



## MERIDIAN SERVICE METROPOLITAN DISTRICT

*Water, Wastewater, Parks and Recreation*

*11886 Stapleton Dr, Falcon, CO 80831*

*719-495-6567, Fax 719-495-3349*

September 30, 2020

Development Services Department  
2880 International Circle, Suite 110  
Colorado Springs, CO 80910-3127  
Attn: Craig Dossey

RE: Meridian Service Metropolitan District  
Well Sites #5, #7 & #8 – Laramie Fox Hills (154-BD), Arapahoe (155-BD), Denver (156-BD) and  
Dawson (157-BD) Wells  
Relevance to Guidelines & Regulations for Areas and Activities of State Interest

Dear Mr. Dossey:

Meridian Service Metropolitan District (MSMD, the District), is in the planning and design phases of Well Sites #5, #7 & #8 and watermain to connect the proposed wells to the water system. Well Site #5 is located on Tract F of Meridian Ranch Filing No. 11A. Well Sites #7 and #8 and their connection to the existing system are located in recorded easements within Falcon Regional Park. The wells located at the proposed sites will extract groundwater from the Denver Basins of the Laramie Fox Hills aquifer as appropriated with 154-BD, Arapahoe aquifer appropriated with 155-BD, Denver aquifer appropriated with 156-BD and Dawson aquifer appropriated with 157-BD. MSMD owns the rights to 755 ac-ft of Laramie Fox Hills, 942 ac-ft of Arapahoe, 1,171 ac-ft of Denver and 851.9 ac-ft of Dawson water under Meridian Ranch. All well permits have been obtained or are in process of being acquired. The final permits are expected to be issued by the State within 30 days.

The well sites and watermain are located in Falcon, CO. Well Site #5 is northeast of the intersection of Rainbow Bridge Drive and Mount Harvard Drive, north of Londonderry Drive. Well Site #5 is located on Tract F of Meridian Ranch Filing No. 11A, owned and maintained by MSMD and its designated uses include utility placement. Well Sites #7 and #8 are in recorded easements within the east side of Falcon Regional Park, west of and adjacent to Eastonville Road. The watermain is to be located within an existing 60' utility easement adjacent to the west right-of-way line of Eastonville Road. No additional easements will be necessary for this project.

Each well site includes the potential for up to three wells, 4" ductile iron pipe connecting to a below ground well vault, an electric building, and the appropriately sized watermain to connect to the existing system. The watermain will be 10" or smaller along the northern boundary of Meridian Ranch and 6" or smaller pipe size along Eastonville Road. A site plan exhibit is enclosed with this letter.

The project appears to be exempt in that it is to be located on land designated as well sites and located within existing recorded easements or within a tract set aside as open space with provisions for utility usage. The well sites have been identified on the approved Sketch Plan for Meridian Ranch since 2011. The location of well site 5 on Tract F of Meridian Ranch Filing 11A final plat owned and maintained by the District and permits utilities among other uses recorded in 2014. Well site #7 and #8 easements and



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the utility easement for the pipeline were identified and recorded in 2014. This seems to fit into the exemption outlined under allowed exemptions found in Section 1.105 paragraphs 3, 4, and 5.

Under Article 1 General Provisions of Chapter 4, 'Site Selection and Construction of Major New Domestic Water and Sewage Treatment Systems and Major Extensions of Existing Domestic Water and Sewage Treatment Systems,' this project does not fall within the Regulations for Areas and Activities of State Interest. More specifically, Section 4.101 Designation of Activities of State Interest, subsection 1 relates to a new water supply system, new water treatment plants or extensions of those systems or plants that include water storage and line extensions; none of which apply in this case. Subsection 2 relates to the same as subsection 1 except for commercial and/or industrial use; again, does not apply in this case. Subsection 3 does not apply as the proposed project is a well and not a sewer system as this subsection applies. Subsection 4 does not apply, as this project is maintenance and capacity related to an extension of existing mains and not tied to any subdivision development.

With respect to Water Supply Systems, the proposed wells do not add new water to the system other than what is already appropriated to MSMD. The water to be extracted is from water rights already owned and extracted by the District for use by the community. The water treatment plant does not require increased capacity as a result of the wells being drilled.

After researching El Paso County's "Guidelines and Regulations for Areas and Activities of State Interest (the Regulations)," we are submitting the following information related to Section 1.105 Exemptions to demonstrate that the project does not apply to the Regulations. Below are excerpts from the Regulations followed by rationale and information related to this project:

### Section 1.105 – Exemptions

1. The specific development or activity is authorized by a valid building Permit issued by the Pikes Peak Regional Building Department on behalf of the County.

**The proposed activity is not applicable to line item number 1.**

2. The specific development or activity was directly approved by the electorate of the State or of the County; provided that approval by the electorate of any bond issue shall not, in and of itself be construed to be an approval of the specific development or activity.

**The existing activity of water distribution was approved by El Paso County and the Colorado Department of Public Health and Environment (CDPHE). The proposed activity is not a change to the process. Also, the approved capacity and treatment location of the water will not change.**

3. The specific development or activity is to be on land which has been finally approved, with or without conditions, for planned unit development or for a use other than a subdivision substantially the same as a planned unit development, and a Site Development Plan has been approved by El Paso County prior to the effective date of these Regulations for the development or activity which would otherwise be subject to these Regulations.



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**The proposed activity is to be located on land designated as a Well Site on the finally approved Sketch Plan for Meridian Ranch and easement documentation for Falcon Regional Park. Well Sites 5, 7, & 8 have been identified as such since 2011. Filing 11A final plat indicates Tract F is owned and maintained by the District and its approved uses include among others is for utility use. The easements over the Falcon Regional Park for the watermain and the two well sites were identified and recorded in 2014 as part of the property transfer for the regional park.**

4. The specific development or activity is to be on land which has been zoned by the County expressly and specifically for a use by right for the use contemplated by the development or activity and a Site Development Plan has been approved for the specific development or activity which would otherwise be subject to these regulations.

**Well Site #5 proposed activity is on land zoned by the County for its current use, which will remain unchanged. The Well Site #7 and #8 and the watermain are located within easements agreed to for these uses and recorded in El Paso County records with the property transfer to the county for Falcon Regional Park.**

5. These Regulations shall not apply to the division, subdivision or resubdivision of land, which complies with the Land Development Code, the El Paso County Engineering Criteria Manual and the City of Colorado Springs and the El Paso County Drainage Criteria Manual, as long as any exceedance of the thresholds in Section 6.105(3) are addressed in the land use approval process.

**The proposed activity is not a division, subdivision or resubdivision process.**

6. The day-to-day operations of an existing project or facility, or a minor change in the operation of an existing project or facility, including retrofitting or updating technology, so long as the change in operation does not constitute a material change and does not cause negative impacts different from that of the existing facility or project or otherwise exacerbate existing impacts. The determination of minor change, material change, and negative or exacerbating impacts shall be made by the Development Services Department Director.

**There are no current “day-to-day” activities associated with the location, nor will there be any day-to-day operations of the well (as far as being visited daily by personnel).**

**There are no negative impacts from a well. Only a new water source to the system, and that source has been approved by the State Engineer’s Office and the location is shown on the approved sketch plan.**

7. These regulations shall not apply to any use or structure otherwise lawfully existing on the date the area or activity is designated or subjected to these Regulations which use becomes nonconforming as a result of the adoption of these Regulations, provided, when such a nonconforming use shall be discontinued for one year or more or a nonconforming structure is damaged or destroyed to the extent of at least fifty (50) percent of the County Assessor’s assessed value, any reuse, reconstruction, or replacement of such structure shall be deemed a new use and shall be subject to these Regulations. Additionally, expansion of a legal nonconforming use or structure shall require a Permit.



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**The proposed activity is not applicable to line item number 7.**

Attached is an exhibit depicting the locations of the proposed well sites, the well permits issued by CDPHE, Falcon Regional Park agreement and recorded easement documents.

If I can provide any additional information, or if you have any questions, please feel free to contact me.

Sincerely,

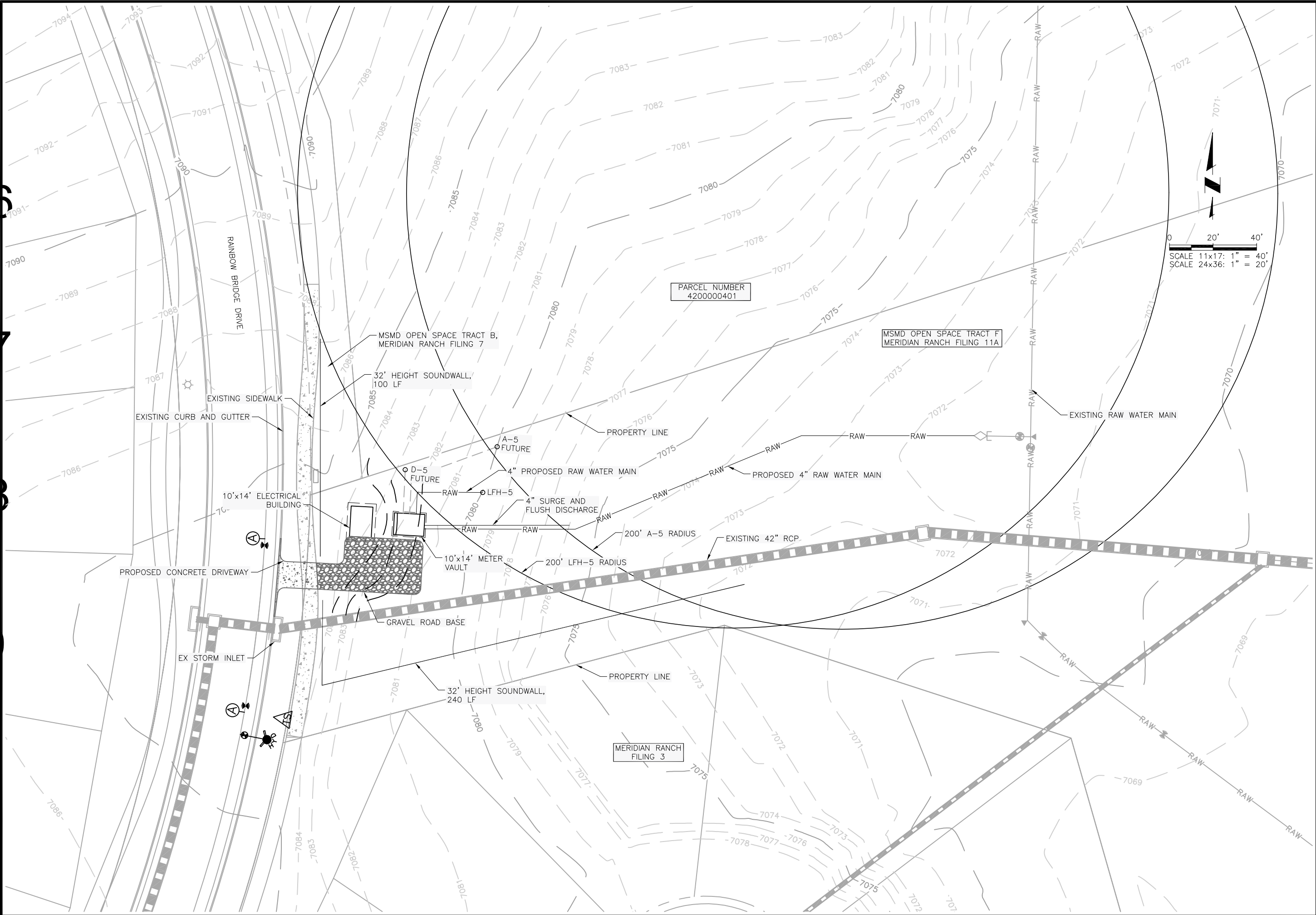
Thomas A Kerby, PE  
District Engineer  
Meridian Service Metropolitan District  
11886 Stapleton Drive  
Falcon, CO 80831  
719.495.7444



## SHEET ---- OF



J:\JDS-Hydro\Project Files\151 Meridian Service Metropolitan District\15148 Well Site 5-7-8\Drawings\Well Site 5\15148\_Site\_Improvements.dwg 2020/09/28 11:33 AM By: Shelby Gattin



**JDS-HYDRO**  
CONSULTANTS, INC.  
5540 TECH CENTER DR., SUITE 100  
COLORADO SPRINGS, COLORADO 80919  
(719) 227-0072

**PRELIMINARY**

Project No.: 151.48  
Date: 09/25/20  
Design: MTV  
Drawn: ACH/SKG  
Check:

SHEET ---- OF

**REVISIONS**

NO.	DESCRIPTION	BY	APP.	DATE
1				
2				
3				
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7				

**MERIDIAN SERVICE METROPOLITAN DISTRICT**

**WELL SITES 5/7/8**

**WELL SITE 5 SITE EXHIBIT**

Engineering plan view of a proposed water main installation. The plan shows a proposed 8-inch raw water main running along Eastonville Road, with a 200-foot permit radius indicated. Key features include existing well site easements #214086535 and #214086530, a future Denver or Dawson well, LFH-7 84558-F and A-7 (future) 84556-F, a 10'x14' vault, a 10'x14' electric building, and existing gravel. The plan also shows existing R.O.W. and R.C.W. lines, and a north arrow with a scale of 1 inch = 1000 feet.



DISCLAIMER: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO JDS-HYDRO CONSULTANTS, INC. JDS-HYDRO ASSUMES NO LIABILITY FOR UNAUTHORIZED CHANGES AND/OR REVISIONS MADE TO PLANS.

## WELL SITES 5/7/8

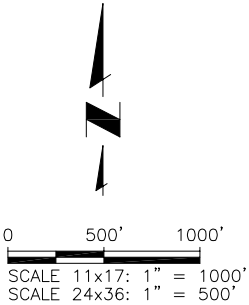
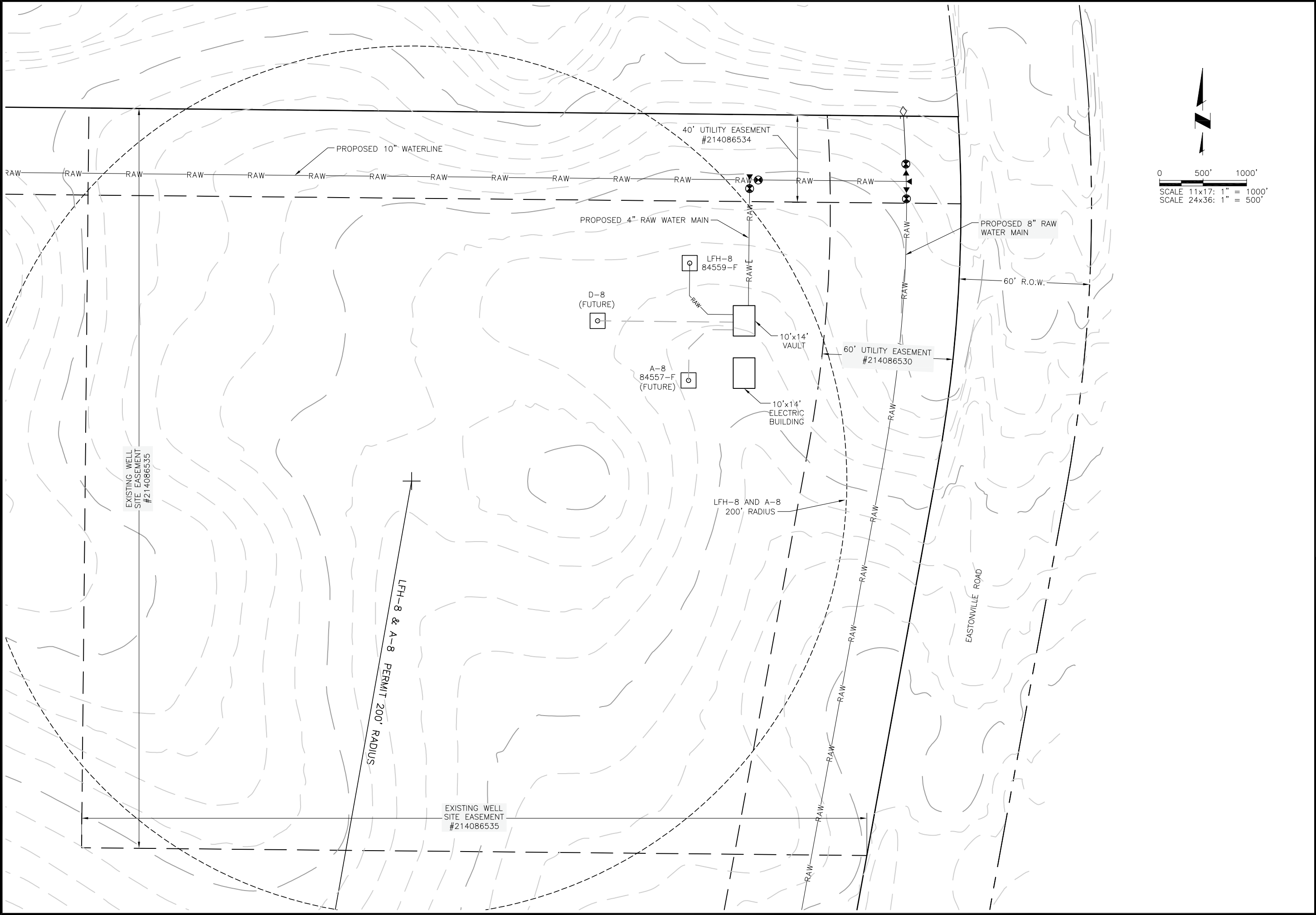
WELL SITE 7 SITE EXHIBIT

REVISIONS				
NO.	DESCRIPTION	BY	APP.	DATE
1				
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Project No.: 151.48
Date: 09/25/20
Design: MTV
Drawn: ACH/SKG
Check:

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Project No.: 151.48

Date: 09/25/20

Design: MTV

Drawn: ACH/SKG

Check:

REVISIONS

NO.	DESCRIPTION	BY	APP.	DATE
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PRELIMINARY

CONSULTANTS, INC.

5540 TECH CENTER DR. SUITE 100

COLORADO SPRINGS, COLORADO 80919

(719) 227-0072

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MERIDIAN SERVICE METROPOLITAN DISTRICT

WELL SITES 5/7/8

WELL SITE 8 SITE EXHIBIT

SHEET

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OF





**ORIGINAL PERMIT APPLICANT(S)**

MERIDIAN SERVICE METROPOLITAN DISTRICT

**APPROVED WELL LOCATION**

Water Division: 2      Water District: 10  
Designated Basin:      UPPER BLACK SQUIRREL CREEK  
Management District:      UPPER BLACK SQUIRREL  
County:      EL PASO  
Parcel Name:      N/A  
Physical Address:      N/A

NW 1/4 SW 1/4 Section 21 Township 12.0 S Range 64.0 W Sixth P.M.

**UTM COORDINATES (Meters, Zone: 13, NAD83)**

Easting: 537304.7      Northing: 4315546.7

**PERMIT TO CONSTRUCT A NEW WELL**

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

**CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-107(7) and the Findings and Order of the Colorado Ground Water Commission for Determination of Water Right No. 155-BD dated March 25, 2001, June 28, 2006 and October 23, 2014.
- 4) The pumping rate of this well shall not exceed 150 GPM.
- 5) The allowed average annual amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Arapahoe aquifer and operating pursuant to Determination of Water Right No. 155-BD may not exceed 942 acre-feet, subject to the conditions of Determination of Water Right No. 155-BD including but not limited to the allowed maximum annual amount of withdrawal.
- 6) The total amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Arapahoe aquifer and operating pursuant to Determination of Water Right No. 155-BD may not exceed a volume of 94,200 acre-feet, subject to the conditions of Determination of Water Right No. 155-BD.
- 7) The use of ground water from this well is limited to municipal, central water system for domestic, irrigation, livestock watering, commercial purposes and replacement supplies. The place of use shall be limited to the 2650 acre land area described in the Findings and Order dated March 26, 2001, 977.19 acre land area described in the Findings and Order dated June 28, 2006, and additionally Woodmen Hills and Paint Brush Hills Metropolitan District as described in the Findings and Order dated October 23, 2014.
- 8) Production from this well is restricted to the Arapahoe aquifer, which corresponds to the interval between 1280 feet and 1745 feet below the ground surface.
- 9) The owner shall mark the well in a conspicuous location with the well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 10) This well shall be constructed within 200 feet of the location specified on this permit. This well shall not be located within 600 feet of another large-capacity well completed in the Arapahoe aquifer.
- 11) The entire length of the hole shall be geophysically logged as required by Rule 9 of the Statewide Nontributary Ground Water Rules prior to installing casing.
- 12) A totalizing flow meter or Commission approved measuring device must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District and the Ground Water Commission upon request.
- 13) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

- 14) ADVANCE NOTICE REQUIRED - Pursuant to Construction Rule 6.2.2.1 (2 CCR 402-2), licensed or private drillers and pump installers must provide advanced notification (at least 24 hours) to the State Engineer prior to each of the following for this well: well construction, the initial installation of the pump, and initial installation of a cistern connected to the water well supply system. Any change in the anticipated date of construction/installation must be re-noticed (at least 24 hours prior to revised anticipated date). Information regarding the notification process and a link to the electronic notification form can be found on the the Division of Water Resource website.

NOTE: This well is withdrawing water from a non-renewable aquifer. While the withdrawals from this aquifer are administered based on a 100 year aquifer life, water level declines may prevent this well from diverting the permitted amounts for that 100 years.

NOTE: This well is located within the Upper Black Squirrel Creek Ground Water Management District where local District Rules apply which may further limit the withdrawal and use of designated ground water as authorized under this permit.

NOTE: This well will be completed in a Type 1 aquifer overlain by multiple confining layers and must be constructed with solid steel casing and grouted in accordance with Well Construction Rule 10.4.5.2 (2 CCR 402-2).



Issued By AILIS THYNE

Date Issued: 7/30/2020

Expiration Date: 7/30/2021





**ORIGINAL PERMIT APPLICANT(S)**

MERIDIAN SERVICE METROPOLITAN DISTRICT

**APPROVED WELL LOCATION**

Water Division: 2      Water District: 10  
Designated Basin:      UPPER BLACK SQUIRREL CREEK  
Management District:      UPPER BLACK SQUIRREL  
County:      EL PASO  
Parcel Name:      N/A  
Physical Address:      N/A

NE 1/4 NW 1/4 Section 21 Township 12.0 S Range 64.0 W Sixth P.M.

**UTM COORDINATES (Meters, Zone: 13, NAD83)**

Easting: 537768.4      Northing: 4316616.9

**PERMIT TO CONSTRUCT A NEW WELL**

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

**CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-107(7) and the Findings and Order of the Colorado Ground Water Commission for Determination of Water Right No. 155-BD dated March 25, 2001, June 28, 2006 and October 23, 2014.
- 4) The pumping rate of this well shall not exceed 150 GPM.
- 5) The allowed average annual amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Arapahoe aquifer and operating pursuant to Determination of Water Right No. 155-BD may not exceed 942 acre-feet, subject to the conditions of Determination of Water Right No. 155-BD including but not limited to the allowed maximum annual amount of withdrawal.
- 6) The total amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Arapahoe aquifer and operating pursuant to Determination of Water Right No. 155-BD may not exceed a volume of 94,200 acre-feet, subject to the conditions of Determination of Water Right No. 155-BD.
- 7) The use of ground water from this well is limited to municipal, central water system for domestic, irrigation, livestock watering, commercial purposes and replacement supplies. The place of use shall be limited to the 2650 acre land area described in the Findings and Order dated March 26, 2001, 977.19 acre land area described in the Findings and Order dated June 28, 2006, and additionally Woodmen Hills and Paint Brush Hills Metropolitan District as described in the Findings and Order dated October 23, 2014.
- 8) Production from this well is restricted to the Arapahoe aquifer, which corresponds to the interval between 1335 feet and 1815 feet below the ground surface.
- 9) The owner shall mark the well in a conspicuous location with the well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 10) This well shall be constructed within 200 feet of the location specified on this permit. This well shall not be located within 600 feet of another large-capacity well completed in the Arapahoe aquifer.
- 11) The entire length of the hole shall be geophysically logged as required by Rule 9 of the Statewide Nontributary Ground Water Rules prior to installing casing.
- 12) A totalizing flow meter or Commission approved measuring device must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District and the Ground Water Commission upon request.
- 13) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

- 14) ADVANCE NOTICE REQUIRED - Pursuant to Construction Rule 6.2.2.1 (2 CCR 402-2), licensed or private drillers and pump installers must provide advanced notification (at least 24 hours) to the State Engineer prior to each of the following for this well: well construction, the initial installation of the pump, and initial installation of a cistern connected to the water well supply system. Any change in the anticipated date of construction/installation must be re-noticed (at least 24 hours prior to revised anticipated date). Information regarding the notification process and a link to the electronic notification form can be found on the the Division of Water Resource website.

NOTE: This well is withdrawing water from a non-renewable aquifer. While the withdrawals from this aquifer are administered based on a 100 year aquifer life, water level declines may prevent this well from diverting the permitted amounts for that 100 years.

NOTE: This well is located within the Upper Black Squirrel Creek Ground Water Management District where local District Rules apply which may further limit the withdrawal and use of designated ground water as authorized under this permit.

NOTE: This well will be completed in a Type 1 aquifer overlain by multiple confining layers and must be constructed with solid steel casing and grouted in accordance with Well Construction Rule 10.4.5.2 (2 CCR 402-2).



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**ORIGINAL PERMIT APPLICANT(S)**

MERIDIAN SERVICE METROPOLITAN DISTRICT

**APPROVED WELL LOCATION**

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Management District:      UPPER BLACK SQUIRREL  
County:      EL PASO  
Parcel Name:      N/A  
Physical Address:      N/A

NW 1/4 SW 1/4 Section 21 Township 12.0 S Range 64.0 W Sixth P.M.

**UTM COORDINATES (Meters, Zone: 13, NAD83)**

Easting: 537312.8      Northing: 4315559.8

**PERMIT TO CONSTRUCT A NEW WELL**

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

**CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-107(7) and the Findings and Order of the Colorado Ground Water Commission for Determination of Water Right No. 154-BD dated March 25, 2001, June 28, 2006 and October 23, 2014.
- 4) The pumping rate of this well shall not exceed 150 GPM.
- 5) The allowed average annual amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Laramie-Fox Hills aquifer and operating pursuant to Determination of Water Right No. 154-BD may not exceed 755 acre-feet, subject to the conditions of Determination of Water Right No. 154-BD including but not limited to the allowed maximum annual amount of withdrawal.
- 6) The total amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Laramie-Fox Hills aquifer and operating pursuant to Determination of Water Right No. 154-BD may not exceed a volume of 75,500 acre-feet, subject to the conditions of Determination of Water Right No. 154-BD.
- 7) The use of ground water from this well is limited to municipal, central water system for domestic, irrigation, livestock watering, commercial purposes and replacement supplies. The place of use shall be limited to the 2650 acre land area described in the Findings and Order dated March 26, 2001, 977.19 acre land area described in the Findings and Order dated June 28, 2006, and additionally Woodmen Hills and Paint Brush Hills Metropolitan District as described in the Findings and Order dated October 23, 2014.
- 8) Production is limited to the Laramie-Fox Hills aquifer which is located approximately 2090 feet below ground surface and extends to a depth of approximately 2355 feet. In accordance with Rule 10.4.8 of the Water Well Construction Rules, plain steel casing must be installed and grouted from the top of the permitted production zone up to at least ten feet above the base of the surface casing, or to the depth required by Rule 10.5.2.1, if no surface casing is installed. (NOTE: If coals and/or carbonaceous shales are encountered in the borehole, plain casing and grout should be installed through these intervals to exclude poor quality water from entering the well.)
- 9) The owner shall mark the well in a conspicuous location with the well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 10) This well shall be constructed within 200 feet of the location specified on this permit. This well shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 11) The entire length of the hole shall be geophysically logged as required by Rule 9 of the Statewide Nontributary Ground Water Rules prior to installing casing.

- 12) A totalizing flow meter or Commission approved measuring device must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District and the Ground Water Commission upon request.
- 13) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
- 14) ADVANCE NOTICE REQUIRED - Pursuant to Construction Rule 6.2.2.1 (2 CCR 402-2), licensed or private drillers and pump installers must provide advanced notification (at least 24 hours) to the State Engineer prior to each of the following for this well: well construction, the initial installation of the pump, and initial installation of a cistern connected to the water well supply system. Any change in the anticipated date of construction/installation must be re-noticed (at least 24 hours prior to revised anticipated date). Information regarding the notification process and a link to the electronic notification form can be found on the the Division of Water Resource website.

NOTE: This well is withdrawing water from a non-renewable aquifer. While the withdrawals from this aquifer are administered based on a 100 year aquifer life, water level declines may prevent this well from diverting the permitted amounts for that 100 years.

NOTE: This well is located within the Upper Black Squirrel Creek Ground Water Management District where local District Rules apply which may further limit the withdrawal and use of designated ground water as authorized under this permit.



Issued By AILIS THYNE

Date Issued: 7/30/2020

Expiration Date: 7/30/2021





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MERIDIAN SERVICE METROPOLITAN DISTRICT

**APPROVED WELL LOCATION**

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Management District:      UPPER BLACK SQUIRREL  
County:      EL PASO  
Parcel Name:      N/A  
Physical Address:      N/A

NE 1/4 NW 1/4 Section 21 Township 12.0 S Range 64.0 W Sixth P.M.

**UTM COORDINATES (Meters, Zone: 13, NAD83)**

Easting: 537770.4      Northing: 4316632.1

**PERMIT TO CONSTRUCT A NEW WELL**

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

**CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-107(7) and the Findings and Order of the Colorado Ground Water Commission for Determination of Water Right No. 154-BD dated March 25, 2001, June 28, 2006 and October 23, 2014.
- 4) The pumping rate of this well shall not exceed 150 GPM.
- 5) The allowed average annual amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Laramie-Fox Hills aquifer and operating pursuant to Determination of Water Right No. 154-BD may not exceed 755 acre-feet, subject to the conditions of Determination of Water Right No. 154-BD including but not limited to the allowed maximum annual amount of withdrawal.
- 6) The total amount of groundwater that may be withdrawn by this well in combination with any other wells constructed in the Laramie-Fox Hills aquifer and operating pursuant to Determination of Water Right No. 154-BD may not exceed a volume of 75,500 acre-feet, subject to the conditions of Determination of Water Right No. 154-BD.
- 7) The use of ground water from this well is limited to municipal, central water system for domestic, irrigation, livestock watering, commercial purposes and replacement supplies. The place of use shall be limited to the 2650 acre land area described in the Findings and Order dated March 26, 2001, 977.19 acre land area described in the Findings and Order dated June 28, 2006, and additionally Woodmen Hills and Paint Brush Hills Metropolitan District as described in the Findings and Order dated October 23, 2014.
- 8) Production is limited to the Laramie-Fox Hills aquifer which is located approximately 2140 feet below ground surface and extends to a depth of approximately 2405 feet. In accordance with Rule 10.4.8 of the Water Well Construction Rules, plain steel casing must be installed and grouted from the top of the permitted production zone up to at least ten feet above the base of the surface casing, or to the depth required by Rule 10.5.2.1, if no surface casing is installed. (NOTE: If coals and/or carbonaceous shales are encountered in the borehole, plain casing and grout should be installed through these intervals to exclude poor quality water from entering the well.)
- 9) The owner shall mark the well in a conspicuous location with the well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 10) This well shall be constructed within 200 feet of the location specified on this permit. This well shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 11) The entire length of the hole shall be geophysically logged as required by Rule 9 of the Statewide Nontributary Ground Water Rules prior to installing casing.

- 12) A totalizing flow meter or Commission approved measuring device must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Upper Black Squirrel Creek Ground Water Management District and the Ground Water Commission upon request.
- 13) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
- 14) ADVANCE NOTICE REQUIRED - Pursuant to Construction Rule 6.2.2.1 (2 CCR 402-2), licensed or private drillers and pump installers must provide advanced notification (at least 24 hours) to the State Engineer prior to each of the following for this well: well construction, the initial installation of the pump, and initial installation of a cistern connected to the water well supply system. Any change in the anticipated date of construction/installation must be re-noticed (at least 24 hours prior to revised anticipated date). Information regarding the notification process and a link to the electronic notification form can be found on the the Division of Water Resource website.

NOTE: This well is withdrawing water from a non-renewable aquifer. While the withdrawals from this aquifer are administered based on a 100 year aquifer life, water level declines may prevent this well from diverting the permitted amounts for that 100 years.

NOTE: This well is located within the Upper Black Squirrel Creek Ground Water Management District where local District Rules apply which may further limit the withdrawal and use of designated ground water as authorized under this permit.



Issued By AILIS THYNE

Date Issued: 7/30/2020

Expiration Date: 7/30/2021



SEP 15 2014

DEVELOPMENT AND PARK LANDS AGREEMENT  
MERIDIAN RANCH

THIS DEVELOPMENT AND PARK LANDS AGREEMENT (the "Agreement") is made and entered into this 19<sup>th</sup> day of Aug., 2014, by El Paso County by and through the **BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO** ("County"), whose address is 200 S. Cascade, Colorado Springs, CO 80903, **GTL, INC., DBA GTL DEVELOPMENT, INC.** ("GTL"), a California corporation, whose address is 3575 Kenyon Street, Suite 200, San Diego, CA 92110, and **MERIDIAN SERVICE METROPOLITAN DISTRICT** ("MSMD"), whose address is in care of Community Resource Services of Colorado, LLC, 7995 E. Prentice Ave., Suite 103E, Greenwood Village, CO 80111. The County, GTL and MSMD may be referred to individually as a "Party," and/or collectively as the "Parties."

RECITALS

WHEREAS, GTL is the owner and/or developer of approximately 2,560 acres of real property located in El Paso County, Colorado, depicted on Exhibit A, attached hereto and incorporated herein by this reference, which property is commonly known as Meridian Ranch ("Meridian Ranch" or the "Property"); and

WHEREAS, MSMD is an established quasi-municipal corporation and political subdivision of the State of Colorado formed pursuant to Title 32, Colorado Revised Statutes and is a special district which furnishes various municipal services to Meridian Ranch; and

WHEREAS, the County has proposed and GTL has agreed to allow for an approximately 215-acre regional park within Meridian Ranch as described in Exhibit B and depicted in Exhibit C, both attached hereto and incorporated herein by this reference (the "Regional Park Property"); and

WHEREAS, for good and valuable consideration and pursuant to the terms and conditions of this Agreement, GTL desires to convey the Regional Park Property to the County and for the County to construct and maintain open space, trails and other park improvements on the Regional Park Property (the "Park Land Conveyance"); and

WHEREAS, for good and valuable consideration and pursuant to the terms and conditions of this Agreement, MSMD desires to make available to the County, but not dedicate to the County, certain water and wastewater services as set forth herein; and

WHEREAS, the Parties desire to set forth the terms and conditions of the Park Land Conveyance, including but not limited to the County's obligation to allow for easements for the location of roadways, utilities, and other improvements as depicted on Exhibit C and agreement to waive regional park fees that are or may be owed by GTL; and

WHEREAS, the Parties recognize that the Park Land Conveyance exceeds the statutory and local park land dedication requirements for Meridian Ranch.

## AGREEMENT

NOW THEREFORE, based on the Recitals stated above which are incorporated herein, the mutual covenants set forth herein and other good and valuable consideration, as set forth below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. No Assurance of County Approvals. GTL and MSMD understand and agree that by executing this Agreement, there is no assurance that the County will execute the same. GTL and MSMD, for themselves and for their successors and assigns, understand and agree that (i) this Agreement does not assure GTL or its successors and assigns that the County will approve future zoning applications and/or preliminary plans or final plats for Meridian Ranch, and (ii) no representations or promises are made or implied herein by the County, except for those rights that are specifically identified in this Agreement.

2. Controlling Regulations for Land Use Approvals. GTL and its successors and assigns agree that all land use approvals for subdivisions within Meridian Ranch shall be in accordance with the El Paso County Land Development Code, applicable County Master Plan(s), applicable development fees, applicable requirements for on-site and off-site public improvements, all in effect at the time review and approval is sought for the various filings within Meridian Ranch, with the exception that all regional park fees that would otherwise be assessed by the County during the review process shall be met with this Agreement as identified in Paragraph 12 herein. Notwithstanding the foregoing, the County and GTL agree that GTL may, as part of their normal subdivision submittal process, seek approval of certain yet unknown design deviations with each future new filing within Meridian Ranch, which will be addressed in the Preliminary Plan process.

3. Crossing at Rex Road and Open Space Trail Connections. If so requested by the County, GTL shall construct an at-grade trail crossing across Rex Road at its own expense. If the County requires a signal for such at-grade crossing, the County shall be responsible for the cost thereof and shall reimburse GTL for the full signal cost if GTL installs the signal. If the County requires an above or below grade trail crossing at Rex Road (the "Crossing"), neither GTL nor its successors or assigns will be required to pay for the cost of the Crossing. It will be the County's responsibility to construct and pay for the Crossing. If GTL constructs the Crossing at the County's request, the County agrees to reimburse GTL or its successors and assigns for all costs of design, engineering and construction of the Crossing. If GTL constructs the Crossing at the County's request and does so in compliance with all applicable County standards and specifications, and if the County preliminarily accepts (as defined below) the ownership and maintenance of such Crossing, the County shall not require GTL, or its successors or assigns, to modify the Crossing as a condition of final plat approvals on Meridian Ranch. As used in this Agreement, "Preliminary Acceptance," "Preliminarily Accepts" or similar capitalized terms shall mean that the Crossing will have been completed by GTL and accepted for ownership and maintenance by the County. If there is a dispute between County staff and GTL as to whether the Crossing is "completed," or whether additional public improvements are required, the Director of the Development Services Department or equivalent position shall make

the decision as an administrative determination, which determination may be appealed to the County pursuant to Section 2.2.1 (H) of the El Paso County Land Development Code.

As part of the Meridian Ranch Zoning and Conceptual Plan conditions, a minimum six foot (6') wide concrete pedestrian trail (the "Pedestrian Trail") and an equestrian/multi-use trail (the "Multi-Use Trail") are required to be installed along the northern and eastern boundaries of Meridian Ranch. The location of the Pedestrian Trail and the Multi-Use Trail are conceptually shown on Exhibit A. It will be GTL's responsibility to construct and pay for the Pedestrian Trail within the Regional Park Property pursuant to plans and specifications approved by the County. It will be the County's responsibility to construct and pay for the Multi-Use Trail within the Regional Park Property. If GTL constructs the Multi-Use Trail at the County's request, it will do so pursuant to plans and specifications approved by the County, and the County agrees to reimburse GTL, or its successors and assigns, for all costs of design, engineering and construction. The County shall be responsible to maintain and repair both the Pedestrian Trail located within the Regional Park Property and the Multi-Use Trail. The locations and timing of the installation of all or portions of the Pedestrian Trail and Multi-Use Trail will be mutually agreed to by both Parties.

4. Water and Sanitary Sewer Service. Section 8.5.2 (C)(2) of the El Paso County Land Development Code requires that "any land to be dedicated as a requirement of this section [Parks] shall include the real property together with all tributary and non-tributary water rights owned by the developer as a consequence of ownership of the dedicated property, water rights underlying the property, well rights, ditches and ditch rights appurtenant to the property, mineral rights and all improvements thereon." Due to existing State decrees, determinations, and appropriations to serve Meridian Ranch, the County acknowledges that neither GTL nor MSMD is able to dedicate water rights as described above. In lieu of this dedication requirement, the County, GTL and MSMD, for themselves and for their successors and assigns, hereby agree:

- a. MSMD shall provide potable and/or non-potable water and service in perpetuity for a combined amount not to exceed twenty-five (25) acre-feet annually and not to exceed five (5) acre-feet in any one month period to the County for use within the Regional Park Property. Should the County exceed the twenty-five (25) acre-feet annual cap, or the five (5) acre-feet monthly cap, then any excess water above the cap that MSMD may agree to supply to the County, in MSMD's sole discretion, shall be at the then applicable bulk rate charged by MSMD. "Annually" shall mean the period of January 1 – December 31. GTL shall install a potable water main line to a yet unknown location either within the Regional Park Property or on the western boundary of the Regional Park Property for the County's use (the "Potable Water Main"). The timing and location of the Potable Water Main will depend on the continued development process of Meridian Ranch and shall not occur until financially feasible, in GTL's sole discretion. MSMD shall own and maintain the Potable Water Main.
- b. MSMD shall make available to the County potable or non-potable water and service in perpetuity per all MSMD rules and regulations for up to one six-inch tap water service, or equivalent, for that water described in Paragraph 4(a) which is to be used

only for landscape irrigation purposes within the Regional Park Property (“Landscape Irrigation Water”). MSMD shall not charge the County tap fees for the use of the Landscape Irrigation Water; however, the County shall be responsible for the cost of connecting to the Potable Water Main and installing water pipelines, meters, irrigation systems, signage and other improvements (“Landscape Irrigation Water Improvements”) that are required to deliver the Landscape Irrigation Water to the Regional Park Property, and the County shall pay MSMD, and its successors and assigns, for water usage and all applicable fees on a monthly basis at the then current lowest rate charged by MSMD in Meridian Ranch for potable or non-potable water, according to the type of Landscape Irrigation Water delivered to the County in that month. The County shall install MSMD-approved water meters able to be digitally read by MSMD. MSMD shall read the water meters on a monthly basis and submit one invoice per meter to the County for payment. The County shall install all Landscape Irrigation Water Improvements in accordance with, or at a level exceeding, all then current State of Colorado, El Paso County, MSMD and all other applicable agency specifications and standards for non-potable landscape irrigation water usage. If and when MSMD makes non-potable water available for use to the Regional Park Property and notifies the County that non-potable water will be provided, then the County agrees at their sole cost and expense to disconnect from the Potable Water Main and connect to the non-potable water system and switch Landscape Irrigation Water usage from potable water to non-potable water. The County shall own and at its sole cost and expense be responsible for maintaining all Landscape Irrigation Water Improvements.

- c. At such time as non-potable water is delivered to the Landscape Irrigation Improvements, the County shall be solely in control of and responsible for the use and release of the same, and shall adhere to all applicable federal and state laws, rules and regulations concerning the use and release of non-potable water.
- d. Currently the Meridian Ranch Dawson Aquifer deep water well, Well DA-1 No. 60140-F (the “Dawson Well”), is located on the Regional Park Property as shown on **Exhibit C**. GTL shall lease the Dawson Well to the County for \$1 in perpetuity to be used by the County at the Regional Park Property for any use allowed under the well permit. GTL and the County will enter into a lease agreement for the use of Dawson Well within 90 days of conveyance of the Regional Park Property. The County shall follow all local, state and federal agency non-potable water rules and regulations. The County agrees to modify, maintain, and make all improvements to the Dawson Well necessary for beneficial use of the well. The County agrees to get all necessary approvals from all county, state and federal agencies to use the Dawson Well. The County agrees to meter the Dawson Well and provide MSMD monthly meter readings. The County shall be allowed to seek an amendment of the well permit if deemed necessary to accommodate the various water uses within the Regional Park Property. The quantity of water used from the Dawson Well shall not be credited against or reduce GTL or MSMD’s other obligations to provide water under this Agreement.

- d. MSMD shall make available to the County potable water and service in perpetuity per all MSMD rules and regulations for up to two two-inch water meter services or equivalent and up to two one-inch water meter services or equivalent for that water described in Paragraph 4(a) which is to be used only for in-building or restroom water at the Regional Park Property (“Restroom Water”). Until such time that the Potable Water Main is installed, MSMD and GTL shall work with the County to allow the County to tie-in to the closest water line available if so requested by the County. The County shall pay for all water meter services at the MSMD water tap charges applicable at the time of connection and, thereafter, the monthly usage fees for such Restroom Water as the same may be amended from time to time. The County shall pay for and install all potable water pipelines, meters and appurtenances within the Regional Park Property required to deliver Restroom Water (“Restroom Water Improvements”), which shall be separate from the Landscape Irrigation Water Improvements. All Restroom Water Improvements must meet or exceed all then current State of Colorado, El Paso County, MSMD and all other applicable agency specifications and standards. The County shall own and at its sole cost and expense be responsible for maintaining all Restroom Water Improvements.
- e. MSMD shall make available to the County four (4) sanitary sewer services (“Restroom Sewer”) for the Restroom Water in perpetuity per all MSMD rules and regulations. GTL shall install a sanitary sewer main line within one or more of the sewer easements in the Regional Park Property as depicted on Exhibit C (the “Sewer Main Line”). The timing and location of the Sewer Main Line will depend on the continued development of Meridian Ranch and shall not occur until financially feasible, as determined in the exercise of GTL’s sole discretion. Until such time that the Sewer Main Line is installed, MSMD and GTL shall work with the County to allow the County to tie-in to the closest sanitary sewer line available if so requested by the County. The County shall pay for all four (4) sanitary sewer services at the MSMD sanitary sewer tap charges applicable at the time of connection and, thereafter, the monthly usage fees for such Restroom Sewer as the same may be amended from time to time. The County shall pay for and install all sanitary sewer pipelines and appurtenances within the Regional Park Property that may be required to deliver the Restroom Sewer (“Restroom Sewer Improvements”) to the Sewer Main Line. All Restroom Sewer Improvements must meet or exceed all then current State of Colorado, El Paso County, MSMD, Cherokee Metropolitan District and all other applicable agency specifications and standards. The County shall own and at its sole cost and expense be responsible for maintaining the Restroom Sewer Improvements.
- f. Meridian Ranch currently does not allow any septic systems to treat wastewater. MSMD and GTL shall allow the County to install up to two engineered evaporative septic systems (“Septic Systems”) in the Regional Park Property. Each Septic System must meet or exceed all local, state and federal rules and regulations and be approved by all regulatory agencies. Each Septic System must treat at maximum one two-inch water meter water service. Each Septic System must be placed no closer than 400 feet from the western side of the Regional Park Property boundary and have all wastewater flow towards the Eastonville Drive boundary of the Regional Park

Property. In the event that a sanitary sewer main line is installed within 400 feet of either Septic System, the County shall, within six months, properly remove said Septic System and connect to the sanitary sewer main line, at the County's cost.

- g. If, at any time, the County fails to pay the monthly charges and/or tap fees as required by this Section 4, upon written notice from GTL or MSMD, or their successors or assigns, to the County of such default and the County's failure to pay all amounts due within thirty (30) days of receipt of such written notice, MSMD shall have available all rights and remedies that are otherwise available with respect to other customers of MSMD, including but not limited to the imposition of late fees, suspension of service and termination of service. Notwithstanding the provisions of this Section 4(g), the County shall be subject to all MSMD rules and regulations including, but not limited to, water conservation and any and all then current water restrictions and penalties. In the event there is conflict between the MSMD rules and regulations and this Section 4(g), this Section 4(g) shall control.
- h. Prior to the construction, additions to or replacements of the Potable Water Main, the Landscape Irrigation Water Improvements, the Sewer Main Line, the Restroom Water Improvements, or the Restroom Sewer Improvements, the Party responsible for their construction shall have submitted to and obtained prior written approval from MSMD of "preliminary" drawings of the proposed improvements, such drawings to contain such detail and information of the improvements and their construction and installation as the MSMD may require. The Party in question shall pay or cause to be paid all costs of the improvements, including all MSMD plan review and inspection charges, when they are due, so that no lien or claim can or will be made against MSMD. Subsequent to construction or installation the responsible Party shall submit to MSMD "as built" drawings containing such details and information as MSMD may require, together with a certificate from an engineer or surveyor acceptable to MSMD indicating that the improvements were constructed or installed as shown on the preliminary plans. If they do not comply, MSMD may require the responsible Party, at their sole cost and expense, to make such changes, repairs and corrections, including removal and reconstruction or reinstallation of the improvements as MSMD, in the exercise of its sole discretion, may determine are necessary.
- i. All Parties to this Agreement recognize that MSMD's water supply is dependent upon natural water resources that are variable in quantity of supply from year to year. MSMD shall not be liable for failure to accurately anticipate availability of the water supply or for an actual failure of the water supply due to inadequate run-off or other occurrence beyond the reasonable control of MSMD. In times of such shortage or failure, delivery of water pursuant to this Agreement may be curtailed in a manner to be determined by MSMD.
- j. All water furnished by MSMD under this Agreement is for the use of the County within the Regional Park Property for purposes for which MSMD's water rights have been decreed. The Parties acknowledge and agree that the Landscape Irrigation Improvements include a system for irrigation within the Regional Park Property and



to that extent the County shall have the right to make one succession of uses of such water; provided that upon completion of these uses, all dominion over the water furnished hereunder shall revert completely to MSMD. Except as herein specifically provided, all property rights to the water to be furnished hereunder by MSMD are reserved in MSMD; provided that the County is not obligated to create any particular volume of return flow.

5. Dedication of Park Lands/County Transfer. Within 30 days of mutual execution of this Agreement, GTL shall convey the Regional Park Property to the County by Special Warranty Deed, reserving unto GTL all mineral rights and unto MSMD all water rights underlying the Regional Park Property with a covenant requiring mutual consent of GTL and the County for any surface use related to any mineral rights underlying the Regional Park Property. The County contemporaneously shall grant to GTL, MSMD and any other entities identified on Exhibit C their respective easements shown on Exhibit C as further defined by the terms and conditions contained in Exhibit D. The Special Warranty Deed and all easements shall be recorded with the El Paso County Clerk and Recorder's office.

6. Park Design, Trails and Other Facilities. The County desires to develop a Master Plan for the Regional Park Property, including the Pedestrian Trail and the Multi-Use Trail, in accordance with its standard policies and procedures. GTL agrees to pay 50%, up to a maximum of \$20,000, of the cost of developing such Master Plan. GTL shall provide these funds to the County within thirty (30) days of the County entering into a contract for development of the Master Plan. Except as otherwise provided in this Agreement, the County shall at its sole cost and expense be responsible for construction of the park improvements as finally planned and approved by the County. GTL and MSMD will design other trail systems from Meridian Ranch to extend and connect to the trails within the Regional Park Property at GTL's expense and seek County approval thereof in accordance with the normal subdivision process.

7. Park Improvements. At such time that the County begins construction within the Regional Park Property, the following restrictions shall apply at all times within the Regional Park Property:

- a. The County shall not allow ground water to be brought to the surface by grading of soil, water pipelines, underdrain systems, storm drain systems, sanitary sewer system or any other form. The County shall not be allowed to capture and re-use any surface water runoff. The County may temporarily detain, treat and release surface water runoff as required by any and all State of Colorado and El Paso County agency requirements.
- b. Individual Sewage Disposal Systems (ISDS), commonly referred to as septic systems, shall be permitted only as described herein.
- c. The County shall design and construct all required storm water drainage in compliance with all applicable rules and regulations. GTL shall be responsible for storm water drainage for Meridian Ranch excepting therefrom the Regional Park Property.

- d. Prior to commencing any new construction activity within the Regional Park Property, the County shall provide all plans and documents to GTL and MSMD for review to ensure compliance with all applicable conditions and restrictions within the overall boundary of Meridian Ranch.
- e. GTL shall maintain its ownership of the mineral rights underlying the Regional Park Property. Use of the surface of the Regional Park Property for mineral exploration and/or development by GTL or its successors or assigns shall not be allowed unless expressly agreed to in writing by GTL and the County. The County, to the extent allowed by law, shall not allow any third-party owner of subsurface mineral interests to use or disturb the surface of the Regional Park Property for mineral exploration and/or development unless expressly agreed to in writing by GTL and the County.

8. Limitations of Use. The County agrees that the Regional Park Property, and any improvements thereon, shall be used only for park, open space, community facility and event purposes as identified in a future Master Plan and office uses related thereto. The Master Plan will be developed through a public process, endorsed by the Park Advisory and approved by the Board of County Commissioners. Nothing in this Agreement shall be construed to prohibit the County from leasing a portion of the Regional Park Property to the El Paso County Soil Conservation District if it so desires.

9. Easements. The Regional Park Property shall be subject to all the easements set forth in Exhibits C and D and granted pursuant to Paragraph 5 for future improvement, construction, repair, maintenance, ingress and egress of certain improvements by GTL and/or MSMD and their contractors, employees and affiliates. GTL and/or MSMD will provide proper certificates of insurance naming El Paso County, or the current Regional Park Property owner, as an additional insured for all work within the Regional Park Property. All improvements within the Regional Park Property shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

10. Duration. This Agreement shall remain in full force and effect in perpetuity unless terminated by the mutual agreement of the Parties, their successors or assigns, by a written instrument recorded in the records of El Paso County. Notwithstanding the foregoing, those provisions specifically identified herein to survive termination, either explicitly or implicitly by their perpetual nature, shall survive the termination of this Agreement.

11. Authority. The undersigned hereby acknowledge and represent that they have legal authority to bind their respective Party to this Agreement.

12. Waiver and Reimbursement of Regional Park Fees. The County acknowledges that the Regional Park Property will not be developed for uses other than those uses identified above and it acknowledges the significant value to the County of the dedication of the Regional Park Property and improvements thereon to the County. Therefore, no regional park fees will be imposed against GTL, or its successors and assigns, regarding any future plat recordings in Meridian Ranch. The County agrees to reimburse GTL for regional park fees paid for Meridian

Ranch Filing No. 3, \$36,356.00, Meridian Ranch Filing No. 7, \$34,584.00 and Meridian Ranch Estates Filing No. 2, \$8,646.00 in each of the respective Subdivision Improvement Agreements for each filing. The County shall reimburse GTL these regional park fees within 30 days of conveyance of the Regional Park Property to the County.

13. Release of GTL. The County agrees that upon the conveyance of the Regional Park Property from GTL to the County, GTL will be released from any further liability or obligation regarding the Regional Park Property except as set forth in this Agreement. Additionally, the obligations in this Agreement are covenants that run with the land and shall be binding upon the successor and assigns of GTL. Accordingly, upon the sale or transfer of Meridian Ranch, or any part thereof, GTL's successors and assigns shall be obligated to comply with the terms and conditions set forth in this Agreement, and GTL shall have no further obligations hereunder at such time as it no longer owns any property within Meridian Ranch.

14. Non-binding Effect on Individual Lot Owners and Meridian Ranch Design Review Councils or Homeowner Associations. The Parties agree that the provisions and obligations set forth in this Agreement are binding upon each of the Parties, but shall not be binding upon the individual purchasers of completed residential homes constructed within the Property or upon the Meridian Ranch Design Review Councils or Homeowner Associations.

15. Entire Agreement. This Agreement represents the complete integration of all understandings between the Parties, is the entire agreement between the Parties, and no additional or different oral representations, promises, or agreements shall be binding on any of the Parties hereto with respect to the subject matter of this Agreement, unless stated in writing and signed by all of the Parties.

16. Changes or Modifications. No modification, amendment, novation, change, or other alteration of this Agreement shall be valid unless mutually agreed to by the Parties in writing and executed as an addendum to this Agreement.

17. Severability. If any paragraph, section, subsection, clause or phrase of this Agreement is, for any reason, held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.

18. Waiver. The waiver of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.

19. No Third Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against the County, MSMD or GTL or for any breach or other failure to perform this Agreement.

20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, except as set forth in Paragraph 14.

21. Remedies. The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity. The Parties further agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, in the event of a breach of this Agreement, any Party may request a court of competent jurisdiction to enter a writ of mandamus to compel the breaching Party to perform under this Agreement, and any Party may seek from a court of competent jurisdiction temporary and/or permanent restraining orders, or orders for specific performance, to compel the other to perform in accordance with the obligations set forth in this Agreement.

22. Costs of Enforcement. Any costs, excluding attorney fees, incurred by the County in enforcing the terms of this Agreement against GTL or MSMD, or their successors and assigns, including, without limitation, court costs shall be borne by GTL or MSMD, or their successors and assigns. In any such action, each party shall be responsible for its own attorney fees regardless of which party prevails in said action.

23. Applicable Law. The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this Agreement, jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.

24. Execution. This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

25. Recording. This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

26. Notices. All notices or other communications to the Parties shall either be personally delivered or be sent by United States Mail, return receipt requested, postage prepaid, to the addresses set forth below or to any other address which the Parties may substitute in writing. Such notices shall be deemed received when personally delivered, or if mailed, notice shall be deemed received three (3) days after the date of mailing the same.

To the County:           Board of County Commissioners  
                                  200 S. Cascade  
                                  Colorado Springs, CO 80903

With Copies to:       Amy Folsom  
                                  El Paso County Attorney  
                                  County Attorney's Office  
                                  27 East Vermijo  
                                  Colorado Springs, CO 80903

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906

To GTL: GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110

With a copy to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste. 350  
Denver, CO 80206

To MSMD: Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203

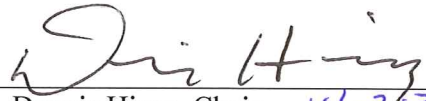
27. No Waiver of Governmental Immunity. The County, MSMD, and their directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 et seq. as the same may be amended.

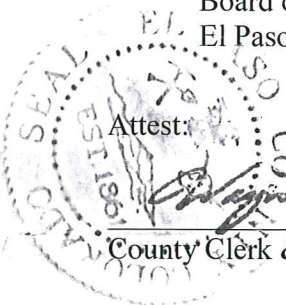
28. Appropriation. All financial obligations of MSMD and the County under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by MSMD and the County for the purposes of this Agreement.

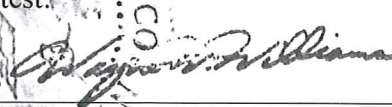
29. No Personal Liability. No elected official, director, officer, agent or employee of any Party shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By:   
Dennis Hisey, Chair 14-313A  
Board of County Commissioners  
El Paso County, Colorado



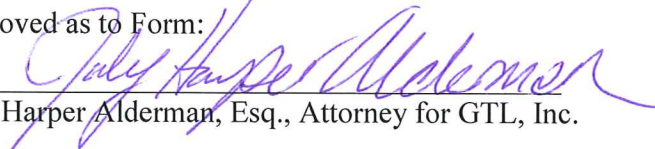
Attest:   
County Clerk & Recorder

Approved as to Form:

  
County Attorney's Office

GTL, INC, dba GTL Development Inc,  
a California corporation

By: \_\_\_\_\_  
Theodore Tchang, President

Approved as to Form:   
Jody Harper Alderman, Esq., Attorney for GTL, Inc.



By:

14-313A

Attest:

Approved as to Form:

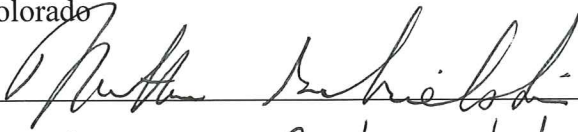
County Attorney's Office

By:

Theodore Tchang, President

Jody Harper Alderman, Esq., Attorney for GTL, Inc.

Meridian Service Metropolitan District,  
a quasi-municipal corporation and political subdivision of the  
State of Colorado

By: 

Name: Milton Gabrielski

Its: President

Attest: 

Approved as to Form:

Matthew Dalton, Esq., Attorney for MSMD

Meridian Service Metropolitan District,  
a quasi-municipal corporation and political subdivision of the  
State of Colorado

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

Name: \_\_\_\_\_

Its: President

Attest: \_\_\_\_\_

Approved as to Form:

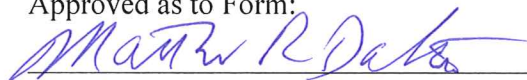
  
\_\_\_\_\_  
Matthew Dalton, Esq., Attorney for MSMD

Exhibit A

Meridian Ranch Zoning and Conceptual Plan



Landscape  
Architecture  
Urban Design

**NES**

N.E.S. Inc.  
508 South Tejon Street  
Colorado Springs, CO 80903  
Tel. 719.471.0073  
Fax 719.471.0267  
[www.nescolorado.com](http://www.nescolorado.com)

**MERIDIAN RANCH  
ZONING CONCEPT PLAN**

DATE: APRIL 2, 2011  
PROJECT MGR.: I. SUGRANT  
PREPARED BY: D. DOTENHOFER

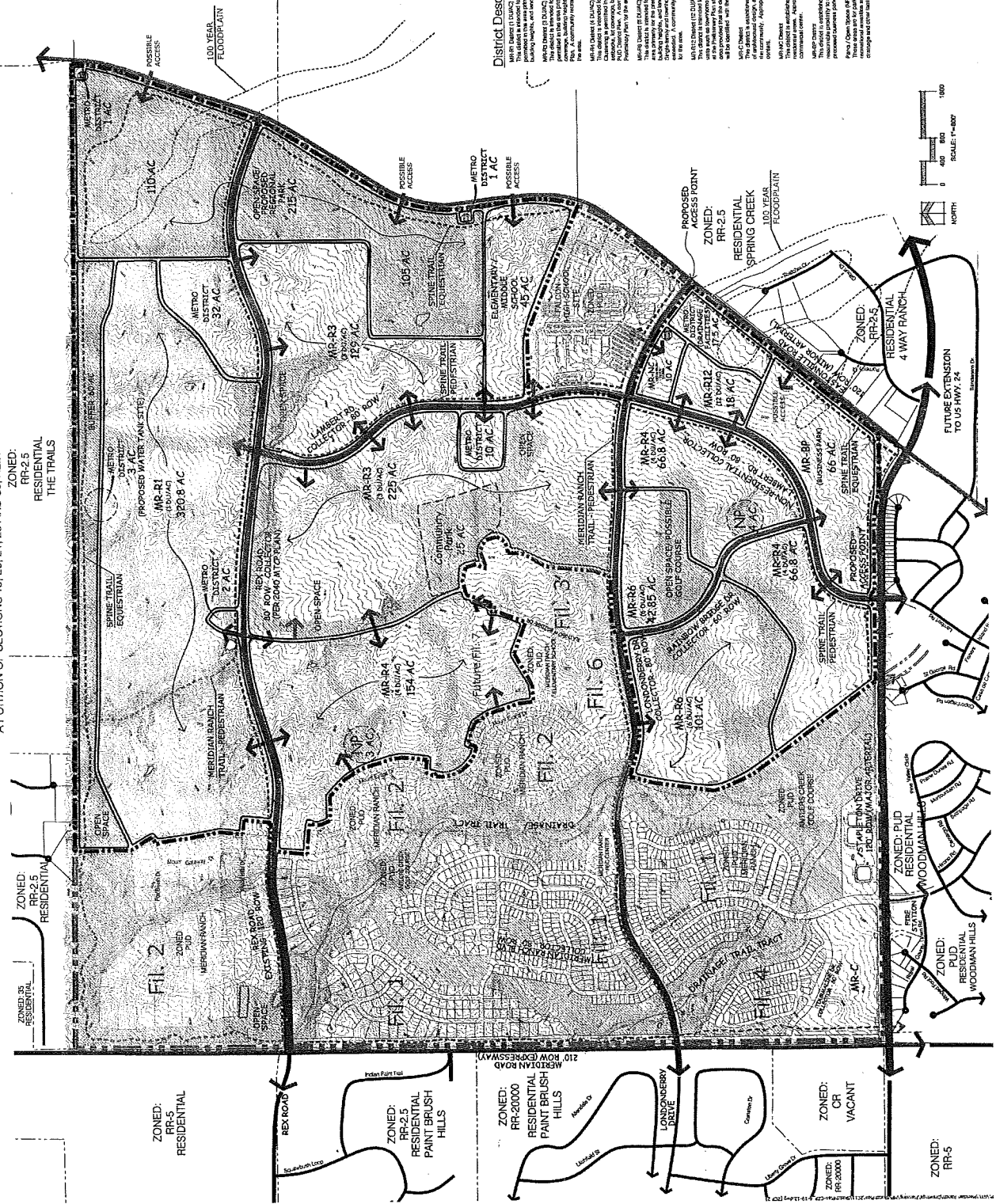
### District Descriptions

[illegible]

## Zoning Concept Plan

2

of **3**  
PUD-11-003



N.F.S. Inc.  
508 South Tejon Street  
Colorado Springs, CO 80903  
Tel. 719.471.0073  
Fax 719.471.0267  
[www.nfescolorado.com](http://www.nfescolorado.com)

ZONED:  
RR-5  
RESIDENTIAL

ZONED:  
RR-2.5  
RESIDENTIAL

ZONED:  
RR-2.5  
RESIDENTIAL  
THE TRAILS



**MERIDIAN RANCH  
ZONING CONCEPT PLAN**

DATE: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_  
APR 12, 2011  
T. GEORGE  
D. DISTENFELT

DATE	INT.	DESCRIPTION
10-13-11	DOC	Penicillamine #1
1-20-12	DOC	Penicillamine #2
3-30-12	DOC	Penicillamine #3
4-30-12	DOC	DOC Round Imp. Condition

### Adjacent Owners Map

3

02

PUD-11-003

PUD-11-003



Exhibit B

Legal Description of Regional Park Property

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21;

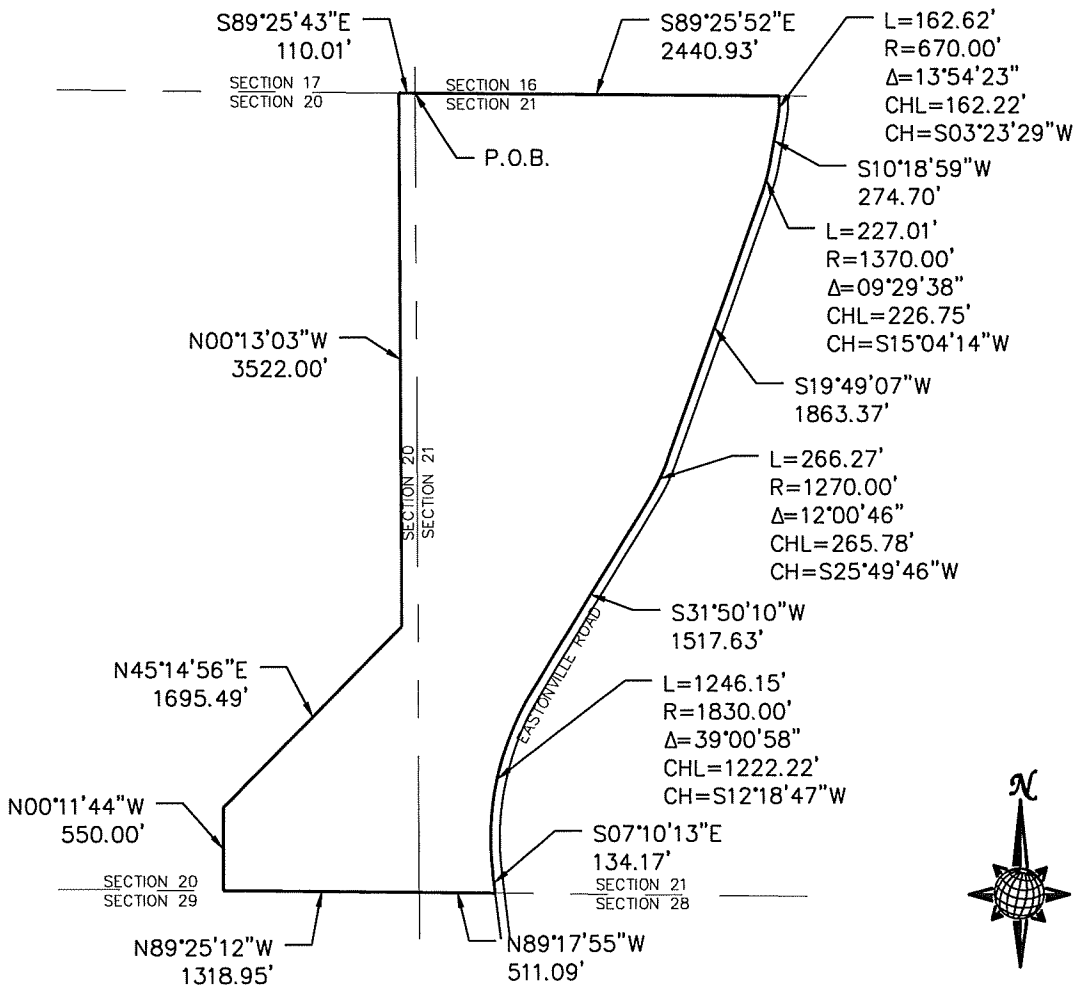
1. THENCE S89°25'52"E ON THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2440.93 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;

THE FOLLOWING EIGHT (8) COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 13°54'23", AN ARC LENGTH OF 162.62 FEET, WHOSE LONG CHORD BEARS S03°23'29"W A DISTANCE OF 162.22 FEET;
3. THENCE S10°18'59"W A DISTANCE OF 274.70 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
4. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1370.00 FEET, A DELTA ANGLE OF 09°29'38", AN ARC LENGTH OF 227.01 FEET, WHOSE LONG CHORD BEARS S15°04'14"W A DISTANCE OF 226.75 FEET;
5. THENCE S19°49'07"W A DISTANCE OF 1863.37 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
6. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1270.00 FEET, A DELTA ANGLE OF 12°00'46", AN ARC LENGTH OF 266.27 FEET, WHOSE LONG CHORD BEARS S25°49'46"W A DISTANCE OF 265.78 FEET;
7. THENCE S31°50'10"W A DISTANCE OF 1517.63 FEET TO A NON-TANGENT CURVE TO THE LEFT;
8. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1830.00 FEET, A DELTA ANGLE OF 39°00'58", AND ARC LENGTH OF 1246.15 FEET, WHOSE LONG CHORD BEARS S12°18'47"W A DISTANCE OF 1222.22 FEET;
9. THENCE S07°10'13"E A DISTANCE OF 133.17 FEET TO THE SOUTH LINE OF SAID SECTION 21;
10. THENCE N89°17'55"W ON SAID SOUTH LINE A DISTANCE OF 511.09 FEET TO THE SOUTHEAST CORNER OF SECTION 20;
11. THENCE N89°25'12"W ON THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1318.95' FEET TO THE SW CORNER OF THE SE ¼ OF THE SE ¼ OF SAID SECTION 20;
12. THENCE N00°11'44"W A DISTANCE OF 550.00 FEET ON THE WEST LINE OF THE SE ¼ OF THE SE ¼ OF SAID SECTION 20;
13. THENCE N45°14'56"E A DISTANCE OF 1695.49 FEET;
14. THENCE N00°13'03"W A DISTANCE OF 3522.00 FEET TO THE NORTH LINE OF SAID SECTION 20;
15. THENCE S89°25'43"E ON THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 110.01 FEET TO THE POINT OF BEGINNING;

THE ABOVE PARCEL OF LAND CONTAINS 222.43 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



B

SCALE: 1"=1000'
DATE: AUG 2014
DRAWN: LCG
CHECK: RG

**MERIDIAN RANCH**  
REGIONAL PARK  
EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.495.7444  
FAX: 719.495.3349

Exhibit C

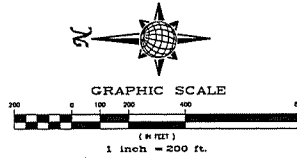
Drawing of Regional Park Property

# MERIDIAN RANCH REGIONAL PARK

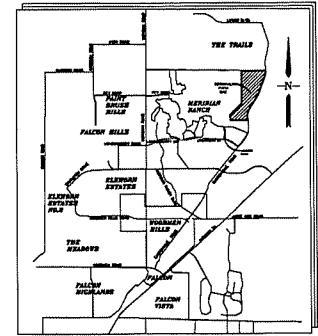
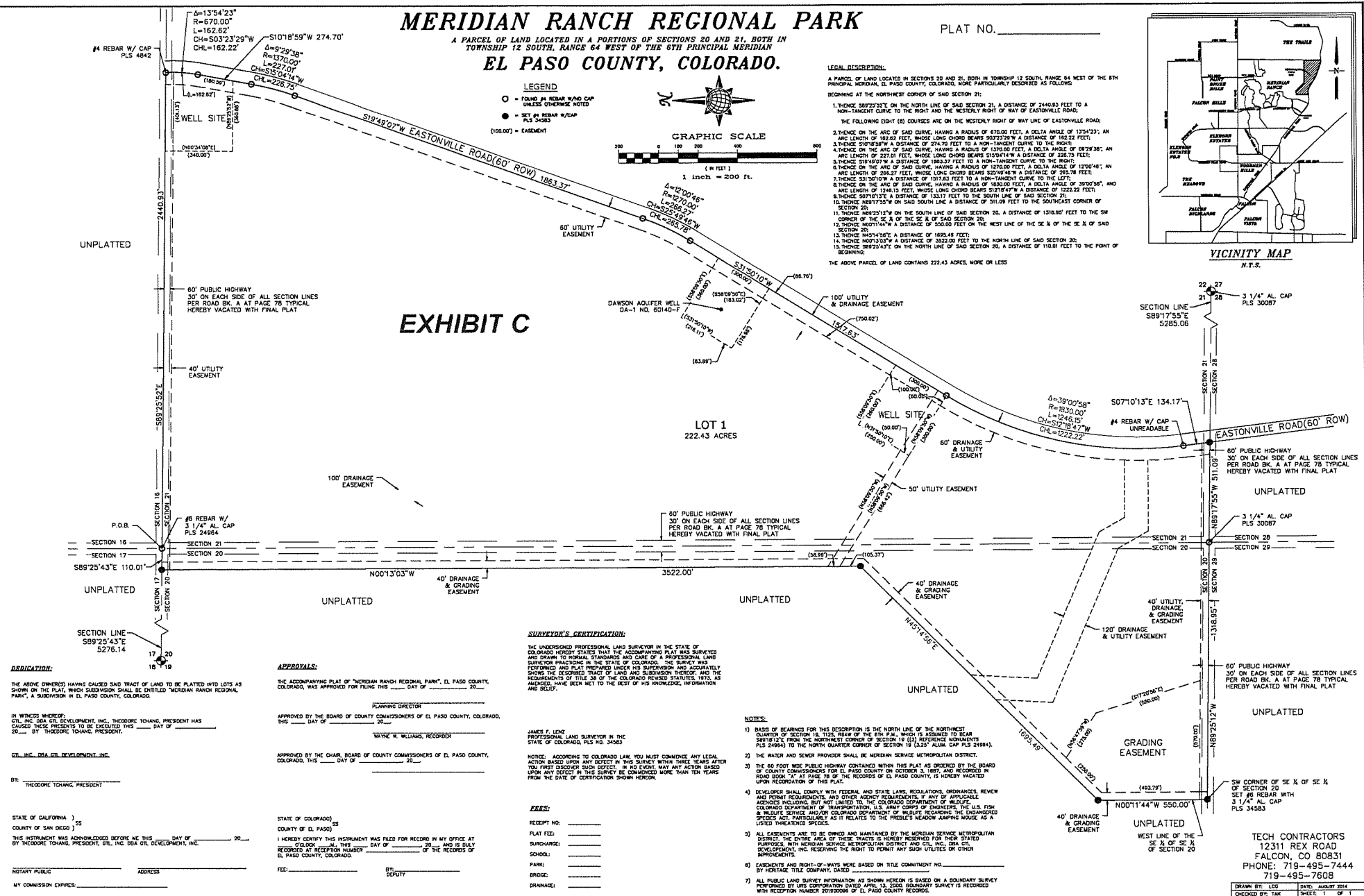
A PARCEL OF LAND LOCATED IN A PORTIONS OF SECTIONS 20 AND 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO.

PLAT NO. \_\_\_\_\_

**LEGEND**  
○ = FOUND #4 REBAR W/NO CAP  
UNLESS OTHERWISE NOTED  
● = SET IN REBAR W/CAP  
PLS 34583  
(100.00) = EASEMENT



## EXHIBIT C



**LEGAL DESCRIPTION:**  
A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21;  
1. THENCE S89°25'43"E ON THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2448.3 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;  
2. THENCE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;  
3. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 870.00 FEET, A DELTA ANGLE OF 173°42'31"; AN ARC LENGTH OF 182.82 FEET, WHOSE LONG CHORD BEARS S82°32'29"W A DISTANCE OF 182.32 FEET;  
4. THENCE S10°18'59"W A DISTANCE OF 274.70 FEET TO A NON-TANGENT CURVE TO THE RIGHT;  
5. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1370.00 FEET, A DELTA ANGLE OF 107°36'38"; AN ARC LENGTH OF 227.01 FEET, WHOSE LONG CHORD BEARS S15°04'14"W A DISTANCE OF 226.75 FEET;  
6. THENCE S19°40'07"W A DISTANCE OF 1863.37 FEET TO A NON-TANGENT CURVE TO THE RIGHT;  
7. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1270.00 FEET, A DELTA ANGLE OF 127°00'46"; AN ARC LENGTH OF 282.27 FEET, WHOSE LONG CHORD BEARS S12°40'48"W A DISTANCE OF 282.78 FEET;  
8. THENCE S31°30'10"W A DISTANCE OF 1317.62 FEET TO A NON-TANGENT CURVE TO THE LEFT;  
9. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1830.00 FEET, A DELTA ANGLE OF 39°00'38"; AN ARC LENGTH OF 1244.13 FEET, WHOSE LONG CHORD BEARS S27°04'17"W A DISTANCE OF 1223.23 FEET;  
10. THENCE S07°10'13"E A DISTANCE OF 1331.17 FEET TO THE SOUTH LINE OF SAID SECTION 21;  
11. THENCE N89°25'12"W ON SAID SOUTH LINE A DISTANCE OF 311.89 FEET TO THE SOUTHEAST CORNER OF SECTION 20;  
12. THENCE N89°25'12"W ON THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1318.82 FEET TO THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 20;  
13. THENCE S89°25'12"E A DISTANCE OF 1695.48 FEET;  
14. THENCE N03°13'03"W A DISTANCE OF 3022.00 FEET TO THE NORTH LINE OF SAID SECTION 20;  
15. THENCE N03°13'03"W ON THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 110.91 FEET TO THE POINT OF BEGINNING;  
THE ABOVE PARCEL OF LAND CONTAINS 222.43 ACRES, MORE OR LESS

**SURVEYOR'S CERTIFICATION:**  
THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO HEREBY CERTIFIES THAT THE ACCOMPANYING SURVEY WAS SURVEYED AND DRAWN TO NORMAL STANDARDS AND CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO. THE SURVEY WAS PERFORMED AND PLAT PREPARED UNDER HIS SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF.

JAMES F. LENZ  
PROFESSIONAL LAND SURVEYOR IN THE  
STATE OF COLORADO, PLS NO. 34583

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMISSION 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 COMMISSIONED MORE THAN TEN YEARS FROM THE DATE OF DISTRIBUTION SHOWN HEREON.

**FEES:**  
RECEIPT NO: \_\_\_\_\_  
PLAT FEE: \_\_\_\_\_  
SURCHARGE: \_\_\_\_\_  
SCHOOL: \_\_\_\_\_  
PARK: \_\_\_\_\_  
BRIDGE: \_\_\_\_\_  
DRAINAGE: \_\_\_\_\_

- NOTES:**
- 1) BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, T12S, R64W, WHICH IS ASSIGNED TO BEAR S89°25'43"E FROM THE NORTHWEST CORNER OF SECTION 18 (1/4) REFERENCE MONUMENTS PLS 24984 TO THE NORTH QUARTER CORNER OF SECTION 18 (1/4) ALUM. CAP PLS 24984.
  - 2) THE WATER AND SEWER PROVIDER SHALL BE MERIDIAN SERVICE METROPOLITAN DISTRICT.
  - 3) THE 80 FOOT WIDE PUBLIC HIGHWAY CONTAINED WITHIN THIS PLAT AS ORDERED BY THE BOARD OF COUNTY COMMISSIONERS FOR EL PASO COUNTY ON OCTOBER 1, 1989, AND RECORDED IN ROAD BOOK "A" AT PAGE 78 OF THE RECORDS OF EL PASO COUNTY, IS HEREBY VACATED UPON RECEPTION OF THIS PLAT.
  - 4) DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY OF APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF HIGHWAYS, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS, THE U.S. FISH & WILDLIFE SERVICE, AND/OR COLORADO DEPARTMENT OF MULTIPLE RESOURCES, THE COLORADO SPECIES ACT, PARTICULARLY AS IT RELATES TO THE PIEDRA'S MEADOW JUMPING MOUSE AS A LISTED THREATENED SPECIES.
  - 5) ALL EASEMENTS ARE TO BE OWNED AND MAINTAINED BY THE MERIDIAN SERVICE METROPOLITAN DISTRICT. THE ENTIRE AREA OF THESE TRACTS IS HEREBY RESERVED FOR THEIR STATED PURPOSES, WITH MERIDIAN SERVICE METROPOLITAN DISTRICT AND GIL, INC. OR ITS DEVELOPMENT, INC. RESERVING THE RIGHT TO PERMIT ANY SUCH UTILITIES OR OTHER IMPROVEMENTS.
  - 6) EASEMENTS AND RIGHT-OF-WAYS WERE BASED ON TITLE COMMITMENT NO. \_\_\_\_\_ BY MORTGAGE TITLE COMPANY, DATED \_\_\_\_\_.
  - 7) ALL PUBLIC LAND SURVEY INFORMATION AS SHOWN HEREON IS BASED ON A BOUNDARY SURVEY PERFORMED BY URS CORPORATION DATED APRIL 13, 2000. REVISION SURVEY IS RECORDED WITH RECEPTION NUMBER 2000000 OF EL PASO COUNTY RECORDS.

**DEDICATION:**  
THE ABOVE OWNER(S) HAVING CAUSED SAID TRACT OF LAND TO BE PLATED INTO LOTS AS SHOWN ON THE PLAT, WHICH SUBDIVISION SHALL BE ENTITLED "MERIDIAN RANCH REGIONAL PARK", A SUBDIVISION IN EL PASO COUNTY, COLORADO.

**IN WITNESS WHEREOF:**  
GIL, INC. ORA GIL DEVELOPMENT, INC., THEODORE TONGAN, PRESIDENT HAS CAUSED THESE PRESENTS TO BE RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THEODORE TONGAN, PRESIDENT.

**GIL, INC. ORA GIL DEVELOPMENT, INC.**

**BY:** THEODORE TONGAN, PRESIDENT

**STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )**

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THEODORE TONGAN, PRESIDENT, GIL, INC. ORA GIL DEVELOPMENT, INC.

**NOTARY PUBLIC** ADDRESS \_\_\_\_\_

**MY COMMISSION EXPIRES** \_\_\_\_\_

**APPROVALS:**  
THE ACCOMPANYING PLAT OF "MERIDIAN RANCH REGIONAL PARK", EL PASO COUNTY, COLORADO, WAS APPROVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PLANNING DIRECTOR \_\_\_\_\_  
WYNNE M. WILLIAMS, RECORDER

APPROVED BY THE CHAIR, BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

**STATE OF COLORADO )  
COUNTY OF EL PASO )**

I HEREBY CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'Clock \_\_\_\_\_ M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AND IS ONLY RECORDED AT RECEPTION NUMBER \_\_\_\_\_ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

**BY:** \_\_\_\_\_  
DEPUTY

**TECH CONTRACTORS**  
12311 REX ROAD  
FALCON, CO 80831  
PHONE: 719-495-7444  
719-495-7608

**DRAWN BY:** LCC **DATE:** AUGUST 2004  
**CHECKED BY:** TAK **SHEET:** 1 OF 1

**EASEMENT AGREEMENT**  
(40' Utility Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug., 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain water and electric utilities on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the various water and electric utilities on the Property.

Agreement

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.

2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of water and electric utilities and related facilities and appurtenances thereto (collectively, the "Improvements"). This Easement does not permit Grantees to install or construct any overhead Improvements.

3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

Courtesy HTC

SEP 15 2014

**EASEMENT AGREEMENT**  
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3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

County HTC



4. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

5. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

6. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

7. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

8. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

9. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.



10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

12. Subjacent and Lateral Support. Neither Grantor nor Grantees shall impair the lateral or subjacent support of the Property or the Improvements located on or in the Easement Area.

13. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Easement Area or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Easement Area or the Property.

14. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easement as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: the U.S. Army Corps of Engineers regarding wetlands impacts; the U.S. Fish and Wildlife Service regarding impacts to listed species including, but not limited to, Preble's Meadow Jumping Mouse; and the Regional Floodplain Administrator regarding floodplain issues. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

15. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

16. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Easement Area, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Easement Area, and that, during their respective periods of use of the Easement Area, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Easement Area under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

17. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Easement Area, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

18. Grantor Representation. One or more Grantor representatives may be present on the Easement Area during any of Grantees' activities under this Agreement.

19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

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

21. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

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

23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

24. No Third Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages, or to bring any legal action or other proceeding against any party for any breach or other failure to perform this Agreement.

25. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

26. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor

Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL:

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy to:

Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District:

Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111

With a copy to:


Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: [mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)



Made and entered into as of the date first set forth above.

**GRANTEES:**

MERIDAN SERVICE METROPOLITAN DISTRICT:

By:   
Name and Title Douglas E. Woods, Director

Attest: \_\_\_\_\_

CALIFORNIA  
STATE OF ~~COLORADO~~ )  
SAN DIEGO ) s.s.  
COUNTY OF ~~EL PASO~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2014, by Douglas E. Woods, as Director of the Meridian Service Metropolitan District.


Witness my hand and official seal.



Nancy C. Lane  
Notary Public

My Commission Expires: July 26, 2015

GTL, INC.,  
a California corporation

By:   
Theodore Tchang, President

CALIFORNIA  
STATE OF ~~COLORADO~~ )  
SAN DIEGO ) s.s.  
COUNTY OF ~~EL PASO~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.



Nancy C. Lane  
Notary Public

My Commission Expires: July 26, 2015

**GRANTOR:**

EL PASO COUNTY, COLORADO

By: *Dennis Hisey*  
Dennis Hisey, Chair *14-313H*  
Board of County Commissioners  
El Paso County, Colorado

ATTEST:

*Wayne W. Williams*  
County Clerk & Recorder

APPROVED AS TO FORM:

*Lori L. Seago*  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this *19<sup>th</sup>* day of *August*, 2014, by *Dennis Hisey*, as *Chair* of the Board of County Commissioners, and as attested to by *Wayne W. Williams*, County Clerk and Recorder.

Witness my hand and official seal.

*Mary A. Bartelson*  
Notary Public

My Commission Expires: *8/20/16 3/12/2016*



### LEGAL DESCRIPTION:

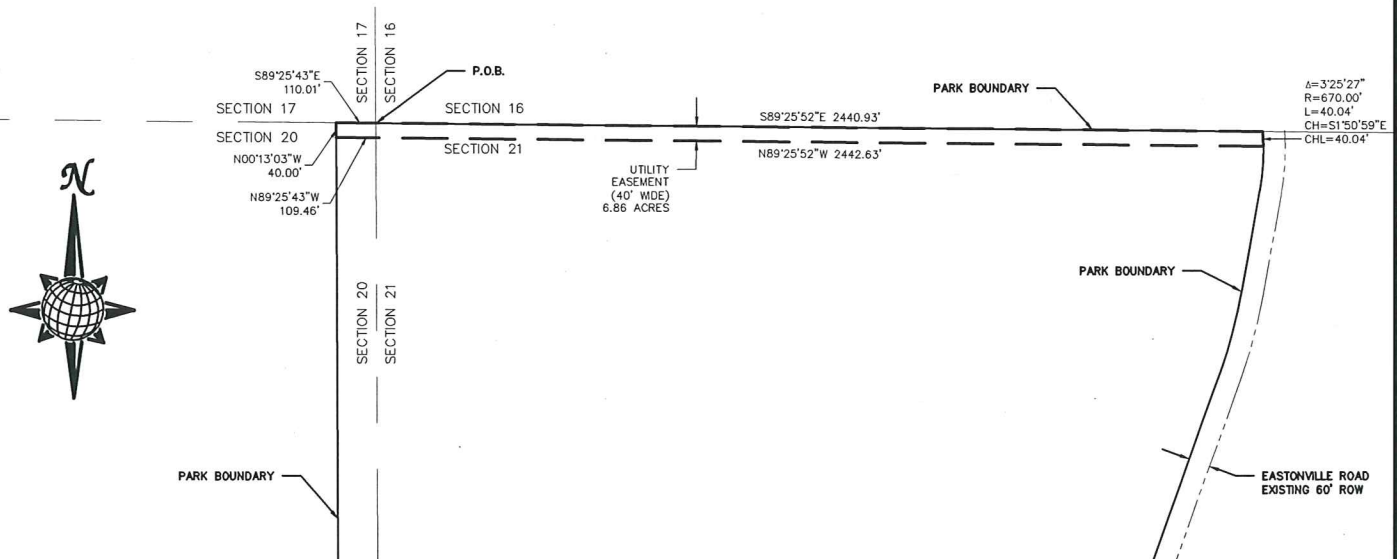
TWO PARCELS OF LAND LOCATED IN SECTIONS 20 & 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 6.86 ACRE PERMANENT UTILITY EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21;

1. THENCE S89°25'52"E ON THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2440.93 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;
2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 03°54'23", AN ARC LENGTH OF 40.04 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD, WHOSE LONG CHORD BEARS S01°50'59"E A DISTANCE OF 40.04 FEET;
3. THENCE N89°25'52"W A DISTANCE OF 2382.62 FEET;
4. THENCE N89°25'43"W A DISTANCE OF 109.46 FEET TO THE WESTERN BOUNDARY OF MERIDIAN RANCH REGIONAL PARK;
5. THENCE N00°13'03"W ON SAID LINE A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID SECTION 20;
6. THENCE S89°25'43"E ON SAID LINE A DISTANCE OF 110.01 FEET TO THE POINT OF BEGINNING;

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).



1

SCALE: 1"=500'  
DATE: JUNE 2014  
DRAWN: LCG  
CHECK: RG

## MERIDIAN RANCH REGIONAL PARK

40' UTILITY EASEMENT  
EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.495.7444  
FAX: 719.495.2457



**EASEMENT AGREEMENT**  
(60' Utility Easement)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

Recitals

WHEREAS, the Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain water, sanitary sewer and electric utilities on the Property; and

WHEREAS, Grantor desires to convey an easement to Grantees for installation, construction, operation, maintenance and repair of the various water, sanitary sewer and electric utilities on the Property.

Agreement

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easement; Description of the Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement ("Easement") in, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated by reference (the "Easement Area"), for the installation, construction and ongoing inspection, operation, maintenance, and repair of water, sanitary sewer and electric utilities and related facilities and appurtenances thereto (collectively, the "Improvements"). This Easement does not permit Grantees to install or construct any Improvements overhead.
3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

Courtesy HTC

# EASEMENT AGREEMENT (60' Utility Easement)

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## Recitals

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3. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Easement Area shall remain the property of Grantees.

*Courtesy* **HTC**



4. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Easement Area, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

5. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s), and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

6. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

7. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 4 or 5 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

8. Grantor's Use of the Premises. Grantor retains the right to access and make full use of the Property, including the Easement Area, consistent with Grantees' use of the Easement Area as permitted hereunder, for both itself and, to the extent allowed by Grantor, the public. Grantor shall not construct any structure on the Property that interferes with Grantees' use of the Easement Area. Grantor shall not plant or grow any trees, shrubs or other plants within or near the Easement Area that will impair the structural integrity of the Improvements.

9. Condition of the Property. Grantees agree and understand that they accept the Easement Area "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.



10. Workmanship. Grantees shall conduct all activities within the Easement Area in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Easement Area.

11. Surface Restoration of Land. Except as the Easement Area is necessarily modified to accommodate the Improvements, Grantees shall repair any physical damage done to the Easement Area by or resulting from its actions or operations. Grantees shall promptly restore, replace, re-vegetate, or repair the surface of the Easement Area to the original condition as near as may be reasonably possible. Such restoration, including seed mixture, topsoil, and ground preparation, shall be at Grantor's reasonable direction.

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19. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

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

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23. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

24. No Third Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages, or to bring any legal action or other proceeding against any party for any breach or other failure to perform this Agreement.

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26. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

Grantor

Board of County Commissioners  
200 S. Cascade  
Colorado Springs, CO 80903

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

GTL:

GTL, Inc.  
Attn: Theodore Tchang  
3575 Kenyon Street, Suite 200  
San Diego, CA 92110  
Email: ted@techbilt.com

With a copy by US mail or email to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd., Ste 350  
Denver, CO 80206  
Email: jha@ablawcolorado.com

District:

Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111


With a copy by US mail or email to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: [mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)



Made and entered into as of the date first set forth above.

**GRANTEES:**

MERIDAN SERVICE METROPOLITAN DISTRICT:

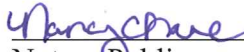
By:   
Name and Title Douglas E. Woods, Director

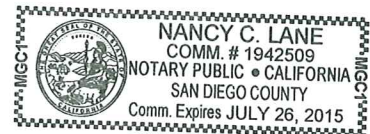
Attest: \_\_\_\_\_

CALIFORNIA  
STATE OF ~~COLORADO~~ )  
SAN DIEGO ) s.s.  
COUNTY OF ~~EL PASO~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2014, by Douglas E. Woods, as Director of the Meridian Service Metropolitan District.

Witness my hand and official seal.

  
Notary Public



My Commission Expires: July 26, 2015

GTL, INC.,  
a California corporation

By:   
Theodore Tchang, President

CALIFORNIA  
STATE OF ~~COLORADO~~ )  
SAN DIEGO ) s.s.  
COUNTY OF ~~EL PASO~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.

  
Notary Public



My Commission Expires: July 26, 2015



## EL PASO COUNTY, COLORADO

ATTEST:

APPROVED AS TO FORM:

[illegible]

Witness my hand and official seal.

My Commission Expires: 3/12/2016



LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN SECTIONS 20 & 21, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 7.84 ACRE PERMANENT UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S89°25'52"E A DISTANCE OF 2380.76 FEET TO THE POINT OF BEGINNING;

1. THENCE S89°25'52"E ON THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 60.17 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;

THE FOLLOWING EIGHT (8) COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 13°54'23", AN ARC LENGTH OF 162.62 FEET, WHOSE LONG CHORD BEARS S03°23'29"W A DISTANCE OF 162.22 FEET;
3. THENCE S10°18'59"W A DISTANCE OF 274.70 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
4. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1370.00 FEET, A DELTA ANGLE OF 09°29'38", AN ARC LENGTH OF 227.01 FEET, WHOSE LONG CHORD BEARS S15°04'14"W A DISTANCE OF 226.75 FEET;
5. THENCE S19°49'07"W A DISTANCE OF 1863.37 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
6. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1270.00 FEET, A DELTA ANGLE OF 12°00'46", AN ARC LENGTH OF 266.27 FEET, WHOSE LONG CHORD BEARS S25°49'46"W A DISTANCE OF 265.78 FEET;
7. THENCE S31°50'10"W A DISTANCE OF 1517.63 FEET TO A NON-TANGENT CURVE TO THE LEFT;
8. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1830.00 FEET, A DELTA ANGLE OF 39°00'58", AND AN ARC LENGTH OF 1246.15 FEET, WHOSE LONG CHORD BEARS S12°18'47"W A DISTANCE OF 1222.22 FEET;
9. THENCE S07°10'13"E A DISTANCE OF 134.17 FEET TO THE SOUTH LINE OF SAID SECTION 21;
10. THENCE N89°17'55"W ON SAID SOUTH LINE A DISTANCE OF 60.57 FEET;
11. THENCE N07°10'13"W ON SAID SOUTH LINE A DISTANCE OF 126.69 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
12. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1890.00 FEET, A DELTA ANGLE OF 38°59'28", AND AN ARC LENGTH OF 1286.19 FEET, WHOSE LONG CHORD BEARS N12°19'34"E A DISTANCE OF 1261.51 FEET;
13. THENCE N31°50'10"E A DISTANCE OF 1517.63 FEET TO A NON-TANGENT CURVE TO THE LEFT;
14. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1210.00 FEET, A DELTA ANGLE OF 12°00'46", AN ARC LENGTH OF 253.69 FEET, WHOSE LONG CHORD BEARS N25°49'46"E A DISTANCE OF 253.23 FEET;
15. THENCE N19°49'07"E A DISTANCE OF 1863.37 FEET TO A NON-TANGENT CURVE TO THE LEFT;
16. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1310.00 FEET, A DELTA ANGLE OF 09°29'38", AN ARC LENGTH OF 217.07 FEET, WHOSE LONG CHORD BEARS N15°04'14"E A DISTANCE OF 216.82 FEET;
17. THENCE N10°18'59"E A DISTANCE OF 274.72 FEET TO A NON-TANGENT CURVE TO THE LEFT;
18. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 610.00 FEET, A DELTA ANGLE OF 14°18'48", AN ARC LENGTH OF 152.39 FEET, WHOSE LONG CHORD BEARS N03°11'16"E A DISTANCE OF 151.99 FEET TO THE POINT OF BEGINNING;

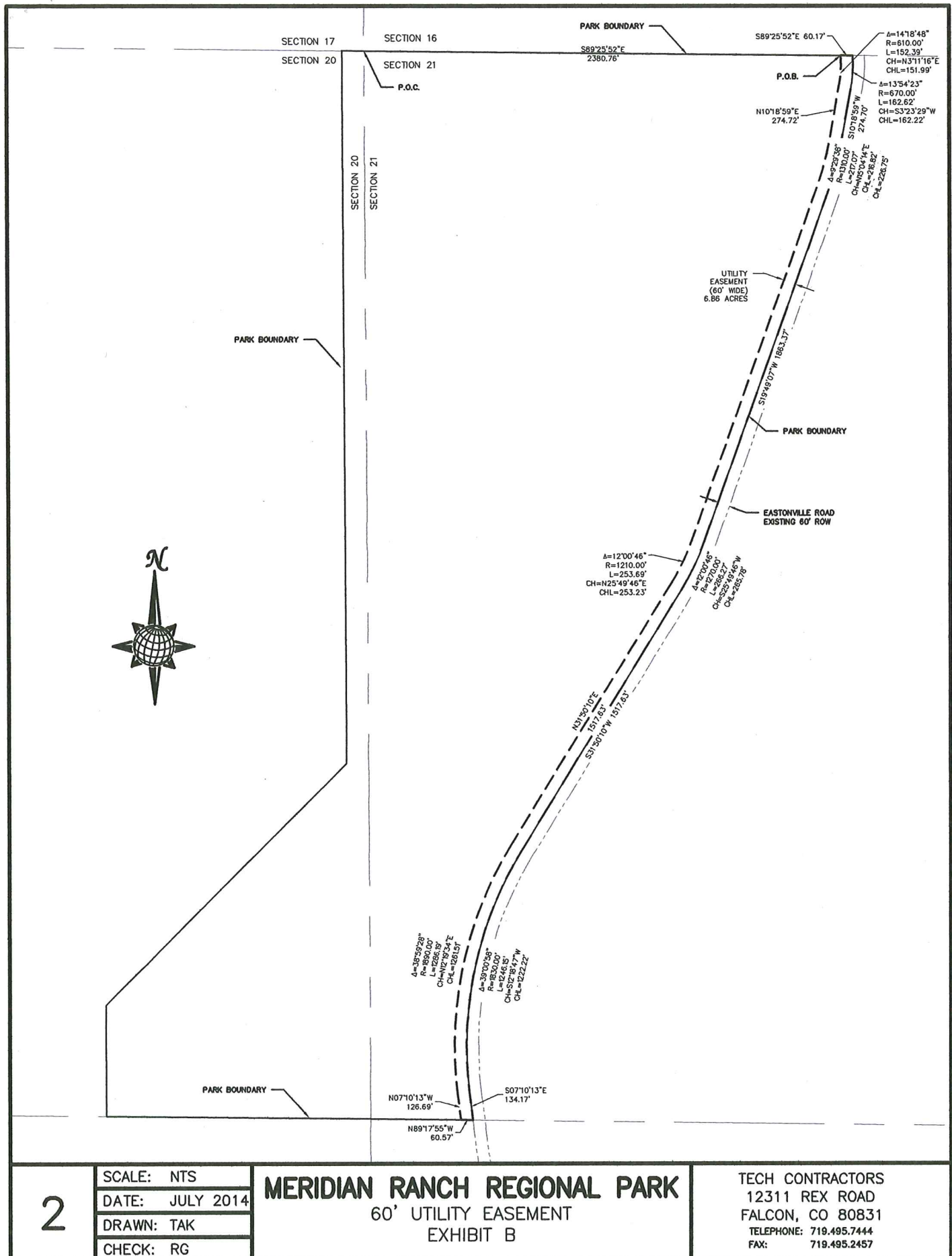
BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

1

SCALE: NA
DATE: AUG 2014
DRAWN: LCG
CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
60' UTILITY EASEMENT  
EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.495.7444  
FAX: 719.495.2457



2

SCALE: NTS  
DATE: JULY 2014  
DRAWN: TAK  
CHECK: RG

# **MERIDIAN RANCH REGIONAL PARK** 60' UTILITY EASEMENT EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.495.7444  
FAX: 719.495.2457



**EASEMENT AGREEMENT**

(Well Sites)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

**RECITALS**

WHEREAS, Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District has an existing well site on the Property; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain two additional wells and related facilities at other locations on the Property; and

WHEREAS, Grantor desires to convey an easement in three locations on the Property to Grantees for installation, construction, operation and maintenance of the existing and future water wells and related facilities on the Property.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Grant of Easements; Description of Premises. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easements ("Easements") in, to, through, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Well Sites") for the purpose of constructing, laying, repairing, replacing, enlarging, removing, operating and maintaining water wells and water pipelines of such size and capacity as Grantees determine, including all manholes, access pits, vaults, and appurtenances, and including utilities required by Grantees or either of them for operation of water wells, pipelines and control facilities (the "Improvements").
3. Right of Ingress and Egress. Grantees shall have and exercise the right of ingress and egress in, to, over, on, through and across the Well Sites for any purpose allowing full enjoyment of any other right of occupancy or use provided for herein.

Courtesy HTCO



SEP 15 2014

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## EASEMENT AGREEMENT (Well Sites)

THIS EASEMENT AGREEMENT ("Agreement") is made this 19 day of Aug, 2014, by and between EL PASO COUNTY, by and through the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO, a body corporate and politic and a political subdivision of the State of Colorado, hereinafter referred to as the "County" or "Grantor," and GTL, INC., a California corporation ("GTL"), and MERIDIAN SERVICE METROPOLITAN DISTRICT, a Colorado metropolitan district (the "District"), hereinafter referred to collectively as "Grantees." Grantor and Grantees may be collectively referred to herein as the Parties.

### RECITALS

WHEREAS, Grantor owns real property in unincorporated El Paso County which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), which Property was conveyed to Grantor by GTL through a separate instrument in order to fulfill open space dedication requirements for various Meridian Ranch subdivision filings; and

WHEREAS, GTL and/or the District has an existing well site on the Property; and

WHEREAS, GTL and/or the District must install, construct, operate and maintain two additional wells and related facilities at other locations on the Property; and

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### AGREEMENT

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3. Right of Ingress and Egress. Grantees shall have and exercise the right of ingress and egress in, to, over, on, through and across the Well Sites for any purpose allowing full enjoyment of any other right of occupancy or use provided for herein.

Courtesy HTC

4. Surface Uses. Grantees shall have the right to fence a reasonable portion of each Well Site, but not to exceed three thousand square feet (3,000 sf) of each Well Site, install gates in Grantor's fences, if any, landscape, modify the surface, excavate, fill, illuminate, monitor, secure, erect structures and otherwise exclusively control the Well Sites as the Grantees determine necessary for production of water from wells to supply municipal water systems.

5. Ownership of Improvements. Grantor agrees that the Improvements installed in, over, across, upon, under, and along the Well Sites shall remain the property of Grantees.

6. Operation, Maintenance and Repair. It shall be Grantees' obligation to inspect, operate, maintain and make any necessary repairs to the Improvements that Grantees install in, over, across, upon, under and along the Well Sites, unless such repairs are due to the negligent or willful acts or omissions of Grantor, its employees or agents. If repairs to Improvements are required as a result of Grantor's negligent or willful acts or omissions (but not as a result of the public's negligent or willful acts or omissions), Grantees, or either of them, shall give reasonable, written notice to Grantor specifying the necessary repairs. The notice shall provide a reasonable time to make the repairs. Grantor shall make such repairs at Grantor's sole cost and expense. Should Grantor fail to make such specified repairs, Grantees, or either of them, may make such repairs and Grantor shall reimburse Grantees the actual costs and expenses, as defined below, incurred in making such repairs.

7. Rights and Obligations of Grantor. Any time Grantor determines, in the exercise of its reasonable discretion, that the Improvements are not properly cleaned, maintained and/or otherwise kept in good repair, Grantor shall give reasonable, written notice to Grantees that the Improvements need to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should Grantees fail to correct the specified problem(s), Grantor may so correct the specified problem(s) and Grantees shall be jointly and severally responsible for reimbursing Grantor for its actual costs and expenses incurred in correcting the specified problem(s). This Agreement does not, however, expressly impose upon Grantor a duty to so inspect, clean, repair or maintain the Improvements.

8. Definition of "Actual Costs and Expenses." The term "actual costs and expenses" shall include, but not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs.

9. Costs and Attorney Fees. In the event any Party initiates any litigation or engages the services of legal counsel in order to enforce the provisions of paragraphs 6 or 7 above, the prevailing Party shall be entitled to its damages and costs, including reasonable attorney fees. This paragraph applies to Grantees regardless of whether Grantor contracts with outside counsel or utilizes in-house legal counsel for the same.

10. Grantor's Prohibited Uses. Grantor shall not construct or place any structure, including, but not limited to, fences or buildings, temporary or permanent, or plant any tree, woody plant or nursery stock, of any kind, on any part of the Well Sites. In the event that such a structure or improvement exists, Grantor, their successors and assigns, must remove such structure or improvement within sixty (60) days of written notification from Grantees or either of them. Any structure, improvement, tree, woody plant or nursery stock located on the Well Sites as of the date of this Agreement or hereafter, if not removed by Grantor after notice from Grantees, may be removed by Grantees without liability for damages arising therefrom, and



Grantor shall reimburse Grantees for all actual costs and expenses (as defined above) incurred in the process of removal.

11. Grantor's Retained Uses. Grantor retains the right to access and make full use of the Property, including the Well Sites, insofar as such use is consistent with and does not impair the operation and maintenance of Grantees' Improvements located within the Well Sites and insofar as such use is not inconsistent with and does not impair any grant or covenant contained herein.

12. Subjacent and Lateral Support; Earth Overburden. Grantees shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of Grantees' rights herein granted. Grantor shall take no action which would impair the earth overburden or the lateral or subjacent support for any of Grantees' water lines or appurtenances that may be installed hereunder; provided, however, that upon obtaining the specific written permission of Grantees, the earth overburden of any of Grantees' water lines may be modified, but it is understood that normally permission will not be granted for a modification involving a cover of less than 5 feet nor greater than 7 feet, measured vertically from the top of the water line. Any modification of the earth overburden will be upon terms which provide for reimbursement to Grantees of the cost of any alteration or relocation of any water line or appurtenances made necessary by the earth overburden modification.

13. Utilities. Grantees agree that other public utilities such as gas, electric and telephone lines may be installed within Well Sites as long as they do not interfere with Grantees' rights herein granted, and only after Grantees have been provided plans and specifications of such other installations and have consented to such installations in writing prior to such installations. No overhead utility lines shall be less than thirty feet (30') from the surface of the ground.

14. Condition of Property. Grantees agree and understand that they accept the Well Sites "AS IS" and without any warranties of any kind or nature, including, without limitation, any warranties as to the state of the Grantor's title to the Property. Grantees acknowledge that the Property is a public facility and that the Parties cannot completely control or be responsible for the acts of the public (excluding the Parties' respective employees, agents, and representatives) within the Property.

15. Grantor Authority; Grantees' Responsibility to Obtain Other Approvals. Grantor covenants that it has the authority to grant the Easements as set forth herein. Grantees agree and understand that it is Grantees' responsibility to obtain any necessary approvals from, and/or address any applicable issues with, the following: the U.S. Army Corps of Engineers regarding wetlands impacts; the U.S. Fish and Wildlife Service regarding impacts to listed species including, but not limited to, Preble's Meadow Jumping Mouse; and the Regional Floodplain Administrator regarding floodplain issues. Grantees agree that all Improvements shall meet or exceed all El Paso County standards and be approved pursuant to the applicable El Paso County approval process.

16. Workmanship. Grantees shall conduct all activities within the Well Sites in a neat and workmanlike manner so as not to unreasonably interfere with either Grantor's or the public's use and enjoyment of the Property, and without cost or liability to Grantor. Grantees shall take

all reasonably necessary measures to protect Grantor, Grantor's employees, and the general public from its activities within the Well Sites.

17. Mechanics' and Materialmen's Liens. In no event shall Grantees allow any mechanics' or materialmen's liens to attach against the Well Sites or the Property for materials supplied or work performed at the request of, or for the benefit of, Grantees, and Grantees, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense incurred by Grantor to release any such mechanic's or materialmen's liens against the Well Sites or the Property.

18. Compliance with Laws and Regulations. It shall be the sole responsibility of Grantees to ensure that the Improvements comply at all times with applicable federal, state and local laws and regulations.

19. Insurance. Grantees represent and warrant to Grantor that they each carry general liability insurance and agree that, during their respective periods of use of the Well Sites, each will provide proper certificates of insurance naming Grantor as an additional insured for all work within the Well Sites, and that, during their respective periods of use of the Well Sites, Grantees' contractors will carry general liability insurance, worker's compensation insurance and automotive insurance. Prior to Grantees' first access to the Well Sites under this Agreement, Grantees will provide Grantor with the Certificates of Insurance evidencing the insurance coverage described herein.

20. Indemnification. To the extent authorized by law, each Grantee shall defend, indemnify and hold Grantor free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards, including costs, expenses and attorney fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to such Grantee's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, related to such Grantee's use of the Well Sites, the operation and maintenance of the Improvements, and during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Grantor or the District pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

21. Grantor Representation. One or more Grantor representatives may be present on the Well Sites during any of Grantees' activities under this Agreement.

22. Remedies. In the event of any breach of this Agreement, the non-breaching party may pursue and obtain any and all remedies or causes of action available to it at law or in equity.

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



24. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

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

26. Binding. The Parties hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the Grantor and Grantees.

27. No Third Party Beneficiaries. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages, or to bring any legal action or other proceeding against any party for any breach or other failure to perform this Agreement.

28. Recording; Governing Law. This Agreement shall be recorded by the Grantor in the records of the El Paso County Clerk and Recorder's Office. This Agreement is made and shall be construed under the laws of the State of Colorado.

29. Notice. Notice shall be effective when sent certified mail, return receipt requested, addressed to the following:

<u>Grantor</u>	Board of County Commissioners 200 S. Cascade Colorado Springs, CO 80903
----------------	---

With copies by US mail or email to: Amy Folsom  
El Paso County Attorney  
County Attorney's Office  
27 East Vermijo  
Colorado Springs, CO 80903  
Email: amyfolsom@elpasoco.com

Tim Wolken  
Director, El Paso County  
Community Services Department  
2002 Creek Crossing  
Colorado Springs, CO 80906  
Email: timwolken@elpasoco.com

<u>GTL:</u>	GTL, Inc. Attn: Theodore Tchang 3575 Kenyon Street, Suite 200 San Diego, CA 92110 Email: ted@techbilt.com
-------------	---

With a copy to: Jody Harper Alderman  
Alderman Bernstein  
101 University Blvd, Ste 350  
Denver, CO 80206  
Email: [jha@ablawcolorado.com](mailto:jha@ablawcolorado.com)

District: Meridian Service Metropolitan District  
In care of Community Resource Services of Colorado, LLC  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111  
Email: [sblair@crs of colorado.com](mailto:sblair@crs of colorado.com)

With a copy to: Matthew Dalton  
Spencer Fane & Grimshaw  
1700 Lincoln St, Ste. 2000  
Denver, CO 80203  
Email: [mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)


30. In the event that the State or other agency requires a change in the proposed location of the Well Sites, Grantor, its successors and assigns, shall not unreasonably withhold necessary reasonable modifications to this Agreement on forms prepared by Grantees at no additional cost.

*[The remainder of this page is intentionally left blank. Signature pages follow.]*

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

**GRANTEES:**

MERIDAN SERVICE METROPOLITAN DISTRICT:

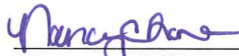
By:   
Name and Title Douglas E. Woods, Director

Attest: \_\_\_\_\_

CALIFORNIA  
STATE OF ~~COLORADO~~ )  
SAN DIEGO ) S.S.  
COUNTY OF ~~EL PASO~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2014, by Douglas E. Woods, as Director of the Meridian Service Metropolitan District.

Witness my hand and official seal.

  
Notary Public



My Commission Expires: July 26, 2015

GTL, INC.,  
a California corporation

By:   
Theodore Tchang, President

CALIFORNIA  
STATE OF ~~COLORADO~~ )  
SAN DIEGO ) S.S.  
COUNTY OF ~~EL PASO~~ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2014, by Theodore Tchang, as President of the GTL, Inc., a California corporation.

Witness my hand and official seal.

  
Notary Public





My Commission Expires: July 26, 2015

**GRANTOR:**

EL PASO COUNTY, COLORADO

By:

*Dennis Hisey*  
Dennis Hisey, Chair  
Board of County Commissioners  
El Paso County, Colorado

143131

ATTEST:

*[Signature]*  
County Clerk & Recorder

APPROVED AS TO FORM:

*Lori L. Seagr*  
Office of the County Attorney

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

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2014, by Dennis Hisey, as Chair of the Board of County Commissioners, and as attested to by Wayne W. Williams, County Clerk and Recorder.

Witness my hand and official seal.

*Mary A. Bartelson*  
Notary Public

My Commission Expires: 3/12/2016



LEGAL DESCRIPTION:

THREE PARCELS OF LAND LOCATED IN THE WEST HALF OF SECTION 21, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 3.02 ACRE PERMANENT WELL SITE EASEMENT #1 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S89°25'52"E A DISTANCE OF 2041.49 FEET TO THE POINT OF BEGINNING #1;

1. THENCE S89°25'52"E A DISTANCE OF 399.44 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;

THE FOLLOWING TWO (2) COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 13°54'23", AN ARC LENGTH OF 162.62 FEET, WHOSE LONG CHORD BEARS S03°23'29"W A DISTANCE OF 162.22 FEET;
3. THENCE S10°18'59"W A DISTANCE OF 180.59 FEET;
4. THENCE N89°25'52"W A DISTANCE OF 360.88 FEET;
5. THENCE N00°34'08"E A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A 2.48 ACRE PERMANENT WELL SITE EASEMENT #2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S24°16'04"E A DISTANCE OF 2874.08 FEET TO THE POINT OF BEGINNING #2;

1. THENCE S58°09'50"E A DISTANCE OF 360.00 FEET TO THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;
2. THENCE S31°50'10"W ON SAID WESTERLY LINE A DISTANCE OF 300.00 FEET;
3. THENCE N58°09'50"W A DISTANCE OF 360.00 FEET;
4. THENCE N31°50'10"E A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A 2.48 ACRE PERMANENT WELL SITE EASEMENT #3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S10°07'40"E A DISTANCE OF 3567.76 FEET TO THE POINT OF BEGINNING #3;

1. THENCE S58°09'50"E A DISTANCE OF 360.00 FEET TO THE WESTERLY RIGHT OF WAY OF EASTONVILLE ROAD;
2. THENCE S31°50'10"W ON SAID WESTERLY LINE A DISTANCE OF 300.00 FEET;
3. THENCE N58°09'50"W A DISTANCE OF 360.00 FEET;
4. THENCE N31°50'10"E A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE PARCELS OF LAND CONTAIN 7.98 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

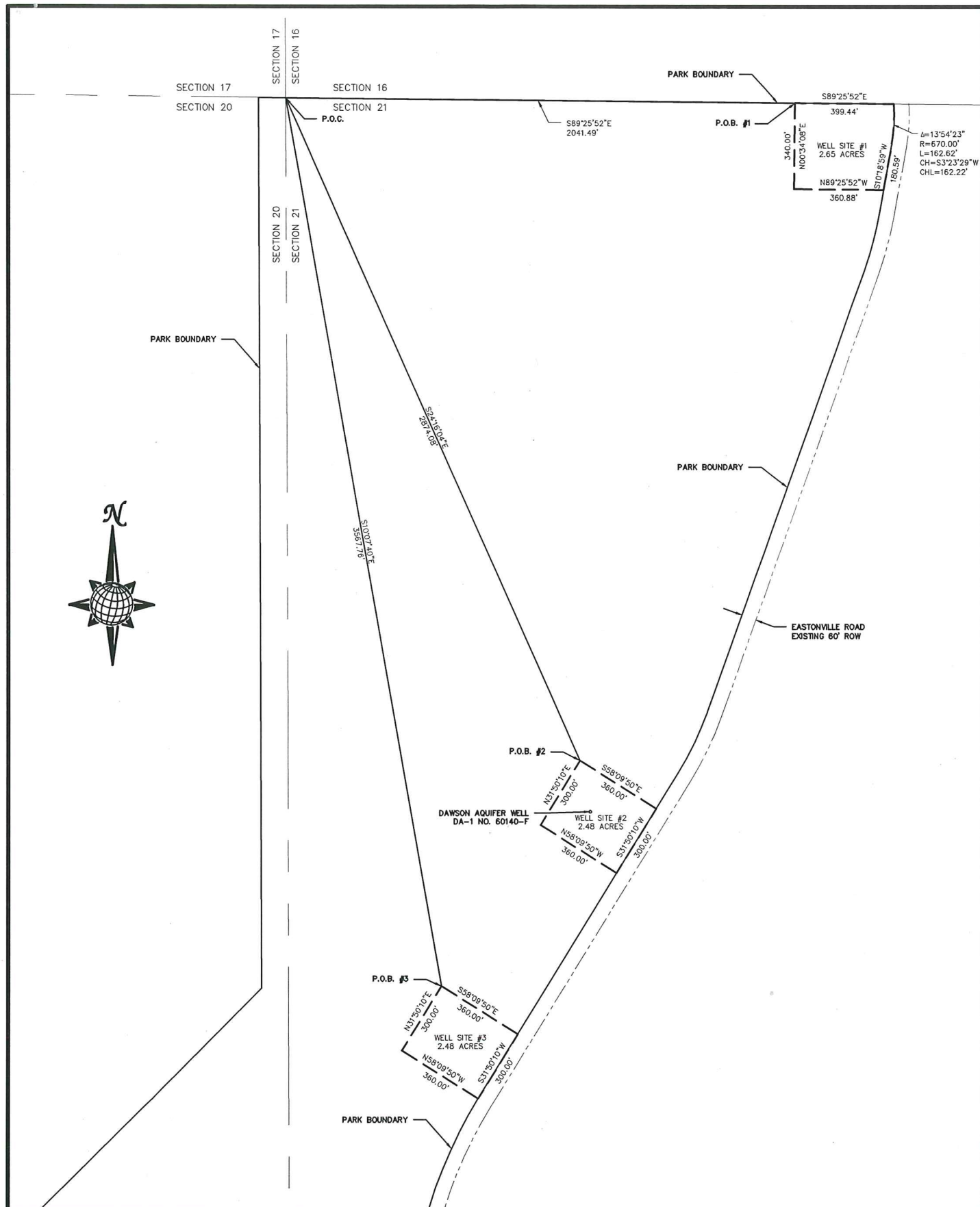
1

SCALE: NA
DATE: JUNE 2014
DRAWN: LCG
CHECK: RG

**MERIDIAN RANCH REGIONAL PARK**  
WELL SITES EASEMENT  
EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.495.7444  
FAX: 719.495.2457





2

SCALE: 1"=500'  
DATE: JUNE 2014  
DRAWN: LCG  
CHECK: RG

# **MERIDIAN RANCH REGIONAL PARK** WELL SITES EASEMENT EXHIBIT B

TECH CONTRACTORS  
12311 REX ROAD  
FALCON, CO 80831  
TELEPHONE: 719.495.7444  
FAX: 719.495.2457