

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: RND55106119**

**Property Address:**

0 VOLLMER ROAD, COLORDAO SPRINGS, CO 80908

**1. Effective Date:**

06/13/2022 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$5,000.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

BLACK FOREST TRAILS ASSOCIATION, INC., A COLORADO NON-PROFIT CORPORATION

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

A TRACT OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, 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 NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST BEING MONUMENTED AT THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "PLS 10376 2006" AND AT THE WEST END BY A ALUMINUM CAP STAMPED "PE PLS 9853", BEING ASSUMED TO BEAR S89° 40'23"W, A DISTANCE OF 1,313.55 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE RIGHT OF WAY AS RECORDED IN BOOK 2678 AT PAGE 431, RECORDS OF EL PASO COUNTY, COLORADO;  
THENCE N00°37'14"W ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 40.00 FEET, TO A POINT ON THE NORTHERLY LINE OF THE PARCEL RECORDED UNDER RECEPTION NO. 219018917;  
THENCE ON THE NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. S89° 40'23"W ON A LINE 40' FEET NORTH OF AND PERPENDICULAR WITH THE NORTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 348.92 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 18° 00'09", A RADIUS OF 560.00 FEET, A DISTANCE OF 175.95 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N17°40'32"E, HAVING A DELTA OF 04° 00'38", A RADIUS OF 560.00 FEET, A DISTANCE OF 39.20 FEET TO A POINT OF TANGENT;
2. N68° 18'50"W, A DISTANCE OF 145.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE AS DESCRIBED IN BOOK 2678 AT PAGE 430;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

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THENCE N21°41'10"E ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,684.25 FEET TO THE ANGLE POINT OF THE TRACT OF LAND DESCRIBED IN DOCUMENT RECORDED UNDER RECEPTION NO. 218005438;

THENCE S03°17'03"W, ON SAID BOUNDARY LINE OF SAID TRACT, A DISTANCE OF 348.46 FEET TO A POINT THAT IS 110.00 FEET EASTERLY OF THE EAST RIGHT OF WAY LINE AS RECORDED IN BOOK 2678 AT PAGE 430, SAID POINT BEING ON THE WESTERLY LINE OF THE PARCEL RECORDED UNDER RECEPTION NO. 219114002;

THENCE ON SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S21°41'10"W ON LINE 110.00 FEET EASTERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE A DISTANCE OF 1,163.40 FEET;
2. S00°00'00"E, A DISTANCE OF 203.23 FEET TO THE POINT OF BEGINNING,

COUNTY OF EL PASO, STATE OF COLORADO

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND55106119

**All of the following Requirements must be met:**

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

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

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

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

1. **WARRANTY DEED FROM BLACK FOREST TRAILS ASSOCIATION, INC., A COLORADO NON-PROFIT CORPORATION TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.**

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

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

Order Number: RND55106119

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. RESERVATION OF ROAD RIGHT OF WAY IN DEED RECORDED MAY 6, 1924 IN BOOK 565 AT PAGE [430](#).**
- 10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BLACK FOREST VOLUNTEER FIRE PROTECTION DISTRICT , AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 11, 1967, IN BOOK 2772 AT PAGE [121](#).**
- 11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT , AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE [675](#) AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE [582](#).  
ORDER AND DECREE CREATING DISTRICT RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE [670](#)  
AND FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE [587](#).**
- 12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY RECORDED FEBRUARY 11, 1983 IN BOOK 3673 AT PAGE [908](#).**
- 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](#).**



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

**Order Number:** RND55106119

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED OCTOBER 27, 1994 IN BOOK 6551 AT PAGE [588](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. [214006501](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. [214006502](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT RECORDED JULY 31, 2014 UNDER RECEPTION NO. [214068509](#).
18. RESERVATIONS AS CONTAINED IN DEED RECORDED NOVEMBER 15, 2016 UNDER RECEPTION NO. [216132317](#).
19. CONVEYANCE OF WATER RIGHTS IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 15, 2016 UNDER RECEPTION NO. [216132318](#)
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE RECORDED AUGUST 09, 2018 UNDER RECEPTION NO. [218092584](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Company

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

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

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

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

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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

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



Craig B. Rants, Senior Vice President



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

By  *C. Monroe* President

Attest  *David Wold* Secretary

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

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No. 360866

WARRANTY DEED (CORPORATION)

The Edgar Lumber and Box Company

TO Sara Miner

STATE OF COLORADO, COUNTY OF EL PASO

Filed for record at 3 o'clock P. M. May 6 1924

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 Sara 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... to the said party of the first part in hand paid by the said party of the second part...

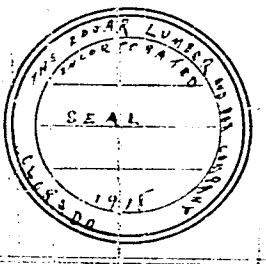
It is expressly understood and agreed between the parties hereto that this conveyance is made subject to a right of way over and across a strip of land thirty feet wide on each side of each section line...

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof...

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, a corporation...

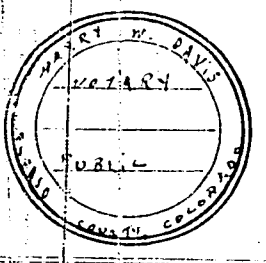
part her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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.



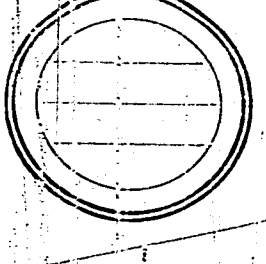
ATTEST: M. A. Hackett, Secretary. F. P. Evans, President.

STATE OF COLORADO, COUNTY OF EL PASO. I, the undersigned, a Notary Public in and for said County, do hereby certify that W. P. Riedoch and C. W. Riedoch 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...



Given under my hand and notarial seal this 3rd day of May A. D. 1924. My commission expires August 2nd, 1924 Harry W. Davis, Notary Public.

STATE OF COLORADO, COUNTY OF EL PASO. I, the undersigned, a Notary Public in and for said County, do hereby certify that W. P. Riedoch and C. W. Riedoch 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...



Given under my hand and seal, this 3rd day of May A. D. 1924. My commission expires August 2nd, 1924 Harry W. Davis, Notary Public.

No. 360994

WARRANTY DEED (CORPORATION)

The Riedoch Lumber & Investment Company

TO William S. Austin

STATE OF COLORADO, COUNTY OF EL PASO

Filed for record at 5 o'clock P. M. May 1 1924

RECORDER

This Deed, Made this 1st day of May in the year of our Lord

one thousand nine hundred and twenty four between The Riedoch Lumber & Investment Company, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and William S. Austin

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... to the said party of the first part in hand paid by the said party of the second part...

the amended plat and subdivision of Block 107 and parts of Blocks 106, 108 and 109 in North Fountain, El Paso County, Colorado.



Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof...

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 Riedoch Lumber & Investment Company, a corporation...

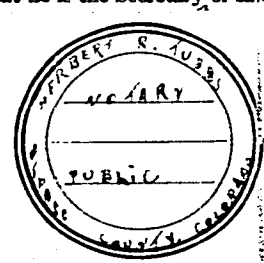
part her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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.



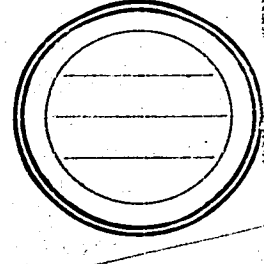
ATTEST: C. W. Riedoch, Secretary. W. P. Riedoch, President.

STATE OF COLORADO, COUNTY OF EL PASO. I, Herbert P. Tubbs, a Notary Public in and for said County, do hereby certify that W. P. Riedoch and C. W. Riedoch 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 Riedoch Lumber & Investment Company, a corporation...



Given under my hand and notarial seal this 1st day of May A. D. 1924. My commission expires September 21, 1924 Herbert P. Tubbs, Notary Public.

STATE OF COLORADO, COUNTY OF EL PASO. I, the undersigned, a Notary Public in and for said County, do hereby certify that W. P. Riedoch and C. W. Riedoch 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...



Given under my hand and seal, this 1st day of May A. D. 1924. My commission expires September 21, 1924 Herbert P. Tubbs, Notary Public.



8 - 21 - 75

Received at 10<sup>02</sup> o'clock A M. AUG 21 1975  
Reception No. 171850 HARRIET BEALS

BOOK 2772 PAGE 121  
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  
Civil Action No. 53936

JUL 15 1967 345

IN THE MATTER OF THE BLACK FOREST )  
VOLUNTEER FIRE PROTECTION DISTRICT )

DE C R E E

AND NOW, On this the 11<sup>th</sup> 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,

D O T H F I N D:

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;



8 - 21 - 75

BOOK 2772 PAGE 122

SEC. 151.1. 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 DOETH 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,



8 - 21 - 75

BOOK 2772 PAGE 124

151820

COLL 151820 318

Colorado Revised Statutes, 1963 as Amended.

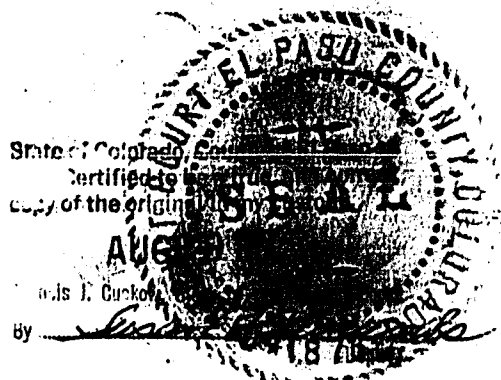
That the Court retains jurisdiction of said District as granted by the Colorado statutes.

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. Kruze, Jr.*





AND IT FURTHER APPEARING that all of the provisions of law, and more particularly all of the requirements of Section 32-5-301, et seq., Colorado Revised Statutes 1973, as amended, and Section 32-1-108, Colorado Revised Statutes 1973, as amended, have been complied with, met and performed, in the organization of said District;

And the Court being fully advised in the premises, hereby:

ORDERS AND DECREES, that said District has been duly and regularly organized and shall be known as "Falcon Fire Protection District ", in El Paso County, Colorado.

The District is located in El Paso County, Colorado, and is described as follows:

An area comprising portions of Townships 12, 13, and 14 South, in Ranges 63, 64, and 65 West, of the 6th P.M., surrounding the Town of Falcon, in the County of El Paso, State of Colorado, the boundary of which is described as follows:

Beginning at the Northwest corner of Section 1, T.12 S., R.65 W., of the 6th P.M.; thence Easterly along the Northerly line of Section 1 in said R.65 W. and along the Northerly line of Sections 6, 5, and 4, in T.12 S., R.64 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 4; thence Southerly along the Easterly line of said Section 4 and Sections 9, 16, 21, 28, and 33, all in said T.12 S., R.64 W., a distance of 6 miles to the Southeast corner of said Section 33 and the Northwest corner of Section 3, in T.13 S., R.64 W.; thence Easterly along the Northerly line of said Section 3 and Sections 2 and 1, in T.13 S., R.64 W., and the Northerly line of Section 6, in T.13 S., R.63 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 6; thence Southerly along the Easterly line of said Section 6 and Sections 7, 18, and 19, a distance of 4 miles to the Southeast corner of said Section 19; thence Westerly along the Southerly line of said Section 19, a distance of one-half mile to the center of said Southerly line and the center of the Northerly line of Section 30, T.12 S., R.63 W.; thence Southerly along the North-South centerline of said Section 30, a distance of one-half mile to the center of said Section 30; thence Westerly on the East-West centerline of said Section 30, a distance of one-half mile to the center of the Westerly line of said Section 30 and the Easterly line of Section 25, T.13 S., R.64 W., of the 6th P.M.; thence Southerly along the Easterly line of the South half of said Section 25 and the Easterly line of Section 36, T.13 S., R.64 W., a distance of 1½ miles to the Southeast corner of said Section 36; thence Westerly along the Southerly line of said Section 36 and Section 35, T.13 S., R.64 W., a distance of 1½ miles to the center of the Southerly line of said Section 35 and

the center of the Northerly line of Section 2, T.14 S., R.64 W., of the 6th P.M.; thence Southerly on the North-South centerline of said Section 2, a distance of 1 mile to the center of the Southerly line of said Section 2; thence Westerly on the Southerly line of the West half of said Section 2; and the Southerly line of Sections 3, 4, 5, and 6, in T.14 S., R.64 W. and the Southerly line of Sections 1, 2, 3, 4, and the East half of Section 5, all in T.14 S., R.65 W., of the 6th P.M., a distance of 9 miles to the Southwest corner of the East half of said Section 5; thence Northerly along the North-South centerline of Section 5, T.14 S., R.65 W. and the North-South centerline of Sections 32, 29, 20, and 17, a distance of 5 miles to the center of the Southerly line of Section 8, T.13 S., R.65 W.; thence Westerly along the Southerly line of the West half of said Section 8, a distance of one-half mile to the Southwest corner of said Section 8; thence Northerly along the Westerly line of said Section 8, a distance of 1 mile to the Northwest corner of said Section 8; thence Easterly along the Northerly line of said Section 8, a distance of 1 mile to the Northeast corner of said Section 8 and the Southwest corner of Section 4, T.13 S., R.65 W.; thence Northerly along the Westerly line of said Section 4, a distance of 1 mile to the Northwest corner of said Section 4; thence Easterly along the Northerly line of said Section 4 and Section 3, a distance of 2 miles to the Northeast corner of said Section 3 and the Southwest corner of Section 35, T.12 S., R.65 W.; thence Northerly along the Westerly line of said Section 35 and Sections 26, 23, and 14, to the Northwest corner of Section 14; thence Easterly along the Northerly line of said Section 14, a distance of 1 mile to the Northeast corner of said Section 14 and the Southwest corner of Section 12, T.12 S., R.65 W.; thence Northerly along the Westerly line of said Section 12 and of Section 1, a distance of 2 miles to the point of beginning.

Containing 104.25 square miles. Excluding from the District, however, the property described in Exhibit A attached hereto and made a part hereof.

Said District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation; that said Board of Directors shall take such steps and proceedings as the needs of the District may require; and that within thirty (30) days after

the date hereof, the Clerk of this Court shall transmit to the County Clerk and Recorder of El Paso County, Colorado, and to the County Assessor of said County, true and correct copies of this Order and Decree for filing in their offices. Notice of the completion of the organization of the District shall be filed in duplicate with and recorded by the County Clerk and Recorder of El Paso County, and a certified duplicate copy of said Notice shall be filed by said County Clerk with the Division of Local Government of the State of Colorado.

DONE IN OPEN COURT this 1<sup>st</sup> day of Dec, 1980.

BY THE COURT:

RICHARD V. HALL

District Judge

State of Colorado  
County Assessor  
Correct  
copy  
District Court  
Deputy

EXHIBIT A

BOOK 3380 PAGE 674



00725547

1980 DEC -2 AM 8:07

BOOK 3380 PAGE 675

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

218

IN THE DISTRICT COURT

IN AND FOR THE COUNTY OF EL PASO

STATE OF COLORADO

No. 80CV2508

IN THE MATTER OF THE )  
ORGANIZATION OF ) NOTICE OF ORGANIZATION  
FALCON FIRE PROTECTION DISTRICT )

TO: THE COUNTY CLERK AND RECORDER, EL PASO COUNTY, COLORADO,  
and  
TO: THE DIVISION OF LOCAL GOVERNMENT OF THE STATE OF  
COLORADO:

Pursuant to the provisions of Section 32-1-104,  
Colorado Revised Statutes 1973, as amended;

NOTICE IS HEREBY GIVEN that by Order and Decree of  
the District Court in and for the County of El Paso and State  
of Colorado, No. 80CV2508, entered on the 1st day of  
December, 1980, filed in the office of the County Clerk and  
Recorder of said County on the 1st day of December, 1980, at  
Book \_\_\_\_, Page \_\_\_\_, and in the office of the County Assessor  
of said County on the 1st day of December, 1980, the Falcon  
Fire Protection District, in the County of El Paso and State  
of Colorado, has been duly formed and organized pursuant to  
the laws of the State of Colorado thereto relating.

NOTICE IS FURTHER GIVEN that the area of said  
District, being the area included within the boundaries  
thereof, is entirely located within El Paso County, Colorado,  
and is more particularly described as follows:

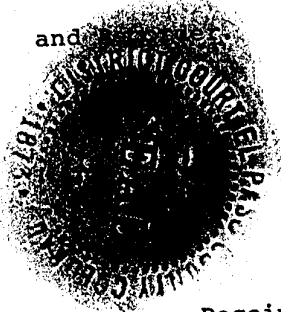
An area comprising portions of Townships 12, 13, and 14 South, in Ranges 63, 64, and 65 West, of the 6th P.M., surrounding the Town of Falcon, in the County of El Paso, State of Colorado, the boundary of which is described as follows:

Beginning at the Northwest corner of Section 1, T.12 S., R.65 W., of the 6th P.M.; thence Easterly along the Northerly line of Section 1 in said R.65 W. and along the Northerly line of Sections 6, 5, and 4, in T.12 S., R.64 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 4; thence Southerly along the Easterly line of said Section 4 and Sections 9, 16, 21, 28, and 33, all in said T.12 S., R.64 W., a distance of 6 miles to the Southeast corner of said Section 33 and the Northwest corner of Section 3, in T.13 S., R.64 W.; thence Easterly along the Northerly line of said Section 3 and Sections 2 and 1, in T.13 S., R.64 W., and the Northerly line of Section 6, in T.13 S., R.63 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 6; thence Southerly along the Easterly line of said Section 6 and Sections 7, 18, and 19, a distance of 4 miles to the Southeast corner of said Section 19; thence Westerly along the Southerly line of said Section 19, a distance of one-half mile to the center of said Southerly line and the center of the Northerly line of Section 30, T.12 S., R.63 W.; thence Southerly along the North-South centerline of said Section 30, a distance of one-half mile to the center of said Section 30; thence Westerly on the East-West centerline of said Section 30, a distance of one-half mile to the center of the Westerly line of said Section 30 and the Easterly line of Section 25, T.13 S., R.64 W., of the 6th P.M.; thence Southerly along the Easterly line of the South half of said Section 25 and the Easterly line of Section 36, T.13 S., R.64 W., a distance of 1½ miles to the Southeast corner of said Section 36; thence Westerly along the Southerly line of said Section 36 and Section 35, T.13 S., R.64 W., a distance of 1½ miles to the center of the Southerly line of said Section 35 and the center of the Northerly line of Section 2, T.14 S., R.64 W., of the 6th P.M.; thence Southerly on the North-South centerline of said Section 2, a distance of 1 mile to the center of the Southerly line of said Section 2; thence Westerly on the Southerly line of the West half of said Section 2, and the Southerly line of Sections 3, 4, 5, and 6, in T.14 S., R.64 W. and the Southerly line of Sections 1, 2, 3, 4, and the East half of Section 5, all in T.14 S., R.65 W., of the 6th P.M., a distance of 9 miles to the Southwest corner of the East half of said Section 5; thence Northerly along the North-South centerline of Section 5, T.14 S., R.65 W. and the North-South centerline of Sections 32, 29, 20, and 17, a distance of 5 miles to the center of the Southerly line of Section 8, T.13 S., R.65 W.; thence Westerly along the Southerly line of the West half of said Section 8, a distance of one-half mile to the Southwest corner of said Section 8; thence Northerly along the Westerly line of said Section 8, a distance of 1 mile to the Northwest corner of said Section 8; thence Easterly along the Northerly line of said Section 8, a distance of 1 mile to the Northeast corner of said Section 8 and the Southwest corner of Section 4, T.13 S., R.65 W.; thence Northerly along the Westerly line of said Section 4, a distance of 1 mile to the Northwest corner of said Section 4; thence Easterly along the Northerly line of said Section 4 and Section 3, a distance of 2 miles to the

Northeast corner of said Section 3 and the Southwest corner of Section 35, T.12 S., R.65W.; thence Northerly along the Westerly line of said Section 35 and Sections 26, 23, and 14, to the Northwest corner of Section 14; thence Easterly along the Northerly line of said Section 14, a distance of 1 mile to the Northeast corner of said Section 14 and the Southwest corner of Section 12, T.12 S., R.65 W.; thence Northerly along the Westerly line of said Section 12 and of Section 1, a distance of 2 miles to the point of beginning.

Containing 104.25 square miles. Excluding from the District, however, the property described in Exhibit A attached hereto and made a part hereof.

Pursuant to law this Notice, including the above description, must be filed in duplicate with, and recorded by the County Clerk and Recorder of the County in which the organization took place, and a certified duplicate copy of this Notice shall also be filed with the Division of Local Government by said Clerk and



*Deputy John Salley* 12/1/80  
Clerk of the District Court  
El Paso County, Colorado

Receipt of duplicate copies of this Notice is hereby acknowledged. Notice filed the 1st day of December, 1980, as Document No. \_\_\_\_\_, at Book \_\_\_\_\_, Page \_\_\_\_\_.

County Clerk and Recorder  
El Paso County, Colorado

Receipt by the Division of Local Government of the State of Colorado of a certified duplicate copy of this Notice is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 198\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

BOOK 3380 PAGE 678

00745740

1981 FEB 17 AM 10:48

BOOK 3404 PAGE 582

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

IN THE DISTRICT COURT  
IN AND FOR THE COUNTY OF EL PASO  
STATE OF COLORADO

1002

No. 80CV2508

IN THE MATTER OF THE  
ORGANIZATION OF  
FALCON FIRE PROTECTION DISTRICT

)  
) NOTICE OF ORGANIZATION  
)

TO: THE COUNTY CLERK AND RECORDER, EL PASO COUNTY, COLORADO,  
and  
TO: THE DIVISION OF LOCAL GOVERNMENT OF THE STATE OF  
COLORADO:

Pursuant to the provisions of Section 32-1-104,  
Colorado Revised Statutes 1973, as amended;

NOTICE IS HEREBY GIVEN that by Order and Decree of  
the District Court in and for the County of El Paso and State  
of Colorado, No. 80CV2508, entered on the 1st day of  
December, 1980, filed in the office of the County Clerk and  
Recorder of said County on the 1st day of December, 1980, at  
Book 3380, Page 470, and in the office of the County Assessor  
of said County on the 1st day of December, 1980, the Falcon  
Fire Protection District, in the County of El Paso and State  
of Colorado, has been duly formed and organized pursuant to  
the laws of the State of Colorado thereto relating.

NOTICE IS FURTHER GIVEN that the area of said  
District, being the area included within the boundaries  
thereof, is entirely located within El Paso County, Colorado,  
and is more particularly described as follows:

An area comprising portions of Townships 12, 13, and 14 South, in Ranges 63, 64, and 65 West, of the 6th P.M., surrounding the Town of Falcon, in the County of El Paso, State of Colorado, the boundary of which is described as follows:

Beginning at the Northwest corner of Section 1, T.12 S., R.65 W., of the 6th P.M.; thence Easterly along the Northerly line of Section 1 in said R.65 W. and along the Northerly line of Sections 6, 5, and 4, in T.12 S., R.64 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 4; thence Southerly along the Easterly line of said Section 4 and Sections 9, 16, 21, 28, and 33, all in said T.12 S., R.64 W., a distance of 6 miles to the Southeast corner of said Section 33 and the Northwest corner of Section 3, in T.13 S., R.64 W.; thence Easterly along the Northerly line of said Section 3 and Sections 2 and 1, in T.13 S., R.64 W., and the Northerly line of Section 6, in T.13 S., R.63 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 6; thence Southerly along the Easterly line of said Section 6 and Sections 7, 18, and 19, a distance of 4 miles to the Southeast corner of said Section 19; thence Westerly along the Southerly line of said Section 19, a distance of one-half mile to the center of said Southerly line and the center of the Northerly line of Section 30, T.12 S., R.63 W.; thence Southerly along the North-South centerline of said Section 30, a distance of one-half mile to the center of said Section 30; thence Westerly on the East-West centerline of said Section 30, a distance of one-half mile to the center of the Westerly line of said Section 30 and the Easterly line of Section 25, T.13 S., R.64 W., of the 6th P.M.; thence Southerly along the Easterly line of the South half of said Section 25 and the Easterly line of Section 36, T.13 S., R.64 W., a distance of 1½ miles to the Southeast corner of said Section 36; thence Westerly along the Southerly line of said Section 36 and Section 35, T.13 S., R.64 W., a distance of 1½ miles to the center of the Southerly line of said Section 35 and the center of the Northerly line of Section 2, T.14 S., R.64 W., of the 6th P.M.; thence Southerly on the North-South centerline of said Section 2, a distance of 1 mile to the center of the Southerly line of said Section 2; thence Westerly on the Southerly line of the West half of said Section 2, and the Southerly line of Sections 3, 4, 5, and 6, in T.14 S., R.64 W. and the Southerly line of Sections 1, 2, 3, 4, and the East half of Section 5, all in T.14 S., R.65 W., of the 6th P.M., a distance of 9 miles to the Southwest corner of the East half of said Section 5; thence Northerly along the North-South centerline of Section 5, T.14 S., R.65 W. and the North-South centerline of Sections 32, 29, 20, and 17, a distance of 5 miles to the center of the Southerly line of Section 8, T.13 S., R.65 W.; thence Westerly along the Southerly line of the West half of said Section 8, a distance of one-half mile to the Southwest corner of said Section 8; thence Northerly along the Westerly line of said Section 8, a distance of 1 mile to the Northwest corner of said Section 8; thence Easterly along the Northerly line of said Section 8, a distance of 1 mile to the Northeast corner of said Section 8 and the Southwest corner of Section 4, T.13 S., R.65 W.; thence Northerly along the Westerly line of said Section 4, a distance of 1 mile to the Northwest corner of said Section 4; thence Easterly along the Northerly line of said Section 4 and Section 3, a distance of 2 miles to the

Northeast corner of said Section 3 and the Southwest corner of Section 35, T.12 S., R.65W.; thence Northerly along the Westerly line of said Section 35 and Sections 26, 23, and 14, to the Northwest corner of Section 14; thence Easterly along the Northerly line of said Section 14, a distance of 1 mile to the Northeast corner of said Section 14 and the Southwest corner of Section 12, T.12 S., R.65 W.; thence Northerly along the Westerly line of said Section 12 and of Section 1, a distance of 2 miles to the point of beginning.

Containing 104.25 square miles. Excluding from the District, however, the property described in Exhibit A attached hereto and made a part hereof.

Pursuant to law this Notice, including the above description, must be filed in duplicate with, and recorded by the County Clerk and Recorder of the County in which the organization took place, and a certified duplicate copy of this Notice shall also be filed with the Division of Local Government by said Clerk and Recorder.

Deputy John Salleso 12/1/80  
Clerk of the District Court  
El Paso County, Colorado

(S E A L)

Receipt of duplicate copies of this Notice is hereby acknowledged. Notice filed the 1st day of December, 1980, as Document No. 725.546, at Book 3380, Page 670.

ARDIS W. SCHMITT

By: Barbara Rosemond Deputy  
County Clerk and Recorder  
El Paso County, Colorado

Receipt by the Division of Local Government of the State of Colorado of a certified duplicate copy of this Notice is hereby acknowledged this \_\_\_ day of \_\_\_, 198\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

FILED IN DISTRICT COURT  
EL PASO COUNTY, COLORADO  
DEC 17 1980  
E. MARIE GARDNER  
CLERK

FILED IN DISTRICT COURT  
EL PASO COUNTY, COLORADO  
DEC 1980 BOOK 3404 PAGE 585

IN THE DISTRICT COURT  
IN AND FOR THE COUNTY OF EL PASO

STATE OF COLORADO

No. 80CV2508

RECEIVED  
DIVISION 2  
DEC 17 1980

IN THE MATTER OF THE )  
ORGANIZATION OF FALCON ) EXHIBIT 'A TO  
FIRE PROTECTION DISTRICT ) ORDER AND DECREE  
CREATING DISTRICT

The Order and Decree Creating the Falcon Fire Protection District was approved by this Court on December 1, 1980, and duly recorded in Book 3380 at Page 670 of the records of the County Clerk and Recorder of El Paso County and State of Colorado. Said Order and Decree had attached thereto Exhibit A excluding certain property from the District but the property was not specifically described therein. There follows a legal description of the excluded property described under Exhibit A now on file with the Clerk of the District Court in this matter:


That portion of the Southeast one-quarter of Section 29, Township 13 South, Range 65 West of the 6th P.M., in El Paso County, Colorado, described as follows: Commencing at the Southeast corner of said Section 29; thence South 88°47'19" West, said bearing and all others in this description are on the Colorado Coordinate System - Central Zone, on the South line of said Section 29, a distance of 291.47 feet to a point in the Westerly right of way line of the Chicago, Rock Island and Colorado Railroad, now known as the Chicago, Rock Island and Pacific Railroad, as now surveyed, originally described in Book 91 at Page 440 of the Records of said El Paso County, said point being the POINT OF BEGINNING of the following described tract of land; thence continue South 88°47'19" West on said South line of Section 29, a distance of 553.69 feet; thence North 00°29'27" West, a distance of 1,324.74 feet to a point on the South line of a right of way and easement described by the instrument recorded in Book 2101 at Page 444 of the said Records; thence South 73°42'46" East on said South line of the right of way and easement described in Book 2101 at Page 444, a distance of 443.15 feet to the Southeast corner of the Colorado Interstate Gas Company Meter Station Site as shown on the Land Plat in Book 2115 at Page 141 of the said Records; thence North 16°17'14" East on the Southeasterly line of said Colorado Interstate Gas Company Meter Station Site, a distance of 20.00 feet; thence South 73°42'46" East on the Southwesterly line of the 30.00 foot access road to said Colorado Interstate Gas Company Meter Station Site, as shown on said Land Plat, a distance of 386.39 feet to a point on the West right of way line of Marksheffel Road; thence South 00°29'27" East on said West right of way line, a distance of 306.11



feet; thence South  $17^{\circ}43'31''$  West on said West right of way line, a distance of 326.54 feet to a point on said Westerly right of way line of the Chicago, Rock Island and Pacific Railroad; thence on the arc of a curve to the left, said curve being on said Westerly right of way line, said curve having a central angle of  $14^{\circ}21'30''$ , a radius of 2009.86 feet and an arc length of 503.67 feet the chord of said curve bears South  $16^{\circ}11'58''$  West, a chord distance of 502.35 feet, to the point of beginning and containing 19.801 acres more or less.

Dated this 17<sup>th</sup> day of Dec, 1980.

BY ORDER OF THE COURT:

  
District Judge

ARDIS W. SCHWITT  
El Paso County Clerk & Recorder

IN THE DISTRICT COURT  
IN AND FOR THE COUNTY OF EL PASO  
STATE OF COLORADO

1200

No. 80CV2508

IN THE MATTER OF THE  
ORGANIZATION OF FALCON  
FIRE PROTECTION DISTRICT

)  
)  
)

ORDER AND DECREE  
CREATING DISTRICT

THIS MATTER coming on to be heard in open Court, and it appearing that the Notice of Election held on the 25th day of November, 1980, at which election there was submitted the matter of the organization of Falcon Fire Protection District, El Paso County, Colorado, and the election of Directors for such District, was duly published in compliance with the Order of Court entered on the 23rd day of October, 1980, and in accordance with the requirements of law;

AND IT FURTHER appearing that said election was duly held at the time and place and by the Judges of Election specified in said Order; that at said election the following ballots were cast on the question of the organization of the District:

	<u>Votes Cast</u>
FOR the organization of Falcon Fire Protection District .	<u>86</u>
AGAINST the organization Falcon Fire Protection District .	<u>5</u>
Majority FOR: . . . . .	<u>ORGANIZATION</u>

That the following were duly elected as Directors of the District for the indicated terms:

- J. Bryant Dukes . . . . . until the first regular election
- F. Larry McLarty . . . . . until the first regular election
- Richard G. Steward . . . . . until the second regular election thereafter
- Robert R. Jardon . . . . . until the second regular election thereafter
- Joe Walker . . . . . until the second regular election thereafter

AND IT FURTHER APPEARING that all of the provisions of law, and more particularly all of the requirements of Section 32-5-301, et seq., Colorado Revised Statutes 1973, as amended, and Section 32-1-108, Colorado Revised Statutes 1973, as amended, have been complied with, met and performed, in the organization of said District;

And the Court being fully advised in the premises, hereby:

ORDERS AND DECREES, that said District has been duly and regularly organized and shall be known as "Falcon Fire Protection District ", in El Paso County, Colorado.

The District is located in El Paso County, Colorado, and is described as follows:

An area comprising portions of Townships 12, 13, and 14 South, in Ranges 63, 64, and 65 West, of the 6th P.M., surrounding the Town of Falcon, in the County of El Paso, State of Colorado, the boundary of which is described as follows:

Beginning at the Northwest corner of Section 1, T.12 S., R.65 W., of the 6th P.M.; thence Easterly along the Northerly line of Section 1 in said R.65 W. and along the Northerly line of Sections 6, 5, and 4, in T.12 S., R.64 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 4; thence Southerly along the Easterly line of said Section 4 and Sections 9, 16, 21, 28, and 33, all in said T.12 S., R.64 W., a distance of 6 miles to the Southeast corner of said Section 33 and the Northwest corner of Section 3, in T.13 S., R.64 W.; thence Easterly along the Northerly line of said Section 3 and Sections 2 and 1, in T.13 S., R.64 W., and the Northerly line of Section 6, in T.13 S., R.63 W., of the 6th P.M., a distance of 4 miles to the Northeast corner of said Section 6; thence Southerly along the Easterly line of said Section 6 and Sections 7, 18, and 19, a distance of 4 miles to the Southeast corner of said Section 19; thence Westerly along the Southerly line of said Section 19, a distance of one-half mile to the center of said Southerly line and the center of the Northerly line of Section 30, T.12 S., R.63 W.; thence Southerly along the North-South centerline of said Section 30, a distance of one-half mile to the center of said Section 30; thence Westerly on the East-West centerline of said Section 30, a distance of one-half mile to the center of the Westerly line of said Section 30 and the Easterly line of Section 25, T.13 S., R.64 W., of the 6th P.M.; thence Southerly along the Easterly line of the South half of said Section 25 and the Easterly line of Section 36, T.13 S., R.64 W., a distance of 1½ miles to the Southeast corner of said Section 36; thence Westerly along the Southerly line of said Section 36 and Section 35, T.13 S., R.64 W., a distance of 1½ miles to the center of the Southerly line of said Section 35 and

the center of the Northerly line of Section 2, T.14 S., R.64 W., of the 6th P.M.; thence Southerly on the North-South centerline of said Section 2, a distance of 1 mile to the center of the Southerly line of said Section 2; thence Westerly on the Southerly line of the West half of said Section 2, and the Southerly line of Sections 3, 4, 5, and 6, in T.14 S., R.64 W. and the Southerly line of Sections 1, 2, 3, 4, and the East half of Section 5, all in T.14 S., R.65 W., of the 6th P.M., a distance of 9 miles to the Southwest corner of the East half of said Section 5; thence Northerly along the North-South centerline of Section 5, T.14 S., R.65 W. and the North-South centerline of Sections 32, 29, 20, and 17, a distance of 5 miles to the center of the Southerly line of Section 8, T.13 S., R.65 W.; thence Westerly along the Southerly line of the West half of said Section 8, a distance of one-half mile to the Southwest corner of said Section 8; thence Northerly along the Westerly line of said Section 8, a distance of 1 mile to the Northwest corner of said Section 8; thence Easterly along the Northerly line of said Section 8, a distance of 1 mile to the Northeast corner of said Section 8 and the Southwest corner of Section 4, T.13 S., R.65 W.; thence Northerly along the Westerly line of said Section 4, a distance of 1 mile to the Northwest corner of said Section 4; thence Easterly along the Northerly line of said Section 4 and Section 3, a distance of 2 miles to the Northeast corner of said Section 3 and the Southwest corner of Section 35, T.12 S., R.65W.; thence Northerly along the Westerly line of said Section 35 and Sections 26, 23, and 14, to the Northwest corner of Section 14; thence Easterly along the Northerly line of said Section 14, a distance of 1 mile to the Northeast corner of said Section 14 and the Southwest corner of Section 12, T.12 S., R.65 W.; thence Northerly along the Westerly line of said Section 12 and of Section 1, a distance of 2 miles to the point of beginning.

Containing 104.25 square miles. Excluding from the District, however, the property described in Exhibit A attached hereto and made a part hereof.

Said District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation; that said Board of Directors shall take such steps and proceedings as the needs of the District may require; and that within thirty (30) days after

the date hereof, the Clerk of this Court shall transmit to the County Clerk and Recorder of El Paso County, Colorado, and to the County Assessor of said County, true and correct copies of this Order and Decree for filing in their offices. Notice of the completion of the organization of the District shall be filed in duplicate with and recorded by the County Clerk and Recorder of El Paso County, and a certified duplicate copy of said Notice shall be filed by said County Clerk with the Division of Local Government of the State of Colorado.

DONE IN OPEN COURT this 1<sup>st</sup> day of Dec., 1980.

BY THE COURT:

RICHARD V. HALL  
District Judge

State of Colorado  
County of El Paso  
and correct  
my custody.  
1980  
CLERK  
Deputy

FILED IN DISTRICT COURT  
EL PASO COUNTY, COLORADO  
DEC 17 1980  
E. MARIE GARDNER  
CLERK

FILED IN DISTRICT COURT  
EL PASO COUNTY, COLORADO  
BOOK 3404 PAGE 591  
DEC 1980

IN THE DISTRICT COURT  
IN AND FOR THE COUNTY OF EL PASO  
STATE OF COLORADO  
No. 80CV2508

RECEIVED  
DIVISION 2  
DEC 17 1980

IN THE MATTER OF THE ) EXHIBIT A TO  
ORGANIZATION OF FALCON ) ORDER AND DECREE  
FIRE PROTECTION DISTRICT ) CREATING DISTRICT

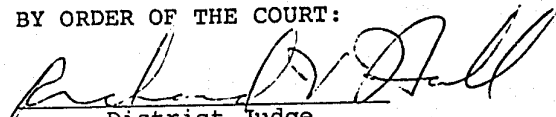
The Order and Decree Creating the Falcon Fire Protection District was approved by this Court on December 1, 1980, and duly recorded in Book 3380 at Page 670 of the records of the County Clerk and Recorder of El Paso County and State of Colorado. Said Order and Decree had attached thereto Exhibit A excluding certain property from the District but the property was not specifically described therein. There follows a legal description of the excluded property described under Exhibit A now on file with the Clerk of the District Court in this matter:

That portion of the Southeast one-quarter of Section 29, Township 13 South, Range 65 West of the 6th P.M., in El Paso County, Colorado, described as follows: Commencing at the Southeast corner of said Section 29; thence South 88°47'19" West, said bearing and all others in this description are on the Colorado Coordinate System - Central Zone, on the South line of said Section 29, a distance of 291.47 feet to a point in the Westerly right of way line of the Chicago, Rock Island and Colorado Railroad, now known as the Chicago, Rock Island and Pacific Railroad, as now surveyed, originally described in Book 91 at Page 440 of the Records of said El Paso County, said point being the POINT OF BEGINNING of the following described tract of land; thence continue South 88°47'19" West on said South line of Section 29, a distance of 553.69 feet; thence North 00°29'27" West, a distance of 1,324.74 feet to a point on the South line of a right of way and easement described by the instrument recorded in Book 2101 at Page 444 of the said Records; thence South 73°42'46" East on said South line of the right of way and easement described in Book 2101 at Page 444, a distance of 443.15 feet to the Southeast corner of the Colorado Interstate Gas Company Meter Station Site as shown on the Land Plat in Book 2115 at Page 141 of the said Records; thence North 16°17'14" East on the Southeasterly line of said Colorado Interstate Gas Company Meter Station Site, a distance of 20.00 feet; thence South 73°42'46" East on the Southwesterly line of the 30.00 foot access road to said Colorado Interstate Gas Company Meter Station Site, as shown on said Land Plat, a distance of 386.39 feet to a point on the West right of way line of Marksheffel Road; thence South 00°29'27" East on said West right of way line, a distance of 306.11

feet; thence South  $17^{\circ}43'31''$  West on said West right of way line, a distance of 326.54 feet to a point on said Westerly right of way line of the Chicago, Rock Island and Pacific Railroad; thence on the arc of a curve to the left, said curve being on said Westerly right of way line, said curve having a central angle of  $14^{\circ}21'30''$ , a radius of 2009.86 feet and an arc length of 503.67 feet the chord of said curve bears South  $16^{\circ}11'58''$  West, a chord distance of 502.35 feet, to the point of beginning and containing 19.801 acres more or less.

Dated this 17<sup>th</sup> day of Dec, 1980.

BY ORDER OF THE COURT:

  
District Judge

00945295

1983 FEB 11 PM 2:17

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 *astore*

*3M 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 *El Paso*, State of Colorado, and more particularly described as follows:

*SE 1/4 Sec 21 - sup 125 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 lands, an electric transmission or distribution line or system, and to out 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 *to set his hand and*  
seal this *22nd* day of *May*, 19 *50*  
*F.D. Kramer* (SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF COLORADO, }  
*MM* 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 de-  
livered 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. 19 *50*.

My commission Expires: Dec 6, 1953

*replaces W.D. Brooks et alene* *Pauline Hill*  
\_\_\_\_\_  
Notary Public



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01293220

1985 AUG 30 AM 10:38

BOOK 5054 PAGE 1178

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

1a

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.,

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BOOK 5054 PAGE 1179

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, <sup>AND OTHERWISE, AND EFFECTIVELY PREVENTING</sup> ~~as to~~ <sup>OUTSIDE</sup> ~~effective prevent un-~~ authorized persons residing ~~to the east~~ <sup>7.m.D.</sup> of Plaintiffs' property from using said easement and right of way.



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BOOK 5054 PAGE 1180

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

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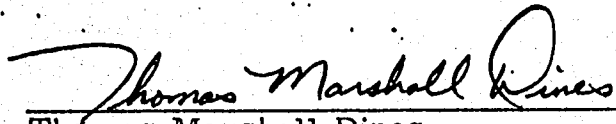
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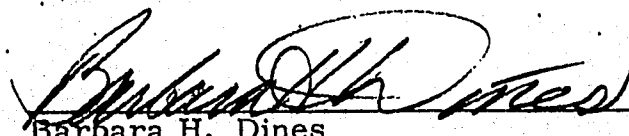
BOOK 5054 PAGE 1181

from any and all claims, demands, actions, suits and judgments arising out of the use of said easement and right of way by Plaintiffs, their agents, employees, guests and successors and interest.

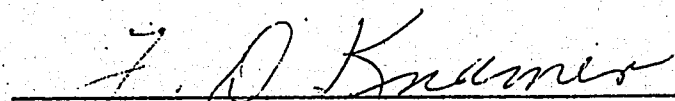
8. The above action shall be dismissed without prejudice, each party to pay his or her own costs.

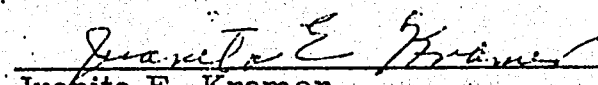
Made, executed and delivered this 31<sup>st</sup> day of July, 1980.

  
Thomas Marshall Dines

  
Barbara H. Dines

PLAINTIFFS

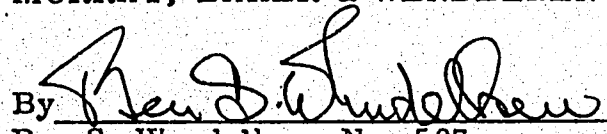
  
Frank D. Kramer


  
Juanita E. Kramer

DEFENDANTS

APPROVED:

MURRAY, BAKER & WENDELKEN

By   
Ben S. Wendelken, No. 597  
Attorneys for the Plaintiffs

  
Donald E. LaMora, No. 1541  
Attorney for Defendants

094147336

COMMISSIONER  
ANDREW SCHMITZ  
EL PASO COUNTY

BOOK PAGE  
6551 528

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

*File*

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.

BOOK PAGE  
6551 589

Resolution No. 89-140, Land Transfer-<sup>0</sup>  
Page 2

DONE THIS 8th day of May, 1989, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

ATTEST:

  
Lucy A. Buehler  
Deputy County Clerk

By James H. Morrison  
Chairman

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.

25X101

32X111

21 21 22 21 22



Scale 1" = 400'

# WIDENMENT OF VOLLMER ROAD

21 28 136.45 532.39 757.78 27 28 27

BISELL

FRANK  
KRAMER

ULLOM

FRANK  
KRAMER

FRANK  
KRAMER

WEBB

26 27 26 27

Existing Vollmer Road

Existing Vollmer Road  
To Be Vacated

FRANK  
KRAMER

FRANK  
KRAMER

APPROVED  
MAY 1, 1979  
*Charles J. ...*





## 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

- 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)
- 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."
- 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
- 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

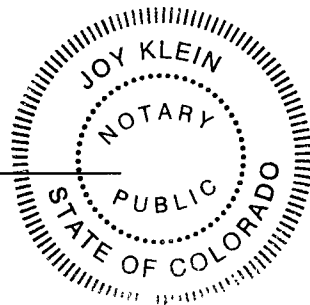
STATE OF COLORADO )  
COUNTY OF Summit ) ss

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2014 by Kay Juanita McGinnis

Witness my hand and official seal

My Commission Expires: 2-29-2016

[Signature]  
Notary Public



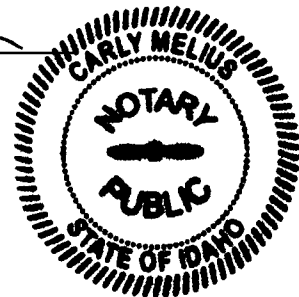
STATE OF Idaho )  
COUNTY OF Kootenai ) ss

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. 4-15-14

[Signature]  
Notary Public



PERMANENT EASEMENT AGREEMENT

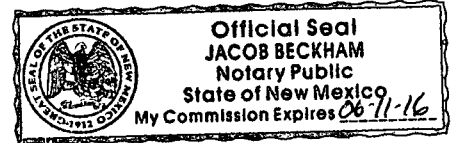
STATE OF New Mexico )  
 ) ss  
COUNTY OF San Juan )

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

Jacob Beckham  
Notary Public



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 )

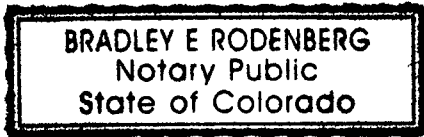
The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2014 by Sean Chambers, as the General Manager of Cherokee Metropolitan District, a Colorado Title 32 Special District.

Witness my hand and official seal

My Commission Expires

June 14, 2014

Bradley E. Rodenberg  
Notary Public



My Commission Expires June 14, 2014

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.

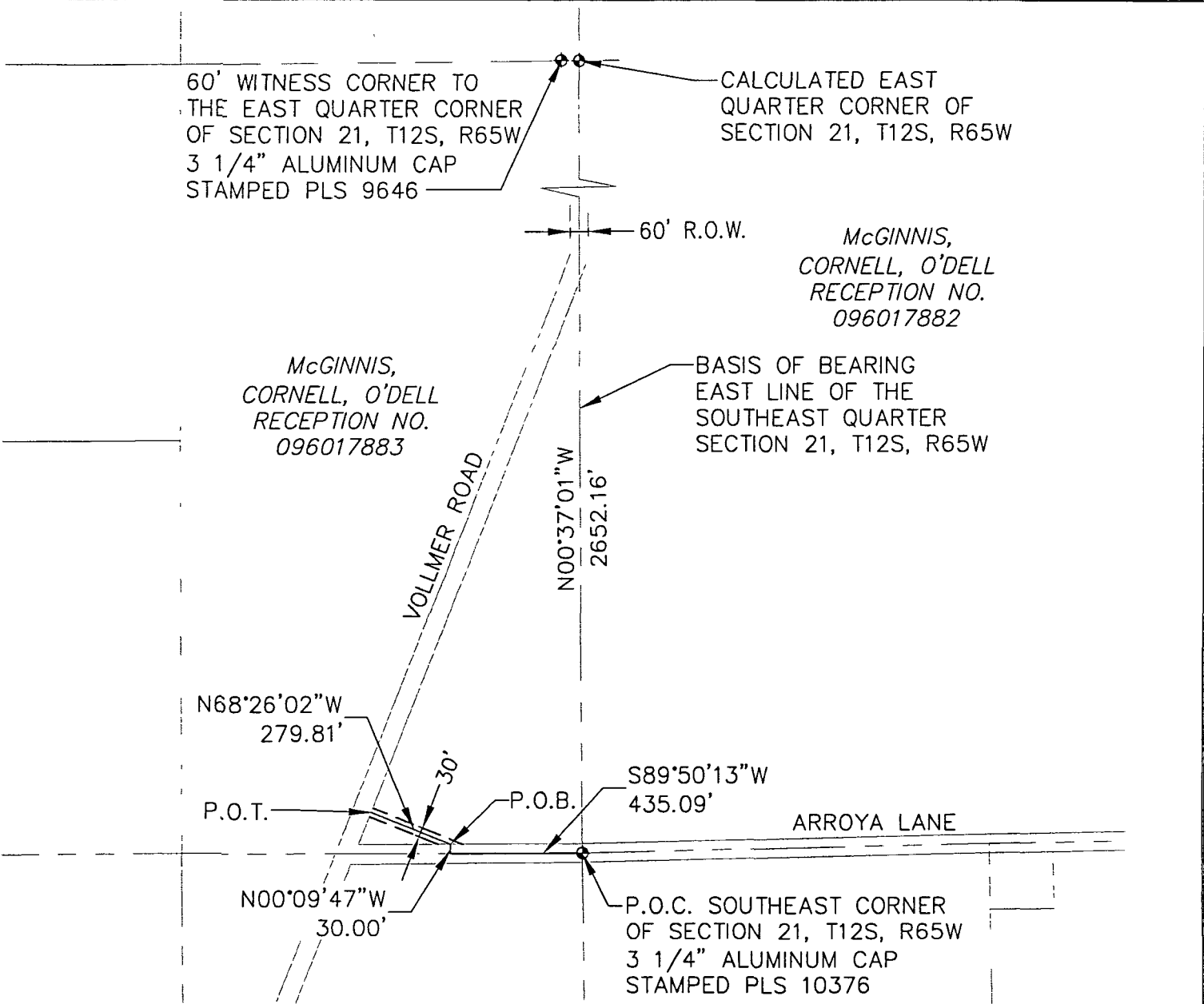


DATE 01/09/2014  
 DRAWN BY CLH  
 CHECKED BY LGB  
 APPROVED BY TWE  
 DRAWING: 5200000280Perm-EXB-Rev2

**EXHIBIT B SKETCH**  
 PERMANENT EASEMENT  
 PARCEL #5200000280  
 SECTION 21, T12S, R65W, 6TH P M  
 EL PASO COUNTY, COLORADO

**McGINNIS  
 CORNELL  
 O'DELL**

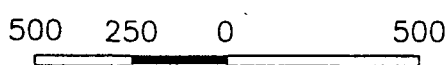
**N|V|5**  
 BEYOND ENGINEERING  
 1975 RESEARCH PARKWAY, SUITE 165  
 719 268.8500 TEL 719 268.9200  
 FAX COLORADO SPRINGS, CO 80920  
 WWW.NV5.COM



**LEGEND:**  
 P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINUS



**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.



SCALE: 1" = 500' SHEET 1 OF 1



## 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:

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## 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.
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## 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
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**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

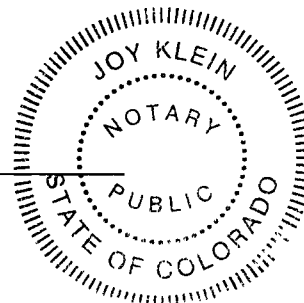
STATE OF COLORADO )  
COUNTY OF Summit ) ss

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Summit, 2014 by Kay Juanita McGinnis

Witness my hand and official seal

My Commission Expires 2-29-2016

Joy Klein  
Notary Public



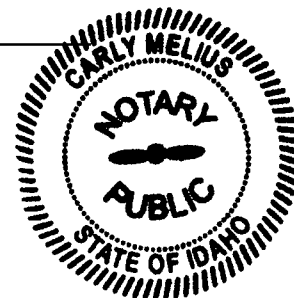
STATE OF Idaho )  
COUNTY OF Kootenai ) ss

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

Carly Melius  
Notary Public



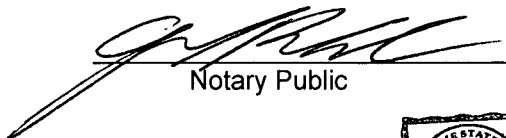
PERMANENT EASEMENT AGREEMENT

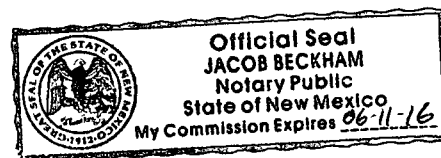
STATE OF New Mexico )  
 ) ss  
COUNTY OF San Juan )

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

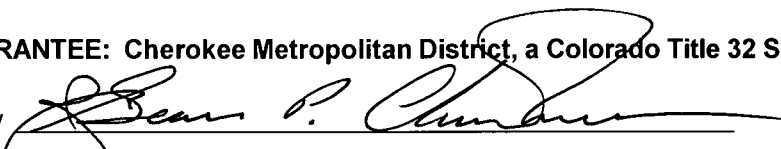
Witness my hand and official seal

My Commission Expires.

  
Notary Public



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

By   
Title General Manager

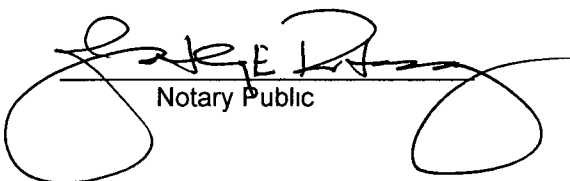
STATE OF COLORADO )  
 ) ss  
COUNTY OF EL PASO )

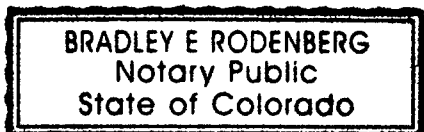
The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2014 by Sean Chambers, as the General Manager of Cherokee Metropolitan District, a Colorado Title 32 Special District

Witness my hand and official seal

My Commission Expires

JUNE 14, 2014

  
Notary Public



My Commission Expires June 14, 2014

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.



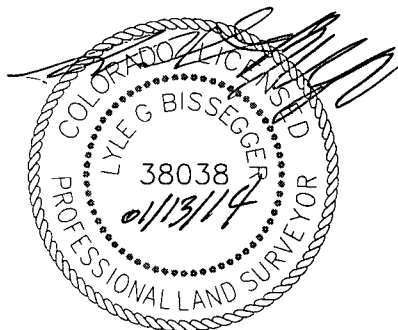
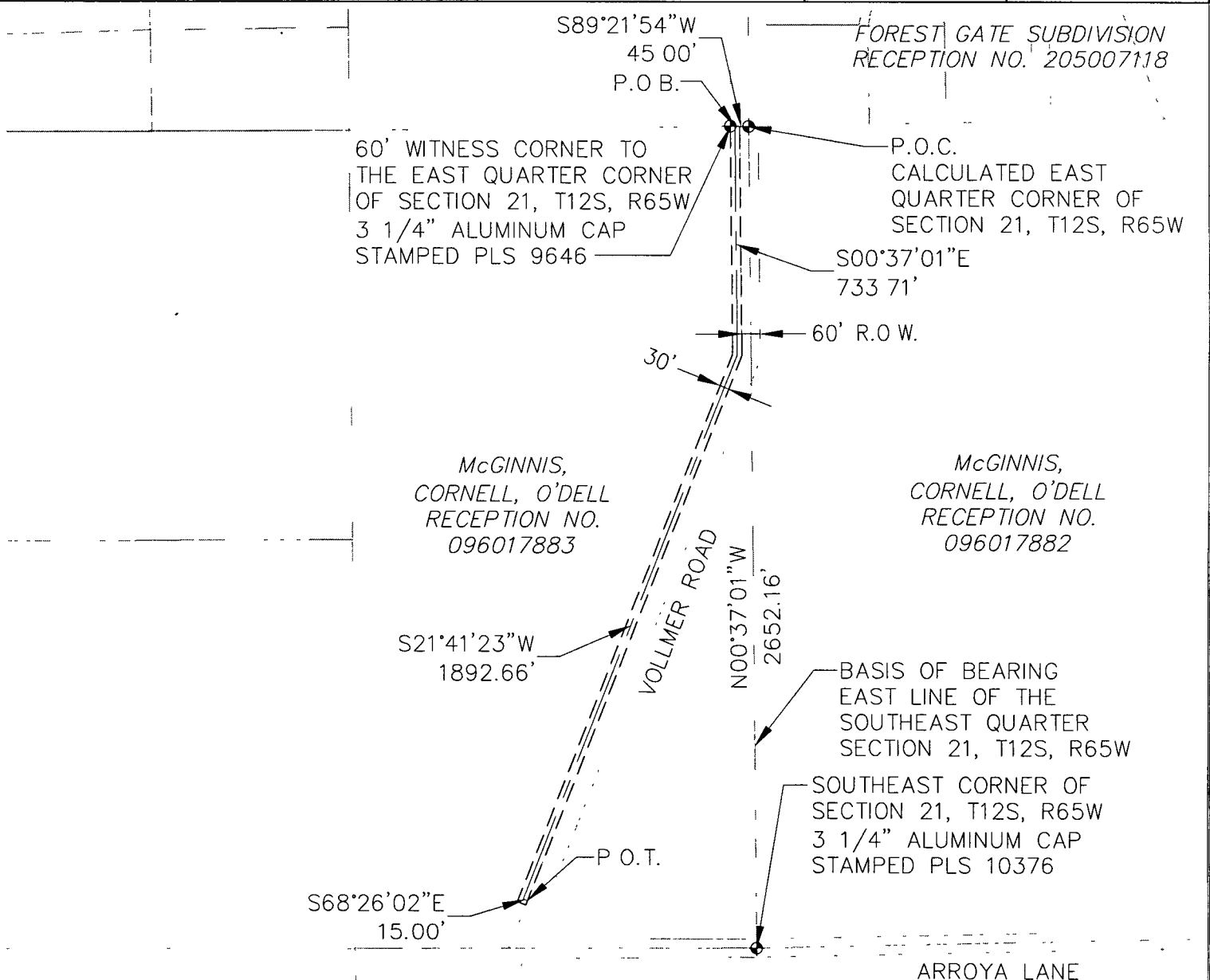
Prepared for and on behalf of Kay McGinnis, Joan Cornell and Rita O'Dell by Lyle G. Bissegger, PLS# 38038 of NV5, Inc., 1975 Research Pkwy., Suite 165, Colorado Springs, Colorado, 80920

DATE 01/13/2014  
 DRAWN BY CLH  
 CHECKED BY LGB  
 APPROVED BY TWE  
 DRAWING 5200000280Perm-EXB-Rev2

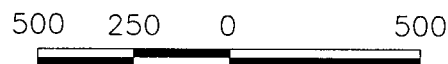
**EXHIBIT B SKETCH**  
 PERMANENT EASEMENT  
 PARCEL #5200000280  
 SECTION 21, T12S, R65W, 6TH P M  
 EL PASO COUNTY, COLORADO

**McGINNIS  
 CORNELL  
 O'DELL**

**N|V|5**  
 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



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

**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  
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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

  
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;

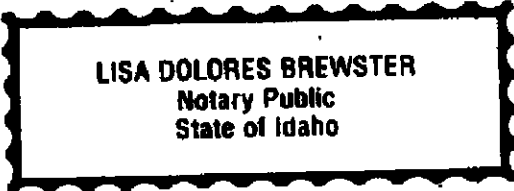






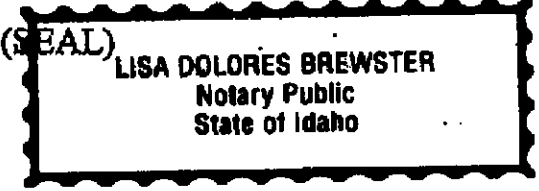


STATE OF Idaho )  
 ) SS.  
COUNTY OF Kootenai )



The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2016, by Joan Charleen Cornell.

Witness my hand and official seal.



Lisa Dolores Brewster  
Notary Public

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

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of November, 2016, by Charles L. O'Dell.

Witness my hand and official seal.

(SEAL)



**OFFICIAL SEAL**  
**SARA SALAS**  
**NOTARY PUBLIC**  
**STATE OF NEW MEXICO**  
My Commission Expires 3/30/2019

  
\_\_\_\_\_  
Notary Public


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

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of November, 2016, by Rita Ann O'Dell.

Witness my hand and official seal.

(SEAL)

  
\_\_\_\_\_  
Notary Public

 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.**

# **EXHIBIT B**

# **PERMITTED EXCEPTIONS**

**EXHIBIT B**

Property Address: 9220 ARROYAL LN COLORADO SPRINGS CO 80908

**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.**

**(AFFECTS PARCELS D AND E)**

**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.**

**(AFFECTS PARCELS A, B, C AND H)**

**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 ROAD PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEEDS RECORDED SEPTEMBER 16, 1926 IN BOOK 791 AT PAGE 55, 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**

**(AFFECTS PARCEL E)**

**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. 208083871.**

**(AFFECTS PARCEL D)**

**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, 1990 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.**

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

**(AFFECTS PARCELS D, E, F, G AND I)**

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





**Special Warranty Deed**  
(Water Rights)

*Deed*

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**

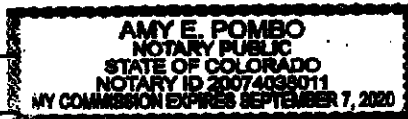
\_\_\_\_\_  
JOAN CHARLEEN CORNELL

*Kay Juanita McGinnis*  
\_\_\_\_\_  
KAY JUANITA MCGINNIS

State of Colorado )  
County of Summit )ss

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 \_\_\_\_\_



When recorded return to: **ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY**  
1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920



**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

  
\_\_\_\_\_  
CHARLES L. O'DELL

**COUNTERSIGNED**  
\_\_\_\_\_  
JOAN CHARLEEN CORNELL

**COUNTERSIGNED**  
\_\_\_\_\_  
KAY JUANITA MCGINNIS

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss  
\_\_\_\_\_ )

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**



**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 \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss  
\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this day of November \_\_\_\_, 2016 by KAY JUANITA MCGINNIS

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

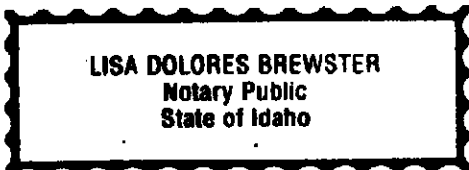
When recorded return to: **ARROYA INVESTMENTS LLC A COLORADO LIMITED LIABILITY COMPANY  
1283 KELLY JOHNSON BLVD. COLORADO SPRINGS, CO 80920**

Notary Acknowledgment

State of IDAHO )  
County of Kootenai )ss.

The foregoing instrument was acknowledged before me on this day of 9<sup>th</sup> November 2016  
by JOAN CHARLEEN CORNELL.

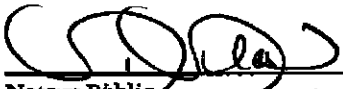
Lisa Dolores Brewster  
Notary Public  
My commission expires 9/22/22



**Notary Acknowledgment**

State of NEW MEXICO )  
County of San Juan )ss.  
)

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



**Notary Acknowledgment**

State of **NEW MEXICO** )  
County of San Juan ) ss.

The foregoing instrument was acknowledged before me on this day of November 9, 2014  
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.

<p><b>DISTRICT COURT, WATER DIVISION 2, CO</b>          Court Address: 501 North Elizabeth Street,          Suite 116          Pueblo, CO 81003          Phone Number: (719) 404-8832</p>	<p>DATE FILED: August 9, 2018 3:38 PM          CASE NUMBER: 2018CW3002</p>
<p><b>CONCERNING THE APPLICATION FOR WATER RIGHTS OF:</b></p> <p><b>ARROYA INVESTMENTS, LLC</b></p> <p><b>IN EL PASO COUNTY</b></p>	<p>▲ COURT USE ONLY ▲</p> <p><b>Case No.: 18CW3002</b>          (17CW3002)</p>
<p><b>FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE</b></p>	

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 SE<sup>1</sup>/<sub>4</sub> of Section 21 and a portion of the SW<sup>1</sup>/<sub>4</sub> of Section 22, Township 12 South, Range 65 West of the 6<sup>th</sup> 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*



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 9<sup>th</sup>, 2018.



BY THE COURT:

*Jerry C. Schwartz*

JERRY 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



Google Earth

After Recording Return to:  
Cheryl Pixley  
12910 Tahosa Lane  
Colorado Springs, CO 80908



F0730410

**GENERAL WARRANTY DEED**

THIS DEED, made this 14<sup>th</sup> day of December, 2021, between Friends of the Black Forest Preservation Plan, Inc., a Colorado non-profit corporation, of the County of El Paso, State of Colorado ("Grantor") and Black Forest Trails Association, Inc., a Colorado non-profit corporation, whose legal address is P.O. Box 88041, Colorado Springs, CO 80908 ("Grantee").

WITNESSETH, that Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto Grantee, and its assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of El Paso, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

with all its appurtenances (provided, however, that with respect to mineral and water rights, Grantor sells and conveys only such rights owned by Grantor) and warrants the title to the same, subject to real property taxes for 2021 and subsequent years, and all covenants, declarations, restrictions, reservations, easements, and other rights of third parties now of record or otherwise in existence,

Signed this 14<sup>th</sup> day of December, 2021.

Friends of the Black Forest Preservation Plan, Inc.

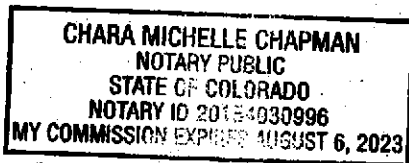
By: Terrance L. Stokka  
Terrance L. Stokka, Treasurer

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2021, by Terrance L. Stokka, treasurer of Friends of the Black Forest Preservation Plan, Inc.

Witness my hand and official seal.

Chara Michelle Chapman  
Notary Public  
My commission expires: ~~8-6-23~~ 8-6-23



**EXHIBIT A**  
**LEGAL DESCRIPTION**

A tract of land being a portion of the East Half of the Southeast Quarter of Section 21, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, and being more particularly described as follows:

**Basis of Bearings:** Bearings are based on the north line of the East Half of the Southeast Quarter Section 21, Township 12 South, Range 65 West being monumented at the East end by a found 3-1/4" aluminum cap stamped "PLS 10376 2006" and at the West end by a aluminum cap stamped "PE PLS 9853", being assumed to bear S 89° 40' 23" W, a distance of 1,313.55 feet.

Commencing at the Southeast corner of Section 21, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, said point being on the right of way as recorded in Book 2678 at Page 431, records of El Paso County, Colorado, thence N 00° 37' 14" W on the East line of the Southeast Quarter of said Section 21, a distance of 40.00 feet; to a point on the Northerly line of the parcel recorded under Reception Number 219018917; thence on the Northerly line of said parcel the following two (2) courses:

S 89° 40' 23" W on a line 40' North of and perpendicular with the North line of said right of way a distance of 348.92 feet to a point of curve:

On the arc of a curve to the right, having a delta of 18° 00' 09", a radius of 560.00 feet; a distance of 175.95 feet to the point of beginning;

Thence continuing on said Northerly line the following two (2) courses:

On the arc of a curve to the right, whose center bears N 17° 40' 32" E, having a delta of 04° 00' 38", a radius of 560.00 feet, a distance of 39.20 feet to a point of tangent;

N 68° 18' 50" W, a distance of 145.93 feet to a point on the Easterly right of way line as described in Book 2678 at Page 430 thence N 21° 41' 10" E on said Easterly right of way line, a distance of 1,684.25 feet to the angle point of the tract of land described in the document recorded under Reception Number 218005438; thence S 03° 17' 03" W, on said boundary line of said tract, a distance of 348.46 feet to a point that is 110.00 feet Easterly of the East right of way line as recorded in Book 2678 at page 430, said point being on the Westerly line of the parcel recorded under Reception Number 219114002; thence on said Westerly line the following two (2) courses:

S 21° 41' 10" W on line 110.00 feet Easterly of and parallel with said right of way line a distance of 1,163.40 feet S00° 00' 00" E, a distance of 203.23 feet to the Point of Beginning,

County of El Paso,  
State of Colorado