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**Prepared by and after  
recording return to:**

J. Ryan Watson  
Fountain Valley Investment Partners, LLC  
3 Widefield Blvd  
Colorado Springs, CO 80911

Steve Schleiker  
12/20/2023 11:59:56 AM  
Doc \$0.00  
Rec \$48.00

El Paso County, CO



8  
Pages 223103473

**DECLARATION OF EASEMENT**

THIS DECLARATION OF EASEMENT (“**Declaration**”) is made as of the 17<sup>th</sup> day of November, 2023 by **FOUNTAIN VALLEY INVESTMENT PARTNERS, LLC**, a Colorado limited liability company (“**Declarant**”).

**WITNESSETH:**

A. Declarant is the current record owner of the real property located in El Paso County, Colorado and legally described in Exhibit A (the “**Property**”).

B. The Property is both benefitted and burdened by that certain Declaration of Covenants, Conditions, Restrictions and Easements for Peaceful Ridge dated as of July 12, 2007 and recorded July 12, 2007 in the Office of the El Paso County, Colorado Recorder as Reception No. 207092651, as amended from time to time (the “**CCRs**”).

C. Peaceful Ridge Homeowners Association, Inc., a Colorado nonprofit corporation (the “**Association**”) is identified as the Association under the CCRs and has certain rights and obligations under the CCRs.

C. Pursuant to the CCRs, Declarant has the right, among other rights, to establish easements for multiple purposes including, but not limited to, drainage.

D. By this Declaration, Declarant desires to create a drainage easement as further outlined in this Declaration.

**NOW, THEREFORE**, Declarant hereby declares that the following easement shall (i) burden the Property, (ii) shall be binding upon and inure to the benefit of Declarant, the Association and the owner(s) from time to time of the Property (individually a “**Property Owner**” and collectively the “**Property Owners**”), and (iii) shall run with the Property and be subject to this Declaration and be sold and conveyed subject thereto.

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above and the terms defined therein shall be considered terms and provisions of this Declaration, with the same force and effect as if fully set forth in this Section 1.

2. **Easement.** Subject to the terms and conditions of this Declaration, Declarant hereby establishes, grants and creates, for the benefit of Declarant, the Association and the Property Owners, a permanent, non-exclusive drainage easement to be located in the area legally described and depicted on

Exhibit B attached to and incorporated herein, consisting of approximately 30,514 square feet (0.700 acres) more or less (the "Easement Area"), and certain rights to maintain and access the same, all as described in this Declaration (the "Drainage Easement").

3. **Maintenance and Repairs.** The Property Owners, at the respective Property Owners' expense, shall be responsible for all repairs and maintenance needed to keep the Easement Area and any related improvements therein in good condition and repair for the purposes set forth in this Declaration, and shall have reasonable access to the Easement Area for such purpose. Any damage caused to the Easement Area or any related improvements by the negligence or willful misconduct of a Property Owner or such Property Owner's agents, licensees or invitees shall be repaired by, and solely at the cost of, such Property Owner.

4. **Performance.** If any Property Owner fails to perform as required under this Declaration, then either the Declarant or the Association (individually a "**Non-Defaulting Party**" and collectively the "**Non-Defaulting Parties**") have the right, but not the obligation, to enforce the terms of this Declaration. In the event of any failure to perform under this Declaration, one or both of the Non-Defaulting Parties may give written notice to the defaulting Property Owner detailing such default and the defaulting Property Owner shall have thirty (30) days to commence to cure such default. If such cure is not commenced in such thirty (30) day period and diligently pursued to completion, the Non-Defaulting Parties shall be permitted, but not required, to cure such default, and in which case the defaulting Property Owner shall promptly reimburse the Non-Defaulting Party for the defaulting Property Owner's share of the costs incurred in curing such default. Without limiting the foregoing, if a Property Owner's failure to perform pursuant to Section 3 above prevents or hinders the use of the Easement Area by or for the benefit of the Non-Defaulting Parties, the Non-Defaulting Parties may immediately cure such default and the defaulting Property Owner will be responsible for the commercially reasonable costs incurred in connection therewith.

5. **Binding Effect; Drainage Easement Runs with the Land.** The Drainage Agreement and terms of this Declaration shall constitute covenants running with the land and shall bind the portions of the Property described herein and inure to the benefit of and be binding upon each Property Owner.

6. **Recording.** Upon execution of this Declaration, the Declarant will record this Declaration against the Property.

7. **Declarant Rights.** Any rights reserved to Declarant under this Declaration shall remain until the Declarant no longer owns any real property governed by the Covenants including, but not limited to, the Property governed by this Declaration.

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Exhibit A

Legal Description of the Property (See Attached)

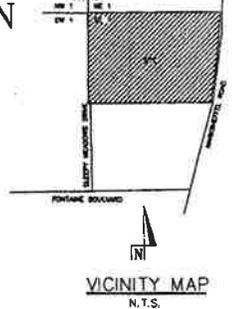
# FINAL PLAT

## PEACEFUL RIDGE AT FOUNTAIN VALLEY SUBDIVISION

A portion of the Southeast One-Quarter (SE1/4) of Section 15, Township 15 South, Range 65 West of the 6th P.M.,  
County of El Paso, State of Colorado

5F050

12619



**BY ALL MEN BY THESE PRESENTS:**

Fountain Valley Investment, being the owner of the described tract of land to wit:

**ID DESCRIPTION:**

all of land located in the Southeast One-Quarter (SE1/4) of Section 15, T. 15S, R. 65W of the 6th P.M., County of El Paso, State of Colorado, being a tract particularly described as follows:

Beginning at the Center One-quarter (C1/4) Corner of said Section 15, thence N89°52'48"E along the East/West centerline of said Section 15, a distance of 2003.07 feet to a point on the Westerly Right-of-Way line of a certain Road; thence along said Westerly Right-of-Way line, the following (2) courses:

S04°33'40"W, a distance of 605.28 feet; thence along the arc of a curve to the right, having a central angle of 5°47', a radius of 589.75 feet, an arc length of 733.69 feet

to the Northeast corner of Cottonwood Meadows Filing No. 3 as recorded in Reception No. 202218563 in the records of the Clerk and Recorder of said County; thence S89°53'03"W along the North line of said Cottonwood Meadows, a distance of 1846.75 feet to a point on the N/4 South centerline of said Section 15; thence N00°05'29"E along said N/4 South centerline, a distance of 1346.95 feet to the Point of Beginning.

tract contains 60.144 acres more or less.

**THE BEARINGS STATEMENT:**

Bearings of this plat are relative to the north line of the Southeast One-Quarter (SE 1/4) of Section 15, Township 15 South, Range 65 West of the 6th P.M., monumented at the Center One-quarter (C1/4) corner by a 3 inch aluminum cap marked "L5 10377" and at the East One-quarter (E 1/4) corner by a 3 1/2 inch aluminum cap marked "L5 10377"; said line assumed to bear N89°52'48"E, a distance of 2,333.85 feet measured.

**DICATION:**

shows party in interest has caused said tract to be platted into Lots, Blocks, Streets and Easements as shown on the plat, which is drawn to fixed scales as indicated thereon, and accordingly sets forth the names and dimensions of said Lots, Blocks, Streets and Easements as shall be known as "PEACEFUL RIDGE AT FOUNTAIN VALLEY" in El Paso County, Colorado. All streets as platted are hereby dedicated to public use and the donor hereby personally covenants and agrees that all platted streets shall be graded, paved and that proper drainage for same will be made at his own expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado, and upon acceptance by said Board, all streets so dedicated will become matters of maintenance by El Paso County, Colorado.

**REMENTS:**

has shown greater in width, both sides of all side lot lines will be Platted five (5) foot easements for drainage purposes and public utilities only, both sides of all rear lot lines will be platted with a ten (10) foot easement for drainage purposes and public utilities only, and all lot lines along a street which has a fifty (50) foot right-of-way width will be platted with a fifteen (15) foot easement, being a five (5) foot easement to that fifty (50) foot right-of-way for public improvements and ten (10) foot easement adjacent to the five (5) foot easement for its purposes, with sole responsibility for maintenance being vested with the adjoining property owners.

**WITNESS WHEREOF:**

I, the undersigned, Fountain Valley Investment, has executed these presents this 14th day of November, 2024 A.D.

*Mark Watson*  
Mark Watson (Manager)



**PARIAL:**

STATE OF COLORADO )  
COUNTY OF EL PASO ) SS

I, foregoing instrument was acknowledged before me this 14th day of November, 2024 A.D., by J. Mark Watson, Manager of Fountain Valley Investment.

In presence of my Hand and Seal: *Mark Watson*  
Commission Expires: 4-11-26 Address: 2430 W. 13th Ave.

**PROVALS:**

The accompanying plat was approved by the El Paso County Development Services on this 6th day of July, 2024 A.D.

The accompanying plat was approved by the Board of County Commissioners on this 6th day of July, 2024 A.D.

*Mark Watson*  
Mark Watson, County Commissioners

**NOTES:**

- These tracts of land are subject to the following items per UNIFIED TITLE COMPANY Order No. 55712.
  - Reservations contained in Patent(s) recorded in Book 54 at Page 87 as follows: Subject to the right of the proprietor of a win or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.
  - Right-of-Way for lateral ditches as reserved by the League Land Company in deed recorded May 19, 1920 in Book 627 at Page 109, the exact location of which cannot be determined.
  - Right-of-Way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 1938 at Page 546.
  - Right-of-Way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 3688 at Page 492.
  - Right-of-Way and utility easement granted to Colorado Center Metropolitan District in instrument recorded in Book 6613 at page 857 and in Book 6613 at Page 857.
- Water and sewer service is provided by Wideside Water and Sanitation District subject to the District's rules, regulations, and specifications.
- The El Paso County Development Services must be contacted prior to the establishment of any driveway.
- All structural foundations shall be located and designed by a Professional Engineer, currently registered in the State of Colorado.
- The following reports have been submitted and are on file at the County Development Services Department: Soils and Geological Study; Water Availability Study; Drainage Report; Wildfire Hazard Report; Natural Features Report; Erosion Control Report.
- No non-mode or non-man-made obstructions shall be allowed to penetrate the 40:1 approach surface of the Colorado Springs Municipal Airport.
- An airport lighting plans shall be approved by the Director of Aviation to prevent a hazard to aircraft.
- No electromagnetic, light, or any other physical emissions which might interfere with aircraft, aviation, communications or navigational aids shall be allowed.
- The Airport Advisory Commission suggests that residences constructed in this area should include FAA approved sound mitigation construction techniques to obtain at least a 25dB reduction in interior noise.
- All property owners are responsible for maintaining proper storm water drainage in and through their property.

- No lot, or interest therein, shall be sold, conveyed or transferred whether by deed or by contract, nor shall building permits be issued, until and unless the required public improvements have been constructed and completed in accordance with the subdivision improvements agreement between the applicant and El Paso County as recorded at Reception No. 202218563 in the office of the Clerk and Recorder of El Paso County, Colorado, or in the alternative, other collateral is provided which is sufficient in the judgment of the Board of County Commissioners, to make provision for the completion of said improvements.
- A 30 foot by 30 foot right triangle no-build area exists for all interior corner lots. A 50 foot by 50 foot right triangle no-build area exists at all intersections or lot corners with arterial roadways. No obstruction greater than eighteen (18) inches is allowed in this area.
- The addresses [ ] exhibited on this plat are for informational purposes only. They are not the legal descriptions on which this plat is subject to change.
- Direct lot access to Montehoff Road is prohibited.
- Ownership and Maintenance of Tracts A, B & C will be vested in The Peaceful Ridge at Fountain Valley Homeowner's Association.
- Mailboxes shall be installed in accordance with all El Paso County Department of Transportation and United States Postal Service regulations.
- A Private Detention Pond Maintenance Agreement is recorded under Reception No. 202218563 of the records of the El Paso County Clerk and Recorder.
- Tract A is hereby dedicated for utilities, drainage and Noise Barrier installation and maintenance. Ownership and maintenance of Tract A and the Noise Barrier are vested in the Peaceful Ridge at Fountain Valley Homeowner's Association. Tract A shall be reserved as a Roadway Reservation for the possible future expansion of Montehoff Road Right-of-Way. El Paso County will have the option to purchase Tract A from the Homeowners Association for zero (\$0.00) dollars if the expansion of Montehoff Road becomes necessary.
- Tract B is hereby dedicated for utilities, drainage, Noise Barrier and pedestrian access. Ownership and maintenance of Tract B, the Noise Barrier and pedestrian access are vested in the Peaceful Ridge at Fountain Valley Homeowner's Association.
- The ten (10) foot rear utility and drainage easement along lots 1 through 17, Block 2, adjacent to Tract A shall include ingress, egress, installation and maintenance of the Noise Barrier and when the Noise Barrier is constructed.
- An access easement along the South line of a tract of land recorded under Reception No. 202182041 for the construction, maintenance and ingress/egress of Peaceful Ridge Drive as recorded under Reception No. 202182041.
- A drainage easement along the South line of a tract of land recorded under Reception No. 202182041 for installation and maintenance of drainage facilities as recorded under Reception No. 202182041.

SCHOOL FEE - DISTRICT # 3 \$2,185.00  
PARK FEE: REGIONAL \$49,109.00  
NEIGHBORHOOD \$34,100.00  
DRAINAGE FEE: \$11,150.00  
BRIDGE FEE: \$5,015.00

**RECORDING:**  
STATE OF COLORADO )  
COUNTY OF EL PASO ) 65  
I hereby certify that this instrument was filed for record in my office at 1222 N. Vassar Ave., on the 13th day of July, 2024 A.D. and is duly recorded at Reception No. 202418563 in the records of El Paso County, Colorado.  
SURNAME: ROBERT C. BLANK, Recorder  
FILE: 24-08 By: *Robert C. Blank*

**SURVEYOR'S CERTIFICATION:**  
The undersigned Registered Land Surveyor in the State of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accuracy where the described tract of land, and subdivision thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, or amendments have been met to the best of his professional judgment.  
PRINCIPAL LAND SURVEYING CO., INC.  
John W. Tanner, Registered Professional Land Surveyor No. 22005

LINE	LENGTH	BEARING	CURVE	DATA	CHORD	BEARING	CHORD
A1	2003.07	N89°52'48"E		1846.75	1846.75	S04°33'40"W	605.28
A2	733.69	S04°33'40"W		1846.75	1846.75	S89°53'03"W	1846.75
A3	1846.75	S89°53'03"W		1346.95	1346.95	N00°05'29"E	1346.95
A4	1346.95	N00°05'29"E		0	0		0
A5	0			0	0		0
A6	0			0	0		0
A7	0			0	0		0
A8	0			0	0		0
A9	0			0	0		0
A10	0			0	0		0
A11	0			0	0		0
A12	0			0	0		0
A13	0			0	0		0
A14	0			0	0		0
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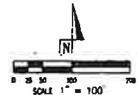
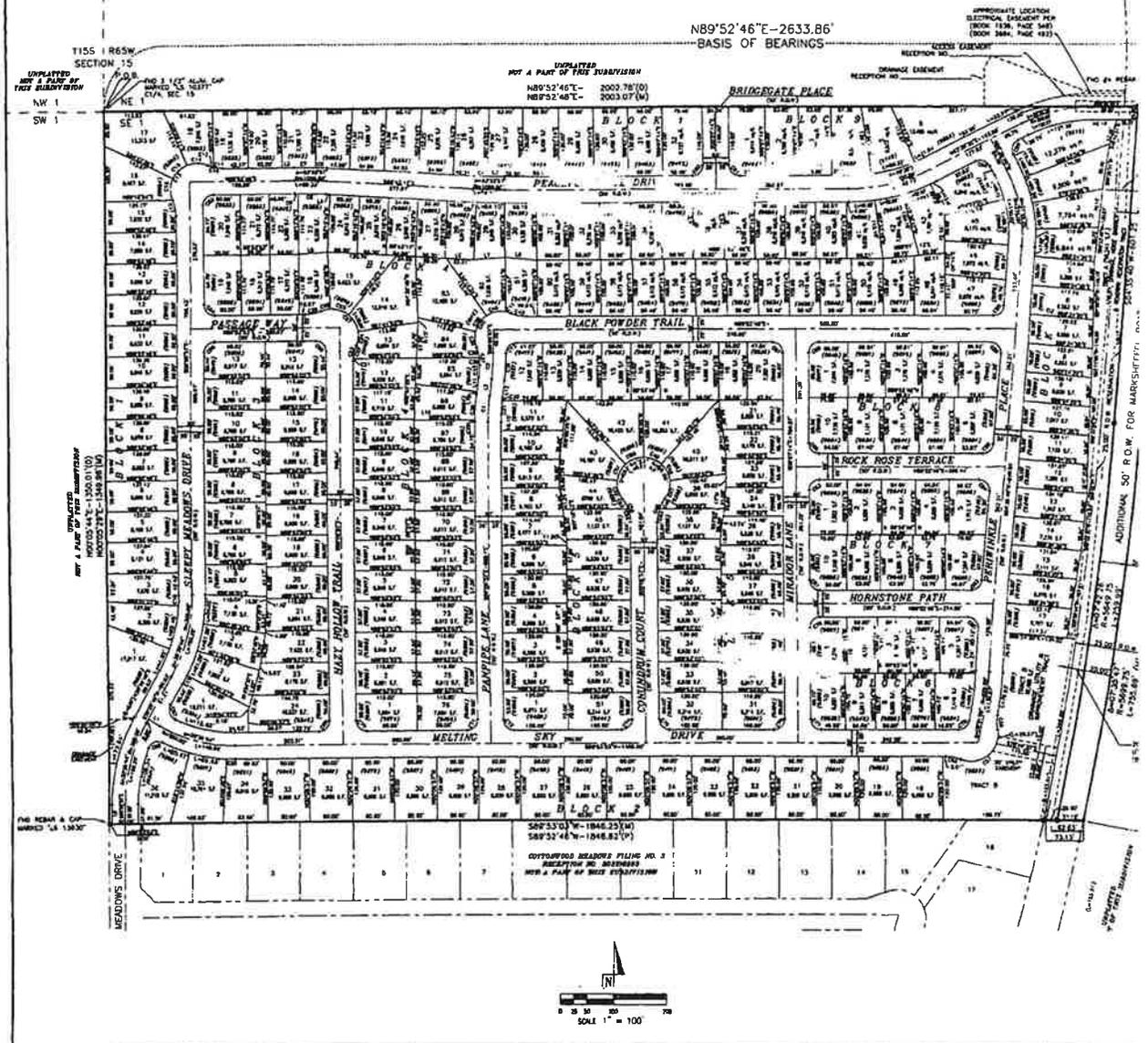
PRINCIPAL LAND SURVEYING COMPANY, INC.  
125 W. CUCHARRAS ST., C.S., CO 634-0751

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

TOTAL NUMBER OF LOTS: 350  
TOTAL NUMBER OF TRACTS: 9  
DRAWN BY: J. W. TANNER  
CHECKED BY: J. W. TANNER  
DATE: 10/11/24  
SHEET: 1 OF 1

# FINAL PLAT PEACEFUL RIDGE AT FOUNTAIN VALLEY SUBDIVISION

A portion of the Southeast One-Quarter (SE1/4) of Section 15, Township 15 South, Range 65 West of the 6th P.M.,  
County of El Paso, State of Colorado



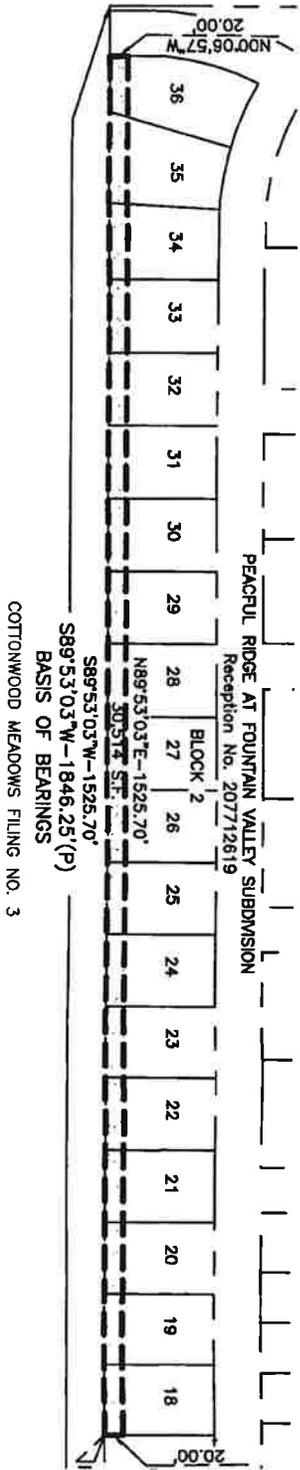
PINNACLE LAND SURVEYING COMPANY, INC.  
925 W. CUCHARRAS ST., C.S., CO 634-0751

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN

FINAL PLAT, PEACEFUL RIDGE  
DRAWN BY: MARY LEWIS  
CHECKED BY: MARY LEWIS  
JOB NO: 04007400

Exhibit B  
Legal Description and Depiction of the Easement Area (See Attached)

# EXHIBIT B



## EASEMENT DESCRIPTION

A twenty foot (20') drainage and no-build easement over and across the South twenty feet (20') of Lots 18 through 36, Block 2, Peaceful Ridge at Fountain Valley Subdivision as recorded under Reception No. 207712619 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 18; Thence S89°53'03"W along the South line of said Peaceful Ridge at Fountain Valley Subdivision, a distance of 1525.70 feet to the Southwest corner of said Lot 36; Thence N00°06'57"W along the West line of said Lot 16, a distance of 20.00 feet; Thence N89°53'03"E, a distance of 1525.70 feet to a point on the East line of said Lot 18; Thence S00°06'57"E along the East line of said Lot 18, a distance of 20.00 feet to the Point of Beginning.

Said easement contains 30,514 S.F. (0.700 acres) more or less.

*John W. Towner*

For and on Behalf of  
 Pinnacle Land Surveying Co., Inc.  
 John W. Towner  
 P.L.S. #25968

PIN  
 TITLE:  
 SCALE:  
 DATE: 08