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 283.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N00°37'14"W SAID LINE ALSO BEING THE WEST LINE OF THE SOUTHWEST ONE- QUARTER (SW1/4) OF SAID SECTION 22, A DISTANCE OF 30.00 FEET;
2. S89°40'23"W, A DISTANCE OF 736.82 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF SAID COUNTY RECORDS;

THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1798.07 FEET;
THENCE N59°58'50"E, A DISTANCE OF 694.83 FEET; THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET; THENCE N69°36'18"E, A DISTANCE OF 603.87 FEET; THENCE S30°23'46"E, A DISTANCE OF 264.58 FEET; THENCE S61°52'38"W, A DISTANCE OF 227.40 FEET;

THENCE S79°15'47"W, A DISTANCE OF 276.17 FEET; THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET; THENCE S40°09'47"W, A DISTANCE OF 310.61 FEET; THENCE S09°56'46"W, A DISTANCE OF 270.03 FEET; THENCE S35°00'25"W, A DISTANCE OF 167.38 FEET; THENCE S57°24'01"W, A DISTANCE OF 235.36 FEET;
THENCE S27°23'34"E, A DISTANCE OF 611.29 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 35.08 ACRES OF LAND, MORE OR LESS.

Along With:

A PARCEL OF LAND BEING THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 27, THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 27, A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 28 AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4) OF SECTION 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE- QUARTER (NW1/4 SW1/4) OF SAID SECTION 27. TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S00°54'30"E ALONG THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF SAID SECTION 27, A DISTANCE OF 3925.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER NW1/4 SW1/4) OF SAID SECTION 27;
THENCE S87°35'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1332.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE- QUARTER (NW1/4 SW1/4);
THENCE N00°53'18"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1316.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE- QUARTER (NW1/4 SW1/4);

THENCE S89°08'28"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4) OF SECTION 28, A DISTANCE OF 1326.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4);
THENCE N00°30'49"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), A DISTANCE OF 1270.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1450.84 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

3. N89°40'23"E, A DISTANCE OF 761.52 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4);
4. N00°52'58"W ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27;

THENCE N88°38'56"E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1330.91 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 190.89 ACRES OF LAND, MORE OR LESS.

LAND SURVEY PLAT

SURVEYOR'S NAME: Cory L. Sharp

SECTON/TOWNSHIP/RANGE: Sec 21 T12S R65W

QUARTER SECTION: SE4

SECTION/TOWNSHIP/RANGE: Sec 22 T12S R65W

QUARTER SECTION: SW4

SUBDIVISION/LEGAL DESCRIPTION: _____

_____

ASSIGNED PAGE #'S: _____

C&R/014 REVISED 12/04

Sec 27 T12S R65W

[redacted] W2

Sec 28 T12S R65W

E 2

Chuck Broerman
04/10/2017 03:38:10 PM
Doc $0.00 4
Rec $50.00 Pages

El Paso County, CO



217900058

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 21, A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22, A PORTION OF THE WEST HALF (W1/2) OF SECTION 27 ANDA PORTION OF THE EAST HALF (E1/2) OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

217900058

04/10/17

LEGAL DESCRIPTION: TRAILS AT TIMBERLINE SOUTH PARCEL 1:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'34"E, A DISTANCE OF 3925.83 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27;
THENCE S88°38'58"W ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1047.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S88°38'58"W CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 283.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, 40 RECORDED IN BOOK 2678 AT PAGE 431 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N00°27'47"W SAID LINE ALSO BEING THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22, A DISTANCE OF 30.00 FEET;
2. S89°40'23"W, A DISTANCE OF 736.82 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF SAID COUNTY RECORDS;

THENCE N27°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1798.07 FEET;
THENCE N09°58'50"E, A DISTANCE OF 694.83 FEET;
THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET;
THENCE N69°29'18"E, A DISTANCE OF 603.87 FEET;
THENCE S30°23'49"E, A DISTANCE OF 264.58 FEET;
THENCE S81°52'38"W, A DISTANCE OF 227.40 FEET;
THENCE S79°15'47"W, A DISTANCE OF 278.17 FEET;
THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET;
THENCE S40°06'47"W, A DISTANCE OF 310.81 FEET;
THENCE S09°56'49"W, A DISTANCE OF 270.03 FEET;
THENCE S20°00'29"W, A DISTANCE OF 167.38 FEET;
THENCE S07°34'01"W, A DISTANCE OF 235.36 FEET;
THENCE S27°23'34"E, A DISTANCE OF 611.29 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 35.08 ACRES OF LAND, MORE OR LESS.

SCHEDULE B-2 EXCEPTIONS:

1. – 6. M&S CIVIL CONSULTANTS DID NOT ADDRESS THESE ITEMS.

7. THE PROPERTY IS SUBJECT TO (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. THE PROPERTY IS SUBJECT TO RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF SECTION 22 AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 29, 1922 IN BOOK 565 AT PAGE 346. (IS SHOWN HEREON).

9. THE PROPERTY IS SUBJECT TO RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON EACH SIDE OF EACH SECTION LINE, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED MAY 6, 1924 IN BOOK 565 AT PAGE 430. (IS SHOWN HEREON).

10. THE PROPERTY IS SUBJECT TO RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEEDS RECORDED SEPTEMBER 16, 1929 IN BOOK 834 AT PAGE 275, MARCH 20, 1931 IN BOOK 854 AT PAGE 477, OCTOBER 5, 1936 IN BOOK 930 AT PAGE 288, APRIL 20, 1937 IN BOOK 935 AT PAGE 262 AND MARCH 11, 1943 IN BOOK 1019 AT PAGE 275. (DOES NOT AFFECT SUBJECT PARCEL).

11. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PLATEAU NATURAL GAS COMPANY RIGHT-OF-WAY AGREEMENT RECORDED JANUARY 22, 1962 IN BOOK 1896 AT PAGE 135, CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO NORTHERN NATURAL GAS COMPANY, A DELAWARE CORPORATION RECORDED MARCH 24, 1970 IN BOOK 2336 AT PAGE 636, ASSIGNMENT OF EASEMENTS TO AQUILA COLORADO GAS OPCO, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED JULY 24, 2008 UNDER RECEPTION NO. 208058371.

12. THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 31, 1975, IN BOOK 2772 AT PAGE 121 AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE 799. NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. 201185017 AND MAY 20, 2011 UNDER RECEPTION NO. 211049996.

13. THE PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE 903. (DOES NOT CONTAIN A SPECIFIC LOCATION).

14. THE PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE 908. (DOES NOT CONTAIN SPECIFIC LOCATION).

15. THE PROPERTY IS SUBJECT TO THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812. (DOES NOT CONTAIN A SPECIFIC LOCATION).

16. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 26, 1985 IN BOOK 5054 AT PAGE 1178. (IS SHOWN HEREON).

17. THE PROPERTY IS SUBJECT TO THE EFFECT OF RESOLUTION NO. 89-140, LAND TRANSFER – 9, RECORDED OCTOBER 27, 1994 IN BOOK 6551 AT PAGE 588.

18. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED DECEMBER 10, 2007 UNDER RECEPTION NO. 207156760. (DOES NOT CONTAIN A SPECIFIC LOCATION).

19. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 214040501. (IS SHOWN HEREON).

20. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 214040502. (IS SHOWN HEREON).

21. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 214040503. (IS SHOWN HEREON).

22. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT ISSUED TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST IN EL PASO COUNTY, COLORADO RECORDED JULY 31, 2014 UNDER RECEPTION NO. 214068506. (IS SHOWN HEREON).

23. THE PROPERTY IS SUBJECT TO RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY.

24. THE PROPERTY IS SUBJECT TO EXISTING LEASES AND/OR TENANCIES.

LEGAL DESCRIPTION: TRAILS AT TIMBERLINE SOUTH PARCEL 2:

A PARCEL OF LAND BEING THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 27, THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 27, A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SE1/4 NW1/4) OF SECTION 28 AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4) OF SECTION 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'34"E, A DISTANCE OF 3925.83 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S00°54'34"E ALONG THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF SAID SECTION 27, A DISTANCE OF 3925.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER NW1/4 SW1/4) OF SAID SECTION 27;
THENCE S87°35'07"W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1332.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);
THENCE N00°53'19"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1316.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);
THENCE S89°08'39"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4) OF SECTION 28, A DISTANCE OF 1326.88 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4);
THENCE N00°30'49"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), A DISTANCE OF 1270.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE N27°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1450.84 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N89°40'23"E, A DISTANCE OF 761.52 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4);
2. N00°32'59"W ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27;

THENCE N89°38'58"E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1330.91 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 190.86 ACRES OF LAND, MORE OR LESS.

SCHEDULE B-2 EXCEPTIONS:

1. – 6. M&S CIVIL CONSULTANTS DID NOT ADDRESS THESE ITEMS.

7. THE PROPERTY IS SUBJECT TO (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. THE PROPERTY IS SUBJECT TO RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF SECTION 22 AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 29, 1922 IN BOOK 565 AT PAGE 346. (IS SHOWN HEREON).

9. THE PROPERTY IS SUBJECT TO RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON EACH SIDE OF EACH SECTION LINE, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED MAY 6, 1924 IN BOOK 565 AT PAGE 430. (IS SHOWN HEREON).

10. THE PROPERTY IS SUBJECT TO RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEEDS RECORDED SEPTEMBER 16, 1929 IN BOOK 834 AT PAGE 275, MARCH 20, 1931 IN BOOK 854 AT PAGE 477, OCTOBER 5, 1936 IN BOOK 930 AT PAGE 288, APRIL 20, 1937 IN BOOK 935 AT PAGE 262 AND MARCH 11, 1943 IN BOOK 1019 AT PAGE 275. (IS SHOWN HEREON).

11. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PLATEAU NATURAL GAS COMPANY RIGHT-OF-WAY AGREEMENT RECORDED JANUARY 22, 1962 IN BOOK 1896 AT PAGE 135, CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO NORTHERN NATURAL GAS COMPANY, A DELAWARE CORPORATION RECORDED MARCH 24, 1970 IN BOOK 2336 AT PAGE 636, ASSIGNMENT OF EASEMENTS TO AQUILA COLORADO GAS OPCO, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED JULY 24, 2008 UNDER RECEPTION NO. 208058371.

12. THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 31, 1975, IN BOOK 2772 AT PAGE 121 AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE 799. NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. 201185017 AND MAY 20, 2011 UNDER RECEPTION NO. 211049996.

13. THE PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE 903. (DOES NOT CONTAIN A SPECIFIC LOCATION).

14. THE PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE 908. (DOES NOT CONTAIN SPECIFIC LOCATION).

15. THE PROPERTY IS SUBJECT TO THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812. (DOES NOT CONTAIN A SPECIFIC LOCATION).

16. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 26, 1985 IN BOOK 5054 AT PAGE 1178. (IS SHOWN HEREON).

17. THE PROPERTY IS SUBJECT TO THE EFFECT OF RESOLUTION NO. 89-140, LAND TRANSFER – 9, RECORDED OCTOBER 27, 1994 IN BOOK 6551 AT PAGE 588.

18. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED DECEMBER 10, 2007 UNDER RECEPTION NO. 207156760. (DOES NOT CONTAIN A SPECIFIC LOCATION).

19. THE PROPERTY IS SUBJECT TO RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY.

20. THE PROPERTY IS SUBJECT TO EXISTING LEASES AND/OR TENANCIES.

21. THE PROPERTY IS SUBJECT TO

LEGAL DESCRIPTION: TRAILS AT TIMBERLINE EAST PARCEL 1:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'34"E, A DISTANCE OF 3925.83 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22;

THENCE S88°38'58"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4), A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE S88°38'58"W ALONG SAID SOUTH LINE, A DISTANCE OF 1300.53 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4);
THENCE S88°38'50"W ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SW1/4 SW1/4), A DISTANCE OF 898.51 FEET;
THENCE N47°20'42"E, A DISTANCE OF 105.23 FEET;
THENCE N36°59'01"E, A DISTANCE OF 511.38 FEET;
THENCE N56°07'31"E, A DISTANCE OF 489.24 FEET;
THENCE N38°17'19"E, A DISTANCE OF 182.67 FEET;
THENCE N89°41'50"E, A DISTANCE OF 1283.65 FEET;
THENCE S00°16'04"E, A DISTANCE OF 852.14 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS A CALCULATED AREA OF 35.28 ACRES OF LAND, MORE OR LESS

SCHEDULE B-2 EXCEPTIONS:

1. – 6. M&S CIVIL CONSULTANTS DID NOT ADDRESS THESE ITEMS.

7. THE PROPERTY IS SUBJECT TO (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. THE PROPERTY IS SUBJECT TO RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF SECTION 22 AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROADWAY PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 29, 1922 IN BOOK 565 AT PAGE 346. (DOES NOT EFFECT SUBJECT PARCEL).

9. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PLATEAU NATURAL GAS COMPANY RIGHT-OF-WAY AGREEMENT RECORDED JANUARY 22, 1962 IN BOOK 1896 AT PAGE 135, CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO NORTHERN NATURAL GAS COMPANY, A DELAWARE CORPORATION RECORDED MARCH 24, 1970 IN BOOK 2336 AT PAGE 636, ASSIGNMENT OF EASEMENTS TO AQUILA COLORADO GAS OPCO, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED JULY 24, 2008 UNDER RECEPTION NO. 208058371.

10. THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 31, 1975, IN BOOK 2772 AT PAGE 121 AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE 799. NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. 201185017 AND MAY 20, 2011 UNDER RECEPTION NO. 211049996.

11. THE PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE 903. (DOES NOT CONTAIN A SPECIFIC LOCATION).

12. THE PROPERTY IS SUBJECT TO THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812. (DOES NOT CONTAIN A SPECIFIC LOCATION).

13. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 26, 1985 IN BOOK 5054 AT PAGE 1178. (IS SHOWN HEREON).

14. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 214040503. (IS SHOWN HEREON).

15. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT ISSUED TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST IN EL PASO COUNTY, COLORADO RECORDED JULY 31, 2014 UNDER RECEPTION NO. 214068506. (IS SHOWN HEREON).

16. THE PROPERTY IS SUBJECT TO RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY.

17. THE PROPERTY IS SUBJECT TO NOTWITHSTANDING THE INSURING CLAUSES OF THE POLICY, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.

18. THE PROPERTY IS SUBJECT TO EXISTING LEASES AND/OR TENANCIES.

19. THE PROPERTY IS SUBJECT TO ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED DECEMBER 06, 2016 PREPARED BY CORY LEE SWARP FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC., JOB #09-016:
A- FENCE LINE ALONG EASTERN PORTION OF SUBJECT PROPERTY IS NOT COINCIDENT WITH THE SURVEYED BOUNDARY LINE. (IS SHOWN HEREON, FENCE LINE NOTED IS EASTERLY OF THE EASTERLY BOUNDARY LINE OF THE SUBJECT PARCEL).

MONUMENTED LAND SURVEY DEPOSIT CERTIFICATE:

DEPOSITED THIS 10th DAY OF April, 2017 A.D., AT 3:38 O'CLOCK P.M. IN BOOK DAST OF COUNTY SURVEYORS LAND SURVEY PLATS/RIGHT OF WAY SURVEYS, AT PAGE 34
DEPOSIT NUMBER 217900058 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, EL PASO COUNTY, COLORADO.

BY: _____
DEPUTY

* 5221S4
5222 SW4
5227 W2
5228 E2

ALTA/NSPS LAND TITLE SURVEY
JOB NO. 09-016
DATE PREPARED: 02/30/2017
DATE REVISED:

M&S CIVIL CONSULTANTS, INC.
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

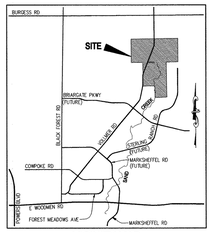
File: G:\2016\16-016 alt. Entitlements\Dwg\Survey\ALTA\16-016 - Rev 1-23-2017.dwg Plotted by: 4/10/2017 1:58 PM

ALTA/NSPS LAND TITLE SURVEY

217900058

04/10/17

A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 21, A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22, A PORTION OF THE WEST HALF (W1/2) OF SECTION 27 ANDA PORTION OF THE EAST HALF (E1/2) OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



VICINITY MAP
N.T.S.

SURVEYOR'S NOTES:

1. THE AREA NORTHERLY OF PARCEL 1 EAST, PARCEL 1 SOUTH AND WESTERLY OF VOLLMER ROAD WAS PART OF A PREVIOUS SURVEY OF PARCELS 1, 2, 3 AND 4 WEST AND PARCEL 1, 2 AND 3 EAST DEPOSITED IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDERS OFFICE MARCH 13, 2017 AT RECEPTION NO. 217900045 AT PAGES 52210, 52220, 52270 AND 52280.

2. THE IMPROVEMENTS SHOWN HEREON WERE EITHER FIELD LOCATED OR FIELD VERFIED ON DECEMBER 12, 2016, BY M&S CIVIL CONSULTANTS, INC.

3. BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376", AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "206 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E A DISTANCE OF 3925.63 FEET.

4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD FOR TRAILS AT TIMBERLINE SOUTH PARCEL 1, M&S CIVIL CONSULTANTS, INC. RELIED UPON ALTA COMMITMENT ORDER NO. SC55008840.6, EFFECTIVE DATE 02-15-2017 AT 5:00 P.M., AS PREPARED BY LAND TITLE GUARANTEE COMPANY.

5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD FOR TRAILS AT TIMBERLINE SOUTH PARCEL 2, M&S CIVIL CONSULTANTS, INC. RELIED UPON ALTA COMMITMENT ORDER NO. SC55008840.7, EFFECTIVE DATE 02-15-2017 AT 5:00 P.M., AS PREPARED BY LAND TITLE GUARANTEE COMPANY.

6. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD FOR TRAILS AT TIMBERLINE EAST PARCEL 1, M&S CIVIL CONSULTANTS, INC. RELIED UPON ALTA COMMITMENT ORDER NO. SC55060560-5, EFFECTIVE DATE 02-15-2017 AT 5:00 P.M., AS PREPARED BY LAND TITLE GUARANTEE COMPANY.

5. ANY UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. M&S CIVIL CONSULTANTS, INC. DOES NOT GUARANTEE SAID UNDERGROUND UTILITIES TO BE SHOWN IN THEIR EXACT LOCATION AND THAT SAID UNDERGROUND UTILITIES ARE SHOWN IN THEIR ENTIRETY. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT A PRIVATE UTILITY CONTRACTOR OR EXCAVATION MAY BE NECESSARY.

6. THE LINEAL UNITS USED IN THIS DRAWING ARE U.S. SURVEY FEET.

7. A PORTION OF THE PARCEL 2 SOUTH IS LOCATED WITHIN ZONE A, SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR EL PASO COUNTY, COLORADO, COMMUNITY PANEL NUMBER 08041C0535 F, EFFECTIVE DATE: MARCH 17, 1997. THERE ARE PONDS AND EXISTING CHANNEL THAT LIE NORTHERLY OF THE EXISTING FLOODPLAIN AND IS SHOWN HEREON.

AREAS OF CONCERN:

AOC #1 AREA OF CONCERN #1: EXISTING FENCE LINES LIES INSIDE AND OUTSIDE THE SUBJECT PROPERTY WITHOUT BENEFIT OF AN EASEMENT CREATING AN AREA OF CONCERN.

AOC #2 AREA OF CONCERN #2: EXISTING UTILITY LIES INSIDE THE SUBJECT PROPERTY WITHOUT BENEFIT OF AN EASEMENT CREATING AN AREA OF CONCERN.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS:

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

NOTICE:

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

SURVEYOR'S CERTIFICATION:

TO: LAND TITLE GUARANTEE COMPANY, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ROBERT SCOTT GENERAL CONTRACTORS, INC., AND ARROYA INVESTMENTS, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS1, 2, 3, 4 AND 11 OF TABLE A THEREOF.

THE UNDERSIGNED FURTHER CERTIFIES THAT THE PLAT WAS SURVEYED AND DRAWN TO THE NORMAL STANDARD OF PRACTICE OF SURVEYORS IN THE STATE OF COLORADO UNDER HIS DIRECT RESPONSIBILITY AND SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

THE FIELD WORK WAS COMPLETED ON: DECEMBER 20, 2016
DATE OF PLAT OR MAP: FEBRUARY 30, 2017

CORY L SHARP
PROFESSIONAL LAND SURVEYOR
STATE OF COLORADO, P.L.S. NO. 32820
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY
JOB NO. 09-016
DATE PREPARED: 02/30/2017
DATE REVISED:

20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

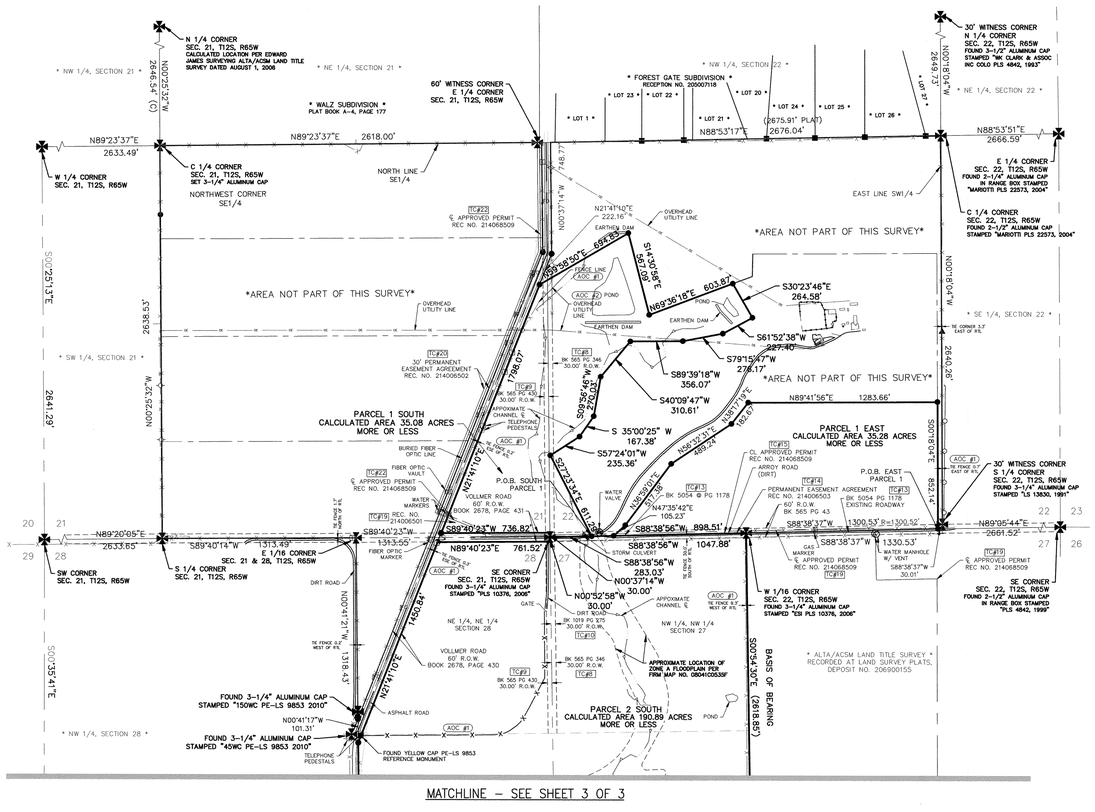
CIVIL CONSULTANTS, INC.

File: G:\09016\1 Tools & Templates\Survey\ALTA\ALTA09-5 - Rev 1-25-2017.dwg Plotted by: 4/6/2017 1:59 PM

ALTA/NSPS LAND TITLE SURVEY

217900058 **04/10/17**

A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 21, A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22,A PORTION OF THE WEST HALF (W1/2) OF SECTION 27 AND A PORTION OF THE EAST HALF (E1/2) OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



MATCHLINE – SEE SHEET 3 OF 3

1" = 300'

0 150 300 600

Scale in Feet

LEGEND

- SET NO. 5 REBAR WITH ORANGE PLASTIC CAP STAMPED "M&S CIVIL PLS 32820"
- FOUND SECTION CORNER AS SHOWN
- FOUND 2-1/2" ALUMINUM CAP STAMPED "MARIOTTI PLS 22573"
- GAS LOCATE
- WELL
- STORM CULVERT
- WATER LOCATE
- WATER MANHOLE
- WATER VALVE
- WATER VENT
- UTILITY POLE
- TELEPHONE PEDESTAL
- FIBEROPTIC PEDESTAL
- FIBEROPTIC LOCATE
- FIBEROPTIC LINE (APPROXIMATE)
- OVERHEAD POWER LINE
- BARBED WIRE FENCE
- WOOD FENCE
- (1330.89') DISTANCE PER LAND TITLE SURVEY RECORDED AT LAND SURVEY PLATS, DEPOSIT NO. 206900155
- ((1330.89')) DISTANCE PER FOREST GATE SUBDIVISION FINAL PLAT RECEPTION NO. 205007118
- * INDICATES AREA NOT PART OF THIS SURVEY

ALTA/NSPS LAND TITLE SURVEY
JOB NO. 09-016
DATE PREPARED: 02/30/2017
DATE REVISED:

20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485
CIVIL CONSULTANTS, INC.

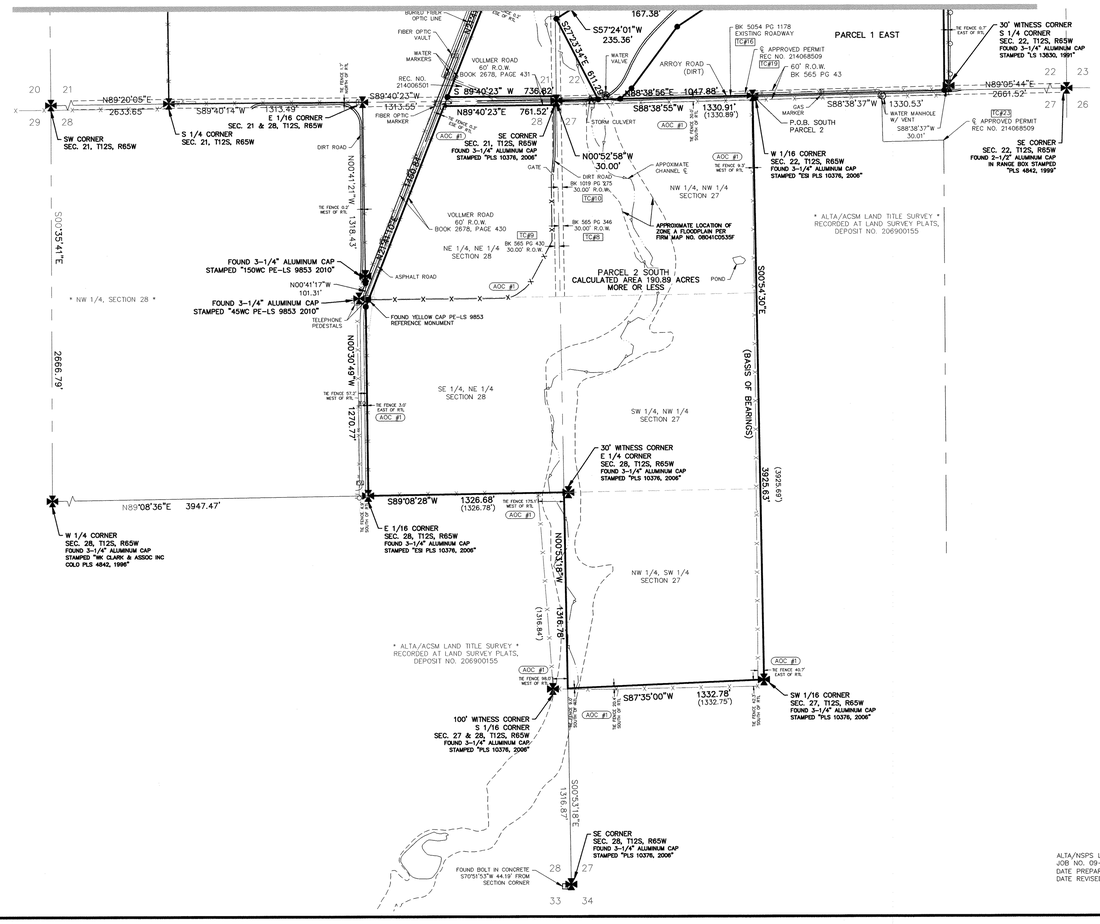
P:\...\09016\Work # Related Info\Survey\ALTA\ALTA09-2.mxd&dwg Produced: 1/30/2017 2:24 PM

ALTA/NSPS LAND TITLE SURVEY

217900058 04/10/17

A PORTION OF SOUTHEAST QUARTER (SE1/4) OF SECTION 21, A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22,A PORTION OF THE WEST HALF (W1/2)OF SECTION 27 AND A PORTION OF THE EAST HALF (E1/2) OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

MATCHLINE – SEE SHEET 2 OF 3


W 1/4 CORNER
SEC. 28, T12S, R65W
FOUND 3-1/4" ALUMINUM CAP
STAMPED "RK CLARK & ASSOC INC
COLO PLS 4842, 1999"
N89°08'36"E 3947.47'
E 1/16 CORNER
SEC. 28, T12S, R65W
FOUND 3-1/4" ALUMINUM CAP
STAMPED "ESI PLS 10376, 2006"
S89°08'28"W 1326.68' (1326.78')
FOUND 3-1/4" ALUMINUM CAP
STAMPED "45WC PE-LS 9853 2010"
N00°41'17"W 101.31'
FOUND YELLOW CAP PE-LS 9853
REFERENCE MONUMENT
* NW 1/4, SECTION 28 *
N00°30'49"W 1270.77'
2666.79'
FOUND 3-1/4" ALUMINUM CAP
STAMPED "150WC PE-LS 9853 2010"
N00°13'24"W 1316.43'
SW CORNER
SEC. 21, T12S, R65W
S 1/4 CORNER
SEC. 21 & 28, T12S, R65W
E 1/16 CORNER
SEC. 21, T12S, R65W
S89°40'23"W 1313.65'
S89°40'14"W 1313.49'
2633.65'
N89°20'05"E
DIRT ROAD
VOLLMER ROAD
60' R.O.W.
BOOK 2678, PAGE 430
ASPHALT ROAD
TC#5
BK. 565 PG 346
30.00' R.O.W.
BK. 565 PG 430
30.00' R.O.W.
NE 1/4, NE 1/4
SECTION 28
SE 1/4, NE 1/4
SECTION 28
SW 1/4, NW 1/4
SECTION 27
NW 1/4, NW 1/4
SECTION 27
NW 1/4, SW 1/4
SECTION 27
APPROXIMATE LOCATION OF
ZONE A FLOODPLAIN PER
FIRM MAP NO. 08041C0535F
PARCEL 2 SOUTH
CALCULATED AREA 190.89 ACRES
MORE OR LESS
POND
* ALTA/ACSM LAND TITLE SURVEY *
RECORDED AT LAND SURVEY PLATS,
DEPOSIT NO. 206900155
S00°30'49"E 2625.83' (BASIS OF BEARINGS)
S00°30'49"E 1316.87' (1316.87')
S87°35'00"W 1332.78' (1332.75')
100' WITNESS CORNER
S 1/16 CORNER
SEC. 27 & 28, T12S, R65W
FOUND 3-1/4" ALUMINUM CAP
STAMPED "PLS 10376, 2006"
SE CORNER
SEC. 28, T12S, R65W
FOUND 3-1/4" ALUMINUM CAP
STAMPED "PLS 10376, 2006"
FOUND BOLT IN CONCRETE
S70°51'57"W 44.19' FROM
SECTION CORNER
S00°52'58"W 30.00'
GATE
DIRT ROAD
BK 1019 PG 175
30.00' R.O.W.
TC#10
S00°52'58"W 2678.43'
S00°52'58"W 1316.43'
S00°52'58"W 1316.43'
S00°52'58"W 1316

218005694 1/16/2018 12:27 PM
PGS 4 $28.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

TEMPORARY CONSTRUCTION EASEMENT

Michael C. Turner, with an address of 9770 Arroya Lane, Colorado Springs, CO 80908 ("Grantor"), for good and valuable consideration, the receipt of which is acknowledged, hereby grants to **Arroya Investments, LLC**, a Colorado limited liability company, with an address of 1271 Kelly Johnson Blvd, Colorado Springs, CO 80920 ("Grantee"), a temporary construction easement ("Temporary Easement") on, over and across the real property legally described in the attached **Exhibit A** and graphically depicted in the diagram attached as **Exhibit B** (the "Temporary Easement Area") for the purpose of constructing drainage facilities and related appurtenances on real property adjacent to the Temporary Easement Area.

This Easement shall commence on the first day of construction and expire twelve (12) months after commencement of construction. Grantee shall notify Grantor no later than forty-eight (48) hours prior to the actual start of construction. Grantee shall have the right of reasonable ingress and egress in, to, through, over, under, and across Grantor's property described in **Exhibit A** for access to and from any roads or any other point to the area subject to the Easement. Upon completion of the drainage facilities and related appurtenances, Grantee will restore the Temporary Easement Area to a condition as similar to its condition prior to construction as reasonably possible and will repair any and all damage to Grantor's property that may arise from Grantee's construction activities.

Unless terminated by the parties by a recorded instrument, this Easement shall automatically terminate and be of no further force or effect two (2) years after the date of recording.

The provisions herein shall inure to the benefit of and bind the heirs, successors and assigns of Grantor and Grantee.

Dated this 12 day of January, ~~2017~~ 2018

GRANTOR:

Michael C. Turner

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

The foregoing instrument was acknowledged before me this 12 day of January, ~~2017~~ 2018, by Michael C. Turner.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

GRANTEE:

Arroya Investments, LLC
a Colorado limited liability company

By: _____
Jacob Decoto, Manager

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

The foregoing instrument was acknowledged before me this 12 day of Jan 2018, ~~2017~~, by Jacob Decoto, Manager of Arroya Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

Exhibits
A – Legal Description of the Temporary Easement Area
B - Diagram of Temporary Easement Area

EDWARD-JAMES SURVEYING, INC.

MAY 11, 2017
Job No. 1651.00

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "ESI PLS 10376 2006" AND AT THE WEST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "ESI PLS 10376 2006" AND IS ASSUMED TO BEAR S88°38'56"W A DISTANCE OF 1330.91 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

THENCE S88°38'56"W ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,047.87 FEET;

THENCE N27°23'34"W, A DISTANCE OF 220.92 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE N27°23'34"W, A DISTANCE OF 83.11 FEET;

THENCE N90°00'00"E, A DISTANCE OF 325.06 FEET;

THENCE S53°01'58"E, A DISTANCE OF 151.00 FEET;

THENCE S36°59'01"W, A DISTANCE OF 131.00 FEET;

THENCE S47°35'42"W, A DISTANCE OF 44.33 FEET;

THENCE S88°38'56"W ON A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 164.90 FEET;

THENCE N40°08'20"W, A DISTANCE OF 203.33 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 71,428 SQ. FEET. OR 1.640 ACRES MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

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

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JONATHAN W TESSIN
5/11/2017
33196

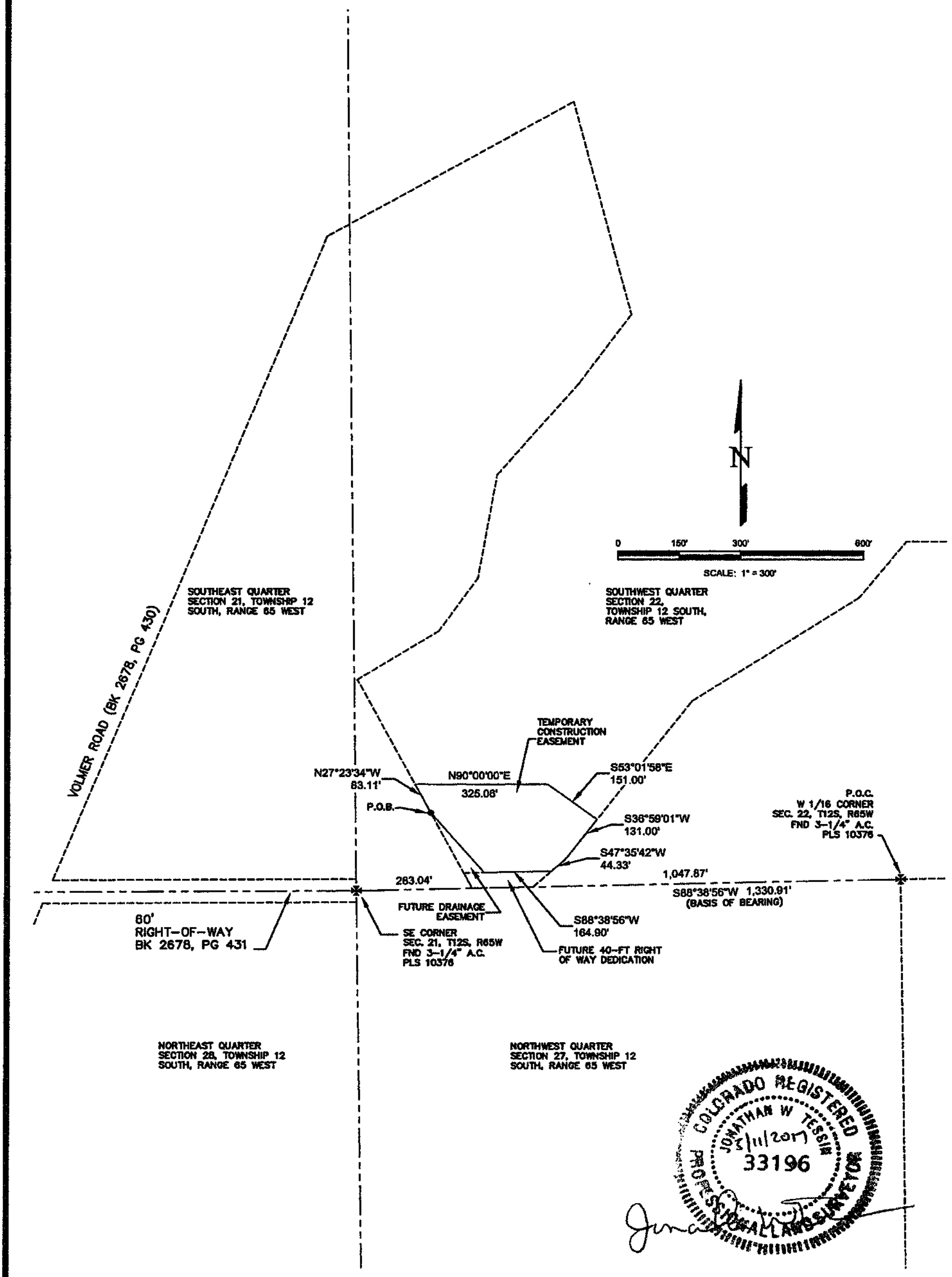
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

1005 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1206

4732 EAGLERIDGE CIRCLE
PUEBLO, CO. 81008
PHONE: (719) 545-6240 FAX: (719) 545-6247

http://ejsurveying.com

EXHIBIT B



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

EDWARD-JAMES SURVEYING, INC.
1005 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216

4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240

05-11-17

JOB NO. 1651-00
SHEET 2 OF 2

218005696 1/16/2018 12:27 PM
PGS 3 $23.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 12 day of January, ~~2017~~ 2018 by Grantor, **Michael C. Turner**, of the County of El Paso and State of Colorado, for the consideration of TEN DOLLARS ($10.00) in hand paid, hereby sells and quitclaims to **Arroya Investments, LLC**, a Colorado limited liability company ("Grantee"), whose address is 1283 Kelly Johnson Blvd, Colorado Springs, CO 80920, all of Grantors' right, title and interest in and to the following real property in the County of El Paso and State of Colorado:

SEE EXHIBITS A and B ATTACHED

With all its appurtenances.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

Michael C. Turner

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

The foregoing instrument was acknowledged before me this 12 day of January, ~~2017~~ 2018 by Michael C. Turner.

Witness my hand and official seal.

My Commission expires:

Notary Public

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

EDWARD-JAMES SURVEYING, INC.

MAY 11, 2017
Job No. 1651.00
Page 1 of 2

EXHIBIT "A"

40-FT. RIGHT OF WAY DEDICATION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "ESI PLS 10376 2006" AND AT THE WEST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "ESI PLS 10376 2006" AND IS ASSUMED TO BEAR S88°38'56"W A DISTANCE OF 1330.91 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

THENCE S88°38'56"W ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 898.51 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE S88°38'56"W ON SAID SOUTH LINE, A DISTANCE OF 149.36 FEET;

THENCE N27°23'34"W, A DISTANCE OF 44.52 FEET;

THENCE N88°38'56"E, ON A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECITON 22, A DISTANCE OF 214.83 FEET;

THENCE S47°35'42"W, A DISTANCE OF 60.90 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 AND BEING THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 7,284 SQ. FEET.

LEGAL DESCRIPTION STATEMENT

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

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JONATHAN W. TESSIN
5/11/2017
33196

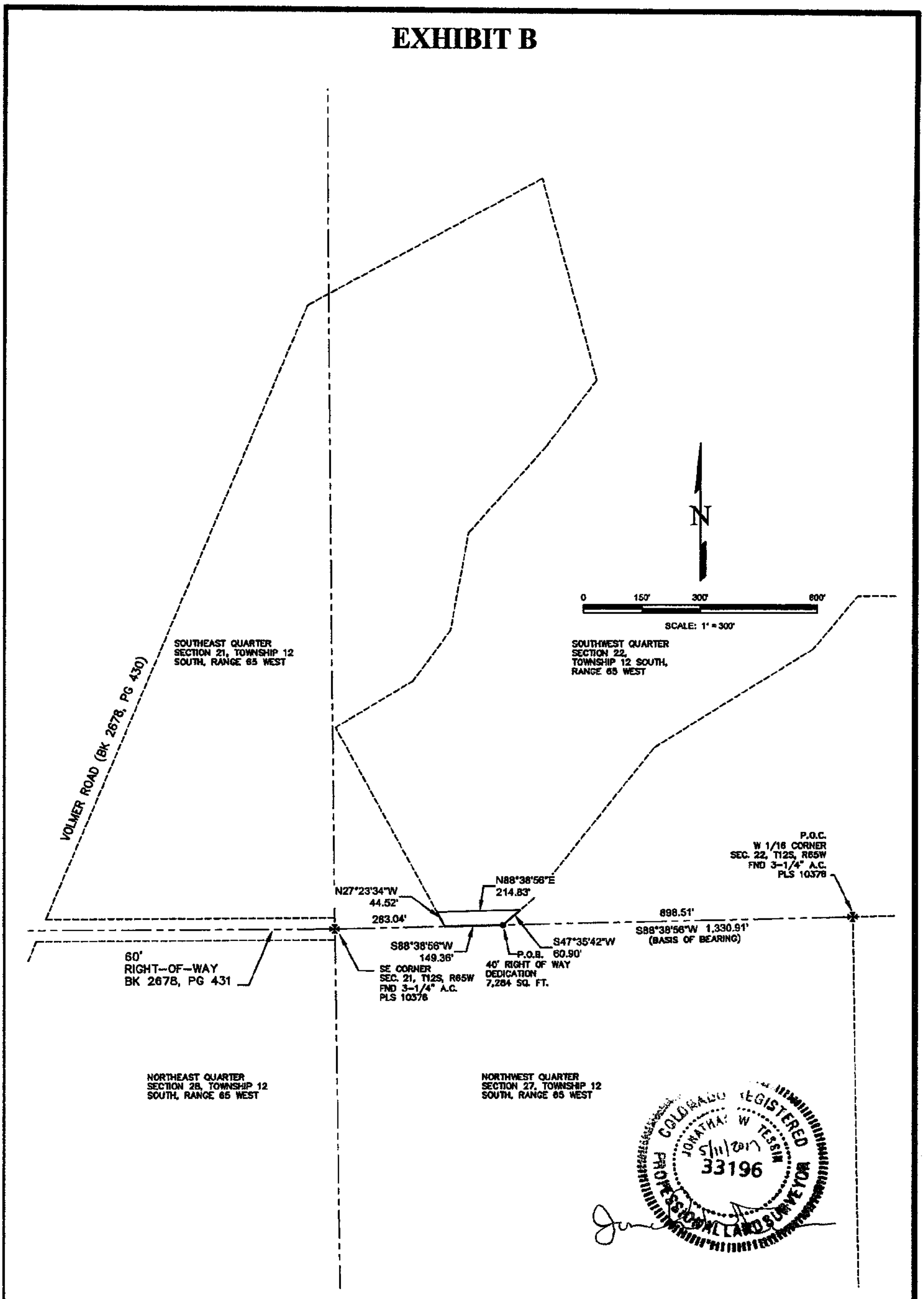
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

1005 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1206

4732 EAGLERIDGE CIRCLE
PUEBLO, CO. 81008
PHONE: (719) 545-6240 FAX: (719) 545-6247

http://ejsurveying.com

EXHIBIT B



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

EDWARD-JAMES SURVEYING, INC.
1005 Elkton Dr.
Colorado Springs, CO 80907
(719) 576-1216
4732 Eagleridge Circle
Pueblo, CO 81008
(719) 545-6240

05-11-17

JOB NO. 1651-00
SHEET 2 OF 2

218005698 1/16/2018 12:27 PM
PGS 5 $33.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

AGREEMENT FOR FUTURE GRANT OF UTILITIES EASEMENT

This Agreement is entered into and made effective this 12 day of January, 2018, between **Michael C. Turner, Holly A. Pilbrow and Edward M. Cooke** (collectively, "Buyer"), with an address for notice of 9770 Arroya Lane, Colorado Springs, CO 80908, and **Arroya Investments, LLC**, a Colorado limited liability company, and its successors and assigns ("Seller") with an address for notice of 1283 Kelly Johnson Blvd, Colorado Springs, CO 80920.

Background and Purpose

A. Buyer and Seller entered into that certain Contract to Buy and Sell Real Estate (Land) dated December 18, 2017 ("Contract") for the real property legally described in the attached **Exhibit A** and incorporated by this reference (the "Property").

B. A condition of the Contract was that Buyer agreed to execute an easement for a power line to provide service extending from the Property to the south to future parcels north and south of Arroya Lane.

C. The parties acknowledge that the actual location of the utilities easement on, over, under and across the Property is not yet known, but the parties desire to close on the purchase and sale of the Property subject to a future requirement of Buyer, its successors and assigns, to grant Seller a utilities easement at such time as the easement location is determined.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

Agreement

1. Agreement to Grant Utilities Easement. At such time as the utilities provider and Seller determine the location of the utilities line on, over, under and across the Property, Buyer shall grant Seller (or alternatively, the utilities provider) a permanent utilities easement for a power line and related appurtenances on, over, under and across the Property of a width and size that is customary for the size and type of utilities transmission line installed. The easement granted shall be for the purpose of constructing, operating, maintaining, replacing, enlarging, reconstructing, improving, inspecting, repairing, and removing the utilities line. The easement granted shall include the right of reasonable ingress and egress in, to, through, over, under, and across the Property from an adjacent public road to the site of the easement.

2. Agreement to Grant Temporary Construction Easement. If necessary for the installation of the power line on the Property, Buyer shall grant Seller (or the utilities provider) a temporary easement on, over and across an additional part of the Property for construction purposes. Upon completion of construction, the Property subject to the temporary easement shall be restored to a condition as similar to its condition prior to construction as reasonably possible and will repair any and all damage to the Property that may arise from construction activities.

3. Enforcement of Agreement. If Buyer fails or refuses to execute a permanent easement for the power line as contemplated by the Contract and this Agreement, Seller shall be entitled to all remedies available at law or in equity, including specific performance. In the event of litigation between Seller and Buyer arising out of the enforcement of or a default under this Agreement, the prevailing party shall be entitled to judgment for court costs and reasonable attorney fees in an amount to be determined by the court.

4. Severability. If any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement by court order and the remaining provisions of the Agreement shall continue to be binding and effective.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Exclusive venue for any legal or equitable proceeding shall be in the county or district courts located in El Paso County, Colorado.

6. Binding Effect. This Agreement and the rights and obligations created are intended to run with the land and shall be binding on and inure to the benefit of Buyer and Seller, and their respective heirs, successors and assigns.

7. Entire Agreement. This Agreement represents the entire agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this Agreement, unless stated in writing and signed by all parties affected by the amendment or modification. This Agreement may be terminated by a written instrument signed by all parties.

BUYER:

Michael C. Turner

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

The foregoing instrument was acknowledged before me this 12 day of January, 2018, by Michael C. Turner.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

BUYER:

Holly A. Pilbrow

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

The foregoing instrument was acknowledged before me this 12 day of January, 2018, by Holly A. Pilbrow.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

BUYER:

Edward M. Cooke

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

The foregoing instrument was acknowledged before me this 12 day of January, 2018, by Edward M. Cooke.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

SELLER:

Arroya Investments, LLC
a Colorado limited liability company

By: Paul Howard
Manager

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

The foregoing instrument was acknowledged before me this 12 day of January, 2018, by Paul Howard, Manager of Arroya Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

SHELLEY DRISCOLL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924013825
MY COMMISSION EXPIRES OCTOBER 20, 2020

Notary Public

EDWARD-JAMES SURVEYING, INC.

January 3, 2018
Job No. 1651.00
Page 1 of 3

EXHIBIT "A"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED ACCORDINGLY PLS 10376 AND AT THE NORTH END BY A FOUND 2-1/2" ALUMINUM CAP STAMPED ACCORDINGLY PLS 9646, ASSUMED TO BEAR N00°37'14"W A DISTANCE OF 2651.33 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;

THENCE N00°37'14"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 40.00 FEET;

THENCE N88°38'56"E ON A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 158.10 FEET TO THE **POINT OF BEGINNING;**

THENCE N45°31'06"W, A DISTANCE OF 431.45 FEET;

THENCE N03°17'03"E, A DISTANCE OF 1352.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLMER ROAD AS DESCRIBED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE N59°58'50"E, A DISTANCE OF 694.83 FEET;

THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET;

THENCE N69°36'16"E, A DISTANCE OF 603.87 FEET;

THENCE S30°23'46"E, A DISTANCE OF 264.58 FEET;

THENCE S61°52'36"W, A DISTANCE OF 227.40 FEET;

THENCE S79°15'47"W, A DISTANCE OF 276.17 FEET;

THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET;

THENCE S40°09'47"W, A DISTACNE OF 310.61 FEET;

THENCE S09°56'46"W, A DISTANCE OF 270.03 FEET;

THENCE S35°00'25"W, A DISTANCE OF 167.38 FEET;

THENCE S57°24'01"W, A DISTANCE OF 235.36 FEET;

THENCE S27°23'34"E, A DISTANCE OF 566.79 FEET;

THENCE S88°38'56"W ON A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 104.90 FEET TO THE **POINT OF BEGINNING.**

926 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1206

4732 EAGLERIDGE CIRCLE
PUEBLO, CO. 81008
PHONE: (719) 545-6240 FAX: (719) 545-6247

http://ejsurveying.com

EDWARD-JAMES SURVEYING, INC.

January 3, 2018
Job No. 1651.00
Page 2 of 3

CONTAINING A CALCULATED AREA OF 991,137 SQ. FEET, OR 22.753 ACRES.

LEGAL DESCRIPTION STATEMENT

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

COLORADO REGISTERED JONATHAN W. TESSIN 1/3/2018 33196 PROFESSIONAL LAND SURVEYOR

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

926 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1206

4732 EAGLERIDGE CIRCLE
PUEBLO, CO. 81008
PHONE: (719) 545-6240 FAX: (719) 545-6247

http://ejsurveying.com

220154819 10/1/2020 11:25 AM
PGS 4 $28.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

NON-EXCLUSIVE EASEMENT

Michael C. Turner, Holly A. Pilbrow, and Edward M. Cooke

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of ten dollars and other valuable considerations, hereby grants to **Mountain View Electric Association, Inc., a Colorado Corporation,** P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the non-exclusive easement to construct, maintain, change, renew, relocate, enlarge and operate its line or lines for the distribution of electrical energy and the monitoring and control thereof, including the necessary conduits, wires, and fixtures and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such transformers, switch cabinets, voltage regulators and other above-ground apparatus, for use by Grantee, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along a strip of land owned by Grantor, located in the SE ¼ of Section 21 and the SW ¼ of Section 22, Township 12 South, Range 65 West of the 6th P.M County of El Paso, State of Colorado,

As described and shown on attached Exhibit "A".

To the extent practicable, Grantee shall access its non-exclusive easement from the west side of Grantor's property.

The facilities will be installed underground with the need for one pull vault and no other above ground apparatus.

The Grantee shall have the right (1) to trim or cut down any trees and shrubbery on or adjacent to said strip of land, and to control the growth of same by machinery or otherwise; and (2) to remove and enjoin and restrain the placement of any objects or buildings or changes of grade which may interfere with the construction and operation of such lines.

TO HAVE AND TO HOLD said non-exclusive easement unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs and assigns, not to change grade or erect any building or structure within the limits of said strip of land; and the Grantee, its successors and assigns, shall have the right, upon 10 days written notice to Grantor and AT THE EXPENSE OF GRANTOR (OR GRANTOR'S SUCCESSORS OR ASSIGNS), to remove objects or buildings interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and the non-exclusive easement in order to remove the interference.

The Grantor agrees that all wires, cables and other facilities, including any main service entrance equipment, installed in, upon or under the above-described non-exclusive easement by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his successors and assigns, to pass over said strip of land from one portion of the land to another, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to repair, replace or pay for any damage which may arise from constructing, maintaining, operating or removing said electric distribution or lines so far as the same shall affect driveways, fences, irrigation or draining ditches, or growing lawns, gardens or crops (not including trees unless specifically agreed to by a separate writing) that do not interfere with the operation and use of Grantee's lines and equipment, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor (or Grantor's successors or assigns), one by the Grantee and the third person by the two persons aforesaid; the award of such three persons to be final and conclusive.

In the event that Grantee no longer needs the non-exclusive easement conveyed hereunder for the purposes set forth herein, Grantee shall execute a release of quitclaim deed relinquishing its non-exclusive easement hereunder.

The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs and assigns of the parties.

Executed this 30 day of September 2020

STATE OF COLORADO)
)ss.
COUNTY OF El Paso)

× Holly A Pilbrow × Holly A Pilbrow
× Edward M Cooke × Edward M Cooke
× × Michael C. Turner

The within instrument was acknowledged before me this 30 day of September 20 20

by Michael C. Turner, Holly A. Pilbrow & Edward M. Cooke as _____ of _____
(Print the name(s) signed above)

(SEAL)
AMY B GRIER
Notary Public
State of Colorado
Notary ID # 19974011320
My Commission Expires 08-25-2021

WITNESS my hand and official seal

19-0823 cg
Work Order No.

Notary Public

My Commission Expires 8/25/2021

CLASSIC CONSULTING SM
619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 1185.00-03R2
APRIL 23, 2020
REV. JUNE 23, 2020
REV. JULY 21, 2020

LEGAL DESCRIPTION: PUBLIC UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY NO. 5 REBAR FLUSH WITH THE GROUND AND AT THE EASTERLY END BY A 1-1/2" ORANGE PLASTIC SURVEYORS CAP STAMPED "MS CIVIL 32820" FLUSH WITH THE GROUND, IS ASSUMED TO BEAR S88°38'55"W A DISTANCE OF 149.35 FEET.

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005696 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE N16°04'04"W, A DISTANCE OF 1,363.69 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005438 SAID POINT BEING ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 219114002 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N21°41'10"E, A DISTANCE OF 31.68 FEET TO A POINT ON A LINE 10.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005438 BEING ALSO THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 219122452;
THENCE N03°17'03"E, ON SAID PARALLEL LINE A DISTANCE OF 253.42 FEET;
THENCE N21°41'10"E, A DISTANCE OF 121.44 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 01°00'26", A RADIUS OF 1,000.00 FEET AND A DISTANCE OF 17.58 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005438 SAID POINT BEING THE POINT OF TERMINUS;

FROM WHENCE THE POINT OF BEGINNING BEARS S10°39'17"W, A DISTANCE OF 418.89 FEET.

EXTENDING AND/OR SHORTENING THE SIDELINES TO COMMENCE ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005438 AND TERMINATE ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218005438.

CONTAINING A CALCULATED AREA OF 8,482 SQUARE FEET.

JOB NO. 1185.00-03R2
APRIL 23, 2020
REV. JUNE 23, 2020
REV. JULY 21, 2020

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED 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.

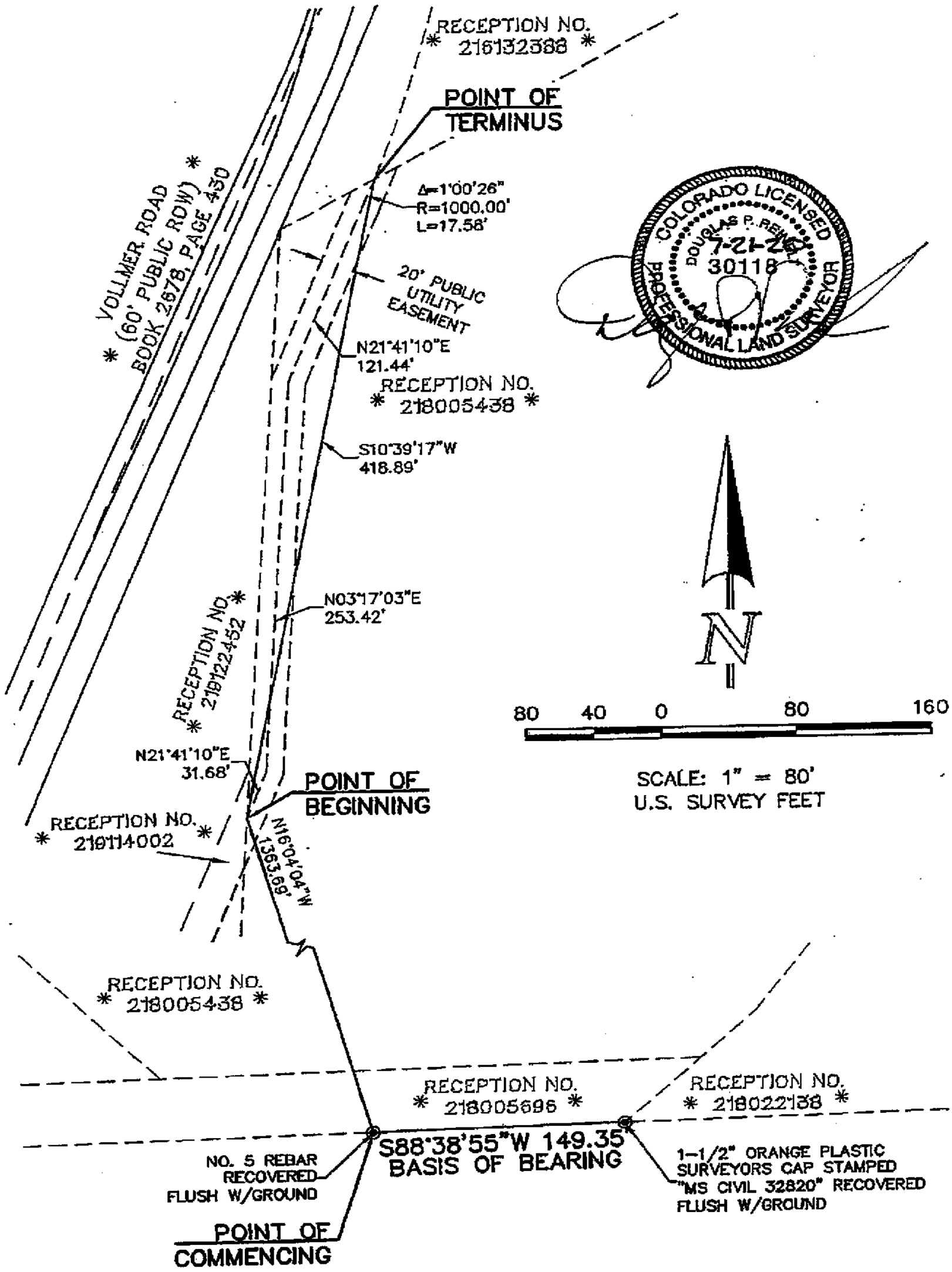
COLORADO LICENSED
DOUGLAS P. REINELT
7-21-20
30178
PROFESSIONAL LAND SURVEYOR

DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30178
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

JULY 21, 2020
DATE

CLASSIC CONSULTING SM
619 North Cascade Avenue, Suite 200 (719)785-0790
Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

UTILITY EASEMENT
JOB NO. 1185.00-03R2
APRIL 4, 2019
REV. JUNE 23, 2020
REV. JULY 21, 2020
SHEET 3 OF 3



N:\118500\DRAWINGS\SURVEY\EXHIBITS\03R2-118500 TURNER PILBROW PUE 07-21-20.dwg, 7/21/2020 12:29:25 PM, 1:1

CCES, LLC 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.