

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

Transmittal Information

Date: 12/20/2024
File No: 3925COR
Property Address: 0 Spanish Bit Drive, Colorado Springs, CO 80921
Buyer\Borrower: TBD (buyer) Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.
Seller: Elite Properties of America Inc., a Colorado corporation

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

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

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

Copies Sent to:

Buyer:
TBD (buyer) Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.

Seller:
Elite Properties of America Inc., a Colorado corporation
2138 Flying Horse Club Dr.
Colorado Springs, CO 80921

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Additional Contacts

Misc

Classic Homes
2138 Flying Horse Club Drive
Colorado Springs, CO 80921
Phone: 719-785-3227
Contact: Nate Lenz
Email: nlenz@classichomes.com

Misc

CORE Commercial
Email: commercial@coretitlegroupllc.com

Thank you for using Core Title Group LLC

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Core Title Group LLC

101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903
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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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



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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Core Title Group LLC

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



By: [Signature]
Mary O'Donnell - President

Attest: [Signature]
Donald A. Berube - Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

4. COMPANY’S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

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CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

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

File No: **3925COR**
Amendment No: **3925COR-C****SCHEDULE A**1. Commitment Date: **December 16, 2024, at 7:00 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **TBD (buyer) Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<u>To Be Determined</u>	\$	250.00
Total:	\$	250.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**4. The Title is, at the Commitment Date, vested in:
Elite Properties of America Inc., a Colorado corporation5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"
For Informational Purposes Only:
0 Spanish Bit Drive, Colorado Springs, CO 80921APN: **7136001045**Countersigned
Core Title Group LLC

By:

**Thom Kerns**

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File No.: 3925COR

EXHIBIT A

The Land is described as follows:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 IN TOWNSHIP 11 SOUTH IN RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 26, CHAPARRAL HILLS, AS RECORDED IN PLAT BOOK T-2 AT PAGE 2 IN THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS WEST ON SAID LINE 880.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF A TRACT DESCRIBED BY DEED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, RECORDED AUGUST 12, 1963 IN BOOK 1969 AT PAGE 746 UNDER RECEPTION NO. 301954 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE NORTH 24 DEGREES 59 MINUTES 35 SECONDS WEST, ON SAID NORTHEASTERLY LINE, 61.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SPANISH BIT DRIVE AS PLATTED IN SAID , CHAPARRAL HILLS; THENCE ALONG THE SAID SOUTHEASTERLY LINE OF SPANISH BIT DRIVE FOR THE FOLLOWING FIVE COURSES:

1. NORTH 65 DEGREES 00 MINUTES 25 SECONDS EAST, 166.60 FEET TO A POINT OF CURVE;
2. THENCE ON A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29 DEGREES 52 MINUTES 41 SECONDS, HAVING A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 276.38 FEET;
3. THENCE NORTH 35 DEGREES 07 MINUTES 44 SECONDS EAST, 167.67 FEET TO A POINT OF CURVE;
4. THENCE ON A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 19 MINUTES 10 SECONDS, HAVING A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 117.46 FEET;
5. THENCE NORTH 49 DEGREES 26 MINUTES 54 SECONDS EAST, 227.19 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 26, CHAPARRAL HILLS; THENCE SOUTH 16 DEGREES 21 MINUTES 15 SECONDS EAST 700.71 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED BY SPECIAL WARRANTY DEED RECORDED JANUARY 02, 2007 AT RECEPTION NO. 207000186. EL PASO COUNTY, STATE OF COLORADO.

For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART I - Requirements

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

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

FOR INFORMATIONAL PURPOSES ONLY:

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

Deed recorded December 19, 2023 as [Reception No. 103173](#).

Deed recorded May 4, 2021 as [Reception No. 88679](#).

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

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NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

NOTE: This commitment is issued upon the express agreement and understanding that the applicable premiums, charges and fees shall be paid by the applicant if the applicant and/or its designee or nominee closes the transaction contemplated by or otherwise relies upon the commitment, all in accordance with the rules and schedules of rated on file with the Colorado Department of Insurance.

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SCHEDULE B, PART II - Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Reservations as contained in State of Colorado Patent recorded in [Book 290 at Page 178](#).
10. Easement granted to American Telephone and Telegraph Company by instrument recorded in [Book 1312 at Page 266](#).
11. Notice concerning underground facilities recorded May 9, 1983 in [Book 3718 at Page 812](#).

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12. Terms, agreements, provisions, conditions, obligations and easement as contained in Non-Exclusive Permanent Easement recorded January 2, 2007 at [Reception No. 207000190](#).
13. Easement for electrical lines and incidental purposes granted to Mountain View Electric Association, Inc. by instrument recorded January 7, 2009 at [Reception No. 209001482](#).
14. Any assessment or lien, terms, agreements, provisions, conditions and obligations by Triview Metropolitan District as disclosed by the instrument recorded January 29, 2016 at [Reception No. 216009289](#).
15. Any assessment or lien of Donala Water and Sanitation District as disclosed by the instrument recorded September 25, 2020 at [Reception No. 220150375](#).

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



Core Title Group LLC

Disclosures

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

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

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

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

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

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

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

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

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

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

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

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

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

Who is Covered

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

Information Collected

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

Access to Information

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

Information Sharing

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

Information Security

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

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

Anti-Fraud Statement

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

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

and metals of every kind and character and all coal, asphaltum, oil and other like substances in or under said land and the right of ingress and egress for the purpose of Mining, together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances.

Subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect, if any there be.

266380.

PATENT 290- 176

April 23-19.

April 29-19, at 3.01 \$ 800.

All as preceding (Seal)
to

R.E. WALKER.

The Northeast quarter of Section Thirty-six (36), Township 11 South, Range 67 West of the 6th. P.M., con. 160 acres, more or less, according to U.S. survey.

Reserving etc. as above.

266381

PATENT 290- 177

April 23-19.

April 29-19, at 3.02 \$ 560.

All as above. (Seals)

The East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 36, Township 11 South, Range 67 West of the 6th. P.M., con. 80 acres, more or less, according to the U.S. survey.

Reserving etc. as above.

266382.

PATENT 290- 178

April 23-19.

April 29-19, at 3/03 \$ 549.92

All as above (Seals)

The East half of the Southwest quarter of Section 36, Township 11 South, Range 67 West of the 6th. P.M., less 1.44 acres contained in Right of Way No. 540 and con. 78.56 acres, more or less, according to the U.S. survey.

Reserving etc. as above.

266383.

TRANSCRIPT OF JUDGMENT 422- 367

April 29-19.

April 29-19, at 3.14

Certified by Edgar Howbert, Clerk,

by O.E. Rickerson, Deputy.

(District Court Seal)

THE SOMMERS MARKET COMPANY, a corporation,

VS. Plaintiff,

E. L. RICE, Defendant.

PO# 12000.

Judgment entered on J.E. Transcript of James P. Barnes, Feb. 13-19, for \$13.35 ~~XXXXX XXX~~ and \$ 11.95 costs, entered April 29-19.

266384,

CHAT. MORT.

266385.

LAST WILL AND TESTAMENT AND ORDER. 594- 272

April 22-19.

April 29-19, at 3.30

Certified April 23-19, M.E. Stubbs,

Clerk of the County Court. (Seal)

IN MATTER OF THE ESTATE OF
Elizabeth S. Tappan, Deceased.

Last Will dated, May -- 1891, gives all the estate of which I may die possessed, to my three children, but the same shall not vest in them or be divided among them until they severally arrive at the age of 21 years. In the meantime, I give the same to my sister, Mrs. Phebe S. Child, to hold the same in trust to apply the income of the property or so much as may be needful to their support and education, and if need be to use such portion of the principal as may be necessary for that

ARDIS W. SCHMITT
El Paso County Clerk/Recorder

NOTICE PURSUANT TO 1973 COLORADO REVISED STATUTES
9-1.5-103(1), CONCERNING UNDERGROUND FACILITIES

18.00

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

11140 East Woodmen Road
Peyton, Colorado 80908
Telephone: 495-2283

1655 - 5th Street
P. O. Drawer "M"
Limon, Colorado 80828
Telephone: 775-2861

Pursuant to 1973 Colorado Revised Statutes 9-1.5-103(1), MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. hereby gives notice of the following information:

1. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. is a public utility rendering electric service to the public. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. owns, operates and maintains underground electric cables and facilities within the County of El Paso, State of Colorado.

2. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. serves the following areas in El Paso County, Colorado, in which it owns, operates and maintains underground electric cables and facilities:

- (1) Township 11 South, Range 67 West,
Sections 1-2-3 & 10 through 36.
- (2) Township 12 South, Range 67 West,
Section 1.
- (3) Township 11 South, Range 66 West,
Sections 1 through 36, inclusive.
- (4) Township 12 South, Range 66 West,
Sections 1 through 29, inclusive.
- (5) Township 13 South, Range 66 West,
Sections 12 & 13.
- (6) Township 11 South, Range 65 West,
Sections 1 through 36, inclusive.
- (7) Township 12 South, Range 65 West,
Sections 1 through 29, inclusive,
and 32-33-34-35 & 36.
- (8) Township 13 South, Range 65 West,
Sections 1 through 18, inclusive,
and 20-21-22-23-24-25-26-27-28-29-
32-33-34-35 & 36.
- (9) Township 14 South, Range 65 West,
Sections 1-2-3-4-5-6-9-10-11-12-
13-14-15-16-21-22-23-24-25-26-27-
28-33-34-35-36.
- (10) Township 15 South, Range 65 West,
Sections 1-2-3-4-9-10-11-12-13-14-
15-16-21-22-23-24-25-26-27-28-33-
34-35-36.
- (11) Township 16 South, Range 65 West,
Sections 1-2-3-4-9-10-11-12-13-14-
15-16-21-22-23-24-25-26-27-28-29-
32-33-34-35-36.
- (12) Township 17 South, Range 65 West,
Sections 1 through 36, inclusive.
- (13) Township 11 South, Range 64 West,
Sections 1 through 36, inclusive.

- (14) Township 12 South, Range 64 West,
Sections 1 through 36, inclusive.
- (15) Township 13 South, Range 64 West,
Sections 1 through 36, inclusive.
- (16) Township 14 South, Range 64 West,
Sections 1 through 36, inclusive.
- (17) Township 15 South, Range 64 West,
Sections 1 through 36, inclusive.
- (18) Township 16 South, Range 64 West,
Sections 1 through 36, inclusive.
- (19) Township 17 South, Range 64 West,
Sections 1 through 36, inclusive.
- (20) Township 11 South, Range 63 West,
Sections 1 through 36, inclusive.
- (21) Township 12 South, Range 63 West,
Sections 1 through 36, inclusive.
- (22) Township 13 South, Range 63 West,
Sections 1 through 36, inclusive.
- (23) Township 14 South, Range 63 West,
Sections 1 through 36, inclusive.
- (24) Township 15 South, Range 63 West,
Sections 1 through 36, inclusive.
- (25) Township 16 South, Range 63 West,
Sections 1 through 36, inclusive.
- (26) Township 17 South, Range 63 West,
Sections 1 through 36, inclusive.
- (27) Township 11 South, Range 62 West,
Sections 1 through 36, inclusive.
- (28) Township 12 South, Range 62 West,
Sections 1 through 36, inclusive.
- (29) Township 13 South, Range 62 West,
Sections 1 through 36, inclusive.
- (30) Township 14 South, Range 62 West,
Sections 1 through 36, inclusive.
- (31) Township 15 South, Range 62 West,
Sections 1 through 36, inclusive.
- (32) Township 16 South, Range 62 West,
Sections 1 through 36, inclusive.
- (33) Township 17 South, Range 62 West,
Sections 1 through 36, inclusive.
- (34) Township 11 South, Range 61 West,
Sections 1 through 36, inclusive.
- (35) Township 12 South, Range 61 West,
Sections 1 through 36, inclusive.

- (36) Township 13 South, Range 61 West,
Sections 1 through 36, inclusive.
- (37) Township 14 South, Range 61 West,
Sections 1-2-3-4-5-6-7-8-9-10-11-
12-13-14-15-16-17-18-20-21-22-23-
24-25-26-27-28-29-34-35-36.
- (38) Township 11 South, Range 60 West,
Sections 1 through 36, inclusive.
- (39) Township 12 South, Range 60 West,
Sections 1 through 36, inclusive.
- (40) Township 13 South, Range 60 West,
Sections 1 through 36, inclusive.
- (41) Township 14 South, Range 60 West,
Sections 1 through 36, inclusive.
- (42) Township 15 South, Range 60 West,
Sections 1-3-4-5 & 6.

Including the following Subdivisions:

Academy East
 Anderosa Estates
 Antelope Acres
 Arrowhead Acres
 Arrowwood
 Beacon Heights
 Big Pine Estates
 Bissell
 Black Forest Country Club
 Black Forest Park
 Black Squirrel Creek Park
 Black Squirrel Park
 Blue Sage
 Briarhaven
 Bridle Bit Ranch
 Canterbury East
 Canterbury West
 Chaparral
 Chaparral Hills
 Cimarron - Eastridge
 Cimarron - Eastridge Townhomes
 Cimarron - Westridge
 Corral Ranches
 Country Ridge Estates
 Curtis Estates
 D-Cross-D
 Deer Creek Estates
 Donala
 Eastridge Townhomes
 Elk Creek Ranches
 Equestrian Country
 Falcon Forest
 Falcon Hills
 Falcon Ranches
 Forest Green
 Forest Heights
 Forest Highlands
 Forest View Acres
 Green Mt. Ranch Estates
 Happy Landing Estates
 Harmon Hills

Holiday Hills
 Jan Lee Estates
 Kingswood
 Knollwood Estates
 Lake Woodmoor Townhouses
 Latigo
 McClintock Station
 Meadow Lake Airport
 Meadow Lake Estates
 Mining Museum #1
 Monument Hills
 Mount Herman Estates
 Overlook Estates
 Panoramic Acres
 Park Forest Estates
 Pawnee Rancheros
 Peaceful Valley Country Club Estates
 Peaceful Valley Estates
 Peaceful Valley Lake Estates
 Peyton Pines
 Peyton Ranches
 Pine Acres
 Pine Bluff Estates
 Pine Cone Acres
 Pine Glen
 Pine Hills
 Pine Ridge
 Pine Wood
 Pioneer Village
 Pleasant View Estates
 Ponderosa Acres
 Rancho Industrial Park
 Range View Estates
 Raspberry Mountain
 Reata
 Red Rock Ranch
 Richardson
 Rolling Hills Ranch Estates
 Rolling Ridge Rancheros
 Shamrock Hills
 Shasta Acres
 Shiloh Pines
 Silver Hills
 Shyder
 South Forest
 Southwood
 Spring Crest
 Spring Park
 Spring Valley
 Stillman
 Statecoach Springs Estates
 Sundance Estates
 Sun Hills
 Sunny Slope Estates
 Sunrise Ranchettes
 Table Rock Ranch
 Tall Pine
 The Dunes at Woodmoor
 The Meadows
 The Peninsula at Woodmoor
 The Woodlands
 Timber Lake Estates
 Top o' The Moor
 Toy Ranches
 Vista Clara Villas
 Wakonda Hills
 Walden
 West View Estates

Wildridge
 Wildwood
 Wildwood Ranch Estates
 Wildwood Village
 Willow Springs Estates
 Woodlake
 Woodmoor
 Woodmoor Business
 Woodmoor Country Club
 Woodmoor Forest
 Woodmoor Greens
 Woodmoor Highlands
 Woodmoor Hills
 Lake Woodmoor
 Woodmoor Lode
 Woodmoor Meadows
 Woodmoor Nugget
 Woodmoor Oaks
 Woodmoor Placer
 Woodmoor Ridge
 Woodmoor Summit
 Woodmoor Vista
 Wood Crest

And including the following Towns:

- (1) Town of Monument, Colorado
- (2) Town of Peyton, Colorado
- (3) Town of Calhan, Colorado
- (4) Town of Elbert, Colorado
- (5) Town of Falcon, Colorado
- (6) Town of Ramah, Colorado

3. Anyone concerned with the locations of the underground facilities of MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. may obtain information concerning the exact location of its underground cables and facilities from the following person or persons:

DURING REGULAR BUSINESS HOURS
MONDAY THROUGH THURSDAY
 7:00 A.M. to 5:30 P.M.

AT LIMON, COLORADO

NAME: Rodney K. Broome
 JOB TITLE: Chief Engineer
 ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
 TELEPHONE NO.: 775-2861

NAME: Loren Gilchrist
 JOB TITLE: Engineer
 ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
 TELEPHONE NO.: 775-2861

AT COLORADO SPRINGS, COLORADO

NAME: Howard Pease
 JOB TITLE: Engineering Coordinator
 ADDRESS: 11140 East Woodmen Road
 Peyton, Colorado 80908
 TELEPHONE NO.: 495-2283

NAME: K. C. Tyler
 JOB TITLE: District Superintendent
 ADDRESS: 11140 East Woodmen Road
 Peyton, Colorado 80908
 TELEPHONE NO.: 495-2283

FRIDAY, SATURDAY, SUNDAY, HOLIDAYS, AND
AFTER 5:30 P.M. ON ANY REGULAR BUSINESS DAY

AT LIMON, COLORADO

NAME: Rodney K. Broome
JOB TITLE: Chief Engineer
ADDRESS: 783 1/2 "D" Avenue
Limon, Colorado 80828
TELEPHONE NO.: 775-2770

NAME: Loren Gilchrist
JOB TITLE: Engineer
ADDRESS: 220 "B" Avenue
Limon, Colorado 80828
TELEPHONE NO.: 775-2336

IF UNABLE TO REACH ANYONE AT THE ABOVE TWO NUMBERS, CALL 775-2861.

AT COLORADO SPRINGS, COLORADO

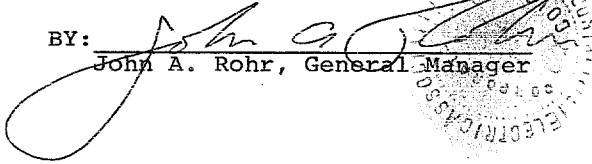
NAME: Howard Pease
JOB TITLE: Engineering Coordinator
ADDRESS: 1210 Montezuma
Colorado Springs, Colorado 80908
TELEPHONE NO.: 598-2854

NAME: K. C. Tyler
JOB TITLE: District Superintendent
ADDRESS: 3196 Montebello Drive West
Colorado Springs, Colorado 80918
TELEPHONE NO.: 594-6495

IF UNABLE TO REACH ANYONE AT THE ABOVE TWO NUMBERS, CALL 495-2283.

DATED: May 5, 1983.

MOUNTAIN VIEW ELECTRIC
ASSOCIATION, INC.

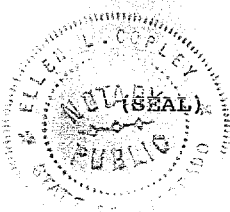
BY: 
John A. Rohr, General Manager

STATE OF COLORADO)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me
this 5th day of May, 1983, by John A. Rohr, General Manager of
MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

WITNESS my hand and official seal.

My Commission Expires: _____ My Commission Expires February 16, 1987




NOTARY PUBLIC

1655 Fifth Street

Limon, Colorado 80828

Notary's Street Address

SPECIAL WARRANTY DEED

KENNETH H. BARBER, BEVERLEY B. MILLER AND UWE SCHDMIT (collectively "Grantor"), for the consideration of TEN DOLLARS (\$10.00) in hand paid, hereby sells and conveys to EL PASO COUNTY, by and through the Board of County Commissioners of El Paso County, whose address is 27 East Vermijo Street, Colorado Springs, Colorado 80903, all of the real property in the County of El Paso and State of Colorado, as described on Exhibit A attached hereto, with all its appurtenances, and warrants the title against all persons claiming under Grantor, except general taxes for the year 2006, and subject to easements, reservations, restrictions, covenants and rights of way of record, if any, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

2002
100

Dated this 30th day of November, 2006.

Kenneth H. Barber
Kenneth H. Barber

Beverley B. Miller
Beverley B. Miller

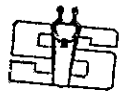
Uwe Schmidt
Uwe Schmidt

Kenneth H. Barber his
Attorney in Fact

ROBERT C. "BOB" BALINK El Paso County, CO
01/02/2007 11:45:16 AM
Doc \$0.00 Page
Rec \$21.00 1 of 4 207000186

200670826 FR

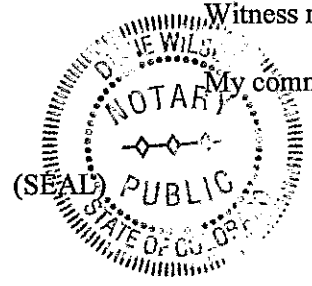
2



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

The foregoing instrument was acknowledged before me this 30th day of November, 2006, by Kenneth H. Barber.

Witness my hand and official seal.



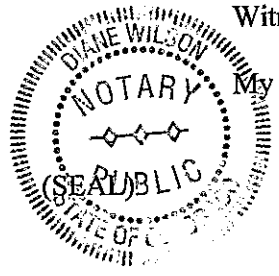
My commission expires July 18, 2010

Diane Wilson
Notary Public

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

The foregoing instrument was acknowledged before me this 30th day of November, 2006, by Beverley B. Miller.

Witness my hand and official seal.



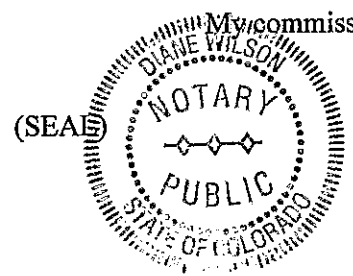
My commission expires July 18, 2010

Diane Wilson
Notary Public

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 30th day of November, 2006, by Uwe Schmidt, by Kenneth H. Barber, attorney in fact.

Witness my hand and official seal.



My commission expires July 18, 2010

Uwe Schmidt
Notary Public

EXHIBIT A- ADDITIONAL RIGHT-OF-WAY FROM BARBER (SOUTH PARCEL)

A PORTION OF THE NORTHEAST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SAID SECTION 36, BEING MONUMENTED AT THE WEST END BY A 3.25 INCH ALUMINUM CAP STAMPED "LS 13155" AND MONUMENTED AT THE EAST END BY A 3.25 INCH ALUMINUM CAP STAMPED "LS 17496", WITH THE LINE CONSIDERED TO BEAR S89°45'35"E.

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPANISH BIT DRIVE AS PLATTED IN CHAPARRAL HILLS IN THE EL PASO COUNTY RECORDS IN PLAT BOOK T-2, AT PAGE 2, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N65°00'31"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SPANISH BIT DRIVE A DISTANCE OF 160.00 FEET;

THENCE S20°00'29"W A DISTANCE OF 56.57 FEET;

THENCE S24°59'33"E A DISTANCE OF 77.40 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 36;

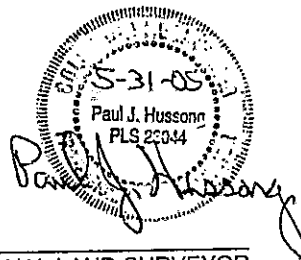
THENCE S89°59'14"W AND ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 36 A DISTANCE OF 132.38 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25;

THENCE N24°59'33"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 A DISTANCE OF 61.50 FEET TO THE POINT OF BEGINNING,

CONTAINING 11,534 SQUARE FEET OR 0.265 ACRES, MORE OR LESS.

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

FOR AND ON BEHALF OF NOLTE ASSOCIATES, INC.



PAUL J. HUSSONG, PROFESSIONAL LAND SURVEYOR
COLORADO PLS No. 23044
5225 NORTH ACADEMY BLVD., SUITE 304
COLORADO SPRINGS, COLORADO 80918

XREFS: TBET01, EXMA, PRMA

BASIS OF BEARINGS S89°45'35"E
NORTH LINE OF SECTION 36, T11S, R67W



EASTERLY RIGHT-OF-WAY
LINE OF INTERSTATE 25
POINT OF BEGINNING

POINT OF COMMENCEMENT
INTERSECTION OF THE
EASTERLY RIGHT-OF-WAY
LINE OF INTERSTATE 25
AND THE SOUTHERLY
RIGHT-OF-WAY LINE OF
SPANISH BIT DRIVE,
CHAPARRAL HILLS, EL PASO
COUNTY PLAT BOOK T-2,
PAGE 2

STRUTHERS ROAD

SPANISH BIT DRIVE

N65°00'31"E
160.00'

S20°00'29"W
56.57'

S24°59'33"E
77.40'

S89°59'14"W
132.38'

SOUTH LINE OF
THE NORTHEAST
ONE-QUARTER OF
THE SOUTHWEST
ONE-QUARTER OF
SECTION 36,
T11S, R67W

N24°59'33"W
61.50'



SCALE: 1" = 100

PATH: H:\CSB013400\Cadd\SURVEY\Struthers R.O.W
DRAWING NAME: E102-BARBERSOUTH.DWG

DATE: 05/09/05
SERVICE: NOLTE
TIME: 2:06 p.m.
SERVER: CSSO

PARCEL CONTAINS 11,534 SQUARE FEET OR 0.265 ACRES.

NOTE: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



5225 N. ACADEMY BLVD, SUITE 304 COLORADO SPRINGS, CO. 80918
719.268.8500 TEL 719.268.9200 FAX WWW.NOLTE.COM

BARBER (SOUTH PARCEL)
RIGHT-OF-WAY ACQUISITION

PREPARED FOR:

DATE SUBMITTED:

SHEET NUMBER

2

OF 2 SHEET

JOB NUMBER

CSB013400

RETURN RECORDED DOCUMENT TO:
Cathedral Rocks Investments LLC, a Colorado limited liability
company

Document Fee:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 3rd day of May, 2021, is made between **Beverley B. Miller, Uwe Schmidt, GST Trust fbo of Douglas Hawthorne Barber, GST Trust fbo of Kenneth Charles Barber, GST Trust fbo of Nancy Row Barber ("Grantor")**, duly organized and existing under the laws of the State of Colorado

AND

Cathedral Rocks Investments LLC, a Colorado limited liability company ("Grantee"), duly organized and existing under the laws of the State of Colorado, whose legal address is , **6035 Erin Park Dr. Colo. Spgs., CO 80918**

WITNESS, that the Grantor(s), for and in consideration of **ONE MILLION THREE HUNDRED EIGHTY ONE AND 00/100 DOLLARS (\$1,000,381.00)** 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 the Grantee, **IN SEVERALTY** and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **El Paso** and State of Colorado, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT A


ALSO KNOWN AS: 0 Spanish Bit Drive, Colorado Springs, CO 80921

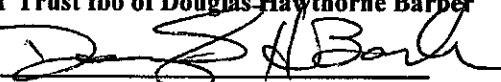
TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s),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

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


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


Beverley B. Miller


Uwe Schmidt

GST Trust fbo of Douglas Hawthorne Barber
by: 
Douglas Hawthorne Barber, Co-Trustee

by: 
Nancy Row Barber, Co-Trustee

GST Trust fbo of Kenneth Charles Barber
by: 
Kenneth Charles Barber, Co-Trustee

by: 
Nancy Row Barber, Co-Trustee



GST Trust fbo of Nancy Row Barber

by: [Signature]
Nancy Row Barber, Co-Trustee

by: [Signature]
Douglas Hawthorne Barber, Co-Trustee

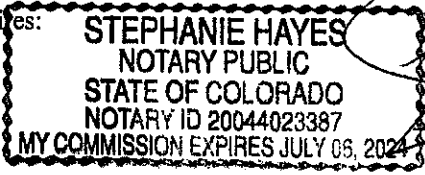
State of : Colorado

County Of El Paso

}
} ss.
}

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5/3 2021, by Beverley B. Miller, and Uwe Schmidt, and Douglas Hawthorne Barber and Nancy Row Barber, co-trustees of GST Trust fbo of Douglas Hawthorne Barber, and Kenneth Charles Barber and Nancy Row Barber, co-trustees of GST Trust fbo of Kenneth Charles Barber, and Nancy Row Barber and Douglas Hawthorne Barber, co-trustees of GST Trust fbo of Nancy Row Barber

My Commission expires:



Witness my hand and official seal.

[Signature]
Notary Public

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

Exhibit 'A'

A tract of land in the Northeast quarter of the Southwest quarter in Section 36 in Township 11 South in Range 67 West of the 6" P.M., El Paso County, Colorado described as follows:

Beginning at the Southwest corner of Lot 26, Chaparral Hills, as recorded in Plat Book T-2 at Page 2 in the records of El Paso County, Colorado, said point being on the South line of said Northeast quarter of the Southwest quarter; thence S 89 degrees 59 minutes 08 seconds W on said south line, 880.00 feet to a point of intersection with the Northeasterly line of a tract described by deed to the Department of Highways, State of Colorado, recorded August 12, 1963 in Book 1969 at Page 746 under Reception No. 301954 of the records of El Paso County, Colorado; thence N 24 degrees 59 minutes 35 seconds W, on said Northeasterly line, 61.00 feet to a point of intersection with the Southeasterly line of Spanish Bit Drive as platted in said Chaparral Hills; thence along the said Southeasterly line of Spanish Bit Drive for the following five courses, N 65 degrees 00 minutes 25 seconds E, 166.60 feet to a point of curve; thence on a curve to the left, through a central angle of 29 degrees 52 minutes 41 seconds, having a radius of 530.00 feet, an arc distance of 276.38 feet; thence N 35 degrees 07 minutes 44 seconds E, 167.67 feet to a point of curve; thence on a curve to the right through a central angle of 14 degrees 19 minutes 10 seconds, having a radius of 470.00 feet; an arc distance of 117.46 feet; thence N 49 degrees 26 minutes 54 seconds E, 227.19 feet to the most Westerly corner of said Lot 26, Chaparral Hills; thence S 16 degrees 21 minutes 15 seconds E, 700.71 feet to the Point of Beginning, except that portion conveyed by Special Warranty Deed recorded January 2, 2007 at Reception No. 207000186, El Paso County, Colorado.

Return to:
 Mountain View Electric Association, Inc.
 11140 E. Woodmen Road
 Falcon, CO 80831



GRANT OF RIGHT OF WAY

Kenneth H. Barber and Beverly B. Miller and Uwe Schmidt

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of ten dollars and other valuable considerations, hereby grants to Mountain View Electric Association, Inc., a Colorado Corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to construct, maintain, change, renew, relocate, enlarge and operate its line or lines for the transmission and distribution of electrical energy, including the necessary conduits, wires, and fixtures and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such transformers, switch cabinets, voltage regulators and other above-ground apparatus, together with a telephone and/or telecommunications line (including but not limited to fiber optic cables) for use by Grantee, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along a strip of land 20 feet in width owned by Grantor, situated in El Paso County, State of Colorado, described as follows :

A 20 foot wide easement given for underground electric line, or lines over and across a portion of El Paso County Tax parcel Number 7136001045 also being a portion of Section 36, Township 11 South, Range 67 West of the 6 th P.M., El Paso County. Said 20 foot wide underground electric easement more particularly described by the attached one (1) page description labeled EXHIBIT A and depicted on the one (1) page sketch marked EXHIBIT B.

The Grantee shall have the right (1) to trim or cut down any trees and shrubbery on or adjacent to said strip of land, and to control the growth of same by machinery or otherwise; and (2) to remove and enjoin and restrain the placement of any objects or buildings or changes of grade which may interfere with the construction and operation of such lines.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs and assigns, not to change grade or erect any building or structure within the limits of said strip of land; and the Grantee, its successors and assigns, shall have the right, upon 10 days written notice to Grantor and AT THE EXPENSE OF GRANTOR (OR GRANTOR'S SUCCESSORS OR ASSIGNS), to remove objects or buildings interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and right-of-way in order to remove the interference.

The Grantor agrees that all wires, cables and other facilities, including any main service entrance equipment, installed in, upon or under the above-described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his successors and assigns, to pass over said strip of land from one portion of the land to another, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

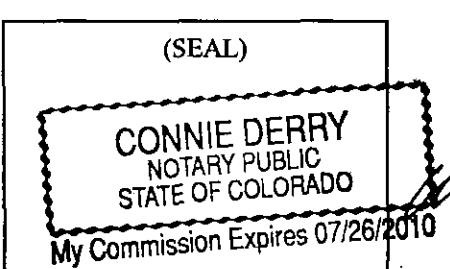
The Grantee, for itself, its successors and assigns, hereby agrees to repair, replace or pay for any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing lawns, gardens or crops (not including trees unless specifically agreed to by a separate writing) that do not interfere with the operation and use of Grantee's lines and equipment, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor (or Grantor's successors or assigns), one by the Grantee and the third person by the two persons aforesaid; the award of such three persons to be final and conclusive.

The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs and assigns of the parties.

Executed this 30 day of July, 2008.
 STATE OF COLORADO)
)ss.
 COUNTY OF El Paso)

Kenneth H. Barber Kenneth H. Barber
 By: Kenneth H. Barber

The within instrument was acknowledged before me this 30 day of July, 2008
 by Kenneth H. Barber as Grantor of Right of Way
 (Print the name(s) signed above)



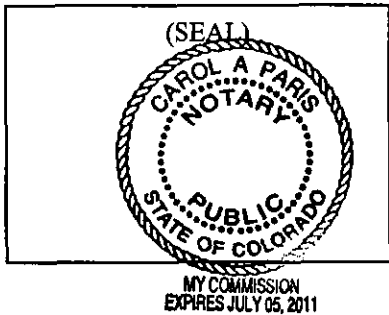
WITNESS my hand and official seal
 Account No. _____ Notary Public Connie Derry
 Work Order No. NRB B-0685 Notary's Address 4775 Daybreak Cr S.
 My Commission Expires 7-26-10

ATTACHMENT

Executed this 26 day of July, 2008
 STATE OF COLORADO)
)ss.
 COUNTY OF EL PASO)

Beverley B. Miller Beverley B Miller
 By: Beverley B. Miller

The within instrument was acknowledged before me this 26 day of July, 2008
 by Beverley B Miller as grantor of right-of-way
 (Print the name(s) signed above)



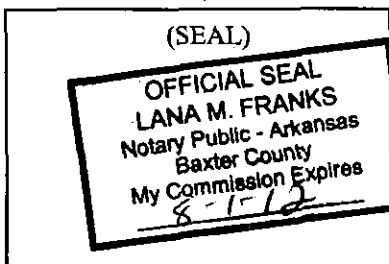
WITNESS my hand and official seal

 Account No. _____ Notary Public Carol A Paris
WB 8-0685 _____
 Work Order No. _____ Notary's Address 725 E Espanola St, C/S CO 80907
 My Commission Expires July 05, 2011

Executed this 5 day of August, 2008.
 STATE OF COLORADO)
Arkansas)ss.
 COUNTY OF Baxter)

Uwe Schmidt Uwe Schmidt
 By: Uwe Schmidt

The within instrument was acknowledged before me this 5 day of August, 2008
 by Uwe Schmidt as grantor of right of way
 (Print the name(s) signed above)



WITNESS my hand and official seal

 Account No. _____ Notary Public Lana M. Franks
WB 8-0685 _____
 Work Order No. _____ Notary's Address 949 Hwyle 2 Mtn. Home, AR
 My Commission Expires 8-1-12

EXHIBIT A

LEGAL DESCRIPTION: PERMANENT 20' ELECTRIC EASEMENT

A PERMANENT 20' ELECTRIC EASEMENT LOCATED ON TAX PARCEL NUMBER 71360-01-045 IN EL PASO COUNTY, COLORADO.

THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THOSE SHOWN ON PLAT "CHAPARRAL HILLS" AS RECORDED IN PLAT BOOK T-2, AT PAGE 2 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF "INTERSTATE HIGHWAY 25" AND THE SOUTHERLY RIGHT OF WAY OF "SPANISH BIT DRIVE" AS SHOWN ON SAID PLAT;

THENCE N 65°00'25" E, ALONG SAID SOUTHERLY RIGHT OF WAY, 160.00 FEET;

THENCE S 20°00'29" W, ALONG THE NORTHEASTERLY RIGHT OF WAY OF STRUTHERS ROAD RIGHT OF WAY AS DESCRIBED UNDER RECEPTION NUMBER 207000186 OF SAID RECORDS, 28.29 FEET, TO A POINT ON A LINE THAT IS 20.00 FEET NORTHEASTERLY OF AND PARALLEL TO SAID NORTHEASTERLY RIGHT OF WAY OF STRUTHERS ROAD, ALSO BEING THE **POINT OF BEGINNING**;

THENCE S 24°59'35" E, ALONG SAID PARALLEL LINE, 106.21 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 36;

THENCE S 89°59'08" W, ALONG SAID SOUTH LINE, 22.06 FEET, TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY OF STRUTHERS ROAD;

THENCE N 24°59'35" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY, 76.90 FEET, TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE N 20°00'29" E, ALONG SAID NORTHEASTERLY RIGHT OF WAY, 28.28 FEET, TO THE **POINT OF BEGINNING**, CONTAINING 1831.1 SQ.FT.(0.042 ACRES) MORE OR LESS.

EXHIBIT A

UBB-0685



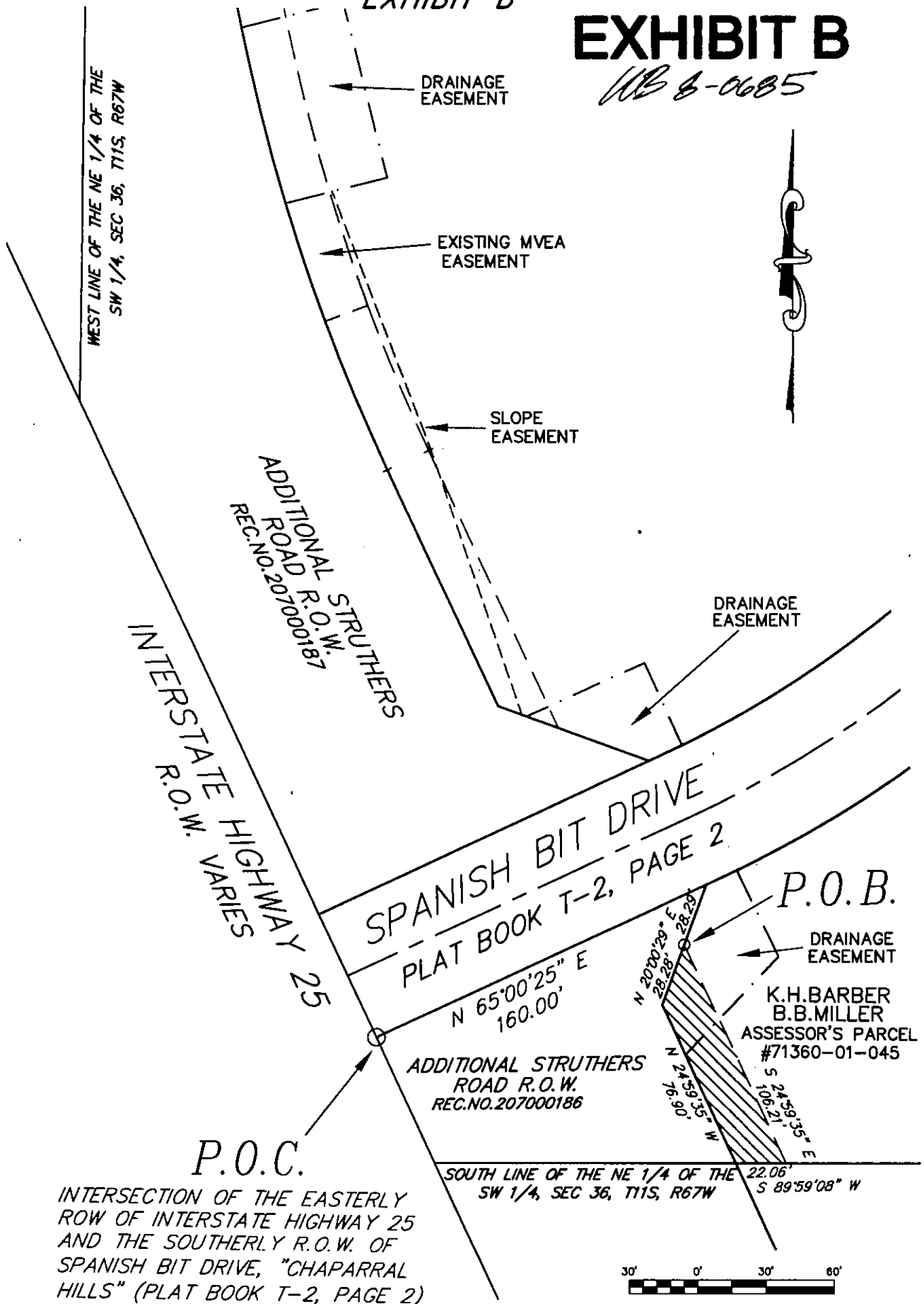
MICHAEL J. MUIRHEID
COLORADO PLS 37909
4M GROUP LAND SURVEYING
3709 PARKMOOR VILLAGE STE.106
COLORADO SPRINGS, CO.80917
719-494-1754 (OFFICE)

LEGAL DESCRIPTION SKETCH

EXHIBIT B

EXHIBIT B

UB 8-0685

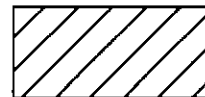


INTERSECTION OF THE EASTERLY ROW OF INTERSTATE HIGHWAY 25 AND THE SOUTHERLY R.O.W. OF SPANISH BIT DRIVE, "CHAPARRAL HILLS" (PLAT BOOK T-2, PAGE 2)



SCALE 1"=60'

--- EDGE DESCRIBED EASEMENT



DESCRIBED EASEMENT



4M GROUP LAND SURVEYING INC.

3709 PARKMOOR VILLAGE STE. 106
COLORADO SPRINGS, COLORADO 80917

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

JUNE 11, 2008

20281-23-S

SHEET 2 OF 2

DISTRICT COURT, EL PASO COUNTY, COLORADO 270 s. Tejon Street Colorado Springs, CO 80903	DATE FILED: September 22, 2020 4:04 PM CASE NUMBER: 1972CV71085 ▲ COURT USE ONLY ▲
IN RE THE ORGANIZATION OF DONALA WATER AND SANITATION DISTRICT EL PASO COUNTY	Case Number: 1972CV071085
ORDER CONFIRMING INCLUSION OF PROPERTY	

Pursuant to the Order Approving Inclusion of Territory, Exhibit B to the Motion for Order Confirming Inclusion of Property, filed with the Court by Donala Water and Sanitation District, which order has granted the petition by Beverly B. Miller, Uwe Schmidt, GST Trust FBO of Kenneth Charles Barber, GST Trust FBO of Nancy Row Barber, and GST Trust FBO of Douglas Hawthorne Barber, to include the real property described in **Exhibit A**, attached hereto and incorporated into this order by reference, it is hereby the order of the Court that pursuant to C.R.S. §§ 32-1-401 and 32-1-402, the real property described in **Exhibit A** is hereby included into the Donala Water and Sanitation District subject to obligations and benefits provided by law.

Date: September 22, 2020

BY THE COURT

G. D. Miller

 District Court Judge
 4th Judicial District

EXHIBIT TO INITIAL REQUEST DATED 9/2/2020 FOR INCLUSION
INTO THE DONALA WATER AND SANITATION DISTRICT

A tract of land in the Northeast quarter of the Southwest quarter in Section 36 in Township 11 South in Range 67 West of the 6" P.M., El Paso County, Colorado described as follows: Beginning at the Southwest corner of Lot 26, Chaparral Hills, as recorded in Plat Book T-2 at Page 2 in the records of El Paso County, Colorado, said point being on the South line of said Northeast quarter of the Southwest quarter; thence S 89 degrees 59 minutes 08 seconds W on said south line, 880.00 feet to a point of intersection with the Northeasterly line of a tract described by deed to the Department of Highways, State of Colorado, recorded August 12, 1963 in Book 1969 at Page 746 under Reception No. 301954 of the records of El Paso County, Colorado; thence N 24 degrees 59 minutes 35 seconds W, on said Northeasterly line, 61.00 feet to a point of intersection with the Southeasterly line of Spanish Bit Drive as platted in said Chaparral Hills; thence along the said Southeasterly line of Spanish Bit Drive for the following five courses, N 65 degrees 00 minutes 25 seconds E, 166.60 feet to a point of curve; thence on a curve to the left, through a central angle of 29 degrees 52 minutes 41 seconds, having a radius of 530.00 feet, an arc distance of 276.38 feet; thence N 35 degrees 07 minutes 44 seconds E, 167.67 feet to a point of curve; thence on a curve to the right through a central angle of 14 degrees 19 minutes 10 seconds, having a radius of 470.00 feet; an arc distance of 117.46 feet; thence N 49 degrees 26 minutes 54 seconds E, 227.19 feet to the most Westerly corner of said Lot 26, Chaparral Hills; thence S 16 degrees 21 minutes 15 seconds E, 700.71 feet to the Point of Beginning, except that portion conveyed by Special Warranty Deed recorded January 2, 2007 at Reception No. 207000186, El Paso County, Colorado.



Recorded at 12:55 o'clock P.M. AUG 12 1963 19__

BOOK 1969 PAGE 746

Reception No. 301954

HARRIET BEALS Recorder

Know All Men By These Presents

That I, or We,

J. ALLEN STRUTHERS AND GOLDEN A. STRUTHERS

the Grantor or Grantors,

of the _____ and County of El Paso _____, and State of Colorado _____
for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations to the said Grantor or Grantors
in hand paid, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these
presents do hereby *GRANT, BARGAIN, SELL AND CONVEY* unto

The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the _____ and County of El Paso
and State of Colorado, to-wit:

A tract or parcel of land, No. 1 of Grantee's Project No. I 25-2(48) containing 0.973 acres,
more or less, in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 1, T. 12 S. R. 67 W. and E $\frac{1}{2}$ and E $\frac{1}{2}$ of W $\frac{1}{2}$ of
Section 36, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El
Paso County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the southerly line of Section 36, T. 11 S., R. 67 W.,
of the 6th P.M., from which point the SE corner of said Section 36 bears N. 89° 27'
E., a distance of 3179.6 feet;

1. Thence N. 25° 42' W., a distance of 1981.4 feet to the westerly line
of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of Section 36;
2. Thence S. 0° 39' E., along the westerly line of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of
Section 36, a distance of 54.3 feet to the easterly R.O.W. line of S.H.
No. 1 (as of Apr. 1962);
3. Thence S. 25° 42' E., along the easterly R.O.W. line of S.H. No. 1
(as of Apr. 1962), a distance of 1821.3 feet to the southerly line
of Section 36;
4. Thence N. 89° 27' E., along the southerly line of Section 36, a distance
of 25.4 feet, more or less, to the point of beginning.

The above described parcel contains 0.973 acres, more or less.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors; that the said Grantor or Grantors will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 21 day of December A.D., 1962.

Signed in the presence of:

J. Allen Struthers
ALLEN STRUTHERS
Golden A. Struthers
GOLDEN A. STRUTHERS

STATE OF COLORADO
and County of EL PASO ss.



The foregoing instrument was acknowledged before me this 21 day of December, 1962, by ALLEN STRUTHERS AND GOLDEN A. STRUTHERS

WITNESS my hand and Official Seal,
My Commission Expires: _____

William Clarence Adams
Notary Public

STATE OF _____
and County of _____ ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and Official Seal,
My Commission Expires: _____

Notary Public

301954	PROJECT I 25-2(48)	LOCATION Breed-Instrument	PARCEL 1
SPECIAL Warranty Deed			
FROM J. ALLEN STRUTHERS AND GOLDEN A. STRUTHERS			
TO The Department of Highways State of Colorado			
STATE OF COLORADO, EL PASO } ss.			
I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the day of <u>AUG. 12 1963</u> , A.D., 19 <u>63</u> at the hour of <u>2:55 PM</u> , and was thereafter by me duly recorded in Book <u>1444</u> , Page <u>146</u> of the records of my office.			
HARRIET BEALS Clerk and Recorder Deputy			
<i>Harriet Beals</i> 2.65			
AFTER RECORDING PLEASE MAIL TO: The Department of Highways of the State of Colorado Highway Office Building 4201 East Arkansas Avenue Denver, 22, Colorado ATTENTION: Right of Way Section			

Recorded at 12:55 o'clock P.M. AUG 12 1963 19__

BOOK 1969 PAGE 746

Reception No. 301954

HARRIET BEALS Recorder

Know All Men By These Presents That I, or We,

J. ALLEN STRUTHERS AND GOLDEN A. STRUTHERS

the Grantor or Grantors,

of the _____ and County of El Paso _____, and State of Colorado _____
for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations to the said Grantor or Grantors
in hand paid, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these
presents do hereby *GRANT, BARGAIN, SELL AND CONVEY* unto

The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the _____ and County of El Paso
and State of Colorado, to-wit:

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more or less, in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 1, T. 12 S. R. 67 W. and E $\frac{1}{2}$ and E $\frac{1}{2}$ of W $\frac{1}{2}$ of
Section 36, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El
Paso County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the southerly line of Section 36, T. 11 S., R. 67 W.,
of the 6th P.M., from which point the SE corner of said Section 36 bears N. 89° 27'
E., a distance of 3179.6 feet;

1. Thence N. 25° 42' W., a distance of 1981.4 feet to the westerly line
of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of Section 36;
2. Thence S. 0° 39' E., along the westerly line of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of
Section 36, a distance of 54.3 feet to the easterly R.O.W. line of S.H.
No. 1 (as of Apr. 1962);
3. Thence S. 25° 42' E., along the easterly R.O.W. line of S.H. No. 1
(as of Apr. 1962), a distance of 1821.3 feet to the southerly line
of Section 36;
4. Thence N. 89° 27' E., along the southerly line of Section 36, a distance
of 25.4 feet, more or less, to the point of beginning.

The above described parcel contains 0.973 acres, more or less.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors; that the said Grantor or Grantors will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 21 day of December A.D., 1962.

Signed in the presence of:

J. Allen Struthers
ALLEN STRUTHERS
Golden A. Struthers
GOLDEN A. STRUTHERS

STATE OF COLORADO
and County of EL PASO } ss.



The foregoing instrument was acknowledged before me this 21 day of December, 1962, by ALLEN STRUTHERS AND GOLDEN A. STRUTHERS

WITNESS my hand and Official Seal,
My Commission Expires: _____

William Clarence Adams
Notary Public

STATE OF _____
and County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and Official Seal,
My Commission Expires: _____

Notary Public

301954	PROJECT I 25-2(48)	LOCATION Breed-Instrument	PARCEL 1
SPECIAL Warranty Deed			
FROM J. ALLEN STRUTHERS AND GOLDEN A. STRUTHERS			
TO The Department of Highways State of Colorado			
STATE OF COLORADO, EL PASO } ss.			
I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the day of <u>AUG. 12 1963</u> , A.D., 19 <u>63</u> at the hour of <u>2:55 PM</u> , and was thereafter by me duly recorded in Book <u>1444</u> , Page <u>146</u> of the records of my office.			
HARRIET BEALS Clerk and Recorder Deputy			
<i>Harriet Beals</i> 2.65			
AFTER RECORDING PLEASE MAIL TO: The Department of Highways of the State of Colorado Highway Office Building 4201 East Arkansas Avenue Denver, 22, Colorado ATTENTION: Right of Way Section			

WARRANTY DEED

THIS DEED is dated the 19th day of December, 2023, and is made between

CATHEDRAL ROCKS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

(whether one, or more than one), the "Grantor" of the ^{State} County of Colorado and ^{State of} El Paso and

^{County} ELITE PROPERTIES OF AMERICA, INC., A COLORADO CORPORATION

(whether one, or more than one) the "Grantee", whose legal address is 2138 FLYING HORSE CLUB DRIVE, COLORADO SPRINGS, CO 80921 of the County of El Paso and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$1,300,000.00) One Million Three Hundred Thousand Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property together with any improvements thereon, located in the County of El Paso and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: . SPANISH BIT DRIVE, COLORADO SPRINGS, CO 80921

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a)

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons lawfully claiming the whole or any part thereof.

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

CATHEDRAL ROCKS INVESTMENTS, LLC,
A COLORADO LIMITED LIABILITY COMPANY


MARVIN A. BOYD as MANAGER

State of Colorado
County of El Paso

The foregoing instrument was acknowledged before me this 19th day of December, 2023 by MARVIN A. BOYD as MANAGER of CATHEDRAL ROCKS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

Witness my hand and official seal.

Notary Public: Jessica Hanevik
My commission expires: 7-24-2026

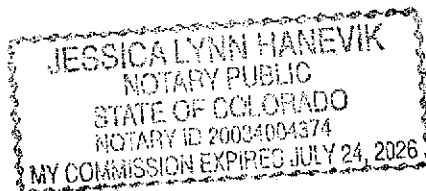


EXHIBIT "A"
LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 IN TOWNSHIP 11 SOUTH IN RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 26, CHAPARRAL HILLS, AS RECORDED IN PLAT BOOK T-2 AT PAGE 2 IN THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS WEST ON SAID LINE 880.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF A TRACT DESCRIBED BY DEED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, RECORDED AUGUST 12, 1963 IN BOOK 1969 AT PAGE 746 UNDER RECEPTION NO. 301954 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE NORTH 24 DEGREES 59 MINUTES 35 SECONDS WEST, ON SAID NORTHEASTERLY LINE, 61.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SPANISH BIT DRIVE AS PLATTED IN SAID , CHAPARRAL HILLS;

THENCE ALONG THE SAID SOUTHEASTERLY LINE OF SPANISH BIT DRIVE FOR THE FOLLOWING FIVE COURSES;

1. NORTH 65 DEGREES 00 MINUTES 25 SECONDS EAST, 166.60 FEET TO A POINT OF CURVE;

2. THENCE ON A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29 DEGREES 52 MINUTES 41 SECONDS, HAVING A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 276.38 FEET;

3. THENCE NORTH 35 DEGREES 07 MINUTES 44 SECONDS EAST, 167.67 FEET TO A POINT OF CURVE;

4. THENCE ON A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 19 MINUTES 10 SECONDS, HAVING A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 117.46 FEET;

5. THENCE NORTH 49 DEGREES 26 MINUTES 54 SECONDS EAST, 227.19 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 26, CHAPARRAL HILLS;

THENCE SOUTH 16 DEGREES 21 MINUTES 15 SECONDS EAST 700.71 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED BY SPECIAL WARRANTY DEED RECORDED JANUARY 02, 2007 AT RECEPTION NO. 207000186, EL PASO COUNTY, COLORADO.

EXHIBIT B

Reservation to the State of Colorado, reserving all rights to any and all minerals, ores, or metals of every kind and character and all coal, asphaltum, oil or other like substances in or under said land and the right of ingress and egress for the purpose of mining together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances as recorded April 29, 1919 in Patent in Book 290 at Page 178.

Right of way and easement granted to the American Telephone and Telegraph Company for communications purposes in instrument recorded September 24, 1951 in Book 1312 at Page 266.

All matters as shown on Survey recorded March 16, 1972 in Book 2474 at Page 697.

Covenants, conditions and restrictions recorded July 14, 1972 in Book 2505 at Page 620, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.

The effect of Notice Concerning Underground Facilities for Mountain View Electric Association, Inc. recorded May 08, 1983 in Book 3718 at Page 812.

Terms, agreements, provisions, conditions, obligations and easements as contained in and granted to El Paso County, Colorado in Non-Exclusive Permanent Easement recorded January 02, 2007 at Reception No. 207000190.

Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded January 07, 2009 at Reception No. 209001482.

Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the Donala Water and Sanitation District as disclosed by Order Confirming Inclusion of Property recorded September 25, 2020 at Reception No. 220150375.

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, to the extent, but only to the extent such lien or claim of lien arises out of or is in connection with construction work performed on the insured premises by ELITE PROPERTIES OF AMERICA, INC., A COLORADO CORPORATION or by any contractor or subcontractor on ELITE PROPERTIES OF AMERICA, INC., A COLORADO CORPORATION'S behalf.

Project Struthers Road: Barber (South) PE

NON-EXCLUSIVE PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that UWE SCHMIDT, BEVERLEY B. MILLER AND KENNETH H. BARBER hereinafter called the Grantor(s), for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, hereinafter called the Grantee, have given and granted and by these presents does hereby give and grant unto the said Grantee, its heirs, successors or assigns a **NON-EXCLUSIVE PERMANENT EASEMENT** only along, over and across the following described premises:

Assessor's Parcel No. 71360-01-027
Address: 0 36-11-67

See attached Exhibit A, Land Description and
Exhibit B, Sketch

The purpose of this easement is for the construction, installation, maintenance and all activities associated with a Drainage Easement.

Grantor(s) hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) have executed this Non-Exclusive Permanent Easement this 30th day of November, 2006.

By: Uwe Schmidt
Uwe Schmidt
Kenneth H. Barber his Atty in fact
By: Kenneth H. Barber
Kenneth H. Barber

By: Beverly B. Miller
Beverly B. Miller

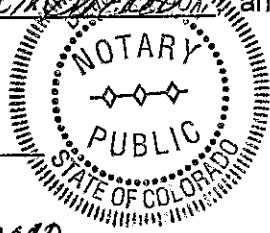
State of Colorado)
) ss
County of El Paso)

ROBERT C. "BOB" BALINK El Paso County, CO
01/02/2007 11:45:16 AM
Doc \$0.00 Page
Rec \$21.00 1 of 4 207000190

The foregoing instrument was acknowledged before me this 30th day of November 2006, by Beverly B. Miller & Kenneth H. Barber and Uwe Schmidt as attorney in fact

Witness my hand and official seal.

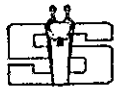
Diana Wilson
Notary Public



My Commission Expires: July 18, 2010

2002

200670826 JE



NON-EXCLUSIVE PERMANENT EASEMENT

Board of County Commissioners
of El Paso County, Colorado

Attest:
By: [Signature]
Deputy Clerk to the Board
County

By: [Signature]
Sallie Clark, Chair

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 16th day of October, 2006, Sallie Clark, Chair, Board of County Commissioners of El Paso County, Colorado, and as attested to by Thomas G. Andreas Deputy Clerk to the Board.

[Signature]
Notary Public

My commission expires: 8-8-2006

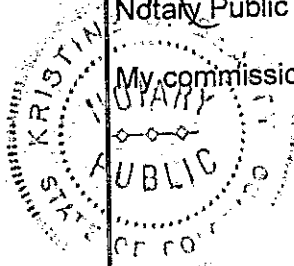


EXHIBIT A- DRAINAGE EASEMENT FROM BARBER (SOUTH PARCEL)

A PORTION OF THE NORTHEAST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SAID SECTION 36, BEING MONUMENTED AT THE WEST END BY A 3.25 INCH ALUMINUM CAP STAMPED "LS 13155" AND MONUMENTED AT THE EAST END BY A 3.25 INCH ALUMINUM CAP STAMPED "LS 17496", WITH THE LINE CONSIDERED TO BEAR S89°45'35"E.

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPANISH BIT DRIVE AS PLATTED IN CHAPARRAL HILLS IN THE EL PASO COUNTY RECORDS IN PLAT BOOK T-2, AT PAGE 2;

THENCE N65°00'31"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SPANISH BIT DRIVE A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING;

THENCE EASTERLY AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SPANISH BIT DRIVE THE FOLLOWING TWO COURSES;

1. N65°00'31"E A DISTANCE OF 6.60 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 00°46'03", A RADIUS OF 530.00 FEET, AND A LENGTH OF 7.10 FEET;

THENCE S25°39'31"E A DISTANCE OF 42.52 FEET;

THENCE S43°17'28"W A DISTANCE OF 58.33 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF STRUTHERS ROAD;

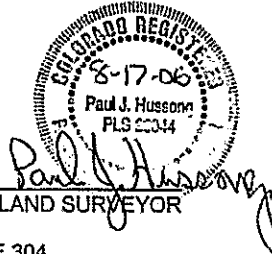
THENCE NORTHERLY AND ALONG THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF STRUTHERS ROAD THE FOLLOWING TWO COURSES;

1. N24°59'33"W A DISTANCE OF 24.06 FEET;
2. N20°00'29"E A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING,

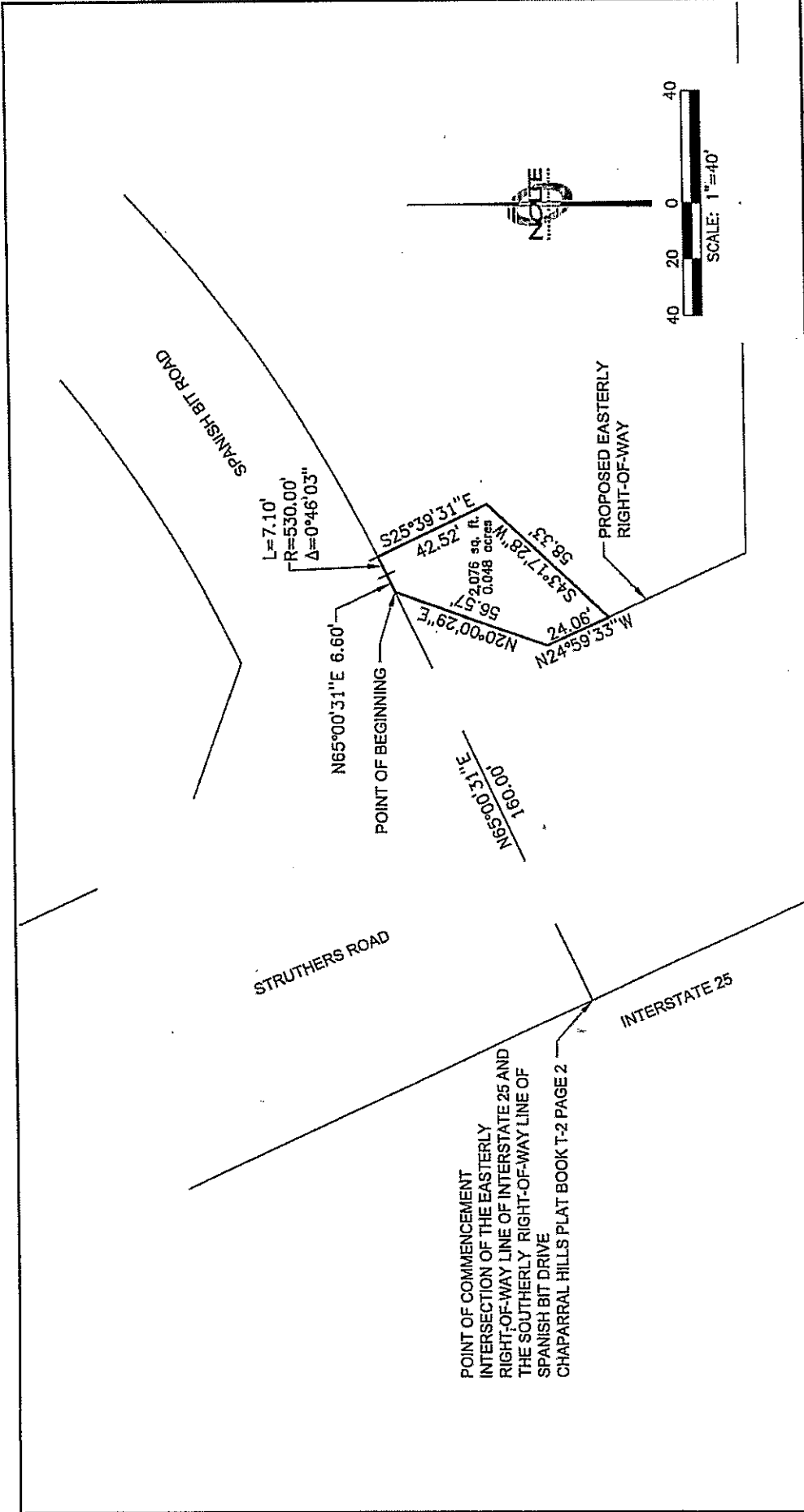
CONTAINING 2,076 SQUARE FEET OR 0.048 ACRES, MORE OR LESS.

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

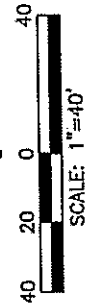
FOR AND ON BEHALF OF NOLTE ASSOCIATES, INC.




PAUL J. HUSSONG, PROFESSIONAL LAND SURVEYOR
COLORADO PLS No. 23044
5225 NORTH ACADEMY BLVD., SUITE 304
COLORADO SPRINGS, COLORADO 80918



POINT OF COMMENCEMENT
 INTERSECTION OF THE EASTERLY
 RIGHT-OF-WAY LINE OF INTERSTATE 25 AND
 THE SOUTHERLY RIGHT-OF-WAY LINE OF
 SPANISH BIT DRIVE
 CHAPARRAL HILLS PLAT BOOK T-2 PAGE 2



	DATE: _____ TIME: _____ NETWORK: _____ PATH: N:\CSB013400\Csbs\A SURVEY\Easement DWG NAME: Doshuga_Eas... LAYOUT: _____ DESIGNER: _____ MGR: _____	SHEET NUMBER 2 OF 2 SHEETS ASB NUMBER CSB013400
	DRAINAGE EASEMENT BARBER (SOUTH PARCEL)	
PREPARED FOR: EL PASO COUNTY		DATE SUBMITTED: 8-18-06

DISTRICT COURT, WATER DIVISION 2, COLORADO Court Address: 501 N. Elizabeth, Suite 116 Pueblo, CO 81003 Phone Number: (719) 404-8832	DATE FILED: January 29, 2016 9:43 AM CASE NUMBER: 2014CW3053
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: TRIVIEW METROPOLITAN DISTRICT IN EL PASO COUNTY, COLORADO	▲ COURT USE ONLY ▲
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE, AND JUDGMENT AND DECREE OF THE WATER COURT	

THIS MATTER comes before the court on the Application for Adjudication of Denver Basin Groundwater and Approval of Plan for Augmentation of the Triview Metropolitan District, and, having reviewed said Application and other pleadings on file, and being fully advised on this matter, the following findings and orders are made:

GENERAL FINDINGS OF FACT

1. The Applicant in this case is Triview Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado, whose address is 16055 Old Forest Point, Ste. 300, Monument, CO 80132 (hereinafter "Applicant" or "District"). Applicant seeks (1) quantification and adjudication of Denver Basin groundwater underlying an approximately 30-acre parcel of land previously included within the District, as well as (2) approval of a plan for augmentation for the use of such quantified Denver Basin groundwater supplies, along with other Denver Basin groundwater supplies underlying two other parcels of land likewise previously included within the District, with such underlying groundwater supplies having been previously quantified and adjudicated by this Court.

2. The Application was filed with the Water Court on December 1, 2014. The Clerk of this Court has caused publication of said filing as provided by statute, and the publication costs have been paid. All notices of the Application have been given in the manner required by law.

3. By order of Referral from the Division 2 Water Court dated December 10, 2014, this case was referred to the Water Referee.

4. By order of the Water Court dated December 10, 2014, this matter was published in the Daily Transcript in El Paso County, Colorado, and Proof of Publication was filed with the Court by pleading dated January 27, 2015. All notices of the Application have been given in the manner required by law.

5. Statements of Opposition were timely filed in this matter by Centre Development Company of Colorado Springs, LLC ("Centre") and the City of Colorado Springs, by and through its enterprise, Colorado Springs Utilities ("CS-U"), and the time for filing of Statements of Opposition has now expired.

6. The Court has jurisdiction over the subject matter of this proceeding and over all parties affected hereby, whether or not they have appeared in this action. The land and water rights involved herein are not included within the boundaries of any designated ground water basin.

7. Pursuant to C.R.S. §37-92-302(2), the Office of the State Engineer ("SEO") has provided a Determination of Facts for each Denver Basin aquifer by filing with this Court dated February 13, 2015.

8. Pursuant to C.R.S. §37-92-302(4), a Consultation Report and recommendation of the Division Engineer was issued on February 25, 2015 responding to the Application, and Applicant provided a Response thereto dated April 13, 2015. The Division Engineer subsequently issued a Supplemental Consultation Report dated July 9, 2015, and applicant provided a Supplemental Response thereto dated September 11, 2015, all of which have been considered by the Referee in the entry of this ruling.

ADJUDICATION OF DENVER BASIN GROUNDWATER RIGHTS

9. Applicant requested the adjudication of Denver Basin groundwater rights in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers, respectively, underlying an approximately 30-acre parcel of land referenced herein as the "Monument Ridge Parcel" located in Section 36, Township 11 South, Range 67 West of the 6th P.M., El Paso County, Colorado, and more particularly described on the attached **Exhibit A**, and depicted on the attached **Exhibit B** district map. The following findings are made with regard to these underground Denver Basin water rights:

10. The land overlying the Denver Basin groundwater quantified herein was previously included into the District by Order/Petition attached hereto as **Exhibit C**, through which all underlying groundwater was dedicated to the District's use as a condition of water service to such property. The Monument Ridge Parcel was subsequently subject of a land use planning approval by the Town of Monument, as a commercial subdivision, and the overlying land is therefore now owned by multiple parties. As provided in the Application and in Certificate of Mailing to Landowners filed with the Court on January 6, 2015, all overlying landowners were nonetheless provided

with written notification of the Application, though none filed statements of opposition thereto.

11. There are no permitted wells currently located or constructed upon the Monument Ridge Parcel, and Applicant has claimed and is hereby granted the right to withdraw all quantities of Denver Basin groundwater underlying the Monument Ridge Parcel through existing, additional or replacement wells located on contiguous properties, or upon the Monument Ridge Parcel, subject to Applicant acquiring such interests in the overlying land as may be necessary for construction, maintenance and operation of any such wells, and infrastructure related thereto. Applicant expressly may withdraw the groundwater underlying the Monument Ridge Parcel from any and all wells, both existing and as may in the future be developed, available to Applicant on other contiguous properties upon which the District has wells and infrastructure to each of the Denver Basin aquifers, respectively.

12. Of the statutorily described Denver Basin aquifers, the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers are all present beneath the Monument Ridge Parcel. The Dawson, Denver and Arapahoe aquifers underlying the Monument Ridge Parcel contain not-nontributary water supplies, while the Laramie-Fox Hills aquifer is of a nontributary character. The quantity of water in the Denver Basin aquifers, exclusive of artificial recharge, underlying the Monument Ridge parcel, consistent with the Determination of Facts provided by the SEO, are hereby quantified as follows:

<u>Aquifer</u>	<u>Avg. Saturated Thickness (ft)</u>	<u>Total Water Depth (ft)</u>	<u>Total Acre Feet</u>	<u>Annual Withdrawal</u>
Dawson (NNT)	60.0	36-155	360	3.6
Denver (NNT) ¹	360.0	205-870	1,836	18.3
Arapahoe (NNT)	310.0	900-1,330	1,581	15.8
Laramie-Fox Hills (NT)	210.0	1,715-2,010	945	9.5

13. Pursuant to C.R.S. §37-90-137(9)(c.5), the augmentation of not-nontributary groundwater supplies in the Dawson, Denver, and Arapahoe aquifers require replacement to the affected stream system of actual stream depletions on an annual basis, to the extent necessary to prevent injurious effect, based on actual aquifer conditions. Applicants shall not be entitled to construct wells to the not-nontributary Dawson aquifer except pursuant to a subsequently adjudicated plan for augmentation in

¹ As articulated in the SEO Determination of Facts, portions of the Denver aquifer underlying the Monument Ridge Parcel are located more than 1 mile from a point of contact with a surface stream, while other portions are less than 1 mile from such point of contact. As a result, portions of the Denver aquifer require replacement of only 4% of pumping, while other portions require replacement of actual depletions. The method for accounting for such differences, under both the Monument Ridge Parcel and other relevant portions of the District, is set forth at Paragraph 23.A. of this Decree.

accordance with C.R.S. §37-90-137(9)(c.5). Applicant shall be entitled to construct wells to the not-nontributary Denver and Arapahoe aquifers only pursuant to the plan for augmentation adjudicated herein, or subsequent modifications thereof approved by this Court.

14. Applicant shall be entitled to withdraw all legally available groundwater in each of the Denver Basin aquifers underlying the Monument Ridge Parcel. Said amounts can be withdrawn over the 100-year aquifer life set forth at C.R.S. §37-90-137(4), or over a longer period of time based upon actual aquifer conditions and Applicant's water requirements. The average annual amounts of ground water available from the Denver Basin aquifers, based on the minimum 100-year aquifer life, is determined and set forth in Paragraph 12, above, and is based upon the February 13, 2015 Determination of Facts from the Office of the State Engineer.

15. Applicant shall be entitled to withdraw an amount of groundwater in excess of the average annual amount decreed herein from each of the Denver Basin aquifers underlying the Monument Ridge Parcel, so long as the sum of the total withdrawals from wells the subject aquifer does not exceed the product of the number of years since the date of issuance of the original well permit, or the date of entry of the decree herein, whichever comes first, and the annual volume of water which the Applicant is entitled to withdraw from said aquifer underlying the Monument Ridge Parcel.

16. The Applicant shall have the right to use the ground water for beneficial uses throughout the service area of the District, as currently composed or as may be composed in the future for all municipal purposes, including but expressly not limited to, domestic, commercial, industrial, irrigation, stockwatering, recreational, wildlife, wetlands, fire protection, and for storage, exchange and augmentation associated with such municipal use. The amounts of groundwater decreed for such municipal uses within the District are reasonable as such uses are to be made for the long-term municipal uses within the District, and are to establish and provide for adequate future water reserves. The nontributary groundwater, excepting any such water reserved for post-pumping depletions in the Plan for Augmentation decreed herein, may be used, reused, and successively used to extinction, both within and without the service area of the District, subject, however, to the relinquishment of the right to consume two percent of such nontributary groundwater. Applicants may use the Denver Basin groundwater adjudicated herein by immediate application, or by storage and subsequent application to beneficial uses and purposes decreed herein.

17. Water available from the nontributary aquifer beneath the Monument Ridge Parcel and the withdrawal of such nontributary supplies in the amounts determined in accordance with the provisions of this decree will not result in material injury to any other vested water rights or to any other owners or users of water.

CASE NO. 97CW68 PLAN FOR AUGMENTATION VACATED

18. Applicant, as the successor in interest to the groundwater previously adjudicated in Case No. 97CW68, as more particularly described below, including the plan for augmentation for augmenting pumping of the not-nontributary Denver aquifer, seeks to abandon said 97CW68 Plan for Augmentation, thereby making the remainder of said Denver aquifer available for withdrawals under Applicant's Plan for Augmentation decreed herein. Said 97CW68 Plan for Augmentation is hereby vacated, though the quantifications of the Denver, Arapahoe and Laramie-Fox Hills aquifers decreed in Case No. 97CW68 remain of full force and affect, and available for Applicant's uses, consistent with the Plan for Augmentation decreed herein. Specifically, the reservation of the Laramie-Fox Hills aquifer quantified in Case No. 97CW68 for post-pumping depletion replacement is expressly lifted, such replacement to be accomplished as provided herein through the stored Beaver Creek water rights.

19. The Division Engineer calculates that 13.06 acre feet was previously withdrawn from the Denver aquifer under the 97CW68 Plan for Augmentation, and the amounts of water therefore available for withdrawal under the Plan for Augmentation decreed herein have been reduced accordingly to account for such prior withdrawals.

20. Applicant's consultants have calculated that maximum post-pumping depletions resulting from the prior pumping from the Denver aquifer under the 97CW68 Plan for Augmentation, now vacated, amount to approximately 0.022 acre feet per year. Applicant plans to augment such post-pumping depletions, along with all injurious post-pumping depletions under the Plan for Augmentation decreed herein, and the Court finds such depletion estimates and augmentation reasonable. Because not-nontributary Denver aquifer pumping of the Applicant's combined Denver Basin resources, including the portion of the Denver aquifer quantified in 97CW68 and now augmented by the plan decreed herein, are anticipated to continue, all post-pumping depletions resulting from the prior pumping of such aquifer under the now-vacated 97CW68 plan for augmentation will be adequately augmented through the augmentation plan decreed herein.

PLAN FOR AUGMENTATION

21. Structures to be augmented. The structures to be augmented are existing or future wells located within the District withdrawing not-nontributary groundwater from the Denver and Arapahoe aquifers underlying all or any of the following locations:

- A. The Monument Ridge Parcel, as described and quantified herein;
- B. A parcel adjacent to and contiguous immediately to the east of the Monument Ridge Parcel, the "FOC Lutheran Church Parcel", as more particularly described in attached **Exhibit D**, and as depicted on the attached **Exhibit B** District map. The not-nontributary Denver and Arapahoe aquifers (and the nontributary Laramie-Fox Hills) underlying the FOC Lutheran Church Parcel were previously quantified in Case No.

97CW68, and amounts of water available for Applicant's withdrawal from the Denver aquifer have been reduced to reflect prior withdrawals, as provided herein; and,

C. A parcel of land located immediately to the north of the Monument Ridge Parcel and FOC Lutheran Church Parcel, separated by Baptist Road, the "Regency Parcel", as more particularly described on attached **Exhibit E**, and depicted on attached **Exhibit B** District map. The portions of not-nontributary Denver and Arapahoe aquifer supply underlying the Regency Parcel to be augmented by the plan for augmentation decreed herein is further specifically described as:

i. All remaining portions of the groundwater underlying the Regency Parcel in the not-nontributary Denver and not-nontributary Arapahoe aquifers that were previously adjudicated in 85CW13 and 87CW40, **less**

ii. Such not-nontributary groundwater in the Denver and Arapahoe aquifers previously adjudicated to Applicant's use in the plans for augmentation decreed in Case Nos. 88CW23(A), 95CW153, and 98CW134.

22. The total quantities of not-nontributary groundwater withdrawals which are to be augmented by this decreed Plan for Augmentation, generally described in Paragraph 21, above, are more particularly estimated as follows, being the total augmented not-nontributary Denver and Arapahoe aquifers underlying all three described parcels not subject to previously adjudicated plans for augmentation:

<u>Aquifer</u>	<u>Average Annual Withdrawal (Acre Feet)</u>
Denver (NNT)	979.4
Arapahoe (NNT)	276.4

23. Water Rights to be Used for Augmentation.

A. Depletions During Pumping. During the anticipated 100-year pumping life of the not-nontributary wells described herein, any out-of-priority depletions will be augmented by fully-consumable and/or re-usable sewer return flows from the Waste Water Treatment Facility which the District shares with the Donala Water and Sanitation District and the Forest Lakes Metropolitan District ("WWTF"), which discharges treated effluent to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River. Said sewer return flows result from in-house and commercial uses of water within the District, including water originating from withdrawals from the not-nontributary Denver and Arapahoe aquifer wells previously decreed to the District's use, as well as similar not-nontributary groundwater rights adjudicated herein. Specific quantities and timing of such replacement obligations will be determined by the actual locations from which withdrawals are made, in relation to their specific points of contact with surface streams. In order to account for the varying effects of well withdrawals based on such potentially varying well locations, Applicant's consultants utilized the State Engineer's

Office's AUG3 model to simulate stream depletion effects for each section within the current District service area. While portions of Applicant's fully-consumable treated effluent from the WWTF has been previously dedicated to augmentation under Case Nos. 88CW23(A), 95CW153, and 98CW134, sufficient fully-consumable return flows remain and further will be generated from the additional not-nontributary Denver and Arapahoe aquifer pumping considered herein, to provide augmentation of depletions resulting from such pumping in time, place and amount, regardless of the ultimate locations of the subject wells. All such out-of-priority depletions will be fully replaced based on a 100-year aquifer life through dedication of such fully-consumable treated effluent at the outflow of the WWTF to Monument Creek, during the pumping life of such wells.

B. Post Pumping Depletions. The water rights to be used for augmentation of any injurious post-pumping depletions occurring after the anticipated 100-year pumping life of the wells resulting from the pumping of the not-nontributary groundwater described in this Plan for Augmentation are surface water rights diverting from Beaver Creek, tributary to Monument Creek, tributary to the Arkansas River, as owned by the Town of Monument and to be stored for later augmentation use in Monument Lake pursuant to an intergovernmental agreement between Applicant and the Town of Monument ("2014 IGA"), attached hereto as **Exhibit F**.

i. The Town of Monument is the owner of 16.21 cfs of senior surface water rights diverting from Beaver Creek, tributary to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River, as decreed in Case Nos. CA0751 and CA10146, with Priority Nos. 1, 2, 127, 129, and 149, and as changed to municipal uses to include augmentation in Case No. 83CW10. Collectively these water rights are decreed to yield on average 75 acre-feet per year. The Town of Monument has, pursuant to the 2014 IGA, dedicated these 75 average annual acre-feet to the Applicant for replacement of any injurious post-pumping depletions occurring under this plan for augmentation.

ii. Applicant's consultants calculated that maximum post-pumping depletions resulting from the pumping of the not-nontributary Denver aquifer described herein will be 57.4 acre-feet, and will occur approximately 55 years after cessation of pumping; and that maximum post-pumping depletions resulting from the pumping of the not-nontributary Arapahoe aquifer described herein will be 4.36 acre-feet annually and will occur approximately 446 years after cessation of pumping. As such, the total annual maximum, cumulative post-pumping depletive effect is calculated to be approximately 59.9 acre-feet in approximately the 420th year after the cessation of pumping. The Court accepts these figures as reasonable. Applicant's entitlement to 75 average annual acre-feet of water attributable to the Town of Monument's Beaver Creek water rights, to be stored in Monument Lake pursuant to the 2014 IGA, is therefore more than sufficient for replacement of any injurious post-pumping depletions. This quantity of replacement water, less the amount of actual stream depletions replaced during the plan pumping period, is sufficient to replace all calculated injurious post-pumping depletions.

iii. Applicant may substitute other legally available augmentation sources for replacement of any such injurious post-pumping depletions under this Court's retained jurisdiction. Applicant claims that post-pumping depletions will be noninjurious and need not be replaced to prevent injury, though this Court makes no such finding by this decree. Under the Court's retained jurisdiction, Applicant is reserved the right in the future to prove that said post-pumping depletions will be noninjurious.

iv. Applicant shall replace post-pumping depletions for the shortest of the following periods: (a) the period provided by C.R.S. §37-90-137(9)(c); (b) the express period specified by the Colorado Legislature, should it specify one; (c) the period determined by the State Engineer, should he choose to set such a period and have jurisdiction to do so; (d) the period established through rulings of the Colorado Supreme Court on relevant cases, or (e) until Applicant petitions the Water Court and after notice to parties in the case and the State Engineer's Office proves that it has complied with any statutory requirement.

24. Statement of Plan for Augmentation. If operated pursuant to the terms and conditions set forth herein, the plan for augmentation decreed will allow Applicant to provide for the augmentation of any injurious out-of-priority stream depletions which may be caused by the pumping of the not-nontributary Denver and Arapahoe aquifer groundwater described herein. Applicant shall utilize the not-nontributary Denver Basin ground water underlying the Monument Ridge Parcel, the FOC Lutheran Church Parcel, and portions of not-nontributary supply in the Denver and Arapahoe aquifers underlying the Regency Parcel not previously subject of decreed plans for augmentation, for municipal uses throughout the District's municipal service area, as currently exists or as may exist in the future. Applicant shall replace any injurious out-of-priority depletions resulting from Applicant's use of not-nontributary Denver Basin ground water, during the pumping life of the wells, through a portion of sewer return flows accruing to Monument Creek from Applicant's WWTF, and any injurious post-pumping depletions through the storage and release of surface water supplies provided by the Town of Monument, and stored in Monument Lake pursuant to the 2014 IGA. Said surface water supplies provide for an average annual yield of 75 acre feet, while maximum post pumping depletions, in year 446 following cessation of pumping, will be approximately 59.9 acre feet, therefore providing more than sufficient replacement supply for any injurious post-pumping depletions.

25. Alternate Supplies of Augmentation Water of Limited Duration. Pursuant to C.R.S. §37-92-305(8), the Court may authorize Applicant to use additional or alternative sources of augmentation water for replacement in this augmentation plan, including water leased by the District, if such sources are part of a substitute water supply plan approved pursuant to C.R.S. §37-92-308, or if such sources are decreed for such use. In order to add these sources to this plan, the following procedures must be followed. These procedures are adequate to prevent injury to other water rights that might otherwise result from the addition of these sources to this plan.

A. Additional Water Rights Separately Decreed for Augmentation Use. If a water right is decreed or lawfully available for augmentation use and not already approved for such use under this decree, the District shall give at least 35 days advance written notice of use of the water right for augmentation to the Court, the Division Engineer, and all objectors herein which shall describe: (i) the water right by name and decree, if any; (ii) the annual and monthly amount of water available to the District from the water right; (iii) the location or locations at which the water will be delivered to the stream; (iv) evidence that the claimed amount of water is not and will not be used by any other person; and, (v) the manner in which the District will account for use of the augmentation credits. No water right may be so utilized unless the Division Engineer approves of its use. Opposers shall have 35 days from the receipt of such notice to provide comments, concerns, or objections to such use to the Applicant and the Division Engineer. The Division Engineer shall have 70 days from the receipt of such notice to approve or disapprove the use of the additional water supply. The Applicant or any opposer may appeal the Engineer's decision pursuant to this paragraph to the Water Court, and the Applicant shall have the burden of proof that the use of the additional water supply will not cause injury to other water users.

26. The District shall comply with the terms and conditions of the Joint Facilities Agreement between the District and the Forest Lakes Metropolitan District, dated August 19, 1986. The District shall provide Forest Lakes Metropolitan District with accountings of its claimed credit from any direct discharges from the WWTF facility to Monument Creek.

27. Curtailment. Applicant's plan for augmentation, as decreed herein, is sufficient to permit the pumping of not-nontributary supplies in the Denver and Arapahoe aquifers as described herein, to the extent the District complies with all the terms and conditions of this decree including, but not limited to, providing the necessary replacement water as required by this decree. Pursuant to C.R.S. §37-92-305(8), the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced to prevent injury to vested water rights.

28. Accounting. Applicant shall make its accounting available to the Water Commissioner and to any party who requests it, at that party's expense, providing a summary of diversions, return flows, depletions, and augmentation releases associated with the District's operation of the augmentation plan approved herein. The District shall maintain records of all water use, amount and timing of all return flows, allocation of sewer return flows, and allocation of the character and type of water rights used as augmentation supply sources on a daily basis, and reported on a monthly basis, as provided herein. The accounting forms are not decreed herein and may be changed from time to time so long as the information required by this decree is included in the forms, notice is provided to the opposers, and such changes are approved by the Division Engineer or Water Commissioner. An example of the District's current accounting forms, in which the accounting required by this plan for augmentation will be integrated, is attached as **Exhibit G**.

29. Terms and Conditions. This Court finds that there will be no material injury to the owners or users of water diverted under vested water rights or conditional water rights as a result of operation of the plan for augmentation, so long as there is compliance with and proper administration of the protective terms and conditions herein.

A. Denver/Arapahoe Aquifer Ground Water Rights- Return Flow Credits. The treated effluent return flows from the District's not-nontributary Denver and Arapahoe aquifer ground water rights, after meeting replacement requirements, shall only be used as an augmentation source in the instant plan for augmentation to the extent that those return flows are not used to replace the depletions from the pumping decreed in Case Nos. 95CW153, 98CW134, and 88CW23(A). The attached example accounting forms (**Exhibit G**) identify the sources and amount of the return flows from each source claimed as augmentation water in this case and in Case Nos. 95CW153, 98CW134, and 88CW23(A). All such return flow credits not utilized in the foregoing cases, or the instant plan for augmentation, shall be available for the District's use and re-use, including for sale or lease to other parties.

B. The District shall balance its plan for augmentation on a weekly basis, or more frequently if deemed necessary by the Division Engineer, to prevent injury to other vested or conditional water rights.

C. Augmentation after Cessation of Withdrawals. The Court finds that depletions from the pumping of groundwater from the not-nontributary Denver and Arapahoe aquifers as provided in this decree may continue for many years after well pumping has ceased. In addition to any other requirement to replace well depletions under this decree, the District shall in accordance with the terms and conditions of this decree, replace all out-of-priority depletions that occur after pumping of any of the wells included in this decree cease. The District has demonstrated its entitlement to 75 average annual acre feet of consumable surface water supply from Beaver Creek, to be stored in Monument Lake for timed release, consistent with the terms and conditions of the 2014 IGA with the Town of Monument, to be used for replacement of such out-of-priority post-pumping depletions as described in this plan for augmentation. The augmentation supplies to replace such post-pumping depletions under this decree shall be the said Beaver Creek water rights as described in this Decree or any other augmentation supplies which may have been added under the terms and conditions of this decree. Unless otherwise decreed by this Court, the District shall be required to operate and use such reserved water rights in order to assure that all injurious post-pumping well depletions will be replaced in accordance with this decree. The Court retains jurisdiction over the plan for augmentation decreed herein to determine whether all such post-pumping depletions are being and will be replaced under the terms and conditions of this decree.

i. The reserved Beaver Creek water rights under the 2014 IGA are adequate for replacement of all anticipated post-pumping depletions resulting from the groundwater withdrawals from the not-nontributary Denver and Arapahoe aquifers augmented under this Plan for Augmentation. The District shall initiate diversion,

storage, and release of the Beaver Creek Water Rights, or provision of any substitute augmentation supply as may be decreed by the Court, for the replacement of any out-of-priority post-pumping depletions upon cessation of withdrawals from the Denver and Arapahoe aquifers as augmented herein. "Cessation of Withdrawals" occurs when either (1) the District has acknowledged in writing that all withdrawals from such aquifers have ceased permanently or (2) no withdrawals of ground water have been made from the aquifers for a period of ten (10) consecutive calendar years. Nothing herein shall preclude the District or its successors from resuming withdrawals from such not-nontributary aquifers after cessation of withdrawals as defined above has occurred. If pumping is resumed, then the District's augmentation requirements for such wells shall be determined in accordance with Paragraph 23.A. of this Decree, and its post-pumping augmentation obligation shall be determined as if no cessation of withdrawals had occurred.

30. While the term of this plan for augmentation is for a minimum of 100 years, the length of the plan for a particular well or wells may be extended beyond such time period 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 in this Paragraph 30 such that the plan may be extended beyond the anticipated 100 years, as may be required by the State or Division Engineer, Applicant may be required to develop a revised model of stream depletions caused by the actual pumping schedule. Any such revised model analysis shall utilize depletion modelling acceptable to the State Engineer, and shall represent the water use under the plan for the entire term of the plan to date. The analysis shall further demonstrate that return flows have equaled or exceeded actual stream depletions to date throughout the pumping periods and that reserved nontributary water remains sufficient to replace post-pumping depletions. If such revised modeling is required by the State and Division Engineers, Opposers shall have 35 days from the receipt of the revised model and analysis to provide comments, concerns or objections. The Division Engineer shall have 70 days from the receipt of the revised model and analysis to consider the analysis and Opposers comments thereto, and to approve or disapprove the extension of the term of the plan, or to suggest terms and conditions appropriate to such an approval. Either Applicant or Opposers may appeal any such decision by the Division Engineer to this Court under the Court's retained jurisdiction as described in Paragraph 50 and 52, below, and any such appealing party shall have the burden of proof in such an appeal. Applicant shall have the initial burden of proof that the extension of the term of the plan for augmentation will not result in injury to other water users.

CONCLUSIONS OF LAW

31. Based upon and fully incorporating herein the Findings of Fact set forth above as though fully set forth herein, this Court concludes as a matter of law that:

32. Applicant's request for adjudication of these water rights is contemplated and authorized by law, and this Court and the Water Referee have exclusive jurisdiction over these proceedings. §§ 37-92-302(1)(a), 37-92-203, and 37-92-305, C.R.S.

33. Subject to the terms and conditions of this decree, the Applicant is entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying the parcels and property described herein, and the right to use that water to the exclusion of all others subject to the terms of this decree.

34. The Applicant has complied with C.R.S. §37-90-137(4), and the nontributary Laramie-Fox Hills groundwater is legally available for withdrawal, and the not-nontributary Dawson, Denver, and Arapahoe aquifer groundwater is legally available for withdrawal upon the entry of this decree approving an augmentation plan pursuant to C.R.S. §37-90-137(9)(c.5), and such plan for augmentation is decreed herein as concerns the Denver and Arapahoe aquifers. Applicant is entitled to a decree from this Court confirming its rights to withdraw groundwater pursuant to § 37-90-137(4), C.R.S.

35. The Denver Basin water rights decreed herein are not conditional water rights, but are vested water rights determined pursuant to C.R.S. §37-90-137(4). No applications for diligence are required. The claims for nontributary and not-nontributary groundwater meet the requirements of Colorado Law.

36. The determination and quantification of the nontributary and not-nontributary groundwater rights in the Denver Basin aquifers as set forth herein is contemplated and authorized by law. § 37-90-137 C.R.S., and §§ 37-92-302 through 37-92-305, C.R.S.

37. Personal and Subject Matter Jurisdiction. Timely and adequate notice of the pendency of this proceeding *in rem* has been given in the manner required by law. Time for filing statements of opposition and for seeking leave to intervene has expired. This Court has jurisdiction over the subject matter of the application and this proceeding, and personal jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

38. Application Lawful. The Application is authorized by the Water Right Determination and Administration Act of 1969, C.R.S. §§37-92-101 through 602 (the "1969 Act"), and can be implemented pursuant to this Decree in accordance with the Act.

39. Satisfaction of Burdens of Proof. Applicant has complied with all requirements and satisfied all standards and burdens of proof, including but not limited to C.R.S. §§37-92-302 through 305, as amended. Applicant is entitled to a decree confirming and approving the quantification of Denver Basin groundwater, and the plan for augmentation decreed herein, which will not injuriously affect the owners of or persons entitled to use water under vested water rights or decreed conditional water rights as long as the plan for augmentation is operated and administered in accordance with the terms and conditions herein.

40. Administrability. The plan for augmentation decreed herein is determined by this Court to be administrable by the officials of the State of Colorado.

41. The augmentation plan decreed herein is one contemplated by law. If implemented in accordance with the terms and conditions of this decree, the plan will permit the use of water without material injury to the vested or conditionally decreed water rights of others.

42. The Court is required to retain jurisdiction in a decree approving an augmentation plan on the question of injury to vested or conditional water rights. C.R.S. § 37-92-304(6). Such jurisdiction is retained and described in detail at Paragraphs 50 and 52, below.

RULING OF REFEREE

43. Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, RULED, AND DECREED BY THE COURT:

44. The foregoing Findings of Fact and Conclusions of Law are hereby fully incorporated into this Ruling and Decree, as though set forth in full.

45. The Application for Adjudication of Denver Basin Groundwater Rights and for Approval of Plan for Augmentation proposed by the Applicant is approved, subject to the terms of this decree.

46. The operation of the District's augmentation plan as decreed herein provides for the replacement of all injurious out-of-priority depletions which may result from withdrawals of not-nontributary groundwater from the Denver and Arapahoe aquifers, as described herein, augmented during pumping through dedication of portions of reusable sewer effluent, and post-pumping through diversion, storage and timed release of the Beaver Creek water rights from Monument Lake, as specifically described herein. The terms and conditions of this decree are adequate to assure that no injury to any water users will result from operation of this plan for augmentation. The Court approves this plan subject to the terms and conditions contained in this decree.

47. The replacement and augmentation supplies that the District will use for operation of the plan for augmentation decreed herein are of a quality and quantity so as to meet the requirements for which the water of senior appropriators has normally been used.

48. The State and Division Engineers and the Water Commissioner shall administer this augmentation plan in accordance with the terms and conditions contained in this decree. So long as the District operates its wells to the not-nontributary Denver and Arapahoe aquifers in accordance with this decree, this augmentation plan can be operated without adversely affecting the owners or users of vested water rights or decreed conditional water rights on Monument Creek or its tributaries. So long as water

is used in conformance with the requirements of this decree, there will be no injurious effects to the vested or decreed conditional water rights of others related to the amount or timing of water availability.

49. The State Engineer, the Division Engineer, and/or the Water Commissioner shall not curtail the diversion and use of water covered by the Plan for Augmentation decreed herein, so long as the sewered return flows necessary for augmentation during the anticipated 100-year pumping life of the not-nontributary Denver and Arapahoe aquifers described herein continue to accrue to the stream system pursuant to the conditions contained herein. To the extent that Applicant or its successors or assigns is unable to provide the replacement water required, then the withdrawals of not-nontributary Denver and Arapahoe aquifer groundwater augmented herein, shall not be entitled to continue 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, sewered return flows from the WWTF must at all times during pumping be in an amount sufficient to replace the amount of stream depletions.

50. The Court retains continuing jurisdiction over this matter to make adjustments in the allowed average annual amount of withdrawal from the Denver Basin aquifers, either upwards or downwards, to conform to actual local aquifer characteristic, and the Applicant need not refile, republish, or otherwise amend the Application to request such adjustments. The Court further retains continuing jurisdiction should the Applicant later seek to amend this decree by seeking to prove that post-pumping depletions are noninjurious, that the extent of replacement for post-pumping depletions is less than the amount of water reserved herein, and other post-pumping matters addressed in Paragraphs 23.B. and 29.C.

A. At such time as adequate data may be available, Applicant or the State Engineer may invoke the Court's retained jurisdiction as provided in this Paragraph 50 for purposes of making a final determination of water rights as to the quantities of water available and allowed average annual withdrawals from any of the Denver Basin aquifers quantified and adjudicated herein. Any person seeking to invoke the Court's retained jurisdiction for such purpose shall file a verified petition with the Court setting forth with particularity the factual basis for such final determination of Denver Basin water rights under this decree, together with the proposed decretal language to effect the petition. Within four months of the filing of such verified petition, the State Engineer's Office shall utilize such information as available to make a final determination of water rights finding, and shall provide such information to the Court, Applicants, and the petitioning party.

B. If no protest is filed with the Court to such findings by the State Engineer's Office within sixty (60) days, this Court shall incorporate by entry of an Amended Decree such "final determination of water rights," and the provisions of this

Paragraph 50 concerning adjustments to Denver Basin groundwater rights based on local aquifer conditions shall no longer be applicable. In the event of a protest being timely filed, or should the State Engineer's Office make no timely determination as provided in Paragraph 50.A. above, the "final determination of water rights" sought in the petition may be made by the Water Court after notice to all parties and following a full and fair hearing, including entry of an Amended Decree, if applicable, in the Court's reasonable discretion.

51. Accounting. The District has demonstrated an appropriate method of accounting for diversions and stream depletions associated with the operation of this plan for augmentation. The District's accounting under this decree shall include the following information: (1) the daily volume of water pumped from each Denver and Arapahoe aquifer well; (2) the daily amount of water released from the WWTF, (3) the weekly out-of-priority stream depletions from prior weeks' pumping and from the current week's pumping; (4) the source and amount of the replacement sources used for augmentation in this plan, which shall be accounted for daily and reported monthly; and (5) the amount of any additional or alternative augmentation supplies allowed under Paragraph 25, which shall be accounted for daily, balanced weekly, and reported monthly. Unless specifically indicated by this decree, all accounting records required by this decree shall be filed with the State Engineer and Division Engineer on a monthly basis. The current accounting forms (**Exhibit G**) are adequate to account for the water rights and augmentation plan under this decree; however, said forms are not decreed herein and may be changed from time to time so long as the information required by this decree is included in the forms, 35 days advance written notice is provided to the objectors, and such changes are approved by the Division Engineer or the Water Commissioner. Copies of any revised forms shall be provided to objectors. The daily accounting and all backup and supporting information and documents shall also be provided to any objector making a written request for said accounting for the accounting year, upon payment of reasonable costs. The accounting shall be delivered to the Division Engineer and Water Commissioner in the manner they prescribe and may be delivered to other objectors in paper or electronic format at the District's option.

52. Retained Jurisdiction. 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 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 the factual basis for the relief requested in the petition, 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 the facts alleged in the petition. If the Court finds those facts are established, Applicant shall thereupon have the burden of proof to show: (a) that the petitioner is not injured, or (b) that any modification sought by the petitioner is not required to avoid injury to the petitioner, or (c) that any term or condition proposed by Applicant in response to the petition does avoid injury to the petitioner. The Division of Water Resources as a petitioner shall be entitled to assert 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. The Court also retains continuing jurisdiction for the purpose of determining whether the continued reservation of the Beaver Creek water rights for augmentation use hereunder is required. After notice to all objectors, if Applicant can demonstrate to the Court that post-pumping depletions need no longer be replaced and/or are non-injurious, the Court may remove the requirement that the Beaver Creek water rights must be reserved.

53. No Precedent. Parts of this Decree may be the result of substantial negotiations and settlement discussions between the parties. Its terms are based on the specific facts and circumstances of this case and compromises by the parties. By stipulating to the entry of this decree, no party in this case intends that it become a precedent to resolve issues in any other case and all parties reserve their rights to challenge the engineering analysis conducted upon, and terms and conditions to be applied to, any other augmentation plan applications or water court applications.

54. Copies of this Ruling of Referee, and the final decree when entered by the Court, shall be recorded in Pueblo County, Colorado.

DATED AND ENTERED THIS 7th day of January, 2016.

BY THE REFEREE:



Mardell R. DiDomenico

Mardell R. DiDomenico
Water Referee
Water Division No. 2

DECREE

THIS MATTER, having come before the Court pursuant to C.R.S. §37-92-303, and the Court having reviewed the findings and determinations of the Water Referee and being fully appraised in the matter,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the foregoing Findings of Fact, Conclusions of Law and Ruling of Referee, is hereby adopted as the Findings of Fact, Conclusions of Law, Judgement and Decree of this Court.

DATED THIS 29th day of January, 2016.

BY THE COURT:



LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

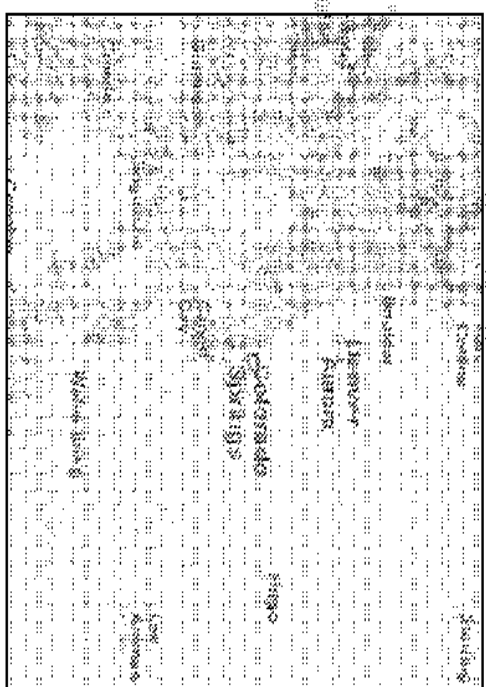
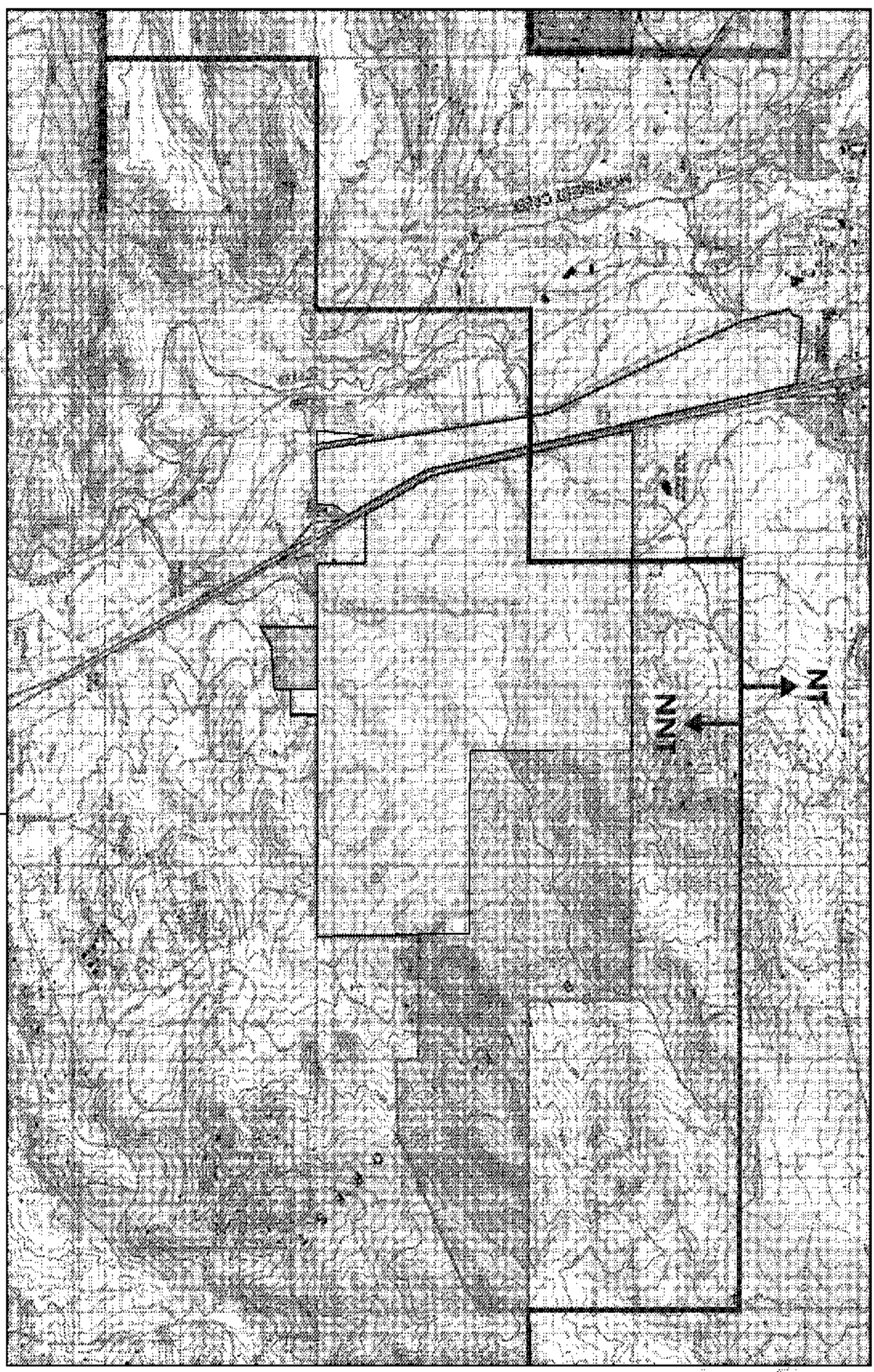
EXHIBIT A





LEGAL DESCRIPTION

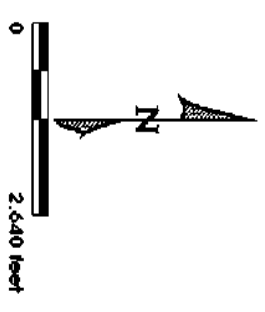
A portion of the East Half of the Northwest Quarter of Section 36, Township 11 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Beginning at the Northwest corner of Lot 46, Chaparral Hills as recorded in Plat Book T-2 at Page 2 of the records of El Paso County, Colorado; thence S 00°15'00" W, a distance of 959.28 feet to the Northeast corner of Lot 34 of said plat; thence S 86°17'05" W, a distance of 734.52 feet to an angle point on the Northerly line of Lot 33 of said plat; thence S 54°42'17" W, a distance of 601.90 feet to the Northwest corner of Lot 32 of said plat, said point being on the Westerly line of said East Half of the Northwest Quarter of said Section 36; thence N 00°03'20" W, on said Westerly line, a distance of 1360.00 feet to a point on a line drawn 30.00 feet Southerly from and parallel with the North line of said Section 25; thence S 89°45'00" E, on said parallel line, a distance of 1229.75 feet to the point of beginning, containing 1,306,810 square feet or 30.00 acres more or less.

Attachment to Order - 2014CPL



- LEGEND**
-  OTHER PROPERTIES WITHIN TRIVIEW DISTRICT BOUNDARY NOT SUBJECT TO THIS CASE
 -  FAMILY OF CHRIST CHURCH PARCEL
 -  MONUMENT RIDGE PARCEL
 -  ORIGINAL REGENCY PARCEL



TRIVIEW METROPOLITAN DISTRICT

LOCATION MAP FOR PARCELS WITHIN TRIVIEW METROPOLITAN DISTRICT

File Name: TriviewParcels.cdr	Date: 10/23/2014
Project No.: 1229-10	Drawn By: VAL Fig. No.: 1

Handwritten notes:
 12/23/14
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 12/23/14
 12/23/14



**TRIVIEW METROPOLITAN DISTRICT
ORDER FOR INCLUSION OF CERTAIN REAL PROPERTY
(MONUMENT RIDGE)**

THIS MATTER coming before the Board of Directors for public hearing at its regularly scheduled meeting held Wednesday, February 22, 2006, at 4:30 p.m. at the District's offices, 174 North Washington Street, Monument, Colorado 80132, and the Board having heard the testimony from the Petitioner and having fully considered the Petition for Inclusion of certain real property hereby makes the following Findings and Order:

FINDINGS

1. Petitioner, AP Baptist Road, LLC, is the contract purchaser of one hundred percent (100%) of the following described real property:

(See attached legal description)

and it filed its Petition on or about February 3, 2006.

2. Public Notice of said Petition and a Notice of a Public Hearing was duly published and given as required by statute.

3. The Petitioner is the contract purchaser of the real property which is the subject of the Petition, which Petition has been consented to by 100% of the property owners, and has good right, full power and lawful authority to bring the Petition. There are no other persons or parties owning or being entitled to any estate, right, title, interest, claim or demand, at law or in equity, in and to the subject real property.

4. That by execution of the Petition, the Petitioner has assented to and formally requested the permanent inclusion of the subject real property into the Triview Metropolitan District.

5. That the Petition for Inclusion was brought pursuant to C.R.S. Title 32, Article 1, Part 4, as amended.

6. The Board of Directors of Triview Metropolitan District heard the Petition at public meeting after publication on February 22, 2006 at 4:30 p.m. at the District offices, 174 North Washington Street, Monument, Colorado 80132.

7. No persons appeared to show cause in writing why the Petition should not be granted.

8. There were no written objections filed by any municipality or El Paso County with regard to the Inclusion Petition.

9. The inclusion of the Petitioner's property will not be detrimental to the Triview Metropolitan District.

ORDER

Having considered all of the factors set forth herein and all of the statutory requirements for inclusion, the undersigned Board of Directors of Triview Metropolitan District hereby orders that the subject real property which is described in the Petition, is and should be included in the Triview Metropolitan District and shall be subject to all rights and liabilities of the lands included in said Triview Metropolitan District.

Entered into this 22nd day of February 2006.

BOARD OF DIRECTORS

TRIVIEW METROPOLITAN DISTRICT

Julia A. Deen
2-22-06
Martha L. Gurnick
2-22-06

W. B. Johnson 2-22-06
President

Attachment COPY

LEGAL DESCRIPTION

A portion of the East Half of the Northwest Quarter of Section 36, Township 11 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Beginning at the Northwest corner of Lot 46, Chaparral Hills as recorded in Plat Book T-2 at Page 2 of the records of El Paso County, Colorado; thence S 00°15'00" W, a distance of 959.28 feet to the Northeast corner of Lot 34 of said plat; thence S 86°17'05" W, a distance of 734.52 feet to an angle point on the Northerly line of Lot 33 of said plat; thence S 54°42'17" W, a distance of 601.90 feet to the Northwest corner of Lot 32 of said plat, said point being on the Westerly line of said East Half of the Northwest Quarter of said Section 36; thence N 00°03'20" W, on said Westerly line, a distance of 1360.00 feet to a point on a line drawn 30.00 feet Southerly from and parallel with the North line of said Section 25; thence S 89°45'00" E, on said parallel line, a distance of 1229.75 feet to the point of beginning, containing 1,306,810 square feet or 30.00 acres more or less:

Attachment to Order - 2014CPL

Publisher's Affidavit

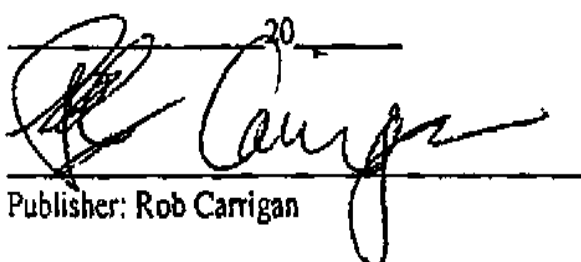
**STATE OF COLORADO
COUNTY OF EL PASO**

I, Rob Carrigan, do solemnly affirm that I am the publisher of the Tri-lakes Tribune; that it is a weekly newspaper printed and/or published at Monument, County of El Paso, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of El Paso for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the Post Office at Monument, Colorado, as periodical class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1932, and entitled, "Legal Notices and Advertisement," with other, Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper for the period of

1 consecutive insertions; that the first publication of said notice was in the issue of said newspaper dated:

Feb 15 . 20 06

TRJ - View



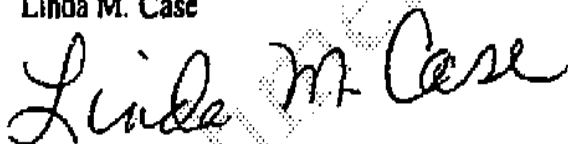
Publisher: Rob Carrigan

STATE OF COLORADO
County of El Paso

The foregoing instrument was acknowledged before me this 20th day

of Feb, 2006

(SEAL) Witness my hand and Official Seal,
Linda M. Case

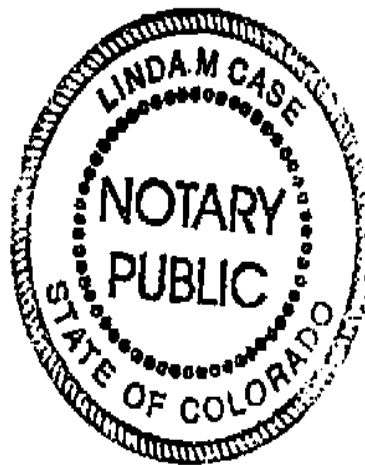


My commission expires September 30, 2008

**MY COMMISSION EXPIRES
09/30/2008**

Notary Public

47 Third Street
P.O. Box 488
Monument, CO 80132



**PETITION FOR THE INCLUSION OF REAL PROPERTY
IN THE TRIVIEW METROPOLITAN DISTRICT
(MONUMENT RIDGE)**

**TO: The Board of Directors Triview Metropolitan District
County of El Paso, State of Colorado**

COMES NOW the undersigned Petitioner, AP Baptist Road, LLC hereby respectfully petitions the Triview Metropolitan District by and through its Board of Directors, that the hereinafter described real property be included in said Triview Metropolitan District, and in support of the within Petition states and represents as follows:

1. That the undersigned are the sole fee owners of the real property located in the County of El Paso, State of Colorado, which is the subject of this Petition and is hereinafter referred to as the "Subject Real Property" consisting of approximately 30 acres and more particularly described on the attached legal description.
2. That the undersigned Petitioners have good, rightful, proper and lawful authority to bring this Petition affecting the Subject Real Property, and that there are encumbrances against said Subject Real Property which are scheduled to be paid in full.
3. That by the execution of the within Petition the undersigned assent to and formally request the permanent inclusion of the subject real property in said Triview Metropolitan District and hereby accepts and expressly agrees to all rules, regulations, terms, conditions, provisions, obligations, assessments and liabilities of whatsoever kind or nature as may be now in effect or hereinafter at any time imposed or acted upon by Triview Metropolitan District and affecting the subject real property upon and by virtue of its inclusion in said Special District.
4. That by execution of this Petition the undersigned agrees and understands that the Subject Real Property shall be subject to the taxes, mill levies, fees, rates, tolls and charges of the District, including the Inclusion Fee, as may now be in effect or hereinafter imposed and that the Inclusion Fee is based upon the type of land use and will be assessed at the time of platting for residential properties and at the time of building permit for commercial and industrial properties. The present rate of said Inclusion Fee is as set forth on the attached Resolution.
5. Petitioner further understands that it is responsible for the payment of all costs and expenses incurred by Triview Metropolitan District with regard to this inclusion which costs and expenses are estimated at Three Thousand Dollars (\$3,000.00).
6. As a condition of the inclusion, Petitioner acknowledges and understands that it will be the responsibility of the property owner to provide the following with all work done pursuant to approval of the District and the District Engineer:

- a. Connect Well A-4 to the Water Treatment Plant B at the cost of the property owner subject to the reimbursement to the property owner by a District subordinated bond.
- b. Tie an 8" water service line across Baptist Road and loop through the Subject Real Property at the sole expense of the property owner.
- c. Connect into the waste water interceptor on the west side at the expense of the property owner.
- d. Design and construct all drainage facilities pursuant to the design standards of the District with the understanding that said facilities will be privately owned and maintained by the property owner.
- e. Construct the 12" water line in Struthers Road subject to either reimbursement by the District or payment by the District tendering a District subordinated bond.
- f. Grant all necessary easements to the District for District infrastructure.
- g. Successfully complete the annexation of the Subject Real Property into the Town of Monument subject to the Monument Annexation and Development Agreement.
- h. Dedicate to Triview any and all water and water rights including the Denver Basin Waters.


7. Petitioners further represent that the Subject Real Property is under contract for sale to AP Baptist Road, LLC, a Colorado limited liability company ("AP"), and that AP understands the terms of this Petition, has participated in the negotiations of its terms, and agrees that it will be bound by said terms and that if closing does not occur, it is the intention of the District not to submit a court petition for inclusion.

8. That the undersigned Petitioners further state and represent that it agrees and understands that after consideration by the Board of Directors of the Triview Metropolitan District there may be no withdrawal from the within Petition and that, except as provided by law, further objections may not be filed and that actions of said Board of Directors shall be final and conclusive upon all persons and properties, and further that the representations and applications of the within Petition shall be binding upon the heirs, legal representatives, successors and assigns, in title, interest or otherwise, of the undersigned Petitioner.

9. That the within Petition is brought pursuant to Colorado Revised Statutes as Amended 32-1-401.

WHEREFORE, the undersigned respectfully request that necessary action be taken forthwith by the Triview Metropolitan District, through its Board of Directors, to effect inclusion of the Subject Real Property in the Triview Metropolitan District, and that the Board of Directors of Triview Metropolitan District enter an order and resolution including said Subject Real Property in the aforementioned subject Special District; and that an appropriate order be entered by the District Court in and for the County of El Paso, State of Colorado, wherein the Triview Metropolitan District was established, ordering and decreeing the Subject Real Property to be included in the said Triview Metropolitan District; and that upon the entry of such Order the subject real property be thereupon and thereafter subject to and liable for any and all assessments and other obligations and responsibilities imposed by the said Special District, the same as if originally included therein; and for such other provisions as may be proper hereunder.

SUBMITTED this 3rd day of February, 2006, El Paso County, State of Colorado.


AP Baptist Road, LLC

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


Subscribed and sworn to before me this 3rd day of February, 2006 by AP Baptist Road, LLC Craig A. Anderson

Witness my hand and official seal.

My commission expires: 3/10/09

MY COMMISSION EXPIRES 3/10/2009

(SEAL)


Notary Public

PROPERTY OWNER'S CONSENT

To: Triview Metropolitan District
Town of Monument

The undersigned are the owners of approximately thirty (30) acres of land located on the southeast corner of the intersection of Baptist Road and future Struthers Road in El Paso County, Colorado (the "Property"). We have entered into a contract to sell the Property to AP Baptist Road, LLC ("AP").

We hereby consent to AP filing and processing a Petition for annexation of the Property into the Town of Monument and an Annexation and Development Agreement for the Property, as well as a Petition for Inclusion of the Property into the Triview Metropolitan District (collectively, the "Petitions").

This consent is given on the conditions that:

a) The Petitions shall not become effective or placed of record until AP has closed on the Property and holds fee title to it; and

b) If AP has not closed on the Property by March 15, 2006, this Consent will automatically be withdrawn and the Petitions will have no further force or effect.

Dated ~~January~~ 3, 2006.
Schwartz

Kenneth H. Barber
Kenneth H. Barber

Beverley B. Miller
Beverley B. Miller

Uwe Schmidt by
Uwe Schmidt
Kenneth H. Barber, atty
in fact

LEGAL DESCRIPTION

A portion of the East Half of the Northwest Quarter of Section 36, Township 11 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Beginning at the Northwest corner of Lot 46, Chaparral Hills as recorded in Plat Book T-2 at Page 2 of the records of El Paso County, Colorado; thence S 00°15'00" W, a distance of 959.28 feet to the Northeast corner of Lot 34 of said plat; thence S 86°17'05" W, a distance of 734.52 feet to an angle point on the Northerly line of Lot 33 of said plat; thence S 54°42'17" W, a distance of 601.90 feet to the Northwest corner of Lot 32 of said plat, said point being on the Westerly line of said East Half of the Northwest Quarter of said Section 36; thence N 00°03'20" W, on said Westerly line, a distance of 1360.00 feet to a point on a line drawn 30.00 feet Southerly from and parallel with the North line of said Section 25; thence S 89°45'00" E, on said parallel line, a distance of 1229.75 feet to the point of beginning, containing 1,306,810 square feet or 30.00 acres more or less.

Attachment to Order - 2014CPL

EXHIBIT D

(Family of Christ Lutheran Church)

Legal Description:

As described in the Water Court Decree for Case No. 97CW68: Those portions of the NE1/4, the East ½ of the West ½ and the North ½ of the South ½ of Section 36, Township 11 South, Range 67 West of the 6th P.M., El Paso County Colorado, described as follows:

Commencing at a point on the West line of said East ½ which bears South 00 degrees 03 minutes, 20 seconds East, 30 feet from the Northwest corner of said East ½, thence South 89 degrees, 45 minutes and 00 seconds East, 1,229.75 feet, parallel with the North line of said Section 36 to that point of beginning of the tract to be described hereby; thence continuing on the last mentioned course, South 89-45-00 East, 2,707.73 feet parallel with said North line to a point on the East line of said Section 36, being the north line of the Chaparral Hills Subdivision;

Also described as: Lots 45 and 46 of the Chaparral Hills Plat, recorded in Book T-2, Page 2, of the records of the El Paso County Clerk and Recorder:

Containing 10.0 Acres, more or less.

Attachment to Original Plat No. 2059

EXHIBIT E

Legal Description

A parcel of land located within portions of Section 30, Township 11 South, Range 66 West of the 6th P.M., and of Section 23, 24, 25 and 26, Township 11 South, Range 67 West of the 6th P.M., all in El Paso County, Colorado, more particularly described as follows:

Beginning at a point on the West line of said Section 24, which point is 30.00 feet South of the West Quarter Corner thereof; thence North $89^{\circ}50'37''$ East, 3986.19 feet; thence South $00^{\circ}52'55''$ East, 3946.09 feet; thence North $89^{\circ}53'23''$ East 1319.76 feet to the East line of said Section 25; thence North $89^{\circ}52'42''$ East, 1202.85 feet; thence South $00^{\circ}17'51''$ East, 3923.65 feet; thence South $88^{\circ}30'08''$ West, 1187.48 feet to a point on the West line of said Section 30; thence South $89^{\circ}50'31''$ West, 2707.49 feet; thence continue South $89^{\circ}38'27''$ West, 2204.77 feet; thence North $78^{\circ}05'00''$ West, 102.90 feet; thence North $00^{\circ}55'00''$ West, 1072.24 feet; thence South $89^{\circ}05'00''$ West, 240.52 feet to the West line of said Section 25; thence continue South $89^{\circ}05'00''$ West, 937.76 feet (the next 8 courses will be along said Easterly right-of-way of Interstate 25) (1) thence North $25^{\circ}41'50''$ West, 1269.24 feet; (2) thence along the arc of a curve to the right with a radius, of 5602.58 feet, a central angle of $14^{\circ}35'00''$, an arc length of 1426.07 feet and whose chord bears North $18^{\circ}24'20''$ West, 1422.16 feet; (3) thence North $11^{\circ}06'50''$ West, 92.40 feet; (4) thence North $15^{\circ}27'10''$ East, 111.80 feet; (5) thence North $11^{\circ}06'50''$ West, 1550.76 feet to the North line of said Section 26; (6) thence North $11^{\circ}06'50''$ West, 549.34 feet; (7) thence North $25^{\circ}08'50''$ West, 206.20 feet; (8) thence North $11^{\circ}06'50''$ West, 1917.64 feet to a point 30.00 feet South of the East-West Centerline of said Section 23; thence North $89^{\circ}46'26''$ East, 2654.88 feet to the Point of Beginning, EXCEPTING therefrom any portion of the above-described property which lies within the present roadways of either Higby Road or Baptist Road as the same are now actually used.

Containing approximately 1248.66 acres

Filed in the office of the
Clerk, District Court Water
Division No. 2, State of
Colorado

FEB 3 1988

Ricardo Lopez
Clerk

A parcel of land located in portions of Sections 14, 23 and 26, Township 11 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the South Quarter corner of said Section 26; thence North $89^{\circ}06'20''$ East along the South line thereof, 329.16 feet to the True Point of Beginning (the next 4 courses will be along said former Easterly right-of-way of the Atchison, Topeka and Santa Fe Railroad) (1) North $08^{\circ}06'58''$ West, 2777.49 feet; (2) North $08^{\circ}06'58''$ West, 2635.56 feet to the North line of said Section 26, (3) along the arc of a curve to the left with a radius of 2914.83 feet, a central angle of $16^{\circ}26'00''$, an arc length of 836.02 feet and whose chord bears North $16^{\circ}19'58''$ West, 833.16 feet; (4) North $24^{\circ}32'58''$ West, 2851.16 feet; thence along a curve to the right, whose chord bears North $19^{\circ}0'0''$ West, an arc length of 593.13 feet; thence North $15^{\circ}44'55''$ West, 1367.03 feet; thence continue North $15^{\circ}44'55''$ West, 1158.82 feet; thence North $89^{\circ}36'12''$ East, 104.62 feet; thence North $00^{\circ}09'54''$ West, 208.12 feet; thence North $89^{\circ}36'12''$ East, 1338.11 feet; thence South $17^{\circ}08'00''$ East, 740.64 feet (the next 6 courses will be along the Westerly right-of-way of said Interstate 25) (1) South $11^{\circ}07'00''$ East, 613.98 feet; (2) North $89^{\circ}44'38''$ East, 23.36 feet; (3) South $11^{\circ}07'12''$ East, 5392.95 feet; (4) South $11^{\circ}07'12''$ East, 1802.26 feet (5) along the arc of a curve to the left with a radius of 5856.58 feet, a central angle of $14^{\circ}34'38''$, an arc length of 1490.03 feet and whose chord bears South $18^{\circ}24'31''$ East, 1486.02 feet (6) South $25^{\circ}41'50''$ East, 1543.86 feet, thence along the following 4 courses; (1) South $69^{\circ}41'33''$ West, 241.42 feet; (2) South $03^{\circ}11'36''$ East, 103.54 feet; (3) South $25^{\circ}42'00''$ East, 130.17 feet; (4) South $01^{\circ}41'00''$ West, 412.65 feet, thence along the following two courses; (1) South $89^{\circ}05'10''$ West, 21.46 feet (2) South $84^{\circ}59'10''$ West, 690.18 feet; thence South $89^{\circ}06'20''$ West, 364.55 feet along the South line of said Section 26 to the Point of Beginning. EXCEPTING THEREFROM (1) any portion of the above described property which lies within the present roadway of Baptist Road as the same is now actually used, and (2) that portion of Section 26 conveyed to El Paso County for highway purposes by Quitclaim Deed recorded April 5, 1926 in Book 719 at Page 481.

Containing approximately 274 acres.

A parcel of land located in the South one half of Section 14, Township 11 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the point of intersection of the East right-of-way of Interstate Highway 25, which point is approximately 2200 feet, North 69° East of the Southwest corner Section 14; thence along the following five (5) courses: (1) thence North $78^{\circ}53'$ East, 31.00 feet (2) thence along the arc of a curve to the right with a radius of 1482.5 feet, a central angle of $36^{\circ}27'10''$, an arc length of 943.20 feet and whose chord bears North $22^{\circ}24'30''$ East, 927.40 feet (3) thence North $40^{\circ}38'$ East, 439.80 feet; (4) thence along the arc of a curve to the left with a radius of 905.00 feet, a central angle of 37 degrees 12 minutes, an arc length of 587.5 whose chord bears North $22^{\circ}02'$ West, 577.31 feet; (5) thence North $03^{\circ}26'$ East, 140 feet; thence South $77^{\circ}23'30''$ West, 917.65 feet; thence along the following (2) two courses: (1) thence South $37^{\circ}07'$ West, 154.80 feet; (2) thence South $02^{\circ}09'30''$ East, 1331.80 feet; thence South $11^{\circ}07'$ East 221.40 feet to the Point of Beginning.

Containing approximately 20 acres.

A parcel of land located in a portion of Section 30, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at a point which is 30 feet North of the Southwest corner of Section 30; thence North $88^{\circ}30'08''$ East, 1187.48 feet to the Point of Beginning; thence North $88^{\circ}30'08''$ East, 1332 feet; thence North $00^{\circ}17'51''$ West, 3923.65 feet; thence South $89^{\circ}52'42''$ West, 1332 feet; thence South $00^{\circ}17'51''$ East, 3923.65 feet to the Point of Beginning.

Containing approximately 119 acres.

EXHIBIT F



ORIGINAL

INTERGOVERNMENTAL AGREEMENT WATER USE AND STORAGE

THIS AGREEMENT is entered into this 7th day of April, 2014, by and between the TOWN OF MONUMENT, a Colorado municipal corporation located in El Paso County and organized and existing under and by virtue of the Constitution and laws of the State of Colorado (the "Town"), and the TRIVIEW METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and acting pursuant to the provisions of Article 1 of Title 32, Colorado Revised Statutes ("Triview").

WITNESS:

WHEREAS, the above parties are authorized to enter into intergovernmental agreements pursuant to Colo. Const., Art. XIV, §18(2), C.R.S. §29-1-203, and C.R.S. §32-1-1001(d); and

WHEREAS, C.R.S. §29-20-105 specifically authorizes and encourages local governments to contract with other units of government for the purposes of planning or regulating the development of land including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations; and

WHEREAS, Triview was duly formed for the purpose of providing the inhabitants of the district, among other services, water treatment, distribution and wastewater collection, and while Triview provides water and sewer services to developments within Triview's district boundaries, such developments and land use entitlements associated therewith are reviewed and approved by the Town; and

WHEREAS, Triview and the Town have, coincidentally with this "2014 IGA" entered into a "Water Agreement" along with the Jackson Creek Land Company, LLC, a Colorado limited liability company, and its affiliates (collectively "Jackson Creek"), concerning Triview's purchase of Denver Basin groundwater supplies from Jackson Creek, the Town's provision of additional water supply and storage thereof, adjudication of a plan for augmentation utilizing the same for Jackson Creek's benefit, and approval of certain development entitlements to Jackson Creek resulting therefrom; and

WHEREAS, while the Town through this 2014 IGA and the Water Agreement is facilitating Triview's ability to address any injurious post-pumping depletions which may occur pursuant a Plan for Augmentation to be adjudicated utilizing the Denver Basin groundwater supplies acquired from Jackson Creek through the use of the Town's senior Beaver Creek Water Rights and through storage in Monument Lake, the Town is itself not responsible for meeting any such post-pumping replacement obligations, except as provided in this 2014 IGA and the Water Agreement.

Initials RD



WHEREAS, the Water Agreement contemplates that Triview and the Town will enter into this 2014 IGA for purposes of clarifying the rights and responsibilities of each in the provision, delivery, storage, and use of a water supply sufficient to support a plan for augmentation allowing for Triview to provide water service to include the Jackson Creek developments, the scope and detail of which are more specifically described and contained in the Water Agreement; and

WHEREAS, the Town is the owner of certain surface water rights located on Beaver Creek, tributary to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River. Said "Beaver Creek Water Rights" were adjudicated for changed uses including augmentation in Case No. 83CW10, Water Division 2, with such water rights quantified for an average historical consumptive use of 75 annual acre feet; and

WHEREAS, the Town is also the owner of a water storage facility known as "Monument Lake"; and

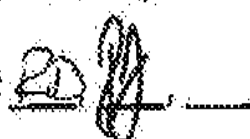
WHEREAS, the Town and Triview, consistent with the Water Agreement, wish to divert the Town's Beaver Creek Water Rights, or appropriate substitute supply, to storage in Monument Lake, for later release for replacement of any injurious post-pumping depletions which may result from Triview's use of water purchased from Jackson Creek, pursuant to any applicable plan for augmentation to be adjudicated by Triview for such purposes.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Beaver Creek Water Rights.

A. Monument agrees to dedicate a maximum of 75 annual acre feet of fully consumable water attributable to the Beaver Creek Water Rights, at the original point of diversion, for Triview's use as a source of supply for augmentation and replacement of any injurious post-pumping depletions associated with applicable augmentation plans to be adjudicated by Triview to include pumping of water purchased from Jackson Creek pursuant to the Water Agreement (the "Augmentation Plan").

B. As-Needed. Triview's use of the Beaver Creek Water Rights shall be solely on an "as-needed" basis as a source of supply for replacement of any injurious post-pumping depletions. Such need is not anticipated to occur until such time as the State Engineer determines, on an aquifer by aquifer basis, that the post-pumping period has begun within the District, which is not likely to occur in the foreseeable future. Without limiting the Town's ability to comment pursuant to Paragraph 6 hereof, any

Initials 



augmentation plans obtained by Triview utilizing the Beaver Creek Water Rights as such a post-pumping replacement source shall at a minimum:

- (i) reference aquifer lives of 100-years, though the parties acknowledge that post-pumping replacement could be required at an earlier date, based on actual aquifer conditions and actual water usage.
- (ii) contain provisions allowing the amount of water necessary to replace post-pumping depletions to be revised consistent with further development of applicable ground water models by the State Engineer or others, using language substantially to the effect that, "The Court retains continuing jurisdiction to reconsider the amount of required replacement water based on new and more accurate and reliable modeling upon a petition filed by the Applicant. The Applicant shall serve the petition, the proposed modeling, all modeling inputs, assumptions and data, and the proposed amount of required replacement water upon all opposers. Opposers shall have 60 days to file any objections to the petition. The Court shall allow discovery as appropriate and shall hold de novo proceedings to resolve any objections. The Applicant shall bear the burden of proof to show that the new modeling is more accurate and reliable than the modeling relied upon for this decree."

Should Triview not require the use of all or a portion of the Beaver Creek Water Rights, or such substitute supply available to the Town as may be utilized pursuant to Paragraph 2.D. of this IGA, for provision of water services/replacement of injurious post-pumping depletions, the Town may utilize such water rights for its own purposes.

2. Monument Lake Storage.

A. Monument agrees to dedicate and make available a maximum of 75 acre feet of storage in Monument Lake for the storage of the Beaver Creek Water Rights (or substitute water supply) and subsequent release therefrom, to allow for Triview's use of the same as a source of supply for augmentation and replacement of any injurious post-pumping depletions associated with applicable augmentation plans, and specifically to allow for replacement of any such depletions in proper time, place, and amount (the "Monument Lake Storage").

B. As-Needed. Triview's use of the Monument Lake Storage shall be solely on an "as-needed" basis as a source of stored water supply for replacement of any injurious post-pumping depletions. Such need is not anticipated to occur until such

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time as the State Engineer determines, on an aquifer by aquifer basis, that the post-pumping period has begun within the District, which is not likely to occur in the foreseeable future. Any augmentation plans obtained by Triview utilizing the Monument Lake Storage for replacement of post-pumping depletions shall include reference to aquifer lives of 100-years, though the parties acknowledge that post-pumping replacement could be required at an earlier date, based on actual aquifer conditions and actual water usage. Should Triview not require the use of all or a portion of the Monument Lake Storage for provision of water services/replacement of injurious post-pumping depletions, the Town may utilize such storage for its own purposes.

C. Storage Funds. The Town shall be paid by Triview the sum of \$675,000 as consideration for the Monument Lake Storage (the "Storage Funds"), based on the successful adjudication of an augmentation plan to cover post-pumping depletions. The Parties acknowledge that the Storage Funds are being provided to Triview by Jackson Creek pursuant to the terms and conditions of the Water Agreement, and that Triview will promptly deliver such funds to the Town upon receipt of the same. Consistent with the terms of the Water Agreement, the Town will maintain the Storage Funds in a separate interest-bearing ancillary account, as part of the Town's general accounting, said fund to be titled the "Monument Lake Water Storage Fund". Any funds received from Triview pursuant to this IGA will be placed in this fund and a separate bank account will be maintained for said funds to segregate the funds from other General Fund revenues. The uses of this ancillary fund will be restricted to expenditures on infrastructure, improvements, including but not limited to, delivery of any/all augmentation water to Monument Lake for storage purposes. Should the Augmentation Plan benefitting Jackson Creek fail to be adjudicated, and Jackson Creek therefore denied the development entitlements associated therewith, per the terms of the Water Agreement, the Town shall refund the Storage Funds to Jackson Creek.


D. Substitute Water Supply. The Parties agree and acknowledge that it is in their mutual interests to complete the Augmentation Plan, and agree to cooperate in the prosecution of the same. To the extent the Parties cooperatively determine that alternate or substitute sources of replacement supply (i.e. other than the Beaver Creek Water Rights) may be stored in Monument Lake, may be more appropriate for augmentation uses, and may facilitate completion of the adjudication of the Augmentation Plan in a timely manner, the parties may use a water supply other than the Beaver Creek Water Rights for such purposes, in whole or in part, including but expressly not limited to any re-usable treated effluent available to either party, or other sources of consumable water which may otherwise be physically or legally deliverable to Monument Lake. Use of such substitute/alternate supply will not constitute a "failure" of the Augmentation Plan as concerns Jackson Creek, but rather an alternative means to such end.

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3. Delivery and Storage Infrastructure.

A. Re-Use Pipeline. The Town anticipates its participation with other municipal and quasi-municipal entities in the construction of a pipeline from a point on Monument Creek below the Tri-Lakes Wastewater Treatment Plant ("WWTP") to Monument Lake for delivery of fully-consumable treated effluent discharged to Monument Creek by such parties, or other water supply physically and legally available, to storage in Monument Lake for the re-use thereof (the "Re-Use Pipeline"). Monument agrees to acquire/develop capacity in such Re-Use Pipeline sufficient for delivery of the 75 annual acre feet of the Beaver Creek Water Rights to Monument Lake, including for Triview's use, in addition to and in excess of, if necessary, any capacity therein necessary for the Town's re-use purposes, at such time as that capacity is necessary. The Town shall construct its portion of the Re-Use Pipeline including the excess capacity for the transmission of the Beaver Creek Water Rights or substitutes therefore, at its sole cost and expense. The Town shall complete such construction in advance of Triview's anticipated requirement to replace any injurious post-pumping depletions under any applicable augmentation plan, as contemplated herein. The parties agree to cooperate in determining all such capacities, and the necessary timing for completion of the Re-Use Pipeline to facilitate Triview's uses of water and storage, as contemplated herein. In the event that the Re-Use Pipeline is not constructed in concert with other municipal and quasi-municipal entities, as described above, or should the Town and Triview agree that alternate methods for the delivery of the Beaver Creek Water Rights or substitutes therefore may be more efficient than use of the Re-Use Pipeline, the Town and Triview shall work cooperatively in the design, construction, and financing of an alternate pipeline for delivery of the Beaver Creek Water Rights, or substitutes therefore, to Monument Lake to satisfy the purposes of this agreement and the use of said supply for Triview's augmentation purposes, all subject to Paragraph 11 below.

B. Beaver Creek Pipeline. Triview will construct a pipeline from the point of diversion of the Beaver Creek Water Rights on Beaver Creek to a point on Monument Creek at or above the site of the point of diversion of the Re-Use Pipeline discussed in Paragraph C.1., above (the "Beaver Creek Pipeline"), as well as such measuring and metering infrastructure as necessary for administration of the Beaver Creek Water Rights to facilitate their conveyance to Monument Lake in said Beaver Creek Pipeline and the Re-Use Pipeline, while minimizing any associated transit loss. The Beaver Creek Pipeline shall be constructed at Triview's sole cost and expense, at such time as Triview anticipates that delivery of the Beaver Creek Water Rights for replacement of post-pumping depletions may be imminently required pursuant to the terms and conditions of any applicable augmentation plan. The parties agree to cooperate in determining the specific location thereof so as to maximize the utility of the same while minimizing any associated land-acquisition and construction costs.

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C. Monument Lake Infrastructure. The Parties agree and acknowledge that construction of additional infrastructure at Monument Lake, and potentially additional storage capacity therein, may be necessary for the full use of the Beaver Creek Water Rights and Monument Lake Storage discussed herein for Triview's uses. The Parties further agree and acknowledge that the Storage Funds may be utilized for any and all infrastructure necessary for the diversion, delivery, and storage of the Beaver Creek Water rights, or any substitute water supply, to Monument Lake, necessary infrastructure at Monument Lake itself is the primary and priority use of such Storage Funds. The Storage Funds may be utilized by the Town in its discretion for purposes consistent with this IGA and the Water Agreement.

4. Operation and Maintenance.

A. Triview shall be responsible for reimbursing the Town for any and all operation and maintenance costs and expenses ("O&M") associated with the operation and use of the Beaver Creek Water Rights, any substitute water supplies, the Beaver Creek Pipeline, the Re-Use Pipeline, and Monument Lake, as concerns Triview's use of the same for any applicable augmentation plan. Triview's O&M obligations shall in no instance occur until such time as actual infrastructure for delivery of water to Monument Lake for Triview's use are in place, and until water is actually required for use as post-pumping replacement supply. The Town shall invoice Triview monthly for all such O&M expense, and Triview shall timely pay all such invoices within 30 days of receipt of the same.

B. The Town, through its employees and/or consultants and contractors, shall be responsible for the actual operations of the relevant facilities, including diversion of the Beaver Creek Water Rights at their point of diversion, and the use, operation, and maintenance of the Beaver Creek Pipeline, the Re-Use Pipeline, and Monument Lake, as concerns the use of such resources and infrastructure for delivery of the Beaver Creek Water Rights (or any substitute supply) to Monument Lake for Triview's purposes, as contemplated herein. The Town shall cooperate with Triview and the State and Division Engineers to provide such measurements, accounting, and documentation necessary for administration of any applicable augmentation plan, and consistent with the terms and conditions which may be decreed therein.

5. Term. Due to the indeterminate period for which Triview will require the use of the Beaver Creek Water Rights, or substitutes therefore, and the Monument Lake Storage for use in yet-to-be-adjudicated plans for augmentation utilizing the same, and indeterminate terms and conditions in the same, this IGA shall be perpetual in term. This perpetual agreement is intended by the parties to be a cooperative effort to provide for future storage and use of the Beaver Creek Water Rights, or substitutes therefore,

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for replacement of any injurious post-pumping depletions which may be associated with to-be-adjudicated plans for augmentation for use of not-nontributary groundwater resources in Triview's water system. Notwithstanding the foregoing, the parties agree and acknowledge that it is estimated that Triview will not require the use of the Beaver Creek Water Rights or Monument Lake Storage until perhaps as long as 100 years in the future, when Triview ceases use of such not-nontributary groundwater supplies, and any injurious post-pumping depletions may occur. Triview shall therefore provide the Town with written advance notice, as far in advance as practicable, of any intent to cease use of not-nontributary supplies which may be augmented by the water rights and storage considered herein, and further shall provide the Town with written notice at such time as all injurious post-pumping depletions have been replaced thereby, at which time this IGA shall terminate and expire by its own terms, and the title and use of any and all infrastructure referenced herein shall be available to the Town for its own uses. Should no post-pumping depletion replacement be required under the plan for augmentation to be adjudicated by Triview utilizing the proffered water, or should no such plan for augmentation be adjudicated, this 2014 IGA shall terminate of its own terms.

6. Legal Approvals. Triview shall be responsible for any and all administrative and Water Court approvals required for the delivery to and storage of the Beaver Creek Water Rights (or substitute water supply) in Monument Lake, and the subsequent release and use thereof. The Parties shall, however, cooperate in obtaining any such necessary approvals, including of any appropriate substitute water supply. Triview shall provide the Town with opportunity to comment upon any draft application(s), and to the extent the final application filed is consistent with any such comments in the sole reasonable discretion of the Town, any statements of opposition or comments to such proceedings shall be limited to ensuring that such approvals and decrees are consistent with the terms of the Water Agreement and/or this IGA (i.e. "friendly" statements of opposition/comment).

7. Other Town Water Rights. This IGA does not grant or provide to Triview any interest in the Town's decreed water rights, except as expressly provided herein as pertains to the use of the Beaver Creek Water Rights, nor any interest in any of the Town's other water rights, whether associated with Monument Lake or otherwise. Triview shall make no such claims thereon inconsistent with this IGA and the Water Agreement.

8. Evaporative/Seepage Loss. The Parties agree and acknowledge that evaporative loss of water placed in storage can and does occur, and that seepage losses may occur as well. The Parties agree to share pro-rata in proportion to the quantities of water in storage for each parties' respective use in Monument Lake all evaporative and seepage losses occurring to such combined stored water rights, to be calculated on an annual basis, and the parties further agree to cooperate in

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development of practices which may assist in reducing such evaporative and/or seepage losses. However, during the limited times when the entire 75 acre feet of storage may be necessary for replacement of post-pumping depletions associated with the plan for augmentation to be adjudicated on the basis of the proffered water, Triview may, instead of sharing in evaporative and seepage loss, provide the Town with payment on a per-acre-foot basis for such evaporative and seepage loss at a reasonable market rate to be agreed upon by the Parties at such time.

9. Carryover Storage. To the extent that not all of the Beaver Creek Water Rights delivered to and stored in Monument Lake for Triview's uses contemplated herein may be released therefrom in a given year, Triview shall be entitled to carryover storage of said amounts to subsequent years, provided that: (a) all carryover storage shall be subject to sharing in evaporative/seepage losses for the periods in storage, as provided in Paragraph H.1., above; and, (b) the maximum amount of storage shall not exceed 75 acre feet, including carryover, at any time. To the extent Triview utilizes less than the amount stored in any given year and carries such storage over to the next year, the Town shall be entitled to make use of a like amount of the Beaver Creek Water Rights for other purposes, to the extent Triview is unable to so store the full extent of such supplies in its storage allotment. Such carryover storage is intended to enable the Parties to take advantage of years of surplus supply and plan for years of shortage, while also allowing the Town to make maximum use of its Beaver Creek Water Rights even during the period of Triview's use of the same, to the extent that carryover storage might reduce Triview's demand in any given year.

10. Cooperation. The Parties agree to cooperate with each other in good faith in the performance of their obligations and requirements under this IGA and to fulfill the intent and purposes of this IGA.

11. Town/Triview Authority. Notwithstanding anything to the contrary in this 2014 IGA or the Water Agreement, the Parties understand, acknowledge and agree that while each Party is an independent municipal or quasi-municipal entity, as concerns the limited subject matter of this 2014 IGA and the associated Water Agreement the Parties expressly agree that: (a) Triview shall bear sole responsibility for securing sufficient legal and physical supplies of water to support any "will serve letters" issued pursuant to the Water Agreement, including in the event that the plan for augmentation to be obtained utilizing the Denver Basin groundwater acquired by Triview in the Water Agreement results in less supply than represented by the "water credits" discussed in the Water Agreement; (b) except as otherwise expressly provided by this 2014 IGA and/or the Water Agreement, the Town has no obligation to use water, water rights, or infrastructure not fully paid for or provided by the other parties to the Water Agreement, including Triview, nor does the Town have any obligation to provide water service to

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development within Triview approved by the Town on the basis of such "will serve letters"; and, (c) on the basis of subsections (a) and (b) of this Paragraph 11, the Town will not independently evaluate the sufficiency of any such "will serve letters" issued by Triview pursuant to the Water Agreement, but rather will rely upon Triview's performance of its obligations pertaining thereto.

12. Entire Agreement. This IGA represents the entire agreement of the Parties with respect to the subject matter covered herein, excepting terms and conditions in the associated Water Agreement. To the extent any terms of this IGA may differ from or be potentially inconsistent with the Water Agreement, the terms of this IGA shall govern.

13. Consent to Judicial/Administrative Proceedings. Each of the Parties agrees and consents to those administrative and/or judicial proceedings that may be required of the Parties to make full use and utility of the water rights and water storage rights subject of this IGA, subject to conferral, incorporation of relevant comments, and limitations on the scope of any comments or statements of opposition which may be filed, as articulated in Paragraph 6, above. In no instance shall either Party make claims in such administrative or judicial proceedings inconsistent with this IGA.

14. Construction.

A. The terms "herein", "hereunder", "hereby", "hereto", "hereof" and other similar terms, as may be utilized herein, refer to this IGA as a whole, and not to any particular articles, section, subsection or other subdivision hereof; the term "heretofore" means before the date of execution of this IGA and the term "hereafter" means after the date of execution of this IGA.

B. All definitions, terms and words utilized herein shall include both the singular and the plural.

C. Words of the masculine gender, as may be used herein, include correlative words of the feminine and neutral gender, and words utilized herein importing the singular number also shall include and indicate the plural, and vice versa.

D. The captions or headings of this IGA are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this IGA.

15. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as any respective personal representatives, heirs, successors, and assigns.

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16. Authority. The Parties to this IGA represent that they have the full power and authority to enter into and perform this IGA, and that resolutions of the Boards of Directors/Trustees of each Party expressly providing their undersigned representatives with such authority are incorporated herein by reference.

17. Notice. Any notice required or permitted by this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

18. Contingencies. This 2014 IGA is expressly contingent upon execution of the Water Agreement with Jackson Creek being timely executed by all parties thereto on terms consistent with this 2014 IGA. Should said Water Agreement fail to be so timely executed, this 2014 IGA shall be null and void, and of no effect.

TOWN OF MONUMENT:

Town of Monument
Attn: Town Manager
645 Beacon Lite Road
Monument, Colorado 80132

TRIVIEW METROPOLITAN
DISTRICT:

Triview Metropolitan District
Attn: District Manager
16055 Old Forest Point, Ste. 300
Monument, Colorado 80132

19. Default/Remedies. A Party shall be in default hereunder in the event it fails to perform its obligations as required hereunder, and if such noncompliance is not cured within 60 days after written notice by the other party of the nature of the alleged noncompliance. In the event of default, the non-defaulting party shall have all remedies available under Colorado law, including the right to injunctive relief and specific performance.

20. Severability. Unenforceability of any provision contained in this IGA shall not affect or impair the validity of any other provision of this IGA.

21. Attorney's Fees. In the event of any dispute between the Parties concerning the rights and obligations under this IGA or in the event of any action to enforce said rights and obligations under this IGA or to collect damages on account of

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any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other all costs and expenses, including reasonable attorney fees, incurred in such litigation or dispute, as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action or dispute.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of rights and responsibilities under this IGA. Proper venue for any action shall be in the District Court for El Paso County, Colorado, unless such action shall constitute a "water matter", in which case venue shall be proper in Water Court of applicable jurisdiction.

23. Recording. This Agreement shall be recorded in the offices of the El Paso County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF MONUMENT

By: *Rafael Dominguez*
Rafael Dominguez, Mayor

ATTEST
Town Clerk
By: *[Signature]*

TRIVIEW METROPOLITAN DISTRICT

By: *Robert Fisher*
Robert Fisher, District President

ATTEST
Robert O. Eskridge Sec/Treasurer
By: *Robert O. Eskridge*

Exhibit G
Accounting