



# U.S. TITLE SOLUTIONS

**100 Corporate Drive, Suite 305, Lebanon, NJ 08833**

**Phone (908) 849-3011 Fax (908) 849-7981**

**[www.ustitlesolutions.com](http://www.ustitlesolutions.com)**

## **REPORT OF TITLE**

**Full 50 Year Title Report**

**U.S. Title Solutions File No. UST78949**

**Reference No. CO0130**

**Site Name: Widefield**

**Prepared For:** TowerCo IV Holdings LLC

**Premises:** 7600 Wayfarer Drive, Fountain, CO 80817

**Parcel:** 5528211001

**County:** El Paso

**REPORT POWERED BY LAND-IT™**

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

**U.S. TITLE SOLUTIONS**  
**File No. UST78949    Reference No. CO0130**

**REPORT OF TITLE**  
**SCHEDULE - I**

1. **DATE OF REPORT** : November 25, 2024
2. **SCOPE OF SEARCH**: Beginning **January 01, 1974** and extending through **November 20, 2024**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.
3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**  
  
Fee Simple
4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**  
  
Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision
5. **SOURCE OF TITLE** :  
  
Special Warranty Deed made by Glen Investment Group No. II, LLC, a Colorado limited liability company, **Dated** June 29, 2021, **Recorded** February 09, 2022, in [Instrument No: 222019878](#).  
  
Special Warranty Deed made by Glen Investment Group No. IX, LLC, a Colorado limited liability company, **Dated** December 07, 2021, **Recorded** February 09, 2022, in [Instrument No: 222019877](#).
6. **PROPERTY IS IDENTIFIED AS FOLLOWS** :  
  
Parcel ID : [5528211001](#)  
Tax Year : 2024  
Status : Exempt
7. **THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II ATTACHED HERETO**

**U.S. TITLE SOLUTIONS**  
**File No. UST78949    Reference No. CO0130**

**REPORT OF TITLE**  
**SCHEDULE - II**

**(LEGAL DESCRIPTION)**

Tract A, as shown on the plat of Security Fire Station No. 4, in Instrument No. 222714904,  
recorded on 02/01/2022 in El Paso County, Colorado

**REPORT OF TITLE**  
**SCHEDULE - III**

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for items not indexed or mis-indexed in the County Records.

**1.    MORTGAGES, DEEDS OF TRUST AND UCCs**

None found within period searched.

**2.    JUDGMENTS AND LIENS**

None found within period searched.

**3.    COVENANTS AND RESTRICTIONS**

None found within period searched.

**4.    EASEMENTS AND RIGHTS OF WAY**

- 4.1    Agreement by Security Fire Department to El Paso County, as represented by its Planning and Community Development, **Dated** April 17, 2023, **Recorded** May 05, 2023, in [Instrument No: 223036937.](#)

**Notes:** Landscape

- 4.2    Easement by Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision to Mountain View Electric Association, Inc., a Colorado corporation, **Dated** July 13, 2022, **Recorded** July 22, 2022, in [Instrument No: 222099120.](#)

**Notes:** Electrical energy

- 4.3    Easement by El Paso County by and through The Board of County Commissioners of El Paso County, Colorado to Security Fire Protection District, **Dated** January 06, 2022, **Recorded** February 01, 2022, in [Instrument No: 222015900.](#)

**Notes:** Stormwater runoff

- 4.4    Agreement by Glen Investment Group No. II and Glen Investment Group No. IX, Colorado land owners to Widefield Water and Sanitation District, a quasi-municipal district and political subdivision of the State of Colorado, **Dated** September 27, 2006,

**U.S. TITLE SOLUTIONS**  
**File No. UST78949    Reference No. CO0130**

**REPORT OF TITLE**  
**SCHEDULE - III**

**Recorded** February 24, 2010, in [Instrument No: 210017363.](#)

**Notes:** Underground water improvements

- 4.5 Agreement by Glen Investment Group No. II, LLC, a Colorado limited liability company to Widefield Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, **Dated** January 13, 2010, **Recorded** February 22, 2010, in [Instrument No: 210016133.](#)

**Notes:** Sanitary sewer

- 4.6 Agreement by JHW Investment Company to Widefield Water and Sanitation District, **Dated** April 29, 1997, **Recorded** May 01, 1997, in [Instrument No: 97048696.](#)

**Notes:** For reference - pipe lines

- 4.7 Agreement by JHW Investment Company to Widefield Water and Sanitation District, **Dated** April 29, 1997, **Recorded** May 01, 1997, in [Instrument No: 97048695.](#)

**Notes:** For reference - water pipe lines

**5. OTHER RECORDED DOCUMENTS**

- 5.1 Security Fire Station No. 4 **Recorded** February 01, 2022, in [Instrument No: 222714904.](#)

- 5.2 Agreement between Widefield Water and Sanitation District, a quasi-municipal district and political subdivision of the State of Colorado and JHW Investment Company, **Dated** February 24, 1997, **Recorded** May 06, 1997, in [Instrument No: 97051183.](#)

- 5.3 Peaceful Valley Estates Sub F#2 **Recorded** August 29, 1995, in [Book H-5, Page 72.](#)

**6. OTHER UNRECORDED DOCUMENTS**

None found within period searched.

**U.S. TITLE SOLUTIONS**  
**File No. UST78949    Reference No. CO0130**

**REPORT OF TITLE**  
**SCHEDULE - V**

**(OWNERSHIP HISTORY)**

Chain B

- 1.1. Special Warranty Deed made by Glen Investment Group No. IX, LLC, a Colorado limited liability company to Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision, **Dated** December 07, 2021, **Recorded** February 09, 2022, in [Instrument No: 222019877](#).
- 1.2. Warranty Deed made by Glen Investment Group No. IX, LLC, a Colorado limited liability company to CSJ No. 1, LLC, a Colorado limited liability company, **Dated** July 30, 2018, **Recorded** July 31, 2018, in [Instrument No: 218088120](#).

**Notes:** Outsale. Statement of Authority in [Instrument No: 218088119](#) , attached.

- 1.3. Warranty Deed made by Glen Investment Group No. IX, LLC, a limited liability company; Glen Investment Group No. II, LLC, a limited liability company; Mesa Ridge Joint Venture, LLC, a limited liability company; and New Generation Homes, Inc., a Colorado corporation to El Paso County, a Colorado, a municipal corporation, **Dated** January 24, 2007, **Recorded** October 18, 2007, in [Instrument No: 207135953](#).

**Notes:** Outsale of both Chain A and Chain B.

- 1.4. Warranty Deed made by Glen Investment Group No. IX, LLC, a Colorado limited liability company to Water Resource Development Co., a Colorado corporation, **Dated** July 29, 2003, **Recorded** August 06, 2003, in [Instrument No: 203181261](#).

**Notes:** Outsale. Statement of Authority in [Instrument No: 203181260](#) , attached.

- 1.5. Warranty Deed made by Widefield Land, L.P., a limited partnership to Glen Investment Group No. IX, LLC, **Dated** September 27, 2000, **Recorded** August 10, 2001, in [Instrument No: 201114754](#).

Chain A

- 2.1. Special Warranty Deed made by Glen Investment Group No. II, LLC, a Colorado limited liability company to Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision, **Dated** June 29, 2021, **Recorded** February 09, 2022, in [Instrument No: 222019878](#).

**U.S. TITLE SOLUTIONS**  
**File No. UST78949    Reference No. CO0130**

**REPORT OF TITLE**  
**SCHEDULE - V**

**(OWNERSHIP HISTORY)**

- 2.2. Warranty Deed made by Glen Investment Group No. II, LLC, a Colorado limited liability company to Water Resource Development Co., a Colorado corporation, **Dated** July 29, 2003, **Recorded** August 06, 2003, in [Instrument No: 203181259](#).

**Notes:** Outsale. Statement of Authority in [Instrument No: 203181258](#) , attached.

- 2.3. Warranty Deed made by Widefield Land, L.P., a limited partnership to Glen Investment Group No. II, LLC, **Dated** December 27, 2000, **Recorded** August 10, 2001, in [Instrument No: 201114753](#).
3. Special Warranty Deed made by JHW Investment Company, Ltd., a Colorado limited partnership to Widefield Land, L.P., **Dated** December 31, 1998, **Recorded** January 08, 1999, in [Instrument No: 99003603](#).
4. Deed made by Peaceful Valley Land Co., a corporation to JHW Investment Company, a general partnership, **Dated** January 28, 1971, **Recorded** January 28, 1971, in [Book 2386, Page 985](#).

EL PASO COUNTY - COLORADO

5528211001  
7600 WAYFARER DR

Total Market Value  
\$54,208

OVERVIEW

Owner:	SECURITY FIRE DISTRICT
Mailing Address:	400 SECURITY BLVD COLORADO SPRINGS CO, 80911
Location:	7600 WAYFARER DR
Tax Status:	Exempt
Zoning:	CS CAD-O
Plat No:	R14904
Legal Description:	TR: A SECURITY FIRE STATION NO 4

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$54,208	\$0
Improvement	\$0	\$0
Total	\$54,208	\$0

No buildings to show.

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	EXEMPT NONRESIDENTIAL LAND - POLITICAL SUBDIVISION	27.900	1.21 Acres	\$54,208

SALES HISTORY

	Sale Date	Sale Price	Sale Type	Reception
+	02/09/2022	\$365,000	Arms-Length Sale	222019878
+	02/01/2022	\$0	-	222714904

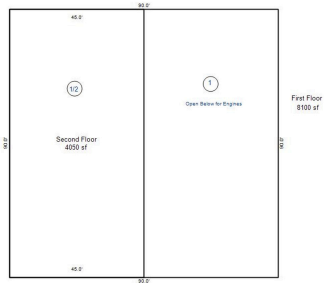
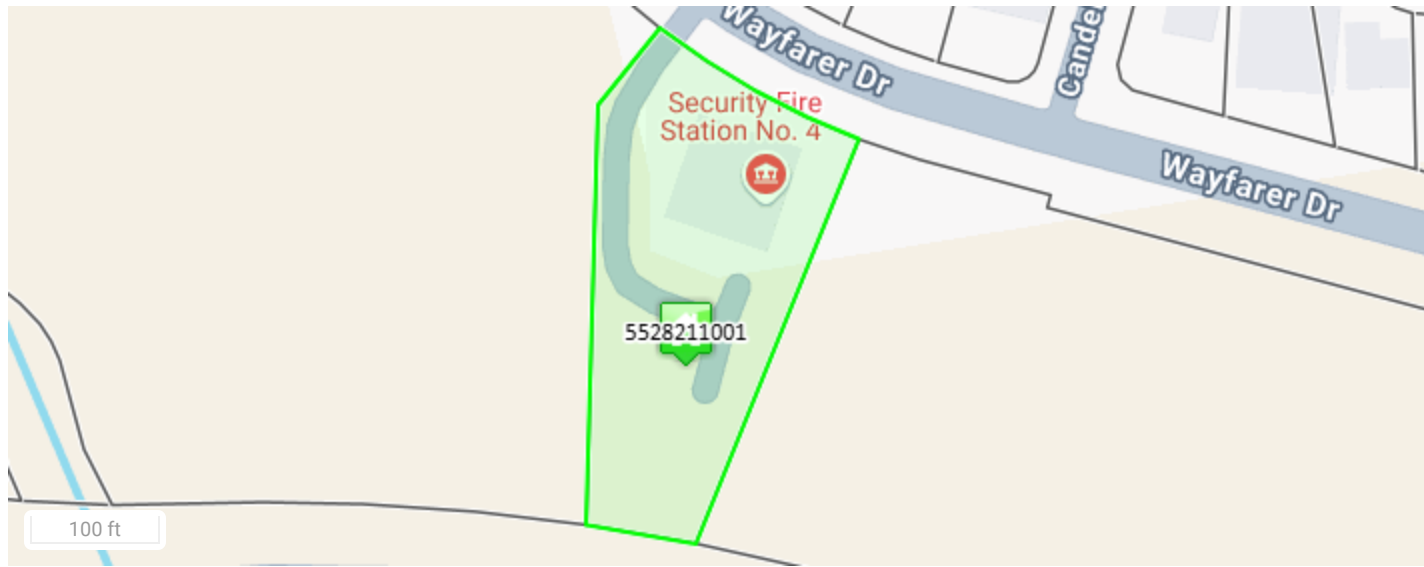
TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **DBV**    Levy Year: **2023**    Mill Levy: **55.177**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	6.862	FINANCIAL SERVICES	(719)520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719)520-6498
WIDEFIELD SCHOOL DISTRICT #3	47.097	TERRY KIMBER	(719)391-3026
SOUTHEASTERN COLO WATER CONSERVANCY DISTRICT	0.888	JAMES BRODERICK	(719)948-2400





#### Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

097048695

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J. PATRICK KELLY  
EL PASO COUNTY CLERK & RECORDER

### WATER EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 29th day of April, 1997 by and between JHW Investment Company hereinafter called "Grantor", (whether grammatically singular or plural) and the Widefield Water and Sanitation District hereinafter called "District".

#### WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the District, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the District, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including electric or other related control systems, underground cables, wires and connections, surface appurtenances, and all other reasonably necessary or useful additions. By way of example and not by way of limitation, the parties intend to include within the terms "pipelines" and "appurtenances" the following: mains and conduits, valves, vaults, manholes, control systems, ventilators, and the like, in, through, over and across the following described parcel of land situate, lying and being in the County of El Paso and State of Colorado, to-wit:

SEE EXHIBIT A ATTACHED HERETO

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. The District shall have and exercise the right of ingress and egress in, to, over, through and across the above-described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.
2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the above described easement. Any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent or shrub, tree, woody plant or nursery stock, of any kind situated on the above-described easement as of the date of this Agreement, may be removed by the District without liability for damages arising therefrom.
3. Existing fencing disturbed or destroyed by the District in constructing its facilities shall be replaced by the District to its condition prior to such activity as nearly as may reasonably be done. The Grantor shall not construct new fencing across or within the easement herein described without the written approval of the District.



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4. The District 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 the rights hereinabove described. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the easement, provided, however, that upon obtaining the specific written permission of the District, the earth cover over any water pipeline or lines may be modified, but normally permission will not be granted for a modification involving a cover of less than four feet nor greater than ten feet measured vertically from the top of any pipeline or lines, and any modification undertaken by the Grantor shall be upon terms which provide for reimbursement to the District of the cost of any alterations to any pipeline facility made necessary by the change.

5. After construction of any pipeline or lines as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as may reasonably be done, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the easement at the sole expense of the District.

6. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

7. The District is acquiring the rights in the subject property as herein provided in order to insure to the District a dominant easement for the exercise of the District's functions, and that the exercise of any rights in the subject property other than those retained by the Grantor shall be within the discretion of the District. The District agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the District's dominant rights, upon the payment of reasonable compensation to the District and upon such terms, limitations, and conditions as the District shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the District without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

8. In case the District shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the District shall cease and terminate, and the Grantor shall hold said premises, as the same may then be, free from the rights so abandoned and shall own all material and structures of the District so abandoned, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment of District rights.

9. The Grantor warrants that he has full right and lawful authority to make the grant hereinabove and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.

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10. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

11. Unless special provisions are attached hereto, the above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument. To the extent that any special provisions added hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other terms or provisions hereof.

**SPECIAL PROVISIONS:**

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written.

JHW INVESTMENT COMPANY

[Signature]  
Title: Managing Partner

ATTEST:

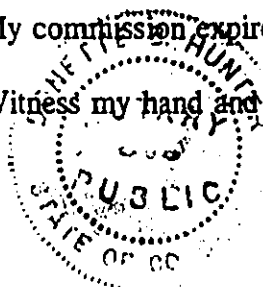
[Signature]  
Title: \_\_\_\_\_

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

The within and foregoing instrument was acknowledged before me by Richard D. Janitell as Managing Partner and \_\_\_\_\_  
as \_\_\_\_\_ of JHW Investment Company, a \_\_\_\_\_  
corporation on this 29th day of April, 1997.  
Donette Hunter

My commission expires: September 01, 2000  
My Commission Expires

Witness my hand and official seal.



Donette B. Hunter  
Notary Public  
Address: 8721 S. Aberdeen Cir  
Highlands Ranch CO 80126

097048695-4

ATTEST:

WIDEFIELD WATER AND  
SANITATION DISTRICT

[Signature]  
Asst. Secretary

[Signature]  
President

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The within and foregoing instrument was acknowledged before me by J. Mark Watson as President and Frank C. Watson as <sup>Asst.</sup> Secretary of Widefield Water and Sanitation District on this 29th day of April, 1997.

My Commission Expires September 01, 2000  
My commission expires: September 01, 2000

Witness my hand and official seal.



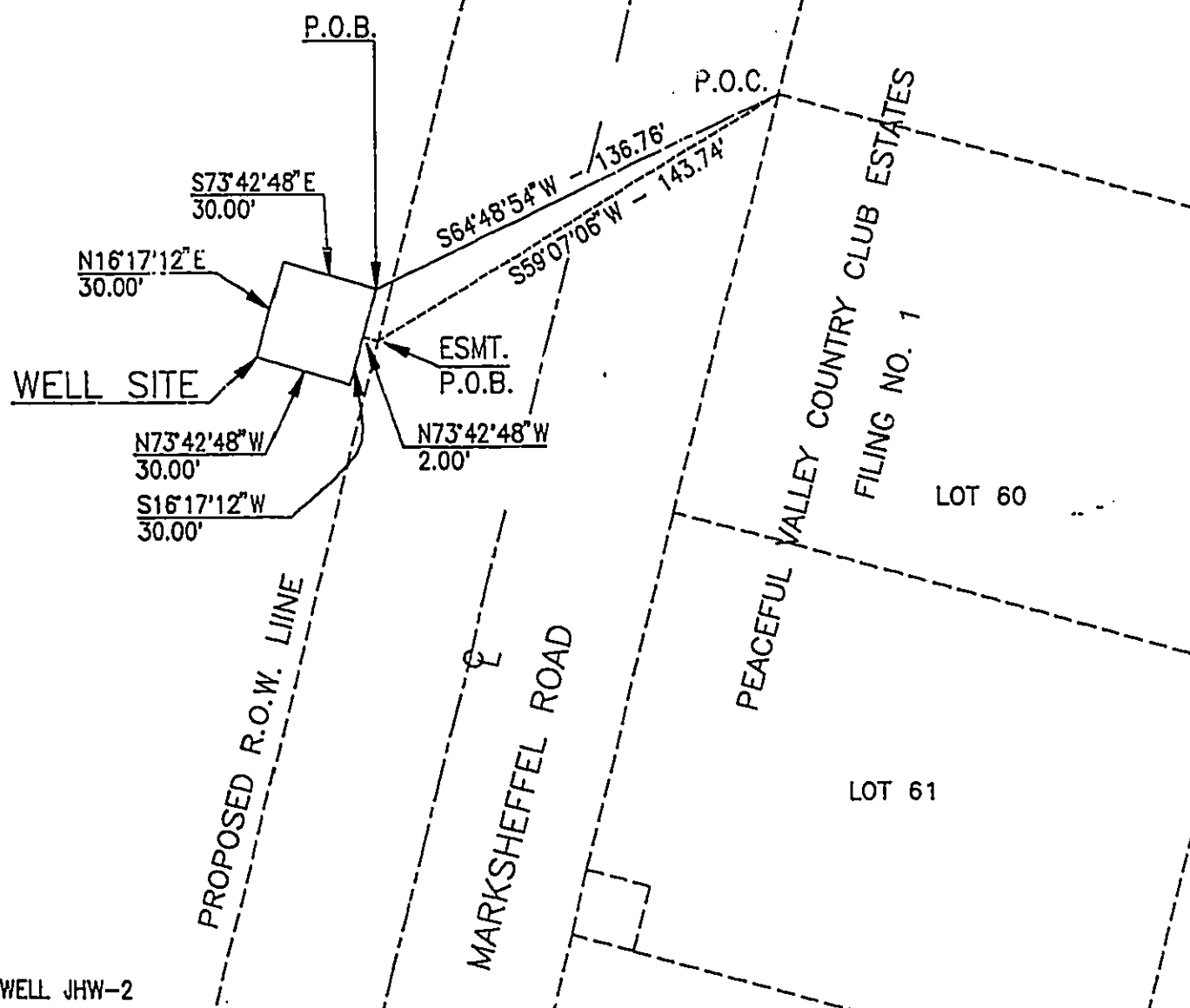
WIDEFLD\AGR\TLL141011.047  
WELLJHW-2

[Signature]  
Notary Public  
Address: 8721 S Aberdeen Circle  
Highlands Ranch CO 80126

097048695-5

## WELL JHW-2

LOT 59



WELL JHW-2

A tract of land located in a portion of Section 22, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the most Northwesterly Corner of Lot 60, Peaceful Valley Country Club Estates Filing No. 1, as recorded in Plat Book X-2 at Page 55 of the records of the Clerk and Recorder's Office of said county; Thence S64°48'54"W, a distance of 136.76 feet to the Point of Beginning of the tract herein described; Thence S16°17'12"W, a distance of 30.00 feet; Thence N73°42'48"W, a distance of 30.00 feet; Thence N16°17'12"E, a distance of 30.00 feet; Thence S73°42'48"E, a distance of 30.00 feet, to the Point of Beginning. Together with a 20' wide access easement over and across a tract of land as described in Book 2386 at Page 985 of the Clerk and Recorder's Office of said county. Commencing at said Northwest corner of said Lot 60: Thence S59°07'06"W, a distance of 143.74 feet to the Point of Beginning of the Centerline of said 20' wide access easement; Thence N73°42'48"W, a distance of 2.00 feet to the Point of Terminus of said Centerline.

6900 MARKSHEFFEL ROAD

Said tract contains 0.0207 acres, more or less.

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

**PINNACLE LAND SURVEYING, INC.**  
P.O. Box 38102, Colorado Springs, CO 80937

DRAWING NO. 14 WELL JHW-2		
TITLE:		
SCALE: 1"=50'	DRAWN BY: CAJ	FILE: JHW-2.DWG
DATE: 1/23/98	CHECKED BY: JMT	JOB NO. 96007700

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J. PATRICK KELLY  
EL PASO COUNTY CLERK & RECORDER

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#### WITNESSETH:

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SEE EXHIBIT A ATTACHED HERETO

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. The District shall have and exercise the right of ingress and egress in, to, over, through and across the above-described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.
2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the above described easement. Any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent or shrub, tree, woody plant or nursery stock, of any kind situated on the above-described easement as of the date of this Agreement, may be removed by the District without liability for damages arising therefrom.
3. Existing fencing disturbed or destroyed by the District in constructing its facilities shall be replaced by the District to its condition prior to such activity as nearly as may reasonably be done. The Grantor shall not construct new fencing across or within the easement herein described without the written approval of the District.



SC 108536

097048696 -2

4. The District 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 the rights hereinabove described. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the easement, provided, however, that upon obtaining the specific written permission of the District, the earth cover over any water pipeline or lines may be modified, but normally permission will not be granted for a modification involving a cover of less than four feet nor greater than ten feet measured vertically from the top of any pipeline or lines, and any modification undertaken by the Grantor shall be upon terms which provide for reimbursement to the District of the cost of any alterations to any pipeline facility made necessary by the change.

5. After construction of any pipeline or lines as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as may reasonably be done, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the easement at the sole expense of the District.

6. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

7. The District is acquiring the rights in the subject property as herein provided in order to insure to the District a dominant easement for the exercise of the District's functions, and that the exercise of any rights in the subject property other than those retained by the Grantor shall be within the discretion of the District. The District agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the District's dominant rights, upon the payment of reasonable compensation to the District and upon such terms, limitations, and conditions as the District shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the District without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

8. In case the District shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the District shall cease and terminate, and the Grantor shall hold said premises, as the same may then be, free from the rights so abandoned and shall own all material and structures of the District so abandoned, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment of District rights.

9. The Grantor warrants that he has full right and lawful authority to make the grant hereinabove and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.



097048696-3

10. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

11. Unless special provisions are attached hereto, the above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument. To the extent that any special provisions added hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other terms or provisions hereof.

**SPECIAL PROVISIONS:**

**IN WITNESS WHEREOF**, the parties hereto have executed the within Agreement as of the day and year first above written.

JHW INVESTMENT COMPANY

[Signature]  
Title: Managing Partner

ATTEST:

[Signature]  
Title: \_\_\_\_\_

STATE OF COLORADO )

) ss.

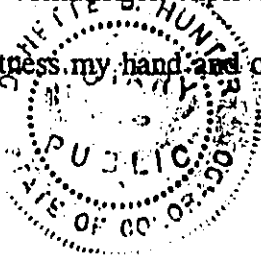
COUNTY OF EL PASO )

The within and foregoing instrument was acknowledged before me by Richard D. Janitell as Managing Partner and \_\_\_\_\_  
as \_\_\_\_\_ of JHW Investment Company, a \_\_\_\_\_  
corporation on this 29th day of April, 1997.

My Commission Expires  
September 01, 2000

My commission expires: \_\_\_\_\_

Witness my hand and official seal.



[Signature]  
Notary Public  
Address: 8721 S. Aberdeen Cir  
Highlands Ranch CO 80126

097048696-4

ATTEST:

WIDEFIELD WATER AND  
SANITATION DISTRICT

Frank C. Watson  
Asst. Secretary

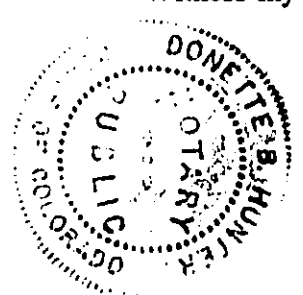
J. Mark Watson  
President

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The within and foregoing instrument was acknowledged before me by J. Mark Watson as President and Frank C. Watson as <sup>Asst.</sup> Secretary of Widefield Water and Sanitation District on this 29th day of April, 1997.

My commission expires: September 01, 2000.

Witness my hand and official seal.

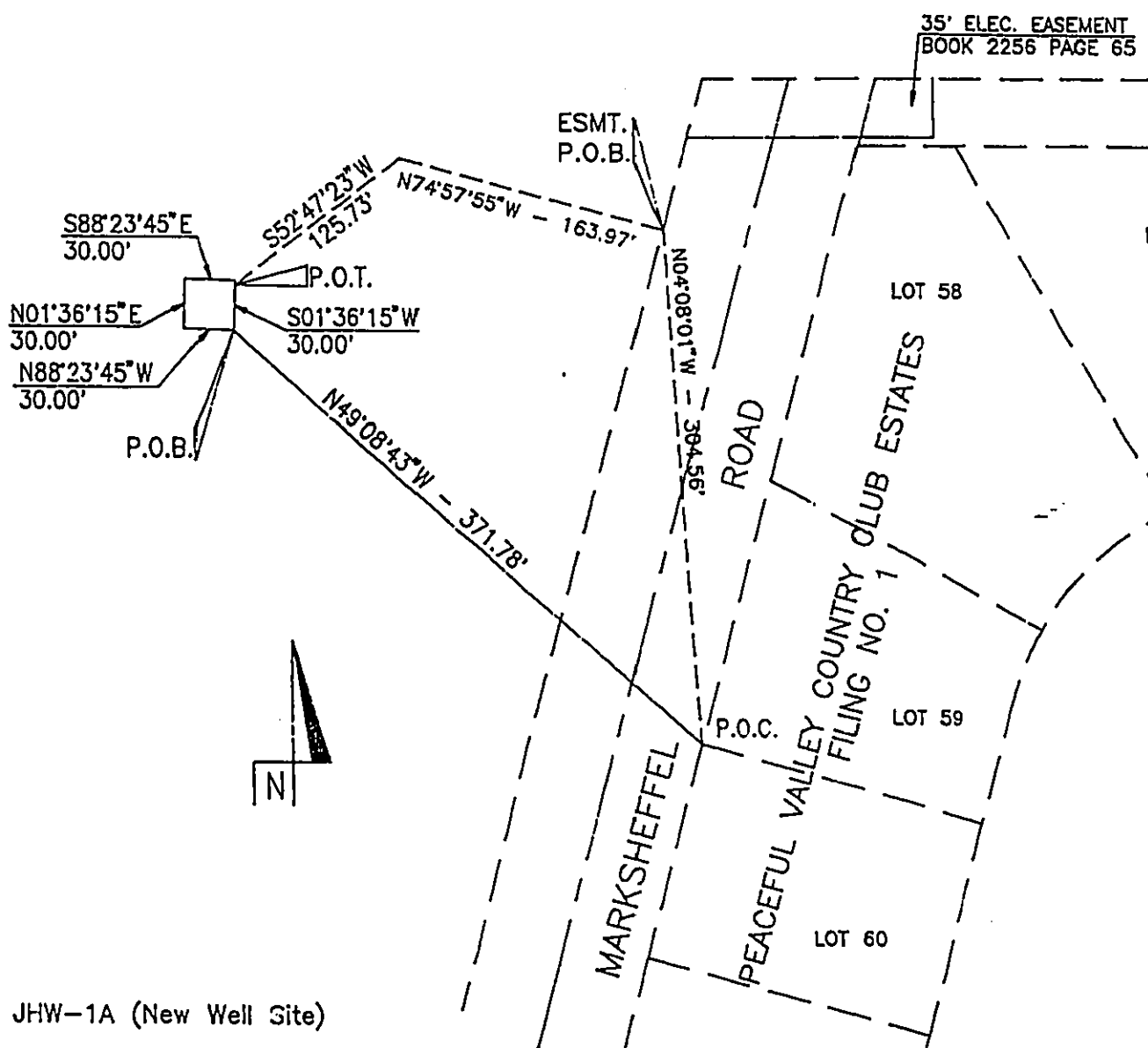


Donette B. Hunter  
Notary Public  
Address: 8721 S. Aberdeen Cir.  
Highlands Ranch CO 80126

WIDEFLDAGRTLL141010.047  
WELLJHW-1A

697048696-5

# WELL JHW-1A



## WELL JHW-1A (New Well Site)

A tract of land located in a portion of Section 22, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the most NorthWesterly Corner of Lot 60, Peaceful Valley Country Club Estates Filing No. 1, as recorded in Plat Book X-2 at Page 55 of the records of the Clerk and Recorder's Office of said county; Thence N49°08'43"W, a distance of 371.78 feet to the Point of Beginning of the tract herein described; Thence N88°23'45"W, a distance of 30.00 feet; Thence N01°36'15"E, a distance of 30.00 feet; Thence S88°23'45"E, a distance of 30.00 feet; Thence S01°36'15"W, a distance of 30.00 feet, to the Point of Beginning. Together with a 20' wide access easement over and across a tract of land as described in Book 2386 at Page 985 of the Clerk and Recorder's Office of said county. Commencing at said NorthWest Corner of said Lot 60: Thence N04°08'01"W, a distance of 304.56 feet to the Point of Beginning of the Centerline of said 20' wide access easement; Thence N74°57'55"W, a distance of 163.97 feet; Thence S52°47'23"W, a distance of 125.73 feet to the Point of Terminus of said Centerline.

6850 MARKSHEFFEL ROAD

Said tract contains 0.0207 acres, more or less.

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

<b>PINNACLE LAND SURVEYING, INC.</b> P.O. Box 38102, Colorado Springs, CO 80937		
TITLE: WELL JHW-1A		DRAWING NO. WELL JHW-1A
SCALE: 1"=100'	DRAWN BY: CAJ	FILE: JHW-1.DWG
DATE: 1/21/96	CHECKED BY: JMT	NO. IN 96007700



**WATER EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Glen Investment Group No. II and Glen Investment Group No. IX, Colorado land owners, whose address is 3 Widefield Boulevard, Security, Colorado 80911, and Mesa Ridge Joint Venture, LLC, a Colorado land developer, whose address is 111 South Tejon Street, Colorado Springs, Colorado 80903 (the "Grantors"), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Seter & Vander Wall, P.C., 7400 East Orchard Road, Suite 3300, Greenwood Village, Colorado 80111 (the "District"), its successors and permitted assigns, a 30 foot wide perpetual nonexclusive easement (the "Easement") to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain buried or underground water improvements and appurtenances thereto (the "Improvements") in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described in Exhibits A thru C attached hereto and incorporated herein by this reference (the "Premises"). Said Easement is granted by the Grantors and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantors shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantors subsequent to the date hereof without the District's consent may be removed by the District at the expense of the Grantors without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantors subsequent to the date of this Easement Agreement.

4. The District shall have the right, subject to the Grantors prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantors during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the

Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantors use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantors shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein are abandoned by the District and any permitted assignee under paragraph 6 hereof by written notice to the Grantors, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantors, its heirs, successors and/or assigns.

8. The Grantors warrants, covenants, grants, bargains and agrees to and with the District that the Grantors are well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full

power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantors further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantors title to the Premises and the Grantors right to make the grant herein described. The Grantors specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against the District in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure, or other means.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantors and the District.

10. The Grantors reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and permitted assigns as described herein, such determination to be made by the District in its reasonable discretion.

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

DATED this 27<sup>th</sup> day of September, 2006.

GRANTOR:

Glen Investment Group No. II, a Colorado land owner

By: Frank C. Watson  
Its: manager

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

The foregoing instrument was acknowledged before this 27<sup>th</sup> day of September, 2006 by its manager FCW Real Estate, LLC, Frank Watson, as manager of FCW Real Estate, LLC.

GRANTOR:

Glen Investment Group No. IX, a Colorado land owner

By: Mark Watson  
Its: Manager

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

The foregoing instrument was acknowledged before this 27<sup>th</sup> day of September, 2006 by its manager JMW Real Estate, LLC, Mark Watson, as manager of JMW Real Estate, LLC.





**EXHIBITS A - C**

Legal Description of Easement  
Attached

**PARCEL #1**  
Reception No. 201114753

**WAYFARER DRIVE**

**MESA RIDGE PARKWAY**

**FMIC DITCH**

**FOUNTAIN MUTUAL IRRIGATION COMPANY DITCH**

**THE GLEN AT WIDEFIELD**  
SORD. P.L. #4  
REC'D  
#203290551

**EXISTING UTILITY EASEMENT**  
Reception No. 205141500

**Glen Investment Group No. IX, LLC**  
Reception No. 201114754

**10' ELEC. COR.**

**P.O.C.**

**P.O.B.**

**Δ=07°04'51"**  
**R=1203.78'**  
**L=148.77'**  
**CB=S81°11'19"E**

**Δ=09°01'38"**  
**R=1702.73'**  
**L=268.27'**  
**CB=N78°21'19"W**

**Δ=04°00'57"**  
**R=10762.06'**  
**L=754.32'**  
**CB=N71°50'02"W**

**Δ=46°15'46"W**  
**121.29'**

**S58°20'53"W**  
**16.44'**  
**N78°55'31"W**  
**178.66'**

**N73°50'30"W**  
**43.12'**

**15.0'**  
**15.0'**  
**30.0'**

**P.O.T.**

**SCALE: 1" = 200'**

**0 50 100 200 400**

**N**

A thirty (30') foot wide easement for utility purposes, located in the Northwest One-quarter (NW1/4) of Section 28, Township 15 South (T15S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, being fifteen (15') feet wide each side of the following described centerline:

Commencing at the Southwest corner of The Glen at Widefield Filing No.4. Said point being also a point on the Southwesterly Right-of-Way line of Wayfarer Drive as recorded under Reception No. 203290551 in the records of the Clerk and Recorder's Office of said County; Thence S46°15'46"W, a distance of 121.29 feet to the Point of Beginning of the centerline herein described:

Thence along the arc of a non-tangential curve to the left, having a central angle of 04°00'57", a radius of 10762.06 feet, an arc length of 754.32 feet, whose chord bears N71°50'02"W; Thence N73°50'30"W, a distance of 43.12 feet; Thence along the arc of a curve to the left, having a central angle of 09°01'38", a radius of 1702.73 feet, an arc length of 268.27 feet; Thence along the arc of a reverse curve to the right, having a central angle of 07°04'51", a radius of 1203.78 feet, an arc length of 148.77 feet; Thence N78°55'31"W, a distance of 178.66 feet; Thence S58°20'53"W, a distance of 16.44 feet to the Point of Terminus of said centerline.

Said easement contains 42,287 S.F. (0.971 acres) more or less.

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

<b>PINNACLE LAND SURVEYING, INC.</b>		
925 W. Cucharas, Colorado Springs, CO 80905		
<b>EXHIBIT A</b>		
<b>30' UTILITY EASEMENT</b>		
SCALE: 1" = 200'	DRAWN BY: MWW	FILE: 06008100esmt.dwg
DATE: 06/14/08	CHECKED BY: JMT	JOB NO. 06008100

# EXHIBIT B

## UTILITY EASEMENT DESCRIPTION:

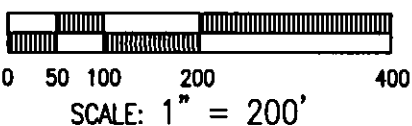
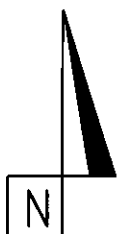
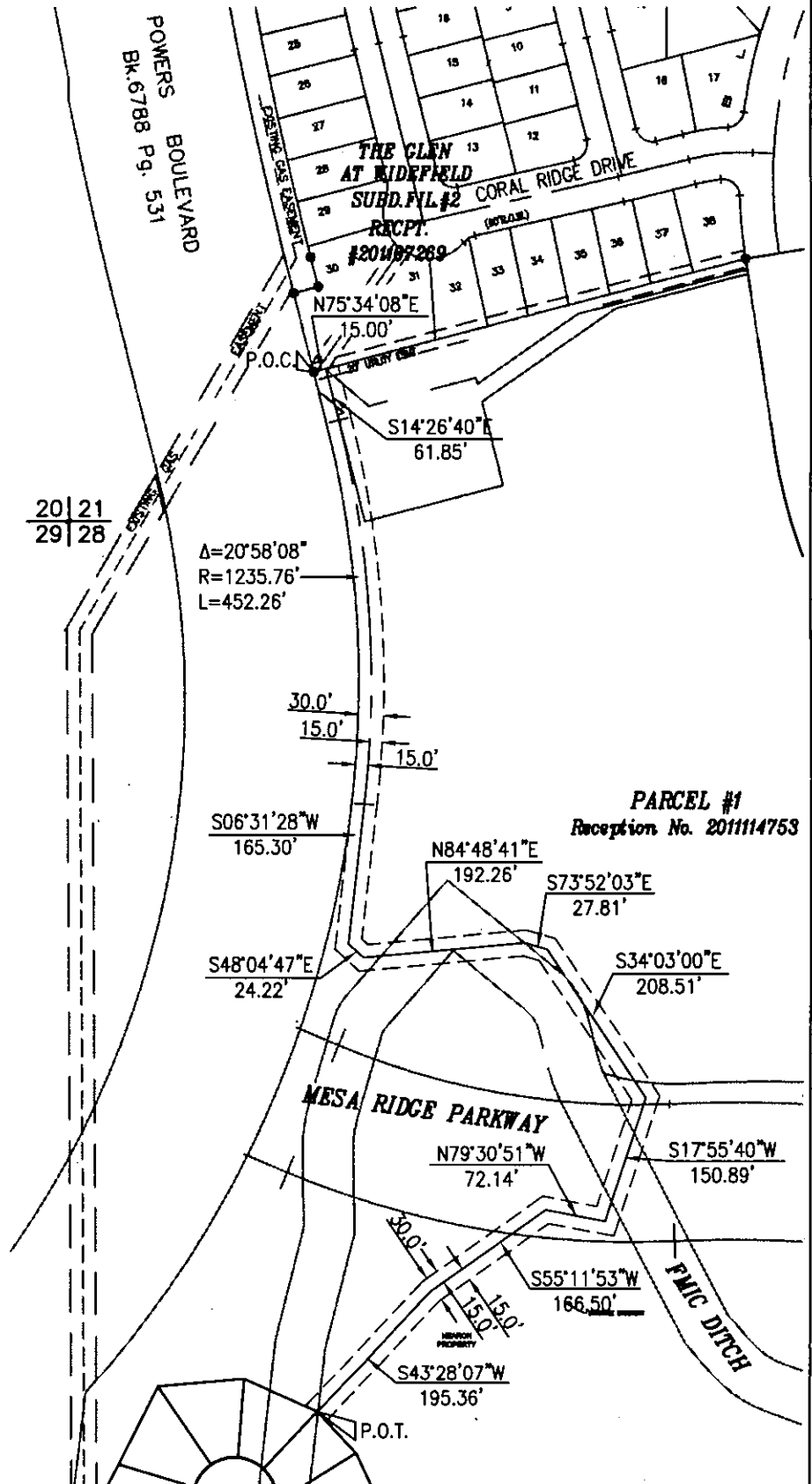
A thirty (30') foot wide easement for utility purposes, located in the Southwest One-quarter (SW1/4) of Section 21 and the Northwest One-quarter (NW1/4) of Section 28, all in Township 15 South (T15S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, being fifteen (15') feet wide each side of the following described centerline:

Commencing at the most Southwest corner of The Glen at Widefield Filing No.2 as recorded under Reception No. 201107269 in the records of the Clerk and Recorder's Office of said County; Thence N75°34'08"E along the Southerly line of said Subdivision, a distance of 15.00 feet to the Point of Beginning of the centerline herein described:

Thence S14°26'40"E, a distance of 61.85 feet;  
Thence along the arc of a curve to the right, having a central angle of 20°58'08", a radius of 1235.76 feet, an arc length of 452.26 feet;

Thence S06°31'28"W, a distance of 165.30 feet;  
Thence S48°04'47"E, a distance of 24.22 feet;  
Thence N84°48'41"E, a distance of 192.26 feet;  
Thence S73°52'03"E, a distance of 27.81 feet;  
Thence S34°03'00"E, a distance of 208.51 feet;  
Thence S17°55'40"W, a distance of 150.89 feet;  
Thence N79°30'51"W, a distance of 72.14 feet;  
Thence S55°11'53"W, a distance of 166.50 feet;  
Thence S43°28'07"W, a distance of 195.36 feet to the Point of Terminus of said centerline.

Said easement contains 51,560 S.F. (1.184 acres) more or less.



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

**PINNACLE LAND SURVEYING, INC.**  
925 W. Cucharras, Colorado Springs, CO 80905

EXHIBIT B 30' UTILITY EASEMENT		
SCALE: 1" = 200'	DRAWN BY: MWW	FILE: 06008100esmt.dwg
DATE: 06/16/06	CHECKED BY: JMT	JOB NO. 06008100

# EXHIBIT C

## UTILITY EASEMENT DESCRIPTION:

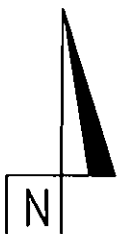
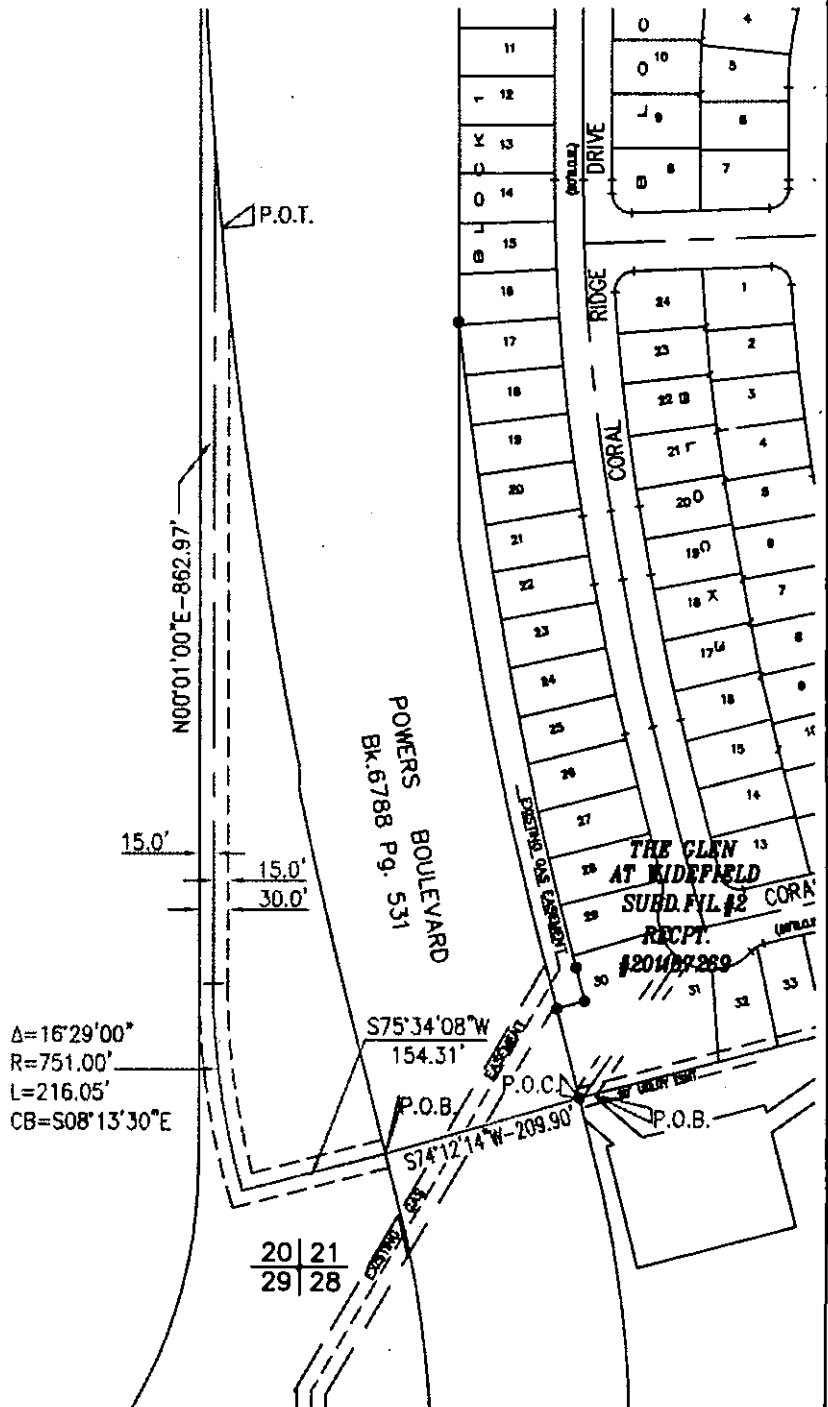
A thirty (30') foot wide easement for utility purposes, located in the Southeast One-quarter (SE1/4) of Section 20, the Southwest One-quarter (SW1/4) of Section 21, all in Township 15 South (T15S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, being fifteen (15') feet wide each side of the following described centerline:

Commencing at the most Southwesterly corner of The Glen at Widefield Filing No.2 as recorded under Reception No. 201107269 in the records of the Clerk and Recorder's Office of said County; Thence S74°12'14"W, a distance of 209.90 feet to a point on the Westerly Right-of-Way line of Powers Boulevard as described in Book 6788 at page 531. Said point being also the Point of Beginning of the centerline herein described:

Thence S75°34'08", a distance of 154.31 feet;  
Thence along the arc of a non-tangential curve to the right, having a central angle of 16°29'00", a radius of 751.00 feet, an arc length of 216.05 feet, whose chord bears N08°13'30"W;

Thence N00°01'00"W, a distance of 862.97 feet to a point on the Westerly Right-of-Way line of said Powers Boulevard, being also the Point of Terminus of said centerline.

Said easement contains 37,676 S.F. (0.865 acres) more or less.



SCALE: 1" = 200'

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

**PINNACLE LAND SURVEYING, INC.**  
925 W. Cucharrae, Colorado Springs, CO 80908

EXHIBIT C 30' UTILITY EASEMENT		
SCALE: 1" = 200'	DRAWN BY: MWW	FILE: 06008100.mxd.dwg
DATE: 06/18/08	CHECKED BY: JMT	JOB NO. 06008100

**SANITARY SEWER EASEMENT AGREEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Glen Investment Group No. II, LLC, a Colorado LLC., whose address is 3 Widefield Blvd, Colorado Springs, CO (the "Grantor"), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Seter & Vander Wall, P.C., 7400 East Orchard Road, Suite 3300, Greenwood Village, Colorado 80111 (the "District"), its successors and permitted assigns a 30 foot wide temporary construction easement as more particularly described in Exhibit B attached hereto and a 20 foot and 10 foot wide perpetual nonexclusive easement (the "Easement") to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain buried or underground sanitary sewer improvements and appurtenances thereto (the "Improvements") in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"). Said Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody

plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District. The District anticipates that future drainage facility easements may overlap the Easement described herein.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein are abandoned by the District and any permitted assignee under paragraph 6 hereof by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,



assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against the District in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure, or other means.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and the District.

10. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and permitted assigns as described herein, such determination to be made by the District in its reasonable discretion.

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

DATED this 13 day of JANUARY, 2010.

GRANTOR:

Glen Investment Group No. II, LLC a Colorado LLC

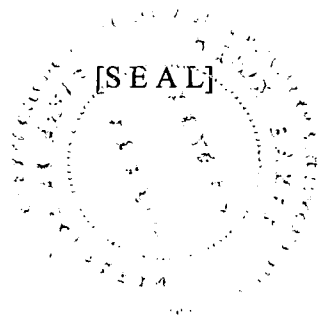
By: [Signature]  
Its: Manager

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

The foregoing instrument was acknowledged before this 13 day of January, 2010  
200 by Frank Watson as Manager, of Glen Investment Group No. II,  
LLC.

Witness my hand and official seal.

My commission expires: 09-24-2011



Dawn Baker  
Notary Public

ACCEPTANCE BY DISTRICT:

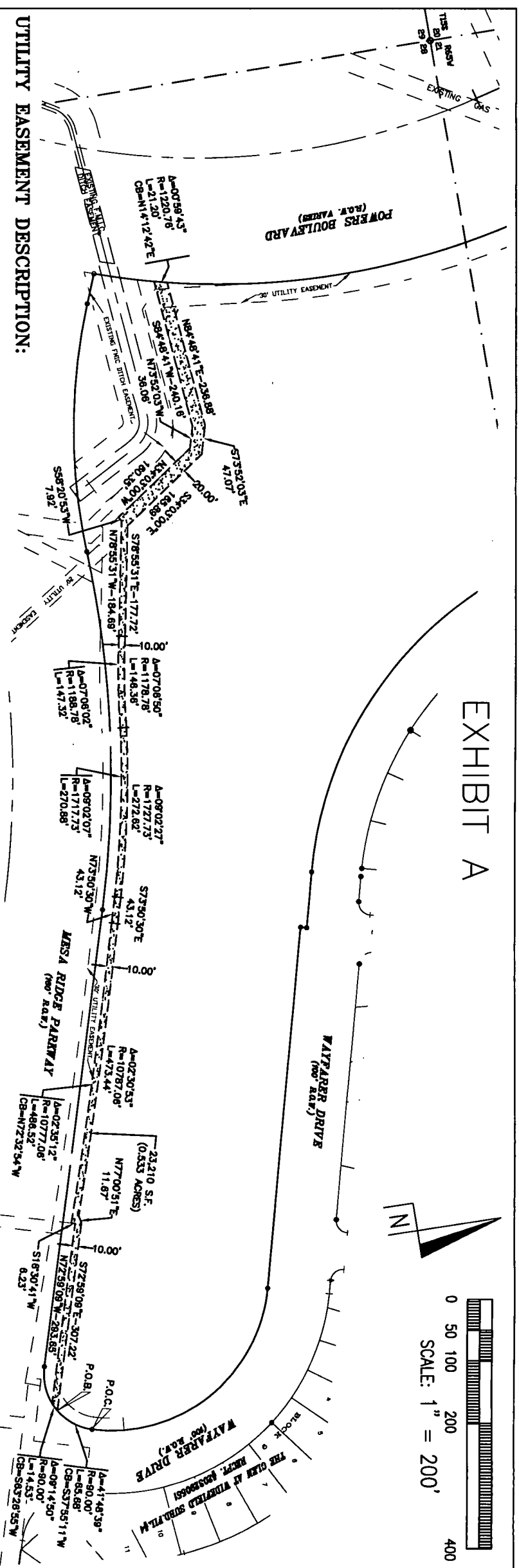
Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By:   
Steve Wilson, Manager

Date: 1-13-2010

**EXHIBIT A**

Legal Description of Easement  
Attached



UTILITY EASEMENT DESCRIPTION:

A utility easement, located in the Northwest One-quarter (NW1/4) of Section 28, Township 15 South (T15S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, Commencing at the Southwest corner of The Glen at Widefield Filing No.4. Said point being also a point on the Southwesterly Right-of-Way line of Wayfarer Drive as recorded under Reception No. 203290551 in the records of the Clerk and Recorder's Office of said County; Thence along said Southwesterly Right-of-Way line along the arc of a curve to the right, having a central angle of 41°48'39", a radius of 90.00 feet, an arc length of 65.68 feet, whose chord bears S7°55'11"W to the Point of Beginning of the easement herein described:

Thence continuing along said Right-of-Way line on the arc of a curve to the right, having a central angle of 09°14'50", a radius of 90.00 feet, an arc length of 14.53 feet, whose chord bears S6°32'26.55"W; Thence N7°25'09.9"W, a distance of 293.65 feet; Thence S16°30'41"W, a distance of 6.23 feet; Thence along the arc of a non-tangential curve to the left, having a central angle of 02°35'12", a radius of 10777.06 feet, an arc length of 486.52 feet, whose chord bears N7°23'54"W; Thence N7°35'03.30"W, a distance of 43.12 feet, Thence along the arc of a curve to the left, having a central angle of 09°02'07", a radius of 1717.73, an arc length of 270.88 feet; Thence along the arc of a reverse curve to the right, having a central angle of 07°06'02", a radius of 1188.78 feet, an arc length of 147.32 feet; Thence N7°8'55.31"W, a distance of 240.16 feet to a point on the Easterly Right-of-Way line of Powers Boulevard; Thence along said Easterly Right-of-Way line on the arc of a non-tangential curve to the left, having a central angle of 00°59'43", a radius of 1220.76 feet, an arc length of 21.20 feet, whose chord bears N14°12'42"E; Thence N8°48'41"E, a distance of 236.88 feet; Thence S7°35'03"E, a distance of 47.07 feet; Thence S34°03'00"E, a distance of 165.89 feet; Thence S7°8'55.31"E, a distance of 177.72 feet; Thence along the arc of a curve to the left, having a central angle of 07°06'50", a radius of 1178.78 feet, an arc length of 146.36 feet; Thence along the arc of a reverse curve to the right, having a central angle of 09°02'27", a radius of 1727.73 feet, an arc length of 272.62 feet; Thence S7°35'03"E, a distance of 43.12 feet; Thence S7°25'09"E, a distance of 307.22 feet to the Point of Beginning.

Said easement contains 23,210 S.F. (0.533 acres) more or less.

For and on Behalf of

Pinnacle Land Surveying Co., Inc.

John W. Townner

P.L.S. #25968

PINNACLE LAND SURVEYING, INC.

928 W. Cuernera, Colorado Springs, CO 80908

EXHIBIT A

UTILITY EASEMENT EXHIBIT

SCALE: 1"=200'

DATE: 12/28/09

DRAWN BY: MMW

CHECKED BY: JMT

FILE: 09001000LDS-ADWG

JOB NO. 09001000

**EXHIBIT B**

Legal Description of Easement  
Attached



A thirty (30') foot wide temporary construction easement, located in the Northwest One-quarter (NW1/4) of Section 28, Township 15 South (T15S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, being fifteen (15') feet each side of the following described centerline:

Commencing at the Southwest corner of The Glen at Widefield Filing No.4. Said point being also a point on the Southwesterly Right-of-Way line of Wayfarer Drive as recorded under Reception No. 203290551 in the records of the Clerk and Recorder's Office of said County; Thence along said Southwesterly Right-of-Way line along the arc of a curve to the right, having a central angle of 30°00'01", a radius of 90.00 feet, an arc length of 47.12 feet, whose chord bears S32°00'52"W to the Point of Beginning of the centerline herein described:

Thence N72°59'09"W, a distance of 322.10 feet; Thence S77°00'51"W, a distance of 11.44 feet; Thence along the arc of a non-tangential curve to the left, having a central angle of 02°29'32", a radius of 10882.06 feet, an arc length of 469.84 feet, whose chord bears N72°35'44"W; Thence N73°50'30"W, a distance of 43.12 feet; Thence along the arc of a curve to the left, having a central angle of 09°02'56", a radius of 1742.73 feet, an arc length of 275.23 feet; Thence along the arc of a reverse curve to the right, having a central angle of 07°08'34", a radius of 1163.78 feet, an arc length of 145.08 feet; Thence N78°55'35"W, a distance of 171.52 feet; Thence N34°03'00"W, a distance of 165.13 feet; Thence N73°52'03"W, a distance of 55.33 feet; Thence S84°48'41"W, a distance of 234.67 feet to the Point of Terminus of said centerline.

**Said easement contains 56,786 S.F. (1.304 acres) more or less.**

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

**PINNACLE LAND SURVEYING, INC.**  
 929 W. Cuernetras, Colorado Springs, CO 80905

<b>EXHIBIT B</b>	
<b>30' TEMPORARY CONSTRUCTION EASEMENT</b>	
SCALE: 1"=200'	FILE: 090010004.DS-B.DWG
DRAWN BY: MMW	
CHECKED BY: JMT	JOB NO. 09001000
DATE: 12/28/09	



222015900

**PRIVATE DETENTION BASIN /  
STORMWATER QUALITY BEST MANAGEMENT PRACTICE  
MAINTENANCE AGREEMENT AND EASEMENT**

Chuck Broerman  
02/01/2022 03:40:01 PM  
Doc \$0.00 10  
Rec \$0.00 Pages

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and SECURITY FIRE PROTECTION DISTRICT (Owner or Developer). The above may occasionally be referred to herein singularly as "Party" and collectively as "Parties."

Recitals

A. WHEREAS, Developer is the owner of certain real estate (the Property) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and

B. WHEREAS, Developer desires to plat and develop on the Property a land use to be known as Security Fire Station No. 4; and

C. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this land use on Developer's promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices ("BMPs") for the land use; and

D. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer's promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

E. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County's Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County's rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and

F. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer's promise to maintain a subdivision's drainage facilities in the event the County does not assume such responsibility; and

G. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions,

Ex-20-004



which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

H. WHEREAS, Developer desires to construct for the land use one (1) detention basin/stormwater quality BMP(s) ("detention basin/BMP(s)") as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County's MS4 Permit, and to operate, clean, maintain and repair such detention basin/BMP(s); and

I. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is to be established by a Subdivision Exemption Plat and to be known as Security Fire Station No. 4, as indicated on the Subdivision Exemption Plat, and as set forth on Exhibit A attached hereto; and

J. WHEREAS, Developer shall be charged with the duties of constructing, operating, maintaining and repairing the detention basin/BMP(s) on the portion of the Property described in Exhibit B; and

K. WHEREAS, it is the County's experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

L. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this land use due to the Developer/Owner's failure to meet its obligations to do the same; and

M. WHEREAS, the County conditions approval of this land use on the Developer's promise to so construct the detention basin/BMP(s), and further conditions approval on the Owner's promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

N. WHEREAS, the County could condition land use approval on the Developer's promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer/Owner's promises contained herein; and

O. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Developer's grant herein of a perpetual Easement over the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

P. WHEREAS, given that the Owner could potentially avoid liability hereunder by dissolving and reforming as a different entity, and given the difficulties inherent in collecting an unsecured promise, the County, in order to secure performance of the promises contained herein,

conditions approval of this land use upon the Developer's creation, by and through this Agreement, of a covenant running with the land upon the Property.

### Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: Developer/Owner agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon itself, its successors and assigns.

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, one (1) detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. In cases where a subdivision is not required, the one year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project and shall have the right to seek reimbursement from the Developer/Owner and its successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Developer/Owner agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the

structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Developer/Owner hereby grants the County a non-exclusive perpetual easement upon and across the Property described in Exhibit B. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer/Owner and its successors and assigns, that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer/Owner agrees and covenants, for itself, its successors and assigns, that it will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Land Use/Land Disturbance Approval: Developer/Owner's execution of this Agreement is a condition of land use/land disturbance approval.

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

9. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be

submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer/Owner agrees, for itself, its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer/Owner, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer/Owner shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer/Owner, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. Applicable Law and Venue: 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, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.



IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this 6 day of JANUARY, 2022 by:

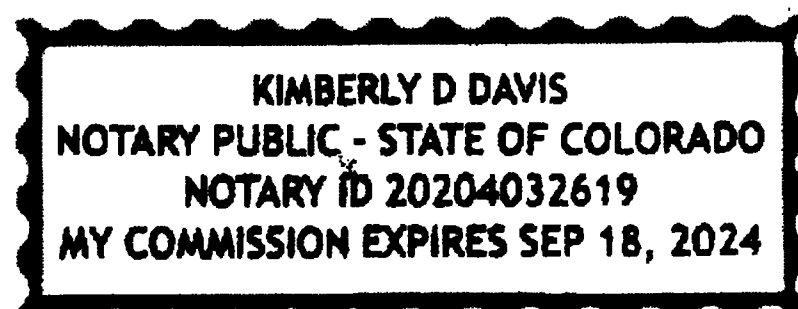
SECURITY FIRE PROTECTION DISTRICT

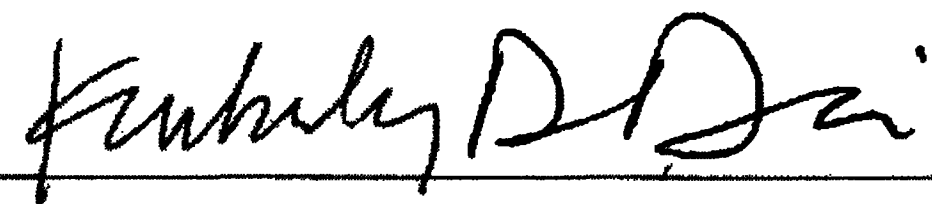
By:   
David Girardin, Fire Chief

The foregoing instrument was acknowledged before me this 6 day of JANUARY,  
2022, by David Girardin, as Fire Chief of Security Fire Protection District.

Witness my hand and official seal.

My commission expires: 9/18/2024

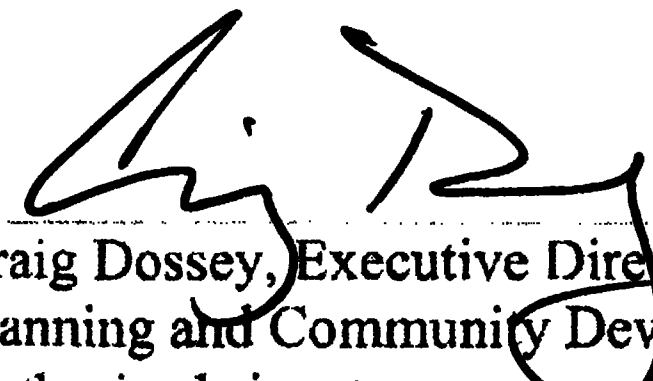


  
Notary Public

Executed this 24<sup>th</sup> day of January, 2022 by:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By:

  
Craig Dossey, Executive Director  
Planning and Community Development  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January,  
2022, by Craig Dossey, Executive Director of El Paso County Planning and Community  
Development Department.

Witness my hand and official seal.

My commission expires: April 16, 2025

  
Notary Public

Approved as to Content and Form:

  
Assistant County Attorney

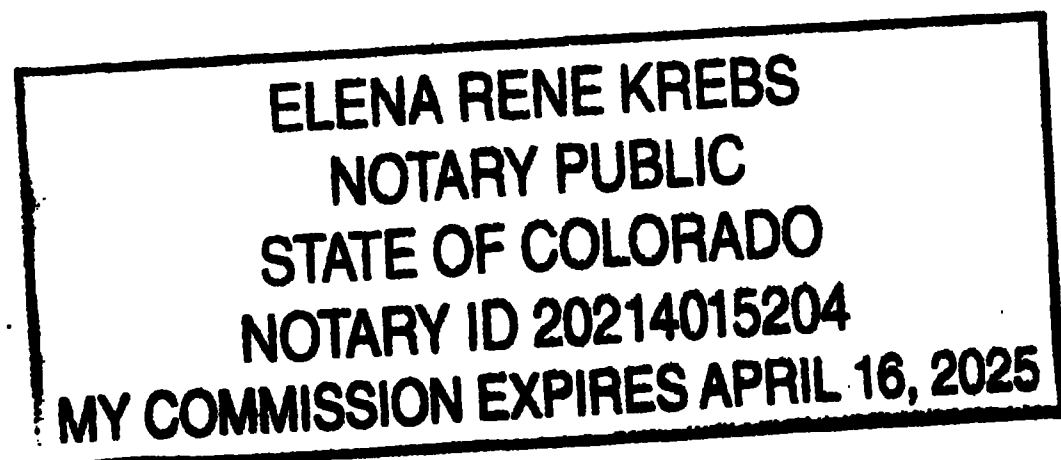


EXHIBIT "A" (pg 1 of 1)

**PROPERTY DESCRIPTION:**

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 28, TOWNSHIP 15 SOUTH (T15S), RANGE 65 WEST (R65W) OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18, THE GLEN AT WIDFIELD SUBDIVISION FILING NO. 4 AS RECORDED IN RECEPTION NO. 203290551 OF THE RECORDS OF EL PASO COUNTY, COLORADO, WHOSE NORTHWEST BEARS N14°53'47"E, 119.83 FEET (BASIS OF BEARING), THENCE S47°10'21"W, 91.08 FEET TO A POINT ON THE SOUTHERLY LINE OF WAYFARER DRIVE AND THE TRUE POINT OF BEGINNING;

THENCE S20°45'22"W, 340.03 FEET TO A POINT ON THE NORTHERLY LINE OF MESA RIDGE PARKWAY;

THENCE 84.91 FEET ALONG THE NORTHERLY LINE OF SAID MESA RIDGE PARKWAY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF 02°53'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS N80°50'41"W, 84.90 FEET;

THENCE N00°54'03"E, 327.91 FEET;

THENCE N37°19'45"E, 77.02 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID WAYFARER DRIVE;

THENCE 175.00 FEET ALONG THE SOUTHERLY LINE OF SAID WAYFARER DRIVE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 16°34'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS S60°57'28"E, 174.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 52,731 SF. (1.211 ±) ACRES MORE OR LESS.

**EXHIBIT "B"** (pg 1 of 2)

**LEGAL DESCRIPTION: (DETENTION POND EASEMENT)**

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 28, TOWNSHIP 15 SOUTH (T15S), RANGE 65 WEST (R65W) OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18, THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 4 AS RECORDED IN RECEPTION NO. 203290551 OF THE RECORDS OF EL PASO COUNTY, COLORADO, WHOSE NORTHWEST BEARS N14°53'47"E, 119.83 FEET (BASIS OF BEARING), THENCE S47°10'21"W, 91.08 FEET TO A POINT ON THE SOUTHERLY LINE OF WAYFARER DRIVE, THENCE S20°45'22"W, 195.11 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUEING S20°45'22"W, 144.92 FEET TO A POINT ON THE NORTHERLY LINE OF MESA RIDGE PARKWAY;

THENCE 84.91 FEET ALONG THE NORTHERLY LINE OF SAID MESA RIDGE PARKWAY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF 02°53'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS N80°50'41"W, 84.90 FEET;

THENCE N00°54'03"E, 172.23 FEET;

THENCE S69°14'38"E, 141.66 FEET TO THE **TRUE POINT OF BEGINNING**.

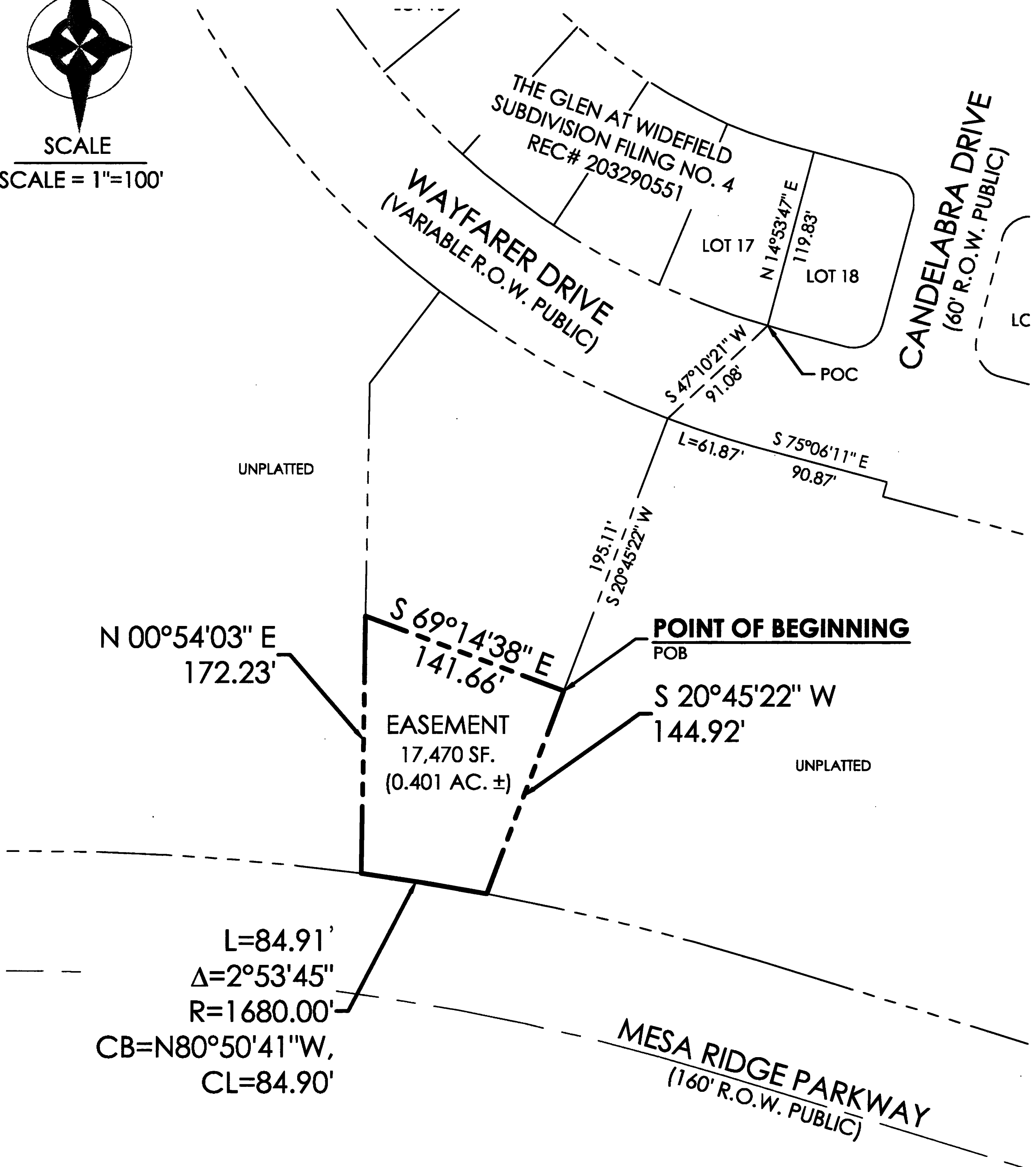
CONTAINING 17,470 SF (0.401 ±) ACRES MORE OR LESS.



# EXHIBIT "B" (pg 2 of 2)



SCALE  
SCALE = 1"=100'



## GRANT OF RIGHT OF WAY

Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision of the County of El Paso, State of Colorado, hereinafter called the “Grantor”, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, grants to Mountain View Electric Association, Inc., a Colorado Corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the “Grantee”, its successors and assigns, and warrants title thereto, the easement and right-of-way to construct, maintain, change, renew, relocate, enlarge and operate its line or lines for the transmission and distribution of electrical energy and the monitoring and control thereof, including the necessary conduits, wires, and fixtures and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such transformers, switch cabinets, voltage regulators and other above-ground apparatus, together with a telephone and/or telecommunications line (including but not limited to fiber optic cables) for use by Grantee, and to install, maintain, or own, or permit any commercial broadband supplier, including a broadband affiliate, to install, maintain, or own, fiber-optic cable for communication and broadband purposes, attached facilities for operation by a commercial broadband supplier, including a broadband affiliate, in providing commercial broadband service; and to lease or otherwise provide to a commercial broadband supplier, including a broadband affiliate, any excess capacity of attached facilities for purposes of providing commercial broadband service, as may be found advisable, together with the right of ingress and egress across Grantor’s property for any purpose necessary in connection therewith, over, upon, under and along a strip of land owned by Grantor, located in the following described real property situate in the County of El Paso, State of Colorado.

Grantor is the owner that certain real property described below:

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 28, TOWNSHIP 15 SOUTH (T15S), RANGE 65 WEST (R65W) OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL #1 AS DESCRIBED IN THE DEED RECORDED IN RECEPTION NO. 201114753 OF THE RECORDS OF EL PASO COUNTY, COLORADO

COMMENCING (POC) AT THE SOUTHWEST CORNER OF LOT 18, THE GLEN AT WIDFIELD SUBDIVISION FILING NO. 4 AS RECORDED IN RECEPTION NO. 203290551 OF THE RECORDS OF SAID EL PASO COUNTY, THENCE S47°10'21"W, 91.08 FEET TO A POINT ON THE SOUTHERLY LINE OF WAYFARER DRIVE AND THE POINT OF BEGINNING (POB):

THENCE S20°45'22"W, A DISTANCE OF 309.17 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL #1;

THENCE WESTERLY, 95.27 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH AND ALONG THE SOUTHERLY LINE OF SAID PARCEL #1, SAID ARC HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF 3°14'57" AND BEING SUBTENDED BY A CHORD THAT BEARS N81°54'02"W, 95.25 FEET;

THENCE N00°54'03"E, A DISTANCE OF 299.13 FEET;

THENCE N31°19'45"E, A DISTANCE OF 77.02 FEET TO A POINT ON THE SOUTH LINE OF SAID WAYFARER DRIVE;

THENCE SOUTHEASTERLY, 175.00 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AND ALONG THE SOUTHERLY LINE OF SAID WAYFARER DRIVE, SAID ARC HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 16°34'23" AND BEING SUBTENDED BY A CHORD THAT BEARS N60°57'28"W, 174.39 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1.150 ACRES (50.074 SF) MORE OR LESS.

An easement twenty (20) feet in width, being ten (10) feet on either side of the centerline of Grantee’s facilities within said real property.

See **Exhibit “A”** attached hereto and incorporated herein by reference

Notwithstanding the depiction of the easements granted herein in **Exhibit A**, utilities as installed to become centerline of said easement.

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

Grantor further grants unto the Grantee the right, privilege and authority to grant, permit or license any other public utility, cable television or private communications company to occupy and maintain its facilities within, over, upon, under and along the above described strip of land.

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

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

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

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

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

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

ACKNOWLEDGEMENT

Executed this 13 day of July, 2022

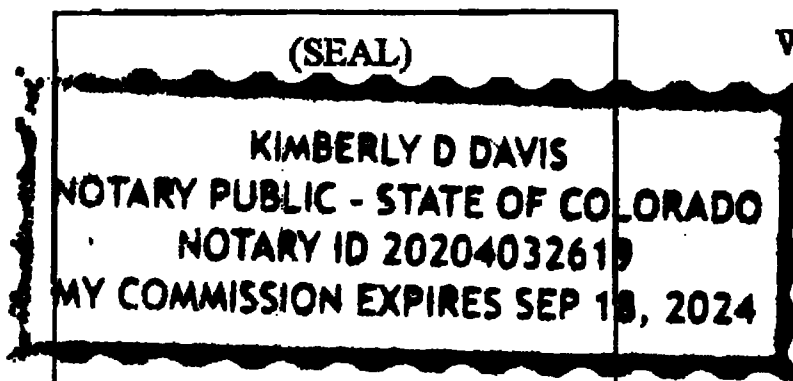
STATE OF COLORADO )

) ss.

COUNTY OF El Paso )

X [Signature]  
Name: David Girardin  
Title: Fire Chief

The within instrument was acknowledged before me this 13 day of July, 2022  
by David Girardin as Chief of Security Fire Protection District  
(Print the name(s) signed above)



WITNESS my hand and official seal

22-1321  
Work Order No.

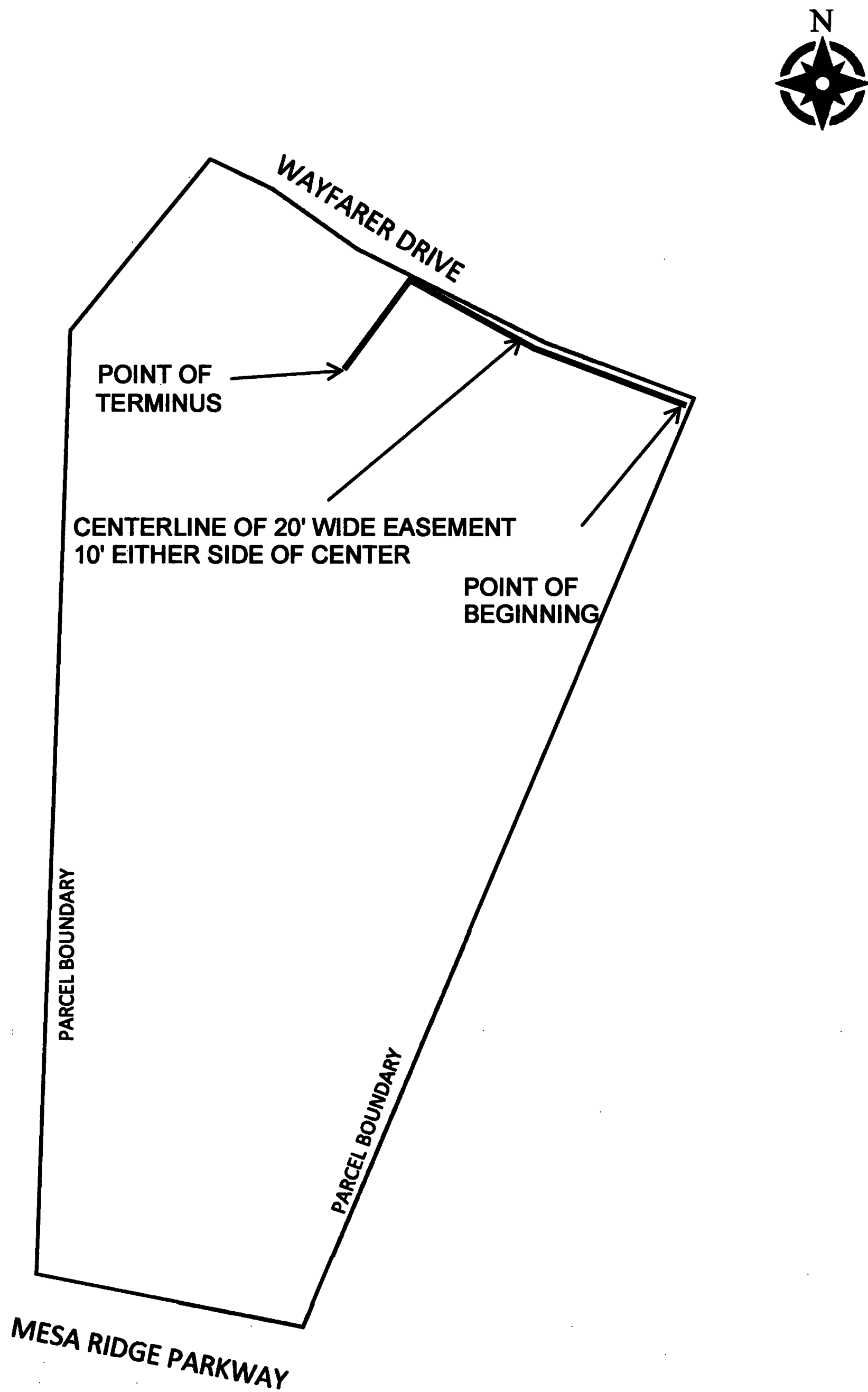
Kimberly D Davis  
Notary Public

My Commission Expires 9/18/2024

## EXHIBIT "A"

EXHIBIT "A" attached to and made a part of that certain Mountain View Electric Association, Inc. Right-of-Way Easement dated 13th day of July 2022, by and between **Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision**, Grantor, and Mountain View Electric Association Inc., a Colorado Corporation, Grantee, granting an easement twenty (20) feet in width, being ten (10) feet on either side of the centerline of Grantee's facilities, the approximate location of which is as depicted below, across the following property:

Being a parcel of land more particularly described in Special Warranty Deed dated 29<sup>th</sup> day of June, 2021, and recorded 09<sup>th</sup> day of June, 2022, in the El Paso County Clerk and Recorder's office at Reception no. 222019878



**THIS DRAWING IS NOT TO SCALE AND WAS NOT PREPARED BY A LICENSED SURVEYOR.  
NO LEGAL MONUMENTS WERE USED IN ITS PREPARATION.**



## LANDSCAPE COMPLETION AGREEMENT

THIS AGREEMENT, entered between Security Fire Department, hereinafter called the "Owner/ Developer," and El Paso County, as represented by its Planning and Community Development (PCD), hereinafter called the "County," shall become effective upon the date of approval of the Site Development Plan/Site Plan (including the Landscape Plan) by the PCD. This agreement shall terminate at the time of the completion of the landscape installation as approved on the Landscape Plan.

WHEREAS, Table 5.1 of the El Paso County Land Development Code identifies the requirement for Site Development Plan or Site Plan approval prior to establishing certain land uses; and

WHEREAS, Section 6.2.2 of the El Paso County Land Development Code identifies landscaping requirements to be satisfied in conjunction with establishing or modifying a land use where either a Site Development Plan or Site Plan are required; and

WHEREAS, a Landscape Plan is a component of Site Development Plan or Site Plan utilized to establish compliance of the proposed landscaping with the various LDC landscaping standards; and

Whereas, the Site Development Plan/ Site Plan for this property was approved by the PCD on May 17, 2021 under File Number PCD File #PPR -20-029, and included a Landscaping Plan; and

Whereas, the Landscape Plan associated with PCD File #PPR-20-029 was amended and approved by the PCD Executive Director on January 11, 2023 under File Number PCD File #COM-22-059, and

WHEREAS, Section 6.2.2.G.2.i of the El Paso County Land Development Code provides that all required landscaping be completed, inspected, and approved prior to the issuance (or authorization) of a Certificate of Occupancy or establishment of the use, except where surety acceptable to the Planning and Community Development Department Director guaranteeing the completion of the landscaping is provided, but also allows for acceptable assurances to be provided by an Owner/ Developer in the event the Owner/ Developer wishes to occupy the proposed structure prior to the installation of the required landscape improvements previously approved by the PCD; and

WHEREAS, the Owner/ Developer is the owner of property affected by said regulation located at 7600 Wayfarer Drive, Colorado Springs, CO 80925 (street address) and more particularly described as A tract of land located in the Northwest one-quarter of section 28, township 15 South, Range 65 West of the 6<sup>th</sup> P.M., El Paso County, Colorado: and  
(Legal Description)

WHEREAS, the Owner/ Developer wishes to supply surety in the form of Subdivision Performance Bond (insert one of the following:)

- a) An Irrevocable Letter of Credit from \_\_\_\_\_  
in the amount of \$ \_\_\_\_\_
- b) Cashier's check in the amount of \$ \_\_\_\_\_
- c) Certificate of Deposit for the amount of \$ \_\_\_\_\_
- d) Subdivision Performance Bond of \$60,000.00
- e) (Any method other than that identified in a), b), c) and d) above must be a method acceptable to the Board of County Commissioners.

in order to occupy the proposed structure prior to the installation of the landscaping.

**EXHIBIT A**

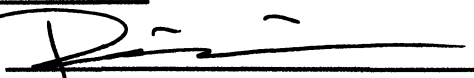
**ESTIMATE OF GUARANTEED FUNDS  
Landscaping Improvements**

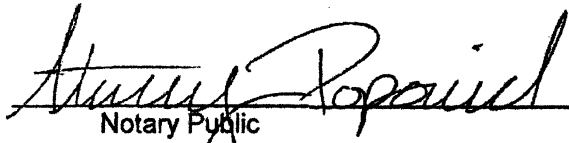
Landscaping improvements are as follows:


ITEM	TOTAL COST
1. Erosion Control Blanketing	\$6475.00
2. Irrigation	\$13,480.00
3. Compost (2cy/1000sf)	\$6500.00
4. Metal Edging	\$247.50
5. Trees, shrubs, and plantings	\$11,200.00
6. 1.5" Royal Granite	\$5250.00
7. Mulch	\$5000.00
8. Herbicide, fertilizer, & pre-emergents	\$700.00
9. Seeding	\$1850.00
10. Mobilization	\$650.00
11. Road base in detention pond	\$2200.00
<b>TOTAL</b>	<b>\$ 53,552.50</b>

Estimate prepared by: TRAX Construction Landscaping Division/TN Parker Construction, LLC.

Date: 17<sup>th</sup>

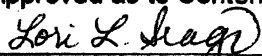
Approved by Owner/Developer:  Date: 4-17-23

  
Notary Public

  
Executive Director  
Planning and Community Development Department

Date 4/28/23

Approved as to Content and Form:

  
Assistant County Attorney

THEREFORE, IT IS HEREBY AGREED:

1. The Owner/ Developer will construct and install, at its own expense, all of the landscape improvements as indicated upon the Landscape Plan approved by the Planning and Community Development said improvement costs attached hereto as "Exhibit A."
2. To secure and guarantee performance of its obligations as set forth herein, the Owner/ Developer is hereby providing surety in an amount covering all of the costs of material and labor associated with the Landscaping Plan. The surety shall be in the form of **Performance Bond**, negotiable for the amount of **\$60,000.00**, and shall extend for a period of at least ten (10) months, from the date of Site Development Plan/ Site Plan (including the Landscape Plan) approval until **January 31, 2024** (date).
3. Upon installation of the landscaping as indicated upon the Landscape Plan (approved by the PCD) and subsequent to inspection by the El Paso County for compliance with said Landscape Plan (or certification of by a landscape architect of compliance if authorized by the Planning and Community Development Department Director), the surety provided will be released upon written request from the Owner/ Developer.
4. Should the required landscape improvements not be installed within the thirty (30) days prior to the expiration of this Agreement to guarantee surety, the PCD may request release from the Board of County Commissioners of the surety.
5. Should the Owner/ Developer fail to install the landscape improvements (as indicated upon Exhibit A) within the specified time frame, the Owner/ Developer authorizes right-of-entry onto the property by the PCD and others that may be necessary to install said improvements in order to fulfill the requirements of this Agreement.
6. A Final Certificate of Occupancy may be authorized by the PCD based upon this completion agreement; however conditions may be placed upon that approval and failure to comply with the approved Landscape Plan, this agreement, or any conditions placed upon the issuance of the Certificate of Occupancy may be considered violations of the LDC pursuant to Chapter 11 of the LDC.

Signed and acknowledged this 17<sup>th</sup> day of APRIL, 2023.

**STACEY POPOVICH**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20094028366**  
**MY COMMISSION EXPIRES 05/28/2026**

[Signature]

Owner/ Developer

**400 Security Blvd., Security, CO 80911 (719) 392-3271**  
(Address and Telephone Number)

Subscribed, sworn to and acknowledged before me this 17<sup>th</sup> day of April, 2023, by the parties above named.

My commission expires: 5/28/26



## **SUBCONTRACT AGREEMENT**

THIS AGREEMENT dated the 21<sup>st</sup> day of February, 2023 by and between Trax Construction, Inc., hereinafter called the Subcontractor, and TN Parker Construction, LLC, hereinafter called the Contractor, is for work to be performed on Security Fire Station No. 4 hereinafter called the Project, located at 7600 Wayfarer Drive, Colorado Springs, CO 80925, for the use and benefit of Security Fire Department, hereinafter called the Owner, in complete accordance with plans prepared by Orsillo Design, hereinafter called the Architect. The parties hereby covenant and agree as follows:

### **Project Documents Acknowledgement:**

1. Project drawings titled "Security Fire Station No. 4". The specific sheet count and dates (including revision dates) are included as Attachment A to this subcontract.

### **Description of the work by the Subcontractor:**

1. Provide all equipment, material and labor, including supervision as required to complete the work of this subcontract in accordance with the project documents to the satisfaction of the Owner, Architect and General Contractor.
2. Provide all samples, submittals, shop drawings, and closeout documentation in accordance with the project documents to the satisfaction of the Owner, Architect and General Contractor.
3. Provide a safety book to the onsite field superintendent including safety procedures and MSDS sheets of chemicals located on site.

### **Specific Inclusions:**

1. Furnish and plant all trees, shrubs, and plantings as shown on plan sheets LS-1 and LS-2 (revision date 12/16/2022)
2. Furnish and install all roll top galvanized edging, weed barrier fabric, decorative rock, topsoil, and compost/fertilizer as per plans and planting requirements.
3. Furnish and install native seeding and erosion control blankets as required at seeded areas and in detention pond.
4. Furnish labor & equipment to place road base in detention pond (Material NOT incl in this subcontract as it may be furnished by Owner)
5. Provide and install drip irrigation system for all plantings including "as built" drawings for irrigation system.
6. Subcontractor must maintain a safety/MSDS book on site relevant to their trade/scope of work.
7. Detailed closeout documents with maintenance and warranty information. Electronic submission is preferred.

### **Unit Prices:**

The following unit prices are not included in the lumpsum contract pricing but shall apply for additional work as required if required:

1. Seeding outside of property if requested - \$0.10/sf
2. Erosion control blanketing outside of property if requested - \$0.35/sf
3. Furnish road base for detention pond if requested - \$600.00

1. The Subcontractor agrees to furnish all labor, materials, equipment, supervision, layout and scaffolding and perform all work as hereinafter described in accordance with the general conditions, special conditions, specifications and Contract Documents between the Contractor and the Owner. The Subcontractor hereby agrees to be bound to the Contractor by the same terms and to the same extent as the Contractor is bound to the Owner under the Contract Documents. Subcontractor agrees to perform this Agreement strictly in accordance with the terms of this Agreement and the Contract Documents subject to approval and acceptance of Subcontractor's work according to the Contract Documents. The Subcontractor, by its execution of this Agreement acknowledges that it has fully examined the Contract Documents and has had all questions answered to its satisfaction by the Architect/Engineer and Contractor. Where a provision of this Agreement is inconsistent with the Contract Documents, the more stringent requirement shall apply. Subcontractor agrees at the time of entering into this Agreement that no substitutions, except those as accepted by the Architect in writing, were contemplated in arriving at the amount of this Agreement. This Agreement is the sole agreement between the parties and supersedes any proposals, bids, negotiations or other agreements between the parties relating to the project covered by the Contract Documents, unless specifically included above.

2. The Subcontractor shall not commence work under this Subcontract until it has obtained, at its own cost and expense, all of the insurance required under the Contract Documents or the insurance with minimum limits of liability and coverage as stated below, whichever are greater, and delivered to Contractor certificates of insurance demonstrating the existence of coverage with insurance companies acceptable to the Contractor. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. All certificates of insurance shall clearly identify any policy exclusions for EFIS, mold or other exposures customarily covered by standard insurance policies. The policies of insurance shall include:

a. Worker's Compensation and Employers Liability Insurance as required by applicable State Laws for all of its employees to be engaged in work at the site of the project. Subcontractor shall require the sub-subcontractor(s) similarly to provide such insurance.

b. Comprehensive General Liability Insurance (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate. The Annual Aggregate Limit shall apply separately to each project. The CGL coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. The Contractor, Owner and all other parties required by the Contract Documents, shall be included as additional insureds on the CGL. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or approved to, the additional insured. Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

c. Automobile Liability Insurance with limits of at least \$1,000,000 each accident, with coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Contractor, Owner and all other parties required by the Contract Documents, shall be included as additional insured's on the auto policy.

d. Umbrella Liability Insurance with limits of at least \$1,000,000, and must include as insured all entities that are additional insured's on the CGL. Umbrella coverage for such additional insured's shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's other than the CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.

e. Professional Liability / Errors & Omissions coverage with limits of \$1,000,000 if Design-Build services are rendered as a part of this agreement.

f. Contractor reserves the right to require Subcontractor to furnish in the full amount of this Agreement on forms approved by Contractor performance and payment bonds executed by a

surety authorized to do business in the State of Colorado or the state where the project is located and reasonably acceptable to Contractor. Unless the requirement for bonds was included in the information provided to Subcontractor at the time this Agreement, the cost of such bonds shall be paid by Subcontractor and presented to Contractor for payment as a separate line item on the schedule of values.

g. If provided for in the Contract Documents, the Contractor or the Owner shall effect and maintain Builders Risk Insurance upon the entire Work at the Site to the full insurable value thereof. The insurance shall insure against fire and those perils normally insured under so-called "all risk" policy insuring the risks of direct physical loss. Any deductible shall be apportioned amongst the parties involved in the loss unless provided otherwise in the Contract Documents. This insurance does not apply and the Contractor shall not be responsible for loss of or damage to: (a) any materials or equipment to be incorporated into the Work and not situated at the job site, (b) tools, equipment, appliances or other personal property owned, leased, or used by the Subcontractor or anyone employed by them in the performance of the Work, however caused. To the extent covered by the Builders Risk Policy, the Subcontractor and all sub-subcontractors waive any claim against the Owner and Contractor for damages covered by the Builders Risk Policy.

3. The Contractor agrees to pay the Subcontractor for the performance of its work the total sum of:

Proposal amount: **\$52,953.00** (Fifty Two Thousand Nine Hundred Fifty Three Dollars and Zero Cents).

These amounts are in current funds, subject to additions and deductions for changes as may be agreed upon, and to make payment on account thereof promptly in accordance with the following provisions:

a. The Subcontractor shall submit to the Contractor a schedule of values for all work covered by this Agreement within ten (10) days of the date of this Agreement. All billings shall be submitted to the Contractor on forms approved by the Contractor not later than the 25<sup>th</sup> day of each month including work to be completed during that month. Late requests, or requests not in proper format, will not be processed unless corrected and will then be processed the following month.

b. No payment under this Agreement will be considered due until five (5) days after receipt by Contractor of such payment from the Owner, and only when all conditions of this Agreement relative to sales tax information, payroll reporting requirements, insurance certificates, bond requirements, progress statement format and procedures, previous payment certification, release of claims and satisfactory rate of progress have been met. The Owner's payment to Contractor for the work is a condition precedent to Contractor's obligation to make progress payments or final payment to the Subcontractor and Subcontractor agrees to share this credit risk with Contractor. Should Owner's non-payment be due to the deficient, incomplete, non-conforming or otherwise substandard work of others and not of Subcontractor, then Contractor shall, a reasonable time after Owner has credited Contractor with performance of the work by Subcontractor, be obliged to pay Subcontractor for its work.

c. Unless a different amount is stated in this Agreement, a ten percent (5%) retention shall be held on all payment applications until final payment is made by Owner.

d. The Contractor reserves the right to withhold from any payment due hereunder a reasonable amount to protect the Contractor pending satisfactory settlement of any legitimate back charges by the Contractor, or claims or disputes involving subcontractors wherein the Contractor is directly or indirectly an interested party.

e. The Subcontractor shall receive final payment only when the entire work described herein is completed and accepted by the Owner. Acceptance of work or making final payment

shall not relieve Subcontractor of any liability for defects in work which thereafter may be discovered.

f. The Subcontractor agrees that monies received for the performance of this Agreement shall be held in trust as required by Colorado Law and used first for payment of labor, equipment and materials for this Agreement and said monies shall not be diverted to satisfy obligations of the Subcontractor on other contracts or for other purposes. Contractor reserves the right to disregard any assignment of Subcontractor's payment rights to a third party if necessary to carry out the requirements of this Article.

g. The Subcontractor agrees to pay not less than the scale of wages prescribed in the Contract Documents, or not less than the scale prescribed by law in case the Contract Documents provide no such scale. Subcontractor shall provide certified payroll information to the extent required in the Contract Documents.

4. The Subcontractor agrees that time is of the essence in the performance of this Agreement. Subcontractor will keep itself fully informed as to the progress of the job, begin work within seven (7) days after notification by the Contractor, prosecute the work continuously and without interruption with all necessary speed to complete the entire scope of work covered by this Agreement in accordance with the project schedule. If liquidated damages are provided for in the Contract Documents, the Subcontractor agrees to reimburse the Contractor for any liquidated damages that may be assessed against the Contractor which are attributable to or caused by the Subcontractor's failure to perform this Agreement. Contractor shall provide the project schedule and all project schedule updates to Subcontractor and Subcontractor shall be bound by such schedules unless objected to in writing by Subcontractor within five (5) calendar days. The Subcontractor agrees to prosecute its work, and the several parts thereof at such times and in such order as the Contractor considers necessary to keep the same sufficiently in advance of the other parts of the project and to avoid any delay in the completion of the construction as a whole. The Subcontractor acknowledges that it may be required to perform work out of the sequence originally planned as required by Contractor to maintain the progress of the project. Subcontractor agrees it has anticipated certain reasonable delays and disruptions as part of the Subcontract price to the extent customary in a project of the nature being undertaken by Contractor.

5. Should the Subcontractor fail to provide sufficient materials, equipment, or workmen to meet the work schedules, become insolvent or unable to perform, refuse to follow the plans and specifications or in any other way fail to act in accordance with the terms hereof, it is agreed the Contractor shall have the right to:

a. Terminate this Agreement in accordance with applicable provisions of the Contract Documents after three (3) days written notice and right to cure given the Subcontractor as provided herein.

b. Withhold payments on account of labor and material already furnished until such time as satisfactory progress is resumed and maintained.

c. Upon two (2) days written notice and right to cure given to the Subcontractor as provided herein, hire additional workmen, purchase materials, rent equipment or employ others to perform such portions of the work under this Agreement and for the account of the Subcontractor, without terminating this Agreement.

d. Notwithstanding any other provision contained elsewhere herein, and superseding any contrary term expressed herein, the Subcontractor agrees that in the event of any picket or other form of labor dispute at the construction site, whether that dispute or picket is in connection with the Contractor, the Subcontractor, the Owner, or any other contractor or subcontractor on this construction site, the Subcontractor will continue the performance of the work included herein, without interruption or delay. As a result of such picket or other form of labor dispute, the Contractor may terminate the services of said Subcontractor after giving forty-eight (48) hours

written notice of intent to do so. The terminated Subcontractor may then be replaced at the discretion of the Contractor and all extra costs involved in doing so shall be payable by the terminated Subcontractor. During the performance of the work required by this Agreement, the Subcontractor, its employees, and its suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Contractor. Further, Subcontractor agrees to perform the work included in this Agreement at such times of the day and days of the week as may be designated by the Contractor from time to time.

e. Nothing herein shall be construed to limit the Contractor's right to recover damages from the Subcontractor for delay, malperformance, or nonperformance of this Agreement. Satisfactory progress is understood to mean the degree of progress which will enable the Contractor and other Subcontractors to meet required work schedules.

6. The Subcontractor agrees to promptly remove all trash, debris, packing crates, excess or waste materials, etc. resulting from his work and to leave the areas in which he has worked broom clean. It shall be the responsibility of the Subcontractor to properly cover and protect the work of others from damage or soiling through the performance of this Agreement and he shall promptly clean, restore, replace or pay for the replacement of any such work damaged in the performance of his own work. Cleanup or cleaning work not regularly and promptly performed by Subcontractor when so ordered by Contractor's superintendent may upon twenty-four (24) hours written notice be performed by others for Subcontractor's account. It is also agreed and understood that the Subcontractor is to do all cutting and patching related to their work.

7. The Subcontractor warrants to Contractor that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work of Subcontractor will be free from defects not inherent in the quality required or permitted, and that Subcontractor's work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Subcontractor agrees to promptly correct, without cost to the Owner or Contractor any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period established in the contract documents, and if no such period is stated in the contract documents, then such guarantees shall be for a period of one (1) year from date(s) of acceptance of the project by the Owner. Such warranty obligation of Subcontractor includes all cost to remove or correct work of Subcontractor or others not otherwise covered by said warranty in order to perform warranty work. This warranty shall be in addition to all other warranties and remedies, express or implied under the law and the Contract Documents.

8. No extra work or changes under this Agreement shall be performed without written notice from the Contractor. No modifications of Agreement prices shall be made and no work of lesser value than called for in plans and specifications shall be accepted, except on written change orders signed by the Contractor. To the extent Subcontractor has a claim that would constitute a claim which the Contractor could assert against the Owner as provided in the Contract Documents, Subcontractor agrees to make any claims for adjustment to the subcontract price or subcontract time to the Contractor in the same manner as provided in the Contract Documents for like claims of the Contractor upon the Owner, and in such time as will enable the Contractor to present such claims to the Owner for payment or recognition. The Contractor will not be liable to Subcontractor for any claim not timely or properly presented, or in excess of the amount allowed by the Owner. If a claim is not one which can be asserted by the Contractor against the Owner, Subcontractor agrees to provide written notice to Contractor within three (3) calendar days of the date when the Subcontractor knew of the facts giving rise to the event for which a claim for adjustment to the subcontract price or subcontract time is made; otherwise, such claim shall not be valid. Subcontractor shall provide a full accounting within ten (10) days after the extent of damage is known or the cause of damage ceases, otherwise same will be considered void by both parties.

9. The Subcontractor is to obtain and pay all licenses and permits and to pay any and all fees associated with obtaining them. Subcontractor shall comply with all applicable State, Federal and local laws, ordinances and applicable rules and regulations of any State, Federal and local regulatory body having jurisdiction over the project and the terms of the Contract Documents.

This obligation shall include, but not be limited to, State, Federal and local laws and regulatory rules and regulations concerning the generation of hazardous wastes, safety, OSHA, storm water runoff, employment discrimination and affirmative action, utility notification and building codes. Subcontractor and any sub-subcontractors, labor brokers or temporary help agencies used by Subcontractor shall comply with the Immigration Reform and Control Act of 1986, as amended and all laws regarding the employment of persons who are not U.S. citizens. If the Owner is a state agency or political subdivision of the State of Colorado, Subcontractor agrees to certify to Contractor that Subcontractor shall not knowingly employ or contract with an illegal alien to perform work on the project on the form provided by Contractor. Subcontractor acknowledges the Contractor's obligations under §8-17.5-102, C.R.S. to terminate this subcontract if within three days of receiving notice that Subcontractor is employing or contracting with illegal aliens, Subcontractor does not stop employing or contracting with illegal aliens or provides information to establish that Subcontractor has not knowingly employed or contracted with an illegal alien. Subcontractor shall be liable to Contractor for any damages caused to Contractor as a result of a violation of this paragraph.

**10.** Subcontractor agrees to indemnify the Contractor against and save the Contractor harmless from any and all claims or suits or liability for injuries to property, injuries to persons including death, and from any and all claims, suits or liability on account of any act or omission of Subcontractor or any of his officers, agents, employees or anyone acting under the direction or control of Subcontractor.

**11.** The Subcontractor agrees to indemnify and save harmless the Contractor and Owner from any and all manner of claims suits for infringements of patents or violations of patent rights, including all costs connected to same.

**12.** After payment by Contractor, the Subcontractor agrees to hold the Contractor harmless from any and all liens and all claims of persons furnishing material or labor or appliances in connection with this Agreement. If at any time during progress of work hereunder and before final payment of Agreement price, there should be evidence of any lien or verified claim for which Contractor or Owner of premises may become liable, Contractor shall have the right to retain out of any money then due, or thereafter to become due to Subcontractor under this Agreement, an amount sufficient to completely indemnify it against any such lien or claim. If, after completion of this Agreement and final payment of Agreement price, any such lien or claim shall appear, Subcontractor shall completely indemnify Contractor or Owner against any loss or damage which may be suffered by reason thereof. The Contractor may also require satisfactory evidence as to the status of any of his accounts with any material supplier or labor account at any time. Within ten (10) days of the date of this Agreement, Subcontractor shall provide Contractor with a list of its proposed sub-subcontractors and material suppliers.

**13.** When labor only is furnished by the Subcontractor, Subcontractor agrees to use Contractor's material without waste, and agrees to pay for any material ruined or damaged on account of negligence or carelessness. In the event the Subcontractor uses any of the Contractor's equipment or services, it will be subject to independent agreement between the Contractor and Subcontractor.

**14.** This Agreement is payable at the office of the Contractor in Colorado Springs, Colorado. Final payment shall become due at the time of the final approval by the Architect/Engineer or Owner. Such time shall be only when all obligations and agreements, except as provided herein, are fully carried out by the Subcontractor. The Subcontractor agrees to present in writing a full, detailed, and itemized statement of any claims and accounts together with the Owner's acceptance of its work, including all just credits to Contractor, and to give in writing all information at its command that may be called for concerning accounts and claims, and give the Contractor a reasonable time to consider same. In case of disagreement, each party agrees to make an honest and diligent effort to arrive at correct and true settlement of each item, claim, and account so presented and all facts material to them, and to reduce in writing all points agreed upon and also all matters still left in dispute. Said writings when signed by the parties shall be the basis of all future effort or actions towards settlement of Subcontractor claims. Matters and facts not

presented to itemized statement and signed writings above referred to, shall be considered immaterial and waived by the Subcontractor and shall not be brought to issue at a later date by Subcontractor. Subcontractor agrees to provide to Contractor all documents and other information required of Contractor by the Contract Documents relating to the Owner's rights to audit the costs incurred by Subcontractor in the performance of its work or any change order work. Subcontractor will be bound by the determinations made as a result of any audit conducted by the Owner as it affects the cost of work performed by Subcontractor and the compensation Subcontractor will receive for the work.

**15.** No allowance of an extension of time, for any cause whatever, shall be claimed by the Subcontractor or be made to him unless the Subcontractor shall have made written request to the Contractor for such extension within seventy-two (72) hours after the cause for such extension begins, and unless the Contractor and Subcontractor have agreed in writing upon the allowance of additional time to be made.

**16.** Subcontractor agrees to pay all state and federal taxes of every nature, and that if this work is to be performed in a state foreign to the state of the incorporation, in the event the Subcontractor is a corporation, then and in that event, the Subcontractor agrees to domesticate in the foreign state for the purpose of carrying out this Agreement. In this connection, it is understood and agreed that the Subcontractor shall pay all social security and state unemployment taxes in connection with its work, together with any and all required sales, use and federal and state taxes.

**17.** The Subcontractor definitely agrees that under no condition will it remove from the job site any materials for which the Contractor or project becomes liable under the Federal Miller Act or similar state statute, without express written permission from the Contractor.

**18.** All notices which may be required to be given by either party to the other shall be in writing and shall be deemed received, (a) the day of hand delivery; (b) the day of receipt of a facsimile; (c) three (3) calendar days after depositing United States Mail, postage prepaid; or (d) the date of transmission by e-mail to the e-mail address provided by Subcontractor. Subcontractor shall establish the capability to communicate with Contractor electronically via the Internet and e-mail, for the distribution of documents and other uses as determined by Contractor.

**19.** Subcontractor may terminate this Agreement for a material breach by Contractor of its obligations under this Agreement. In the event Subcontractor feels Contractor is in breach of any of its obligations to Subcontractor, Subcontractor shall provide Contractor with written notice setting forth the basis of the breach and provide Contractor with five (5) working days to cure the default. If Contractor fails to make a bona fide and effective effort to correct or substantially cure the default within the cure period, Subcontractor may terminate this Agreement and shall be entitled to recover its lost profits associated with Contractor's default. If the claimed breach is disputed by Contractor, Subcontractor shall continue its work under this Agreement and commence the dispute resolution process.

**20.** It is understood and agreed that both parties to this Agreement have read and understand the Contract and all plans and specifications connected therewith. This Agreement shall be interpreted under the laws of the State of Colorado and any suit brought on this Agreement shall be brought in El Paso County, Colorado.

a. Any reference herein to the term "indemnify" shall be construed to include attorneys' fees and court costs (including expert's fees).

b. If Contractor has to defend against any actual or threatened mechanic's lien, Miller Act or similar lien claims or bond claims threatened or brought because of Subcontractor's alleged failure to pay its Subcontractors, material men, laborers, or suppliers, or because of Subcontractor's failure to perform under this Agreement, the Subcontractor shall pay Contractor

(and Contractor shall have the right to retain from any amounts due or to be due Subcontractor) all of Contractor's attorneys' fees and costs (including expert's fees).

21. The Subcontractor shall not assign or sublet this Agreement or any part thereof without the written consent of the Contractor.

22. Waiver of any breach thereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof. Except as provided above, no changes to this Subcontract will be binding on the parties unless agreed to in writing and signed by both parties.

Although drawn by Contractor, this Subcontract shall in the event of any disputes over its meaning or application, be interpreted fairly and reasonably according to Colorado Law and neither more strongly for nor against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement, by their proper officers or fully authorized agents. Subcontractor agrees to execute and return this Agreement to Contractor within ten (10) days of receipt or this Agreement will be deemed to be accepted by Subcontractor's commencement of work.

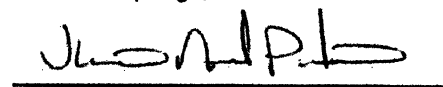
Subcontractor:

TRAX Construction, Inc.  
555 Ford Street  
Colorado Springs, CO 80915

  
By (signature of authorized individual)

General Contractor:

TN Parker Construction, LLC.  
111 Swope Avenue  
Colorado Springs, CO 80909

  
By (Thomas Neil Parker, President)

Kwin Losinki, Landscape Manager  
By (printed name & title)



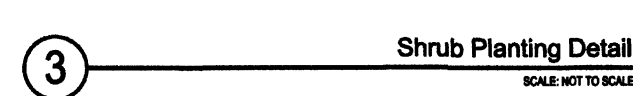
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- SET TREE PLUMB, STAKE UP TO 3" CALIPER TREES WITH 2 POSTS ON THE LEeward AND WINdward SIDes; STAKE TREES OvER 3" CALIPER WITH A EvENly SPACed POSTS, USE INFLAT STRAP WITH GROMMETS bELOW MIdPOINt OF TRee, TIGHTEN #10 GAU GE WIRE BY TWISTING, PROTECT BRANCHES FROM TOUCHING WIRE, ALLOW A SUFFIC IENT SAG FOR SWAY, PROVIDE FLAGGING TAPE WITH MINIMUM 6" HANG, SET STAKES IN MINIMUM 18" FRm SOIL.
- PROVIDE 12" LENGTH ORANGE FLUORESCENT FLAGGING ON ALL WIRES FOR SAFETY.
- TRUNK FLARE MUST BE VISIBLE AT TOP OF ROOTBALL. POSITION ROOT FLARE AT GRADE
- PLANT ROOTBALL 2" ABOVE FINISH GRADE IN CLAY SOIL, AND AT GRADE IN SANDY SOIL.
- 4" DEPTH SPECIFIED MULCH. PROVIDE 3" HT. PLANTING RIM FOR TREES IN PLANTING BEDS. PROVIDE SAUCER ON DOWNHILL SIDE ON SLOPES. NO PLANTING RIM FOR TREES IN IRRIGATED TURF GRASS. DEEP WATER AT PLANTING.
- SCARP SIDES OF PLANTING PIT. ROOTBALL SHALL REST ON FRM, UNDISTURBED SOIL. BACKFILL MIXTURE SHALL CONSIST OF THE FOLLOWING: 25% NATIVE TOPSOIL, 25% IMPORTED TOPSOIL, 50% BIOCOMP COMPOST.
- CUT AND REMOVE ALL BURLAP AND WIRE BASKETS FROM TOP 1/2 OF ROOTBALL. REMOVE ALL TREATED, GREEN BURLAP. AFTER TREE IS POSITIONED, REMOVE ALL TWINE, ROPE, PLASTIC, AND RUBBER.

**NOT TO SCALE**



**NOT TO SCALE**



**SCALE: NOT TO SCALE**



1. *Journal of the American Medical Association*, 2000; 283: 2689-2696.

STOCKPILED TOPSOIL SHOULD BE SPREAD EVENLY OVER ALL AREAS TO RECEIVE NATURAL SEED. SEED BED IS TO BE WEED-FREE. SPECIFIED SOIL AMENDMENTS SHOULD BE SPREAD AND INCORPORATED INTO TOP 6" OF SOIL. SEED BED IS TO BE RAKED SMOOTH AND FREE OF DEBRIS LARGER THAN 1" IN DIAMETER. ANY AREAS THAT THE CONTRACTOR BELIEVES TO BE SUSCEPTIBLE TO EROSION ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND/OR GENERAL CONTRACTOR PRIOR TO SEEDING. THE SPECIFIED SEED MIX IS TO BE APPLIED BY HYDRO-MULCH SEEDING AT THE RATE SPECIFIED. SEED IS TO BE APPLIED BETWEEN APRIL 15 AND SEPTEMBER 15. SEED IS NOT TO BE SOWN IF GROUND IS IN A FROZEN STATE. SPECIFIED EROSION CONTROL BLANKET IS TO BE INSTALLED IMMEDIATELY AFTER SEEDING. BLANKET SHALL BE LAID AND SECURED WITH 6" METAL STAPLES AS PER MANUFACTURER'S INSTRUCTIONS. CONTRACTOR IS TO PROVIDE INCIDENTAL WATERING OF ALL SEEDED AREAS THREE TIMES A WEEK DURING GROWING SEASON FOR A MINIMUM OF 8 WEEKS, OR UNTIL ESTABLISHED AND MEETING COVERAGE REQUIREMENTS. MOWING MAY BE NECESSARY DURING THE FIRST GROWING SEASON TO KEEP INVASIVE WEEDS FROM SETTING SEEDS. CONTRACTOR IS RESPONSIBLE FOR KEEPING BROADLEAF WEEDS UNDER CONTROL FOR 12 MONTHS AFTER INITIAL SEEDING AND IS ALSO RESPONSIBLE FOR OVER SEEDING BARE AREAS UNTIL SPECIFIED NATIVE GRASSES COVER ALL AREAS AND AREAS WITHOUT SPECIFIED NATIVE GRASS DO NOT EXCEED 6" X 6".

SIX WEEKS AFTER THE INITIAL SEEDING DURING THE FIRST GROWING SEASON AND DURING THE SPRING OF THE SECOND GROWING SEASON CONTRACTOR IS TO REPAIR ANY ERODED AREAS AND OVER SEED ALL BARE NATIVE GRASS AREAS. CONTRACTOR IS TO USE SPECIFIED SEED MIX BY BROADCAST AND RAKING INTO TOP 1/4" TO 1/2" OF SOIL. INCIDENTAL WATERING IS TO BE PROVIDED TO ESTABLISH OVER-SEEDED AREAS. BROADLEAF WEEDS ARE TO BE KEPT UNDER CONTROL BY MANUALLY PULLING OR CUTTING WEEDS OR SPRAYING OF BROADLEAF WEED HERBICIDE. HERBICIDE AND APPLICATION SHALL CONFORM TO ALL APPLICABLE LAWS OF THE STATE OF COLORADO AND MANUFACTURERS INSTRUCTIONS.

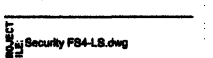
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# FINAL

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TITLE:

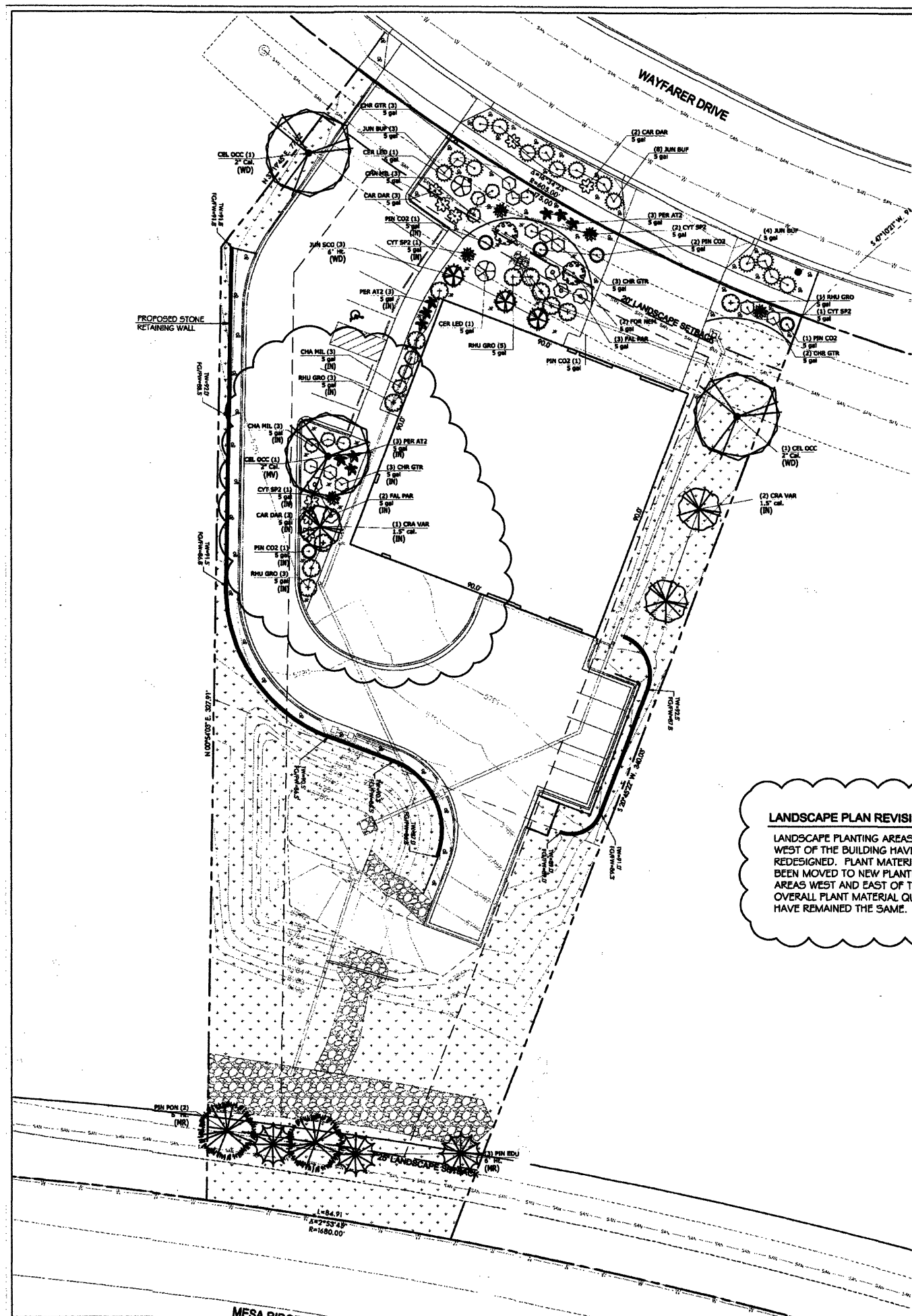
REVIEWED: December 7, 2020

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1 S-2

Sheet 2 of 2



**LANDSCAPE PLAN REVISIONS 12-16-22**

LANDSCAPE PLANTING AREAS SOUTH AND WEST OF THE BUILDING HAVE BEEN REDESIGNED. PLANT MATERIALS HAVE BEEN MOVED TO NEW PLANTING BED AREAS WEST AND EAST OF THE BUILDING. OVERALL PLANT MATERIAL QUANTITIES HAVE REMAINED THE SAME.

**SITE CATEGORY CALCULATIONS:**

**Landscape Setbacks**

Street Name or Boundary	Street Classification	Width (in Ft.)	Linear Footage	Tree/Feet Required	No. of Trees Required	Setback Plant Abbr. Denoted on Plan
Mesa Ridge Parkway	Principal Arterial	25' / 25'	80'	1 / 20'	5 / 5	(WR)
Wayfarer Drive	Minor Arterial	20' / 20'	175'	1 / 20'	7 / 5	(WR)

\* REQUEST ALTERNATIVE COMPLIANCE: Cannot put trees in R.O.W. or in sanitary sewer easement. Have placed 5 trees along back edge sanitary sewer easement and cannot fit anymore. Have placed additional shrubs in R.O.W. and in easement to compensate for the 2 missing trees.

**Parking**

No. of Vehicles Spaces Provided	Shade Trees Required/Provided	Abbr. on Plan	Vehicle Lot Frontages	Length of Frontage (excluding driveways)	23 Length of Frontage (ft.)
8	1 / 1	(PK)	Wayfarer Drive	20'	
Min. 3' Screening Plant Res. / Prov.	Evergreen Plants Req. (100%) / Prov.	Length of Screening Wall or Berm Provided	Vehicle Lot Plant Abbr. on Plan	Percent Ground Plane Veg. Req. / Prov.	
3 / 3	2 / 2	(PS)		75% / 75%	

**Internal Landscaping**

Net Site Area (SF) (base public ROW)	Percent Minimum Internal Area (%)	Internal Area (SF) Required / Provided	Internal Trees (1/500 SF) Required / Provided
52,730 s.f.	5%	2,637 s.f. / 9,500 s.f.	6 / 3*
Shrub Substitutes Required / Provided	Internal Plant Abbr. Denoted on Plan		
30 / 30	(WR)		

\* REQUEST ALTERNATIVE COMPLIANCE: Landscape design has utilized more shrubs than required to fill large sanitary sewer easement area where trees are not allowed. Substitution of half the required internal trees for shrubs is requested.

**Landscape Buffer & Screens**

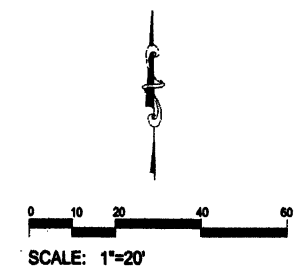
Street Name or Property Line	Width (in Ft.) Req. / Prov.	Linear Footage	Buffer Trees (1/15) Required / Provided	Evergreen Trees Req. (1/3) / Provided
None	- / -	-	- / -	- / -
Length of 8 Ft. Deep Shrub Res. / Prov.			Buffer Tree Abbr. Denoted on Plan	Percent Ground Plane Veg. Req. / Prov.
- / -				- / -

**PLANT SCHEDULE**

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
	CEL OCC	3	Celtis occidentalis	Common Hackberry	2" Cal.	B & B
	CRA VAR	3	Crataegus crus-galli inermis TM	Thornless Cockspur Hawthorn	1.5" cal.	B & B
	JUN SCO	3	Juniperus scopulorum	Rocky Mountain Juniper	6' Ht.	
	PIN EDU	3	Pinus edulis	Pinyon Pine	6' Ht.	B & B
	PIN PON	2	Pinus ponderosa	Ponderosa Pine	6' Ht.	B & B
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
	CAR DAR	8	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Blue Mist Shrub	5 gal	
	CER LED	2	Cercocarpus ledifolius	Curl-Leaf Mountain Mahogany	5 gal	
	CHA MIL	9	Chamaebatia millefolium	Fernbush	5 gal	
	CHR GTR	11	Chrysothamnus nauseosus graveolens	Tall Green Rabbitbrush	5 gal	
	CYT SP2	5	Cytisus purgens 'Spanish Gold'	Spanish Gold Broom	5 gal	
	FAL PAR	5	Fatouga paradoxa	Apache Plume	5 gal	
	FOR NEM	2	Forestiera neomexicana	New Mexico Privet	5 gal	
	JUN BUF	15	Juniperus sabina 'Buffalo'	Buffalo Juniper	5 gal	
	PER AT2	9	Perovskia atriplicifolia	Russian Sage	5 gal	
	PIN CO2	5	Pinus mugo 'Compacta'	Dwarf Mugo Pine	5 gal	
	RHU GRO	12	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal	

**PROPOSED GROUND PLANE TREATMENT**

	PROPOSED 1.5" 'ROYAL GRANITE' CRUSHED ROCK, 3" DEPTH, OVER DEWITT LANDSCAPE FABRIC
	PROPOSED 'CASCADE CEDAR' WOOD MULCH, 3" DEPTH (NO FABRIC BENEATH)
	PROPOSED NON-IRRIGATED NATIVE SEED WITH EROSION CONTROL BLANKET (ALL DISTURBED AREAS)
	PROPOSED RIP-RAP (REFER TO CIVIL PLANS)
	PROPOSED COMPACTED CLASS 6 ROAD BASE, 4" DEPTH



PCD File # COM22-059

**JWILA**  
JON WALSH  
LANDSCAPE ARCHITECT  
ILL.  
P.O. Box 354  
Palmer Lake, CO 80133  
(719) 840-9428  
jwalderch@gmail.com  
www.jwlandscapearchitect.com

PROJECT: Security F84-LB 12-15-22.dwg  
FILE:

DEVELOPMENT PLAN FOR  
**SECURITY FIRE STATION NO. 4**  
0 Mesa Ridge Parkway  
Security, CO

PROJECT NAME:

**FINAL LANDSCAPE PLAN**

SHEET TITLE:

DATE: September 11, 2020

REVISION: December 7, 2020

December 16, 2022

STAMP:

SHEET NO. **LS-1**  
Sheet 1 of 2

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950 89447

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ARDIS W. SCHMITT  
EL PASO COUNTY CLERK & RECORDER

Subdivision/Condominium Plats

Reception number	Date	Time	Book	Page
			H-5	72
10.00 100		1	9177	
Reception fee	Number of Pages		File Number	
Peaceful Valley Estates Sub F#2				
Name of Plat				

C&R/016

Subdivision



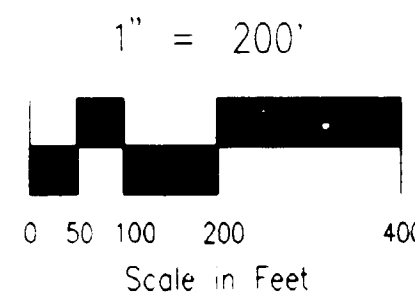
Condominium



# PEACEFUL VALLEY ESTATES SUBDIVISION FILING NO. 2

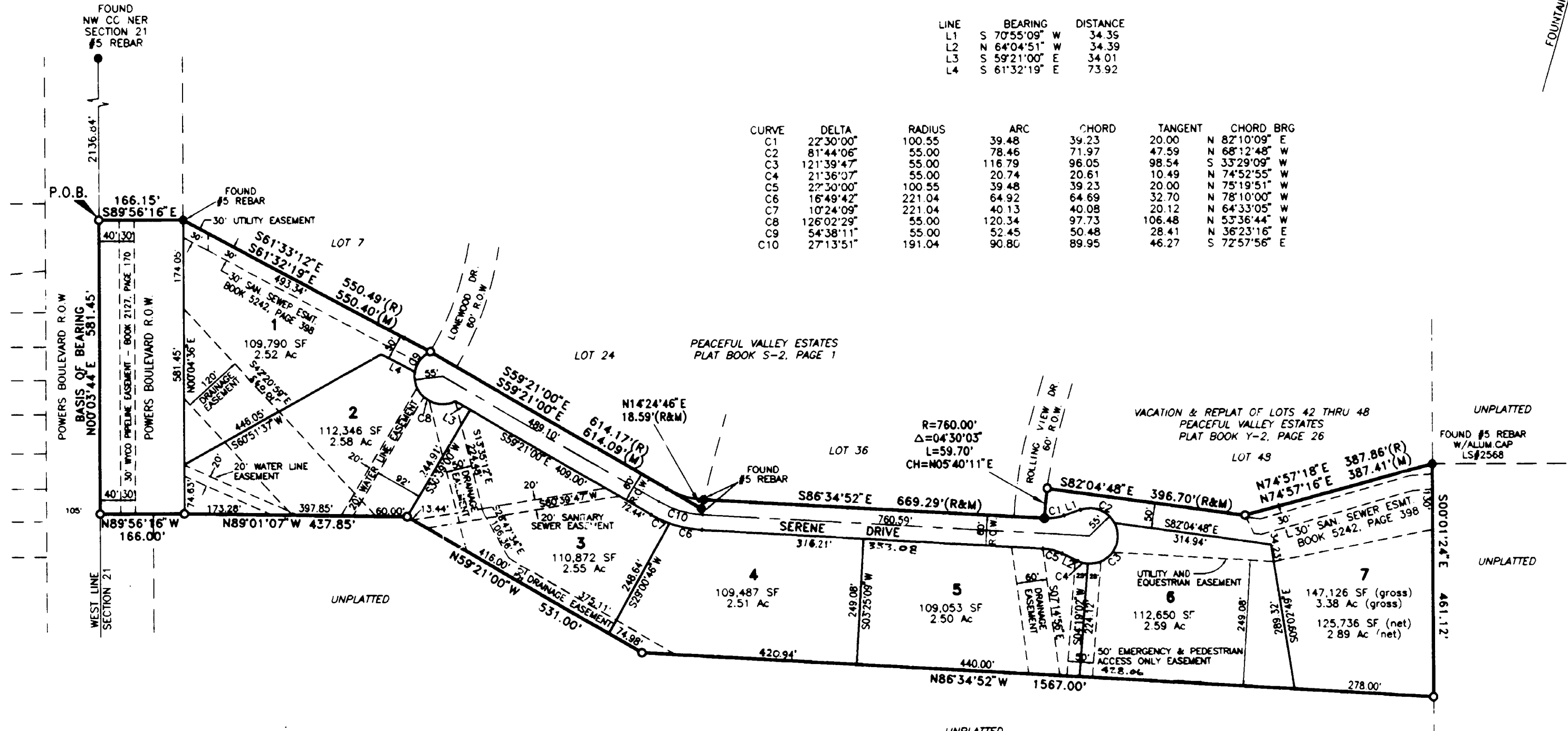
9177

A PORTION OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 65 WEST  
OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO



## LEGEND:

- FOUND CORNER AS DESCRIBED
- SET CORNER #4 REBAR W/CAP LS#22577
- (R) RECORD MEASUREMENT
- (M) FIELD MEASUREMENT



LINE	BEARING	DISTANCE
L1	S 72°55'08" W	34.35
L2	N 64°04'51" W	34.39
L3	S 59°21'00" E	34.01
L4	S 61°32'19" E	73.92

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	22°30'00"	100.55	39.48	39.23	20.00	N 87°10'09" E
C2	81°44'06"	55.00	78.46	71.97	47.59	N 68°12'48" W
C3	121°39'47"	55.00	116.79	96.05	98.54	S 33°29'09" W
C4	21°36'07"	55.00	20.74	20.61	10.49	N 74°52'55" W
C5	22°30'00"	100.55	39.48	39.23	20.00	N 75°18'51" W
C6	16°49'42"	221.04	64.92	64.69	32.70	N 78°10'00" W
C7	10°24'09"	221.04	40.13	40.08	20.12	N 64°33'05" W
C8	12°02'29"	55.00	120.34	97.73	106.48	N 53°36'44" W
C9	54°38'11"	55.00	52.45	50.48	28.41	N 38°23'16" E
C10	27°13'51"	191.04	90.80	89.95	46.27	S 72°57'56" E

VICINITY MAP

SCHOOL FEES: \$104.00 net = \$8978  
PAID FEES: \$1400.00 net = \$1400.00  
DRAINAGE FEES: \$35,000.00 net = \$35,000.00

## NOTES:

- These tracts of land are subject to the following:
  - Protective Covenants, recorded in Book 6695 at Page 1174.
  - All property within this subdivision is subject to an Aviation Easement as recorded at Book 6628, Page 675, of the records of the El Paso County Clerk and Recorder.
- No man-made or non-man-made obstructions shall be allowed to penetrate the 40:1 approach surface of the Colorado Springs Municipal Airport.
- All exterior lighting plans shall be approved by the director of Aviation to prevent a hazard to aircraft.
- No electromagnetic, light, or any other physical emissions which might interfere with aircraft, aviation, communications or navigational aids shall be allowed.
- While not a requirement, a strong recommendation is made that a 25db reduction in interior noise be obtained through sound proofing using F.A.A. recommended construction techniques.
- The Department of Transportation must be contacted prior to the establishment of any driveway.
- All structural foundations shall be located and designed by a Professional Engineer, currently registered in the State of Colorado.
- Water and sewer service is provided by Widefield Homes Water Company.
- The following reports have been submitted and are on file at the County Land Use Department: Soils and Geological Study; Drainage Report; Erosion Control Report.
- All property owners are responsible for maintaining proper storm water drainage in and through their property.

## IN WITNESS WHEREOF:

The aforementioned, New Generation Homes, Inc., has executed this instrument this 8th day of August, 1995 A.D.

J. Mark Watson, President

## NOTARIAL:

STATE OF COLORADO }  
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me this 8th day of August, 1995 A.D., by J. Mark Watson, President of New Generation Homes, Inc.  
Witness my Hand and Seal

My Commission Expires: 3-26-98

Address: 3 W. Wadfield Blvd  
Colorado Springs, CO 80911

Notary Public

## SURVEYOR'S CERTIFICATION

The undersigned Registered Land Surveyor in the State of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge and belief.

Dennis A. Minchow  
ROCKWELL-MINCROW CONSULTANTS, INC.  
Dennis A. Minchow, PLS #22577

## APPROVALS:

The accompanying plat was approved by the El Paso County Planning Department this 22nd day of AUGUST, 1995 A.D.

Kenneth B. Rasmussen  
Planning Director

The accompanying plat was approved by the Board of County Commissioners this 27th day of April, 1995 A.D.

Dennis A. Minchow  
Chairman, County Commissioners

## RECORDING:

STATE OF COLORADO }  
COUNTY OF EL PASO }

I hereby certify that this instrument was filed for record in my office at 1:19 o'clock P.M., this 29 day of August, 1995 A.D., and is duly recorded in Plat Book 11-5 at Page 72 of the records of El Paso County, Colorado

RECEPTION NO: 950 89447

FEE \$10.00

SUR CHARGE \$1.00

ARDIS SCHMITT, Recorder

By David B.  
Deputy

## KNOW ALL MEN BY THESE PRESENTS:

That New Generation Homes, Inc., being the owner of the following described tract of land, to wit:

A portion of the west 1/2 of Section 21, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado more particularly described as follows:

BEGINNING at a point on the west line of said Section 21, being S00°03'44"W a distance of 2136.84 from the northwest corner of said Section 21, thence S89°56'16"E a distance of 166.15 feet to the southwest corner of Lot 7, Peaceful Valley Estates, recorded in Plat Book S-2 at Page 1 in the records of said El Paso County, thence S61°32'19"E on the south line of said Lot 7 a distance of 550.40 feet to the southeast corner thereof; thence S59°21'00"E on the south line of Lot 24, said Peaceful Valley Estates, a distance of 614.09 feet to the southeast corner thereof; thence N14°24'46"E on the east line of said Lot 24 a distance of 18.59 feet to the southwest corner of Lot 36, said Peaceful Valley Estates; thence S86°34'51"E on the south line of said Lot 36 a distance of 669.29 feet to a point on the east right of way line of Rolling View; thence northerly on said east right of way line along a curve to the right having a central angle of 04°30'03", a radius of 760.00 feet for a distance of 59.70 feet, the chord bears N05°40'11"E to the southwest corner of Lot 48, Vacation and Replat of Lots 42 thru 48, Peaceful Valley Estates, recorded in Plat Book Y-2 at Page 26 in the records of said El Paso County, thence S82°04'48"E on the south line of said Lot 48 a distance of 396.71 feet, thence N74°57'16"E on the south line of said Lot 48 a distance of 387.41 feet to the southeast corner of said Lot 48, said point also being the northeast corner of the Southwest 1/4 of said Section 21; thence S00°01'24"E on the east line of said Southwest 1/4 a distance of 461.12 feet; thence N86°34'52"W a distance of 1567.00 feet; thence N59°21'00"W a distance of 531.00 feet; thence N89°01'07"W a distance of 437.85 feet; thence N89°56'16"W a distance of 166.15 feet to the west line of said Section 21; thence N00°03'44"E on said west line a distance of 581.15 feet to the point of Beginning containing 22.95 acres of land more or less.

## DEDICATION:

The above party in interest has caused said tract to be platted into Lots, Streets, and Easements as shown on the plat which is drawn to a fixed scale as indicated thereon, and accurately sets forth the boundaries and dimensions of said Lots, Streets and Easements which shall be known as "PEACEFUL VALLEY ESTATES SUBDIVISION FILING No. 2", El Paso County, Colorado. All streets as platted are hereby dedicated to public use and said owner does hereby personally covenant and agree that all platted streets will be graded, graveled, and that proper drainage for same will be provided at his own expense, and to the satisfaction of the Board of County Commissioners of El Paso County, Colorado and upon acceptance by resolution, all streets so dedicated will become matters of maintenance by El Paso County, Colorado.

## EASEMENTS:

Unless shown greater width, both sides of all front, side and rear lot lines are hereby platted with a ten (10) foot easement for drainage purposes and 4 public utilities only. In addition, a twenty (20) foot easement is hereby platted on the interior of the lots along the exterior boundary of the subdivision, and along the Powers Boulevard right-of-way for public utilities only. The sole responsibility for maintenance of said easements being vested with the property owners.

097051183

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J. PATRICK KELLY  
EL PASO COUNTY CLERK

**AGREEMENT**

THIS AGREEMENT is made this 24th day of February, 1997, by and between Widefield Water and Sanitation District, a quasi-municipal district and political subdivision of the State of Colorado ("District") and JHW Investment Company ("JHW").

WHEREAS, the District is a Colorado special district that was organized under the provisions of Title 32, Colorado Revised Statutes and operates pursuant to a Service Plan approved by the Board of County Commissioners of the County of El Paso, State of Colorado (the "Service Plan"); and

WHEREAS, JHW owns undeveloped property within the service area boundaries of the District (the "Property"), as further identified by the legal description attached hereto as Exhibit A; and

WHEREAS, the District and JHW wish to enter an agreement to bind the Property to the provision of water and wastewater services by the District; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be bound, agree as follows:

1. Water and Wastewater Service Through District. JHW hereby agrees to bind the Property to the provision of water and wastewater services by the District on a perpetual basis under the Rules and Regulations of the District and its Terms and Conditions of Service, as amended from time to time by the District, in its discretion.

2. No Annexation without District Consent. In so binding the Property, JHW agrees that it will not seek annexation or connection into a city, special district or other municipality without first obtaining the written consent of such city, special district or other municipality to the exclusive provision of water and wastewater service by the District as herein set forth. Such written consent shall be in form and substance satisfactory to the District.

3. District Inability to Provide Service. Notwithstanding anything herein to the contrary (but subject to the remaining provisions of this paragraph), in the event the District is unable to provide service to any portion of the Property for which a final plat has been approved (the "Platted Property") and a request for service has been made by the owner thereof, then the obligation to accept service for such Platted Property shall be excused. The District shall be deemed unable to provide water service, sewer service, or both water and sewer service (as applicable) if all of the following occurs:

a. The District has received a written request for water taps, sewer taps, or both, from the then-owner of Platted Property, in any amount up to the total number of taps that would be required to serve such Platted Property based on the approved final plat;

097051183-2

b. The then-owner of the Platted Property has deposited with the District (or otherwise guaranteed to the reasonable satisfaction of the District) adequate funds for the construction of any extensions of existing water facilities, sewer facilities, or both (as applicable) which are necessary to connect to the District's existing lines and facilities as provided in the District's Rules and Regulations; and

c. The District fails to issue the requested number of water taps, sewer taps, or both (as applicable) in connection with payment of the then-applicable tap fee.

4. Covenant Running with the Land. The terms and conditions of this agreement shall be recorded with the El Paso County Clerk and Recorder. The parties intend the covenants herein expressed touch and concern and run with the land and be binding upon all successors and assigns until the time at which the covenant is terminated either under the terms of this Agreement or at the time at which the District records an appropriate document expressly terminating said covenant.

5. Remedy. If JHW or any successor or assign hereto is in default with respect to, breaches, or fails to perform in accordance with the terms of this Agreement, the District shall have the right to require specific performance of this Agreement and to recover reasonable fees and costs associated with enforcing its rights from JHW, such successor or assign.

6. Amendment; Waiver. No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of all of the parties hereto. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action.

7. Notices. All notices, requests, demands or other communications required, permitted or desired to be given hereunder shall be deemed to have been properly given if delivered in writing by hand delivery, by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or at such other addresses as a party shall have specified by like notice):

Widefield Water and Sanitation District  
Attn: District Manager  
3 Widefield Boulevard  
Colorado Springs, Colorado 80911

with a copy to:

Ankele, Icenogle, Norton, White & Seter  
Attn: William P. Ankele, Jr.  
5690 DTC Boulevard, Suite 300  
Greenwood Village, Colorado 80111

and to:

JHW Investment Company



097051183-2

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Binding Effect; Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, guardians, successors and permitted assigns.

9. Entire Agreement. This Agreement, including the Exhibits hereto set forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersede all prior agreements, covenants, representations or warranties, whether oral or written, by any party hereto.

10. Applicable Law; Jurisdiction and Venue; Service of Process. This Agreement was made in the State of Colorado, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Colorado.

11. Severability. If any term, condition or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

ATTEST:

WIDEFIELD WATER AND  
SANITATION DISTRICT

Brian J. Huth  
By: Brian Huth, Secretary

Jules M. Watson  
By: Jules M. Watson, President

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

097051183 -4

The foregoing instrument was acknowledged before me this 24 day of February, 1997, by Jules M Watson as President, and \_\_\_\_\_ as \_\_\_\_\_ of Widefield Water & Sanitation District..

WITNESS my hand and official seal.

My commission expires:

11/15/98

Theresa J Kennedy  
Notary Public



JHW INVESTMENT COMPANY

R. D. Janitell

By: Richard D. Janitell  
Title: Managing Partner

STATE OF COLORADO )

) ss.

COUNTY OF El Paso )

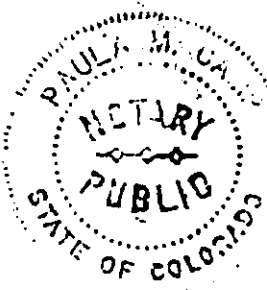
The foregoing instrument was acknowledged before me this 21st day of February, 1997, by Richard D. Janitell as Managing Partner of JHW Investment Company.

WITNESS my hand and official seal.

My commission expires:

2/22/99

Paula M. Camp  
Notary Public - Paula M. Camp



WIDEFLD\AGR\TY125907.017

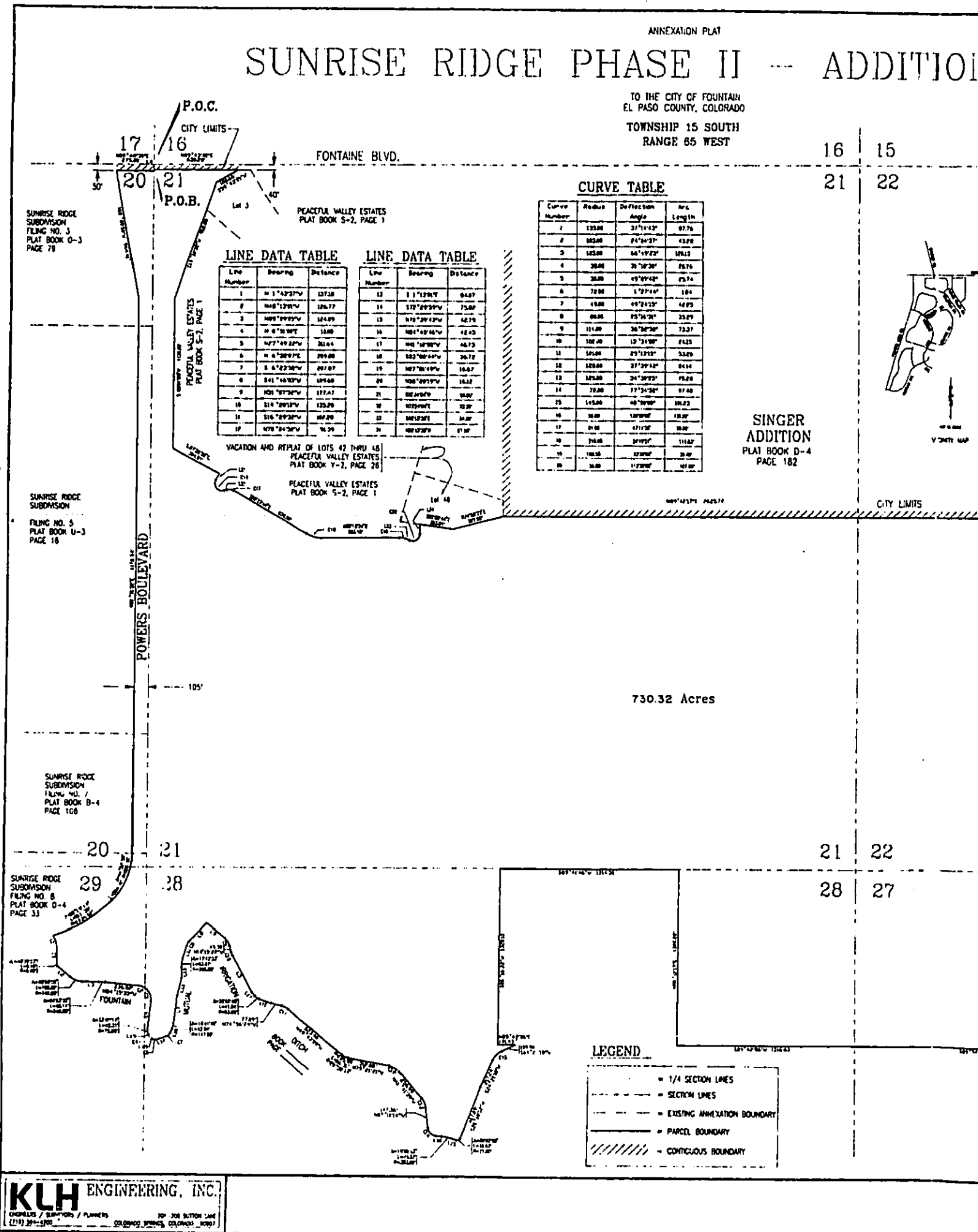


EXHIBIT A

ANNEXATION PLAT

SUNRISE RIDGE PHASE II -- ADDITION

TO THE CITY OF FOUNTAIN  
EL PASO COUNTY, COLORADO  
TOWNSHIP 15 SOUTH  
RANGE 65 WEST





## SUBDIVISION/CONDOMINIUM PLAT

Reception Number	Date	Time
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Reception Fee	Number of Pages	File Number
---------------	-----------------	-------------

Security Fire Station No. 4		
Name of Plat		

Glen Investment Group No II, LLC. And Glen Investment Group No IX, LLC.		
Owner's Name		

Subdivision ☒

Condominium ☐

Chuck Broerman

El Paso County, CO

02/01/2022 03:40:01 PM

Doc \$0.00

2

Rec \$23.00

Pages



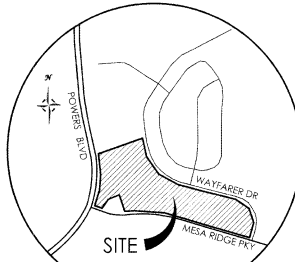
222714904

# SECURITY FIRE STATION NO. 4

14904

## SUBDIVISION EXEMPTION

SW QUARTER OF SECTION 21 & THE NW QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST of  
the 6th PRINCIPAL MERIDIAN,  
EL PASO COUNTY, COLORADO



### COUNTY GOVERNMENT NOTES

1. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER SURFACE WATER DRAINAGE IN AND THROUGHOUT THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPED THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.
2. 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 DIVISION OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS AND THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE REDDINGERED SPECIES ACT, PARTICULARLY AS IT RELATES TO THE LISTED SPECIES (E.G., PIERRE'S MEADOW LARKING HOOVER).
3. THE ADDRESSES EXHIBED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
4. NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY.
5. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND UNITED STATES POSTAL SERVICE REGULATIONS.
6. THE SUBDIVISION AGREES ON BEHALF OF HIM/HERSELF AND ASSIGNS THAT SUBDIVOR AND/OR SAID SUCCESSORS AND ASSIGNS SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 18-471), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTING.

VICINITY MAP  
NOT TO SCALE

### NOTES

1. BEARINGS REFERRED TO HEREIN ARE BASED ON THE WEST LINE OF LOT 16, THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 4 AS RECORDED IN RECEPTION NO. 202206551 OF THE RECORDS OF EL PASO COUNTY, COLORADO, BEARS S 14°32'47" W.
2. THE PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY M.V.E., INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, TITLE, AND OTHER MATTERS OF RECORD, M.V.E., INC. RELIES ON TITLE COMMITMENT ORDER NO. 785341C AS PREPARED BY UNITED TITLE COMPANY LLC, TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE COMPANY, SEPTEMBER 17, 2020.
3. ALL CORNERS SET WITH NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP PLUS 27GAS. FLUSH WITH THE GROUND UNLESS OTHERWISE NOTED.
4. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08010056A G, DATED DECEMBER 7, 2018, THE PROPERTY IS NOT LOCATED IN A FEMA DESIGNATED FLOOD HAZARD AREA.
5. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. (SECTION 13-80-105 C.R.S.).
6. ALL FOUNDATIONS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF COLORADO.
7. TRACT A, OF SECURITY FIRE STATION NO. 4 IS SUBJECT TO A PRIVATE DETENTION BASIN/STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT AS RECORDED IN RECEPTION NO. **222019400** OF THE RECORDS OF EL PASO COUNTY. SECURITY FIRE PROTECTION DISTRICT IS RESPONSIBLE FOR MAINTENANCE OF THE SUBJECT DRAINAGE FACILITIES.
8. TRACTS B & C ARE FOR FUTURE DEVELOPMENT AND REQUIRE FUTURE SUBDIVISION ACTION PRIOR TO DEVELOPMENT.
9. THE INDIVIDUAL LOT PURCHASERS SHALL BE RESPONSIBLE FOR FINAL DESIGN, CONSTRUCTION, AND MAINTENANCE OF PRIVATE DETENTION FONDWATERS QUALITY BASINS AS DESCRIBED IN THE APPROVED PRELIMINARY FINAL DRAINAGE REPORT FOR THIS SUBDIVISION FINAL DESIGN. CONSTRUCTION DRAWINGS AND DRAINAGE REPORT LEGENDS FOR THE DETENTION FONDWATER QUALITY BASINS SERVING EACH LOT SHALL BE PROVIDED WITH PRE-DEVELOPMENT PLAN SUBMITTALS. THE DETENTION FONDWATER QUALITY BASINS SHALL BE CONSTRUCTED AND COVERED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THE SUBJECT LOTS. THE SUBDIVISION DEVELOPER IS RESPONSIBLE FOR PROVIDING FINANCIAL ASSURANCES AS NOTED IN THE SUBDIVISION APPROVED AGREEMENT AND SEPARATE OF GUARANTEED FUNDS FOR ALL DETENTION FONDWATER QUALITY BASINS. ALL DETENTION FONDWATER QUALITY BASINS SHALL BE CONSTRUCTED PRIOR TO THE RELEASE OF SAID FINANCIAL ASSURANCES. INDIVIDUAL LOT PURCHASERS SHALL ENTER INTO A PRIVATE DETENTION BASIN/STORMWATER QUALITY BMP MAINTENANCE AGREEMENT AND EASEMENT (HEREINAFTER REFERRED TO AS THE ASSURANCE OF ANY BUILDING PERMITS FOR THE SUBJECT LOTS) IN THE CASE THAT THE DEVELOPER CONSTRUCTS THE DETENTION FONDWATER QUALITY BASINS. THE DEVELOPER SHALL ENTER INTO AN AGREEMENT FOR EACH FONDWATER QUALITY BASIN.
10. UNLAWFUL UNITS SHOWN HEREON ARE IN US SURVEY FEET.

### KNOW ALL MEN BY THESE PRESENTS

THAT GLEN INVESTMENT GROUP NO. 1 LLC, AND GLEN INVESTMENT GROUP NO. 2 LLC, ARE THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:  
A TRACT OF LAND LOCATED IN THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 21 AND THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
**BEGINNING** AT THE SOUTHWEST CORNER OF THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 2 AS RECORDED AT RECEPTION NO. 20187369 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE N 75°00'00" W, A DISTANCE OF 520.75 FEET ALONG THE SOUTHERLY LINE OF SAID THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 2 TO THE SOUTHEAST CORNER OF LOT 38, BLOCK 1 OF SAID THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 2, SAID POINT BEING ALSO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF WAYFARER DRIVE AS DESCRIBED IN THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 4 AS RECORDED AT RECEPTION NO. 202206551 OF THE RECORDS OF SAID EL PASO COUNTY;  
THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WAYFARER DRIVE, THE FOLLOWING SIX (6) COURSES:  
1.) THENCE S 89°56'30" E, A DISTANCE OF 222.19 FEET TO A POINT OF CURVE TO THE LEFT;  
2.) THENCE SOUTHWESTERLY, A DISTANCE OF 520.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 465.00 FEET, HAVING A CENTRAL ANGLE OF 60°07'45" AND BEING SUBTENDED BY A CHORD BEARING S 49°01'19" E, 640.45 FEET TO A POINT TANGENT;  
3.) THENCE S 79°01'11" E, A DISTANCE OF 203.00 FEET;  
4.) THENCE S 14°33'47" W, A DISTANCE OF 10.00 FEET;  
5.) THENCE S 79°01'11" E, A DISTANCE OF 185.49 FEET TO A POINT OF CURVE TO THE RIGHT;  
6.) THENCE SOUTHWESTERLY, A DISTANCE OF 222.19 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 253.03 FEET, A CENTRAL ANGLE OF 92°07'03" AND BEING SUBTENDED BY A CHORD BEARING S 29°00'39" E, 346.39 FEET TO A POINT OF COMMENCEMENT, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MESA RIDGE PARKWAY, AS RECORDED AT RECEPTION NO. 30713953 OF THE RECORDS OF SAID EL PASO COUNTY;  
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MESA RIDGE PARKWAY, THE FOLLOWING FOUR (4) COURSES:  
1.) THENCE SOUTHWESTERLY, 141.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD BEARING S 70°00'00" W, 157.30 FEET;  
2.) THENCE N 72°00'00" W, A DISTANCE OF 743.29 FEET TO A POINT OF CURVE TO THE LEFT;  
3.) THENCE WESTERLY, 27.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 168.00 FEET, A CENTRAL ANGLE OF 10°41'43" AND BEING SUBTENDED BY A CHORD BEARING N 82°00'00" W, 27.64 FEET TO A POINT OF REVERSE CURVE;  
4.) THENCE WESTERLY, 37.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 10°41'43" AND BEING SUBTENDED BY A CHORD BEARING S 87°00'33" W, 35.06 FEET;  
THENCE N 27°00'00" W, A DISTANCE OF 36.73 FEET;  
THENCE NORTHERLY 28.51 FEET ALONG THE ARC OF A CURVE CONVEX TO THE EAST, HAVING A RADIUS OF 112.00 FEET, A CENTRAL ANGLE OF 13°33'42" AND BEING SUBTENDED BY A CHORD BEARING N 21°02'16" W, 36.45 FEET;  
THENCE N 19°15'17" W, A DISTANCE OF 42.00 FEET;  
THENCE NORTHEASTERLY, 16.99 FEET ALONG THE ARC OF A CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 36°22'23" AND BEING SUBTENDED BY A CHORD BEARING N 32°42'33" W, 63.78 FEET;  
THENCE N 51°08'51" W, A DISTANCE OF 167.76 FEET;  
THENCE S 47°43'04" W, A DISTANCE OF 180.09 FEET;  
THENCE SOUTHERLY 30.88 FEET ALONG THE ARC OF A CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 21°16'32" AND BEING SUBTENDED BY A CHORD BEARING S 29°00'39" E, 34.64 FEET;  
THENCE S 17°02'39" W, A DISTANCE OF 37.48 FEET TO A POINT ON THE NORTH LINE OF SAID MESA RIDGE PARKWAY;  
THENCE N 17°02'39" W, A DISTANCE OF 34.91 FEET ALONG THE NORTH LINE OF SAID MESA RIDGE PARKWAY TO A POINT ALONG THE EASTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD;  
THENCE NORTHERLY 719.66 FEET ALONG THE EAST LINE OF SAID POWERS BOULEVARD ALONG THE ARC OF A CURVE CONVEX TO THE WEST, HAVING A RADIUS OF 1230.74 FEET, A CENTRAL ANGLE OF 32°42'33" AND BEING SUBTENDED BY A CHORD BEARING N 27°02'40" E, 709.29 FEET;  
THENCE N 17°02'40" E, A DISTANCE OF 61.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 894.795 SF, (20.542 ACRES) MORE OR LESS.

### OWNER'S CERTIFICATE

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE EXECUTED, SIGNED AND SUBSCRIBED AND RECALLED SAID LANDS AND TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF SECURITY FIRE STATION NO. 4. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTIRE RESPONSIBILITY FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THAT PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

GLEN INVESTMENT GROUP NO. 1 LLC, AND GLEN INVESTMENT GROUP NO. 2 LLC,

MADE WITHOUT OBJECTION

STATE OF COLORADO )

COUNTY OF EL PASO )

ACKNOWLEDGED BEFORE ME, the 14 DAY OF December, 2021, BY MARK WATSON AS MEMBER.

MY COMMISSION EXPIRES July 23, 2022

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

### SURVEYOR'S STATEMENT

I, RANDALL D. HENCO, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SUBDIVISION EXEMPTION TRACT AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON 10/01/2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL WORKMANSHIP DONE AS SHOWN HEREON THAT MATHEMATICAL CALCULATION ERRORS ARE LESS THAN 1:10,000, AND THAT SAID SUBDIVISION EXEMPTION HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH INSTRUMENTS, SUBDIVISION, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE AND IS NOT A WARRANTY OF GUARANTEE EITHER EXPRESSED OR IMPLIED.

I ATTEST THE ABOVE ON THIS, 8 DAY OF December, 2021.

RANDALL D. HENCO

COLORADO REGISTERED PLS #27605

FOR AND ON BEHALF OF M.V.E., INC.

### BOARD OF COUNTY COMMISSIONERS CERTIFICATE

THE SUBDIVISION EXEMPTION FOR SECURITY FIRE STATION NO. 4 WAS APPROVED FOR FILING BY THE EL PASO COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS ON THE 29th DAY OF April, 2021, SUBJECT TO ANY NOTES SPECIFIED HEREON AND ANY CONDITIONS INCLUDED IN THE RESOLUTION OF APPROVAL.

CHIEF CLERK OF EL PASO COUNTY COMMISSIONERS

PLANNING AND COMMUNITY DEVELOPMENT DIVISION

### CLERK AND RECORDER

STATE OF COLORADO )

COUNTY OF EL PASO )

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 3:40 O'CLOCK P.M. THE 1st DAY OF Feb., 2021, A.D. AND IS DULY RECORDED AT RECEPTION NO. 222019404 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

Fee: \$20.00  
Surcharge: \$3.00

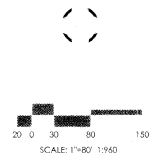
CHARLES D. BICKERMAN, RECORDER

BY: JESSICA ANDREWS, Deputy

SUBDIVISION EXEMPTION SECURITY FIRE STATION NO. 4	
MVE, INC.	DATE PROJECT: 6/13/24
ENGINEERS SURVEYORS	DATE DRAFTING: SUBS-C3
1051 Lacey Street, Suite 200 Colorado Springs, CO 80909 719.259.3756, www.mve-inc.com	DATE: JANUARY 5, 2021
	SHEET: 1 OF 2

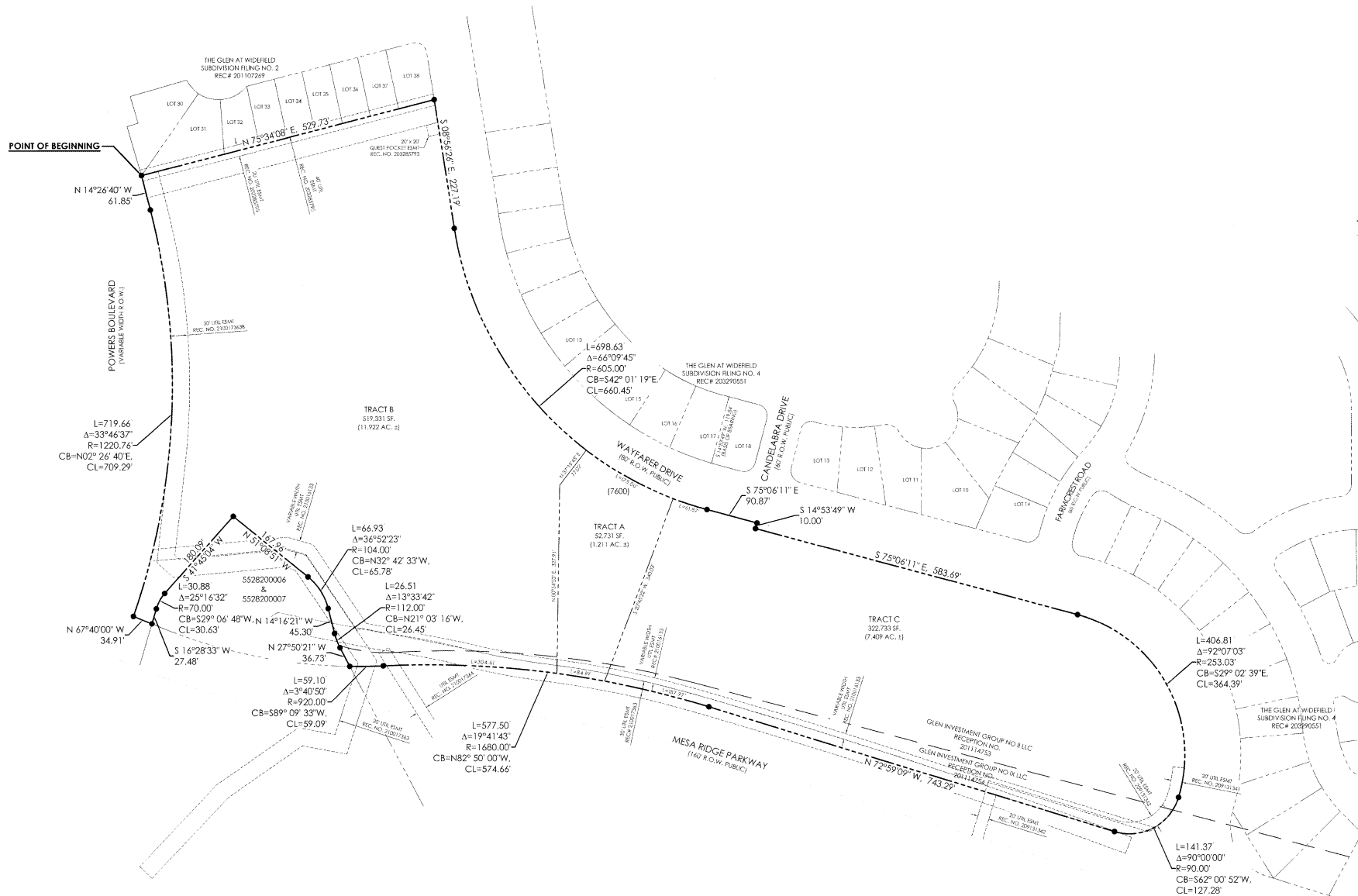
SPC FILE NO. EX-20-004

N 14904



LEGEND

- EXISTING BOUNDARY LINE
- - - EXISTING EASEMENT LINE
- LOT ADDRESSES
- SET #5 REBAR W/ 1-1/2" ALUMINUM CAP MARKED "POLARS, PLS 27402" FLUSH WITH THE GROUND



RBD ✓

SUBDIVISION EXEMPTION  
SECURITY FIRE STATION NO. 4

**MVE, INC.**

ENGINEERS SURVEYORS

1903 Liberty Street, Suite 900  
Chattanooga, TN 37403  
714.645.3130 www.mveinc.com

MAP PROJECT:  
61134  
MVE DRAWING:  
SUBDIVISION  
DATE:  
JANUARY 5, 2021  
SHEET:  
2 OF 2

PCD FILE NO. EX-20-004

Recorded at 1:40 o'clock P.M. JAN 28 1971 BOOK 2386 PAGE 985  
Reception No. 778836 HARRIET BEALS Recorder.

THIS DEED, Made this 28th day of January , 19 71 , between PEACEFUL VALLEY LAND CO., a corporation organized under the laws of the State of Colorado

of the County of El Paso and State of Colorado, of the first part, and JHW INVESTMENT COMPANY, a general partnership,

of the County of El Paso and State of Colorado, of the second part;

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of valuable consideration and

TEN AND -----No/100 Dollars, to the said part y of the first part, in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said part y of the second part, its successors and assigns forever, all the following described lots or parcel s of land, situate, lying and being in the County of El Paso and State of Colorado, to wit:

RECORDER'S STAMP

STATE DOCUMENT FILE

JAN 28 1971

Township 15 South, Range 65 West, 6th P.M.

- Sec. 20: All Sec. 21: W $\frac{1}{2}$ , SE $\frac{1}{2}$   
Sec. 22: All that part of the S $\frac{1}{2}$  lying North and West of the county road known as the C & S Road.  
Sec. 27: N $\frac{1}{2}$ N $\frac{1}{2}$  except that portion of the NE $\frac{1}{2}$ NE $\frac{1}{2}$  described in warranty deed to James A. Gum and Celia A. Gum, recorded in Book 1882 at page 338.  
Sec. 28: NE $\frac{1}{2}$ NE $\frac{1}{2}$  and all that part of the NW $\frac{1}{2}$  lying North of the main canal of the Fountain Mutual Irrigation Company.  
Sec. 29: All that part of the NE $\frac{1}{2}$  and E $\frac{1}{2}$ NW $\frac{1}{2}$  lying North of the main canal of Fountain Mutual Irrigation Company, except that portion of the NE $\frac{1}{2}$ NW $\frac{1}{2}$  described in a trustee's deed to Adolph G. Minars, recorded in Book 833 at page 483.

Together with all water rights, ditches, reservoirs, springs and wells located on or appurtenant to the said land, including 295 shares of the capital stock of The Fountain Mutual Irrigation Company; together with all other real estate or interests therein owned by the grantor and located in El Paso County, Colorado.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any-wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said part Y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto JHW Investment Company, a general partnership, the said part y of the second part, its successors and assigns forever.

And the said Peaceful Valley Land Co., a Colorado corporation, its successors and assigns, do hereby covenant, grant, bargain and agree to and with the said part y of the second part, its successors and assigns, the above bargained premises in the quiet and peaceable possession of said part y of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said part y of the first part to WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set its hand and seal the day and year first above written.

Sealed and Delivered in the Presence of PEACEFUL VALLEY LAND CO. [SEAL]

By: *John Watson* [SEAL]  
President

*Richard F. Hammond* [SEAL]  
Secretary

STATE OF COLORADO,

County of El Paso } ss.

The foregoing instrument was acknowledged before me this 28th day of January 1971 by *John Watson* as president and by *Richard F. Hammond* as secretary of Peaceful Valley Land Co., a Colorado corporation.

My commission expires *October 5*, 1972. Witness my hand and official seal.

*Handwritten Signature*  
Notary Public.

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Session 1967.

**SPECIAL WARRANTY DEED**

D.F.D.  
JHW Investment Company, Ltd., a Colorado limited partnership, for the consideration of ONE DOLLAR (\$1.00), in hand paid, hereby sells and conveys to Widefield Land, L.P., whose address is 3 Widefield Boulevard, Colorado Springs, CO 80911, the real property in the County of El Paso and State of Colorado, described in **Exhibit A** attached hereto and made a part hereof, with all its appurtenances, and warrants title to the same against all persons claiming by, through or under it, subject to taxes for 1998 and subsequent years and all matters of record in El Paso County, Colorado.

Signed this 31 day of December, 1998.

J. Patrick Kelly El Paso County  
01/08/1999 11:52  
Doc \$0.00 Page  
Rec \$25.00 1 of 5

099003603



JHW INVESTMENT COMPANY, LTD.,  
a Colorado limited partnership

By: JHW Service Corporation, its  
general partner

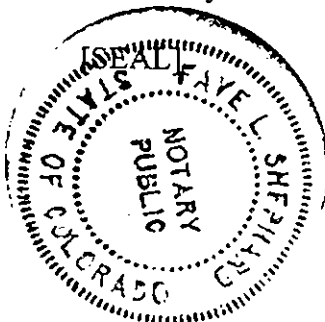
By: [Signature]  
Richard D. Janitell, President

STATE OF )  
COUNTY OF ) ss.

The foregoing Special Warranty Deed was acknowledged before me this 31<sup>st</sup> day of December, 1998, by Richard D. Janitell, as President of JHW Service Corporation, sole general partner of JHW Investment Company, Ltd.

Witness my hand and official seal.

My commission expires: 5/28/02



[Signature]  
Notary Public





01/08/1999

11:52

099003603

Doc \$0.00

Page

EXHIBIT A

Rec \$25.00

2 of 5

## LAND DESCRIPTION

A portion of the E 1/2 of Section 20, a portion of the NE 1/4 of the NE 1/4 of Section 29, a portion of the N 1/2 of Section 28, a portion of Section 21, a portion of the N 1/2 of the NW 1/4 of Section 27, and a portion of the S 1/2 of Section 22, all in Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Bearings are based on the West line of said Section 21, assuming said line bears N 00°01'00" E;

Commencing at the Northwest corner of said Section 21; Thence S 00°01'00" W, along said West line of Section 21, a distance of 40.00 feet to the POINT OF BEGINNING; Thence N89°43'02" E, running parallel to and 40.00 feet Southerly of the North line of said Section 21, a distance of 630.28 feet to the Northerly line of Lot 3 in Peaceful Valley Estates according to the recorded plat thereof as filed for record June 14, 1971 in Plat Book S-2 at Page 1 of the records of El Paso County, Colorado; Thence along the Westerly line of said Peaceful Valley Estates, the following four (4) courses:

- 1) S 59°43'21" W, a distance of 188.66 feet;
- 2) S 19°10'02" W, a distance of 918.88 feet;
- 3) S 00°01'00" W, a distance of 1136.90 feet;
- 4) S 61°35'56" E, a distance of 394.91 feet;

Thence S 28°24'04" W, a distance of 55.00 feet; Thence along the arc of a curve to the left having a radius of 55.00 feet, a central angle of 135°00'00", a length of 129.59 feet (chord bears S 39°05'56" E); Thence N 73°24'04" E, a distance of 22.29 feet; Thence along the arc of a curve to the right having a radius of 61.90 feet, a central angle of 47°11'39", a length of 50.99 feet (chord bears S 82°59'33" E); Thence S 59°23'44" E, a distance of 626.98 feet; Thence along the arc of a curve to the left having a radius of 210.00 feet, a central angle of 31°19'51", a length of 114.83 feet (chord bears S 75°03'40" E); Thence N 89°16'24" E, a distance of 583.15 feet; Thence along the arc of a curve to the right having a radius of 100.55 feet, a central angle of 22°30'00", a length of 39.49 feet (chord bears S 79°28'35" E); Thence S 68°13'35" E, a distance of 34.39 feet; Thence along the arc of a curve to the left having a radius of 55.00 feet, a central angle of 112°30'00", a length of 107.99 feet (chord bears N 55°31'25" E); Thence N 00°43'35" W, a distance of 67.56 feet to the Southerly line of Lot 48 as platted in Vacation and Replat of Lots 42 THRU 48 Peaceful Valley Estates according to the recorded plat thereof as filed for record May 2, 1973 in Plat Book Y-2 at Page 26 of said records; Thence along said Southerly line for the following two (2) courses:

- 1) S 82°06'44" E, a distance of 253.01 feet;
- 2) N 74°55'22" E, a distance of 387.86 feet to the Northwest corner of the SE 1/4 of said Section 21;

Thence N 89°42'17" E, along the North line of said SE 1/4 of Section 21, a distance of 2625.74 feet to the E 1/4 corner of said Section 21; Thence N 89°51'21" E, along the North line of the S 1/2 of said Section 22, a distance of 3412.04 feet to the Westerly right-of-way line of Marksheffel Road; Thence S 15°12'55" W along said Westerly line, a distance of 2260.45 feet; Thence S 89°47'09" W, a distance of 4124.90 feet; Thence S 00°11'17" W, a distance of 457.73 feet to a point on the northerly line of said

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Section 28: Thence S 89°41'46" W, along the North line of the NW 1/4 of the NE 1/4 of said Section 28, a distance of 1314.36 feet; Thence S 00°16'22" W, along the West line of said NW 1/4 of the NE 1/4 of Section 28, a distance of 1320.10 feet; Thence N 89°42'06" E, along the South line of said NW 1/4 of the NE 1/4 of Section 28, a distance of 131.43 feet to the Westerly line of Fountain Mutual Irrigation Ditch as described in Book N at Page 46 of said records; Thence along the Northerly line of said Fountain Mutual Irrigation Ditch the following fifty-three (53) courses:

- 1) S 64°21'10" W, a distance of 109.96 feet;
- 2) Along the arc of a curve to the left, having a radius of 145.00 feet, a central angle of 40°00'00" a length of 101.23 feet (chord bears S 44°21'10" W);
- 3) S 24°21'10" W, a distance of 217.24 feet;
- 4) S 20°18'12" W, a distance of 407.09 feet;
- 5) Along the arc of a curve to the right having a radius of 21.00 feet, a central angle of 89°02'05" a length of 32.63 feet (chord bears S 64°49'14" W);
- 6) N 70°39'43" W, a distance of 42.79 feet;
- 7) Along the arc of a curve to the left having a radius of 303.00 feet, a central angle of 14°06'03", a length of 74.57 feet (chord bears N 77°42'45" W);
- 8) N 84°45'46" W, a distance of 42.45 feet;
- 9) Along the arc of a curve to the right, having a radius of 72.00 feet, a central angle of 77°34'32", a length of 97.48 feet (chord bears N 45°58'30" W);
- 10) N 07°11'14" W, a distance of 147.36 feet;
- 11) Along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 34°30'25", a length of 75.28 feet (chord bears N 24°26'26" W);
- 12) N41°41'39" W, a distance of 256.99 feet;
- 13) Along the arc of a curve to the left, having a radius of 128.00 feet, a central angle of 37°39'42", a length of 84.14 feet (chord bears N 60°31'30" W);
- 14) N79°21'12" W, a distance of 312.08 feet;
- 15) Along the arc of a curve to the right having a radius of 105.00 feet, a central angle of 29°38'12", a length of 54.31 feet (chord bears N 64°32'15" W);
- 16) N49°43'09" W, a distance of 523.46 feet;
- 17) Along the arc of a curve to the left having a radius of 121.00 feet, a central angle of 25°13'15", a length of 53.26 feet (chord bears N 62°19'47" W);
- 18) N74°56'24" W, a distance of 77.09 feet;
- 19) N70°04'50" W, a distance of 91.39 feet;
- 20) Along the arc of a curve to the right having a radius of 83.00 feet, a central angle of 28°52'45", a length of 41.84 feet (chord bears N 55°38'28" W);
- 21) N 41°12'05" W, a distance of 40.73 feet;
- 22) N 27°49'22" W, a distance of 311.64 feet;
- 23) Along the arc of a curve to the right having a radius of 102.00 feet, a central angle of 13°34'00", a length of 24.15 feet (chord bears N 21°02'22" W);
- 24) N 14°15'22" W, a distance of 45.30 feet;
- 25) Along the arc of a curve to the left having a radius of 114.00 feet, a central angle of 36°52'30", a length of 73.37 feet (chord bears N 32°41'37" W);
- 26) N 51°07'52" W, a distance of 177.47 feet;
- 27) S 41°46'03" W, a distance of 189.60 feet;

- 28) Along the arc of a curve to the left having a radius of 80.00 feet, a central angle of  $25^{\circ}16'31''$ , a length of 35.29 feet (chord bears  $S 29^{\circ}7'47'' W$ );
- 29)  $S 16^{\circ}29'32'' W$ , a distance of 102.28 feet;
- 30) Along the arc of a curve to the left having a radius of 206.00 feet, a central angle of  $17^{\circ}42'33''$ , a length of 63.67 feet (chord bears  $S 07^{\circ}38'15'' W$ );
- 31)  $S 01^{\circ}13'01'' E$ , a distance of 84.07 feet;
- 32)  $S 14^{\circ}20'10'' W$ , a distance of 135.20 feet;
- 33)  $S 06^{\circ}23'55'' W$ , a distance of 207.87 feet;
- 34) Along the arc of a curve to the right having a radius of 147.00 feet, a central angle of  $16^{\circ}41'49''$ , a length of 42.84 feet (chord bears  $S 14^{\circ}44'49'' W$ );
- 35)  $S 23^{\circ}05'44'' W$ , a distance of 36.72 feet;
- 36) Along the arc of a curve to the right having a radius of 49.00 feet, a central angle of  $49^{\circ}24'15''$ , a length of 42.25 feet (chord bears  $S 47^{\circ}47'51'' W$ );
- 37)  $S 72^{\circ}29'59'' W$ , a distance of 75.82 feet;
- 38) Along the arc of a curve to the right having a radius of 30.00 feet, a central angle of  $49^{\circ}09'42''$ , a length of 25.74 feet (chord bears  $N 82^{\circ}55'10'' W$ );
- 39)  $N 58^{\circ}20'19'' W$ , a distance of 16.12 feet;
- 40) Along the arc of a curve to the right having a radius of 38.00 feet, a central angle of  $31^{\circ}18'30''$ , a length of 20.76 feet (chord bears  $N 42^{\circ}41'04'' W$ );
- 41)  $N 27^{\circ}01'49'' W$ , a distance of 16.67 feet;
- 42) Along the arc of a curve to the right having a radius of 72.00 feet, a central angle of  $33^{\circ}40'14''$ , a length of 42.31 feet (chord bears  $N 10^{\circ}55'34'' W$ );
- 43)  $N 06^{\circ}38'27'' E$ , a distance of 209.80 feet;
- 44) Along the arc of a curve to the left having a radius of 103.00 feet, a central angle of  $06^{\circ}49'23''$ , a length of 120.13 feet (chord bears  $N 26^{\circ}46'15'' W$ ) to the west line of said Section 28;
- 45) Continuing along the arc of a curve to the left having a radius of 103.00 feet, a central angle of  $24^{\circ}04'37''$ , a length of 43.28 feet (chord bears  $N 72^{\circ}13'15'' W$ );
- 46)  $N 84^{\circ}15'33'' W$ , a distance of 236.92 feet;
- 47) Along the arc of a curve to the left having a radius of 540.00 feet, a central angle of  $04^{\circ}53'32''$ , a length of 46.11 feet (chord bears  $N 86^{\circ}42'20'' W$ );
- 48)  $N 89^{\circ}09'05'' W$ , a distance of 124.09 feet;
- 49) Along the arc of a curve to the left having a radius of 140.00 feet, a central angle of  $40^{\circ}56'05''$ , a length of 100.02 feet (chord bears  $N 68^{\circ}41'03'' W$ );
- 50)  $N 48^{\circ}13'01'' W$ , a distance of 126.77 feet;
- 51) Along the arc of a curve to the right having a radius of 8.00 feet, a central angle of  $46^{\circ}29'23''$ , a length of 6.49 feet (chord bears  $N 24^{\circ}58'17'' W$ );
- 52)  $N 01^{\circ}43'37'' W$ , a distance of 137.18 feet;
- 53) Along the arc of a curve to the left having a radius of 135.00 feet, a central angle of  $37^{\circ}14'43''$ , a length of 87.76 feet (chord bears  $N 20^{\circ}20'59'' W$ ) to the Southerly line of Sunrise Ridge Subdivision Filing No. 8 according to the recorded plat thereof as filed for record July 11, 1988 in Plat Book D-4 at Page 33 of said records;

Thence along the Southerly line of said Sunrise Ridge Subdivision Filing No. 8 for the following two (2) courses:

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- 1) Along the arc of a non-tangent curve to the left having a radius of 1034.60 feet, a central angle of  $28^{\circ}19'14''$ , a length of 511.39 feet (chord bears N  $58^{\circ}13'34''$  E);
- 2) Along the arc of a curve to the left having a radius of 500.00 feet, a central angle of  $44^{\circ}02'55''$ , a length of 384.40 feet (chord bears N  $22^{\circ}02'28''$  E) to the Westerly line of Powers Boulevard as platted in Sunrise Ridge Subdivision Filing No. 7 according to the recorded plat thereof as filed for record December 29, 1986 in Plat Book B-4 at Page 106 of said records;

Thence along said Westerly line of Powers Boulevard as platted in said Sunrise Ridge Subdivision Filing No. 7, Sunrise Ridge Subdivision Filing No. 5 according to the recorded plat thereof as filed for record April 6, 1987 in Plat Book U-3 at Page 16 of said records, and Sunrise Ridge Subdivision Filing No. 3 according to the recorded plat thereof as filed for record November 6, 1981 in Plat Book O-3 at Page 79 of said records, the following two (2) courses:

- 1) N  $00^{\circ}01'00''$  E, a distance of 4178.94 feet;
- 2) N  $10^{\circ}08'10''$  W, a distance of 964.41 feet to the Southerly line of Fontaine Boulevard as platted in said Sunrise Ridge Subdivision Filing No. 3;

Thence N  $89^{\circ}48'30''$  E, parallel to and 50 feet Southerly of the North line of Section 20, a distance of 275.00 feet to the East line of said Section 20; Thence N  $00^{\circ}01'00''$  E, along said East line, a distance of 10.00 feet to the POINT OF BEGINNING.

This description contains 573.32 acres more or less.

Excepting that portion conveyed to the State of Colorado recorded in Book 2386 at Page 985. (Tract C )

and

Excepting that portion subdivided as Peaceful Valley Estates Subdivision Filing No. 2, as recorded in Plat Book H-5 at Page 72.

and

Excepting the well site known as JWH-1A, as recorded at Reception No. 97048696 of said records.

and

Excepting the well site known as JWH-2, as recorded at Reception No. 97048695 of said records.

This description contains 514.571 acres more or less.

## Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That Widefield Land L. P., a Limited Partnership

of the County of El Paso and state of Colorado for the  
consideration of Ten Dollars and other good and valuable considerations

(\$ 10.00) dollars in hand paid hereby sell and convey to

Glen Investment Group No. II, LLC

Whose legal address is (including road or street address if applicable) P.O. Box 1107, Golden, Colorado 80402

of the county of Jefferson and state of Colorado

the following Real Property situated in the County of El Paso

and State of Colorado, to wit:

See Attached Exhibit "A"

With all it appurtenances and warrant (s) the title to the same, subject to taxes for the year 2000 and all subsequent years, and all matters of record as of the date of this deed.

Signed and delivered this 27th day of September 2000

J. Mark Watson, Manager

JMW Real Estate, LLC

General Partner of Widefield Land L.P.

STATE OF Colorado  
County of El Paso } SS

The foregoing instrument was acknowledged before me

This 27th day of September 2000

by J. Mark Watson, Manager  
JMW Real Estate, LLC  
General Partner of Widefield Land L.P.

Witness my hand and official seal  
My Commission expires 3-26-02

Marion R. Swope  
NOTARY PUBLIC

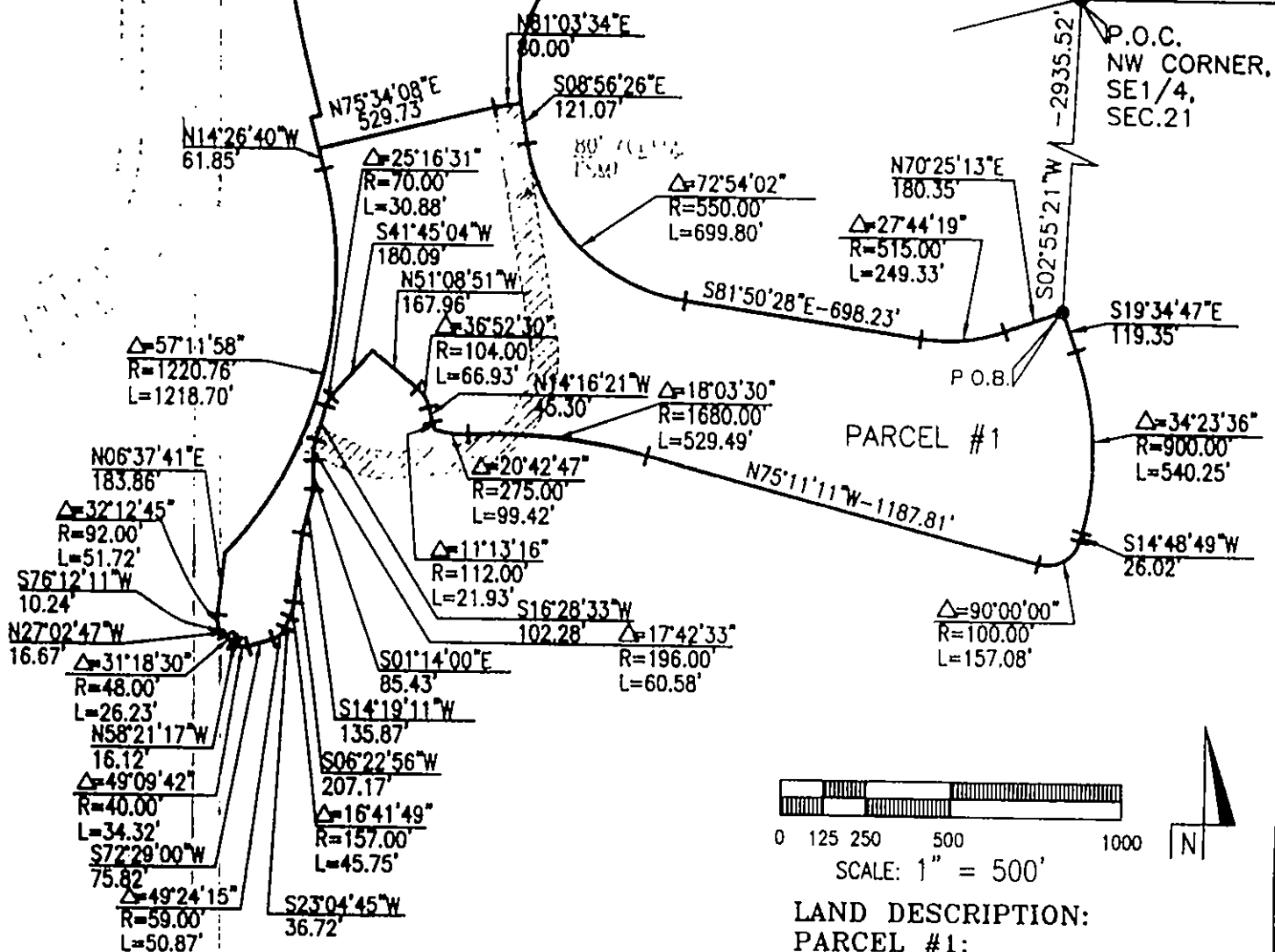


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~~EXHIBIT A~~

Vacation & Replat  
Lots 42 thru 48  
Peaceful Valley Estates

P.O.C.  
NW CORNER,  
SE1/4,  
SEC.21



LAND DESCRIPTION:  
PARCEL #1:

Commencing at the Northwest corner of the Southeast One-quarter (SE1/4) of Section 21, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado; Thence S02°55'21"W, a distance of 2935.52 feet to the Point of Beginning;

Thence S19°34'47"E, a distance of 119.35 feet; Thence along the arc of a curve to the right having a central angle of 34°23'38", a radius of 900.00 feet, an arc length of 540.25 feet; Thence S14°48'49"W, a distance of 26.02 feet; Thence along the arc of a curve to the right having a central angle of 90°00'00", a radius of 100.00 feet, an arc length of 157.08; Thence N75°11'11"W, a distance of 1187.81 feet; Thence along the arc of a curve to the left having a central angle of 18°03'30", a radius of 1680.00 feet, an arc length of 529.49 feet; Thence along the arc of a curve to the right having a central angle of 20°42'47", a radius of 275.00 feet, an arc length of 99.42 feet; Thence along the arc of a non-tangent curve to the right having a central angle of 11°13'16", a radius of 112.00 feet, an arc length of 21.93 feet, whose chord bears N19°52'59"W; Thence N14°16'21"W, a distance of 45.30 feet; Thence along the arc of a curve to the left having a central angle of 36°52'30", a radius of 104.00, an arc length of 66.93 feet; Thence N51°08'51"W, a distance of 167.96 feet; Thence S41°45'04"W, a distance of 180.09 feet; Thence along the arc of a curve to the left, having a central angle of 25°16'31", a radius of 70.00 feet, an arc length of 30.88 feet; Thence S16°28'33"W, a distance of 102.28 feet; Thence along the arc of a curve to the left having a central angle of 17°42'33", a radius of 196.00 feet, an arc length of 60.58 feet; Thence S01°14'00"E, a distance of 85.43 feet; Thence S14°19'11"W, a distance of 135.87 feet; Thence S06°22'56"W, a distance of 207.17 feet; Thence along the arc of a curve to the right having a central angle of 16°41'49", a radius of 157.00 feet, an arc length of 45.75 feet; Thence S23°04'45"W, a distance of 36.72 feet; Thence along the arc of a curve to the right having a central angle of 49°24'15", a radius of 59.00 feet, an arc length of 50.87 feet; Thence S72°29'00"W, a distance of 75.82 feet; Thence along the arc of a curve to the right having a central angle of 49°09'42", a radius of 40.00 feet, an arc length of 34.32 feet; Thence N58°21'17"W, a distance of 16.12 feet; Thence along the arc of a curve to the right having a central angle of 31°18'30", a radius of 48.00 feet, an arc length of 26.23 feet; Thence N27°02'47"W, a distance of 16.67 feet; Thence S76°12'11"W, a distance of 10.24 feet; Thence along the arc of a non-tangent curve to the right having a central angle of 32°12'45", a radius of 92.00 feet, an arc length of 51.72 feet, whose chord bears N09°28'42"W; Thence N06°37'41"E, a distance of 183.86 feet; Thence along the arc of a non-tangent curve to the left having a central angle of 57°11'58", a radius of 1220.76 feet, an arc length of 1218.70 feet, whose chord bears N14°09'19"E; Thence N14°26'40"W, a distance of 61.85 feet; Thence N75°34'08"E, a distance of 529.73 feet; Thence N81°03'34"E, a distance of 80.00 feet; Thence S08°56'26"E, a distance of 121.07 feet; Thence along the arc of a curve to the left having a central angle of 72°54'02", a radius of 550.00 feet, an arc length of 699.80 feet; Thence S81°50'28"E, a distance of 698.23 feet; Thence along the arc of a curve to the left having a central angle of 27°44'19", a radius of 515.00 feet, an arc length of 249.33 feet; Thence N70°25'13"E, a distance of 180.35 feet to the Point of Beginning.

Said Parcel contains 34.633 acres more or less.

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

<b>PINNACLE LAND SURVEYING, INC.</b>		
635 W. Cucharas, Colorado Springs, CO 80937		
<b>EXHIBIT</b>		
<b>PARCEL 1</b>		
<b>TITLE:</b>		
<b>SCALE: 1" = 500'</b>	<b>DRAWN BY: CAJ</b>	<b>FILE: 00012200WORK.DWG</b>
<b>DATE: 1/30/01</b>	<b>CHECKED BY: JMT</b>	<b>JOB NO 00012200</b>



## WARRANTY DEED

THIS DEED, Made this day of July 29, 2003, between

GLEN INVESTMENT GROUP II, LLC., A COLORADO LIMITED LIABILITY COMPANY

a corporation duly organized and existing and by virtue of the laws of the state of, grantor, and

WATER RESOURCE DEVELOPMENT CO., A COLORADO CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of grantee;

whose legal address is, , ,

WITNESSETH, that the grantor, for and in consideration of the sum of \$366,000.00 Dollars the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed and, by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado described as follows:

SEE ATTACHED LEGAL DESCRIPTION

D.F.  
\$36,600

also known by street and number as: , , ,

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for itself, its successors and assigns, does covenant and agree to and with the grantee, its successors and assigns, that at the time of ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, AND EXCEPT GENERAL TAXED FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, AND EXCEPT EASEMENTS, CONVENANTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY, IF ANY OF RECORD.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its, and its corporate seal to be hereunto affixed, by its Secretary, the day and year first Written.

Attest:

GLEN INVESTMENT GROUP NO. II, LLC, A  
LIMITED LIABILITY COMPANY

By: [Signature]

STATE OF COLORADO

}ss.

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me on 29th day of July, 2003

By: Frank C. Watson as Manager of FCW Real Estate, LLC  
as manager of GLEN INVESTMENT GROUP NO. II, LLC, A LIMITED LIABILITY COMPANY

Witness my hand and official seal.

My commission expires: 3-26-06

Marion R. Swope  
, Notary Public

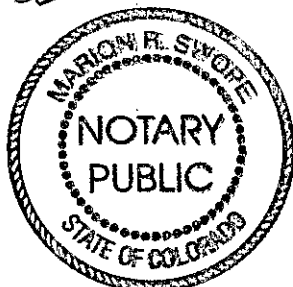


EXHIBIT A

A TRACT OF LAND SITUATED IN SECTIONS 21 AND 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF EL PASO, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 2, AS RECORDED IN RECEPTION NO. 201107269 OF THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE S 08 DEGREES 56 MINUTES 26 SECONDS E, A DISTANCE OF 121.07 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 72 DEGREES 54 MINUTES 02 SECONDS, A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 699.80 FEET; THENCE S 81 DEGREES 50 MINUTES 28 SECONDS E, A DISTANCE OF 698.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 44 MINUTES 19 SECONDS, A RADIUS OF 515.00 FEET, AN ARC LENGTH OF 249.33 FEET; THENCE N 70 DEGREES 25 MINUTES 13 SECONDS E, A

DISTANCE OF 180.35 FEET; THENCE S 19 DEGREES 34 MINUTES 47 SECONDS E, A DISTANCE OF 119.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34 DEGREES 23 MINUTES 36 SECONDS, A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 540.25 FEET; THENCE S 14 DEGREES 48 MINUTES 49 SECONDS W, A DISTANCE OF 26.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 157.08; THENCE N 75 DEGREES 11 MINUTES 11 SECONDS W, A DISTANCE OF 214.67 FEET; THENCE ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 50 MINUTES 02 SECONDS, A RADIUS OF 90.00 FEET, AN ARC LENGTH OF 20.16 FEET, WHOSE CHORD BEARS N 10 DEGREES 35 MINUTES 50 SECONDS E; THENCE N 72 DEGREES 59 MINUTES 09 SECONDS W, A DISTANCE OF 100.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 92 DEGREES 07 MINUTES 02 SECONDS, A RADIUS OF 253.03 FEET, AN ARC LENGTH OF 406.81, WHOSE CHORD BEARS N 29 DEGREES 02 MINUTES 40 SECONDS W; THENCE N 75 DEGREES 06 MINUTES 11 SECONDS W, A DISTANCE OF 583.69 FEET; THENCE N 14 DEGREES 53 MINUTES 49 SECONDS E, A DISTANCE OF 10.00 FEET; THENCE N 75 DEGREES 06 MINUTES 11 SECONDS W, A DISTANCE OF 90.87 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 66 DEGREES 09 MINUTES 45 SECONDS, A RADIUS OF 605.00 FEET, AN ARC LENGTH OF 698.63 FEET; THENCE N 08 DEGREES 56 MINUTES 26 SECONDS W, A DISTANCE OF 227.19 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 2; THENCE N 81 DEGREES 03 MINUTES 34 SECONDS E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.



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## Statement of Authority

(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:  
Glen Investment Group No. II, LLC
2. The type of entity is a
 

<input checked="" type="checkbox"/> limited liability company	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> general partnership	<input type="checkbox"/> registered limited liability limited partnership
<input type="checkbox"/> limited partnership	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> trust	<input type="checkbox"/> unincorporated nonprofit association
<input type="checkbox"/> business trust	<input type="checkbox"/> government or governmental subdivision agency
<input type="checkbox"/>	
3. The entity is formed under the laws of Colorado
4. The mailing address of the entity is:  
3 Widefield Blvd.,  
Colorado Springs, CO 80911
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:  
Frank C. Watson, Manager of FCW Real Estate, LLC, which is the manager of Glen Investment Group No. II, LLC.
6. The authority of the foregoing person(s) to bind the entity is ☒ not limited  
☐ limited as follows:  
\_\_\_\_\_  
\_\_\_\_\_
7. This Statement of Authority is executed on behalf of the entity pursuant to the provision of §38-30-173, C.R.S.
8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 28th day of July, 2003.

Signature: \_\_\_\_\_

Printed or Typed Name: Frank C. WatsonTitle: Manager

STATE OF Colorado )  
 ) ss.

COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 28th day of

July, 2003, by: Frank C. Watson

Witness my hand and official seal

My commission expires: 3-26-06

Marion R. Swope  
Notary Public



**RETURN RECORDED DOCUMENT TO:**  
Security Fire District, a quasi-municipal corporation a/k/a Security  
Fire Protection District, a governmental subdivision  
400 Security Blvd, Colorado Springs, CO 80911

Document Fee: \$36.50

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 29 day of June, 2021, is made between Glen Investment Group No. II, LLC, a Colorado Limited Liability Company ("Grantor"), duly organized and existing under the laws of the State of Colorado

AND

Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision ("Grantee"), duly organized and existing under the laws of the State of Colorado, whose legal address is 400 Security Blvd, Colorado Springs, CO 80911.

WITNESS, that the Grantor(s), for and in consideration of THREE HUNDRED SIXTY FIVE THOUSAND AND 00/100 DOLLARS (\$365,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Exhibit A

ALSO KNOWN AS: TBD, Colorado Springs, CO

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

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

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

  
Glen Investment Group No. II, a Colorado  
Limited Liability Group  
By: Mark Watson, Member

Chuck Broerman  
02/09/2022 02:45:16 PM  
Doc \$36.50 2  
Rec \$18.00 Pages

El Paso County, CO



222019878

State of : Colorado

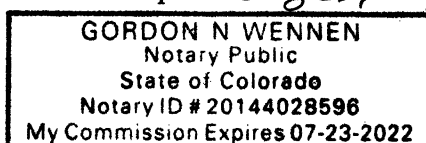
}  
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} ss.  
}

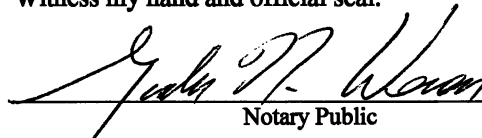
County Of El Paso

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 29 June, 2021, by Mark Watson as Member of Glen Investment Group No. II, LLC, a Colorado Limited Liability Company

My Commission expires: July 23, 2022

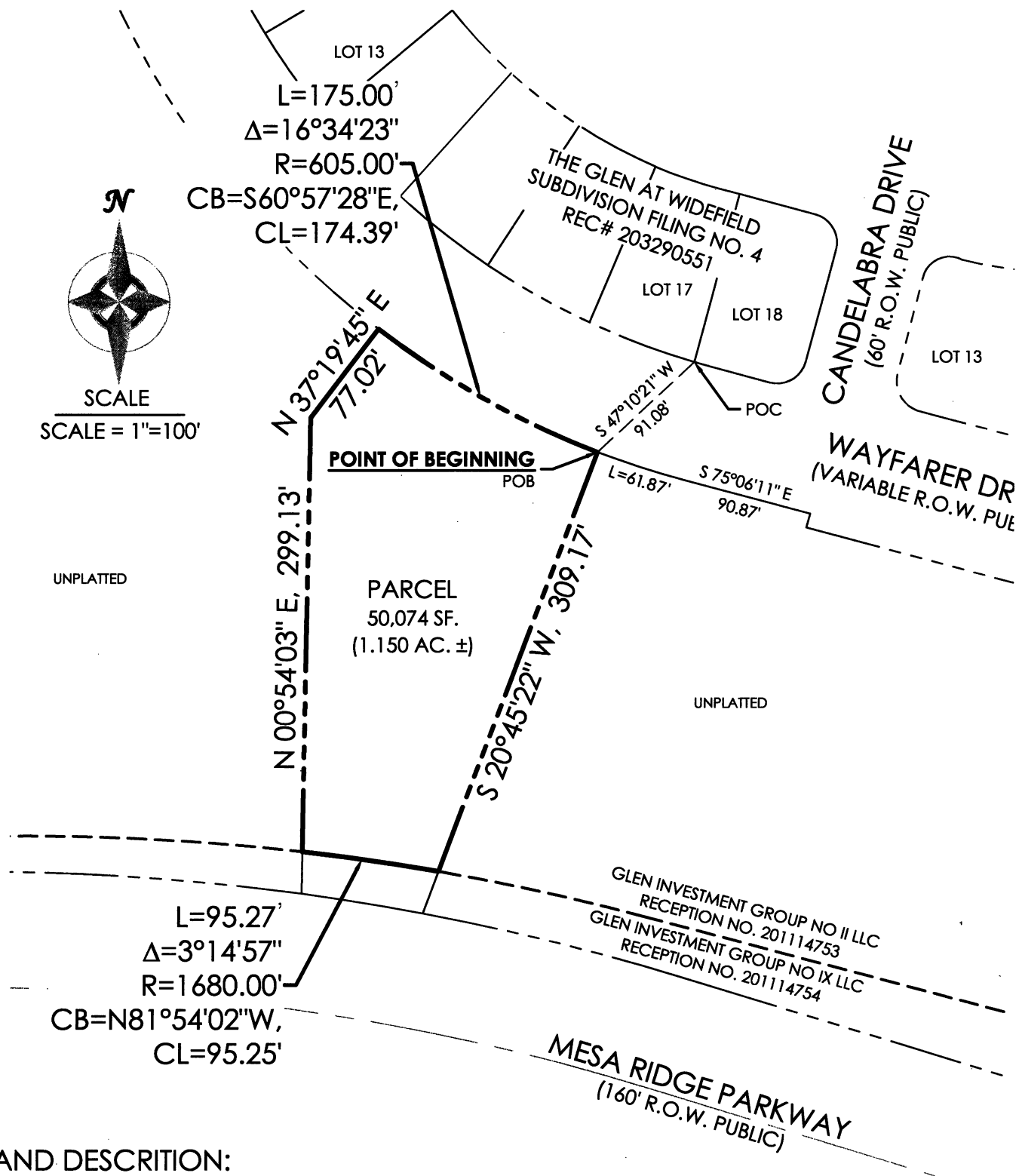
Witness my hand and official seal.



  
Notary Public

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

EXHIBIT A



LAND DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 28, TOWNSHIP 15 SOUTH (T15S), RANGE 65 WEST (R65W) OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL #1 AS DESCRIBED IN THE DEED RECORDED IN RECEPTION NO. 201114753 OF THE RECORDS OF EL PASO COUNTY, COLORADO

COMMENCING (POC) AT THE SOUTHWEST CORNER OF LOT 18, THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 4 AS RECORDED IN RECEPTION NO. 203290551 OF THE RECORDS OF SAID EL PASO COUNTY, THENCE S47°10'21"W, 91.08 FEET TO A POINT ON THE SOUTHERLY LINE OF WAYFARER DRIVE AND THE **POINT OF BEGINNING (POB)**;

THENCE S20°45'22"W, A DISTANCE OF 309.17 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL #1;

THENCE WESTERLY, 95.27 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH AND ALONG THE SOUTHERLY LINE OF SAID PARCEL #1, SAID ARC HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF 3°14'57" AND BEING SUBTENDED BY A CHORD THAT BEARS N81°54'02"W, 95.25 FEET;

THENCE N00°54'03"E, A DISTANCE OF 299.13 FEET;

THENCE N31°19'45"E, A DISTANCE OF 77.02 FEET TO A POINT ON THE SOUTH LINE OF SAID WAYFARER DRIVE;

THENCE SOUTHEASTERLY, 175.00 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AND ALONG THE SOUTHERLY LINE OF SAID WAYFARER DRIVE, SAID ARC HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 16°34'23" AND BEING SUBTENDED BY A CHORD THAT BEARS N60°57'28"W, 174.39 FEET TO THE **POINT OF BEGINNING**;

SAID TRACT CONTAINS 1.150 ACRES (50,074 SF) MORE OR LESS.

<div>MONUMENT VALLEY ENGINEERS INC.</div> <div>ENGINEERS * SURVEYORS 1903 LELARAY STREET COLORADO SPRINGS, COLORADO 80909 PHONE (719) 635-5736</div>	XREFS	PROJECT: SECURITY FIRE STATION			
		TITLE: LEGAL DESCRIPTION EXHIBIT			
		PROJ. NO. 61134	DATE: NOVEMBER 15, 2021	DRAWING NO. -BOUNDARY LEGALS	SHEET 1 OF 1

08/10/2001

09:25

201114754

Doc \$0.00

Page

Rec \$15.00

1 of 3



# Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That Widefield Land L. P., a Limited Partnership

of the County of El Paso and state of Colorado for the

consideration of Ten Dollars and other good and valuable considerations

(\$ 10.00) dollars in hand paid hereby sell and convey to

Glen Investment Group No. IX, LLC

Whose legal address is (including road or street address if applicable) P.O. Box 1107, Golden, Colorado 80402

of the county of Jefferson and state of Colorado

the following Real Property situated in the County of El Paso

and State of Colorado, to wit:

See Attached Exhibit "A" and Exhibit "B"

With all it appurtenances and warrant (s) the title to the same, subject to taxes for the year 2000 and all subsequent years, and all matters of record as of the date of this deed.

Signed and delivered this 27th day of September 2000

J. Mark Watson, Manager

JMW Real Estate, LLC

General Partner of Widefield Land L.P.

STATE OF Colorado

County of El Paso } SS

The foregoing instrument was acknowledged before me

This 27th day of September 2000

by J. Mark Watson, Manager

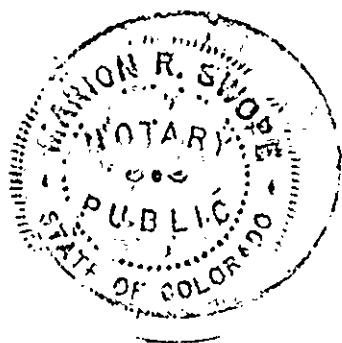
JMW Real Estate, LLC

General Partner of Widefield Land L.P.

Witness my hand and official seal

My Commission expires 3-26-02

Marion R. Swape  
NOTARY PUBLIC



# EXHIBIT A

PEACEFUL VALLEY  
ESTATES, NO. 2

P.O.C.

N90°00'00"E  
0.07'

P.O.B.

$\Delta=11^{\circ}23'31''$   
R=5102.54'  
L=1014.52'

S00°00'00"W  
24.54'

$\Delta=02^{\circ}49'14''$   
R=5105.00'  
L=251.31'

S14°27'42"E  
192.87'

$\Delta=44^{\circ}02'55''$   
R=500.00'  
L=384.40'

$\Delta=28^{\circ}19'14''$   
R=1034.60'  
L=511.39'

$\Delta=37^{\circ}14'43''$   
R=135.00'  
L=87.76'

N01°43'37"W  
137.18'

$\Delta=46^{\circ}29'21''$   
R=8.00'  
L=6.49'

N48°13'01"W  
126.77'

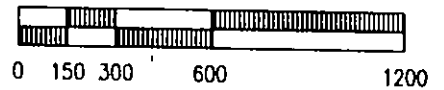
$\Delta=40^{\circ}56'05''$   
R=140.00'  
L=100.02'

PARCEL B

N3°44'51"W  
199.07'

$\Delta=04^{\circ}53'32''$   
R=540.00'  
L=46.11'

N89°09'05"W  
124.09'



SCALE: 1" = 600'

## LAND DESCRIPTION:

### PARCEL B:

Commencing at the Southwesterly corner of Peaceful Valley Estates Filing No. 2, as recorded in Plot Book H-5 at Page 72, of the records of the office of the Clerk and Recorder of the County of El Paso, State of Colorado; Thence S14°35'07"W, a distance of 1074.82 feet to the Point of Beginning;

Thence along the arc of a non-tangential curve to the left having a central angle of 11°23'31", a radius of 5102.54 feet, an arc length of 1014.52 feet, whose chord bears S05°54'02"E; Thence S00°00'00"W, a distance of 24.54 feet; Thence along the arc of a non-tangent curve to the right having a central angle of 02°49'14", a radius of 5105.00 feet, an arc length of 251.31 feet, whose chord bears S13°03'05"E; Thence S14°27'42"E, a distance of 192.87 feet; Thence along the arc of a curve to the right having a central angle of 51°48'09", a radius of 1096.98 feet, an arc length of 991.81 feet; Thence N83°44'51"W, a distance of 199.07 feet; Thence along the arc of a curve to the left having a central angle of 04°53'32", a radius of 540.00 feet, an arc length of 46.11 feet; Thence N89°09'05"W, a distance of 124.09 feet; Thence along the arc of a curve to the right having a central angle of 40°56'05", a radius of 140.00 feet, an arc length of 100.02 feet; Thence N48°13'01"W, a distance of 126.77 feet; Thence along the arc of a curve to the right having a central angle of 46°29'21", a radius of 8.00 feet, an arc length of 6.49 feet; Thence N01°43'37"W, a distance of 137.18 feet; Thence along the arc of a curve to the left having a central angle of 37°14'43", a radius of 135.00 feet, an arc length of 87.76 feet; Thence along the arc of a non-tangential curve to the left having a central angle of 28°19'14", a radius of 1034.60 feet, an arc length of 511.39 feet, whose chord bears N58°13'34"E; Thence along the arc of a curve to the left having a central angle of 44°02'55", a radius of 500.00 feet, an arc length of 384.40 feet, whose chord bears N22°02'30"E; Thence N00°01'11"E, a distance of 1418.85 feet; Thence N90°00'00"E, a distance of 0.07 feet to the Point of Beginning.

Said Parcel contains 12.931 acres more or less.

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

**PINNACLE LAND SURVEYING, INC.**  
925 W. Cucheras, Colorado Springs, CO 80937

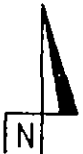
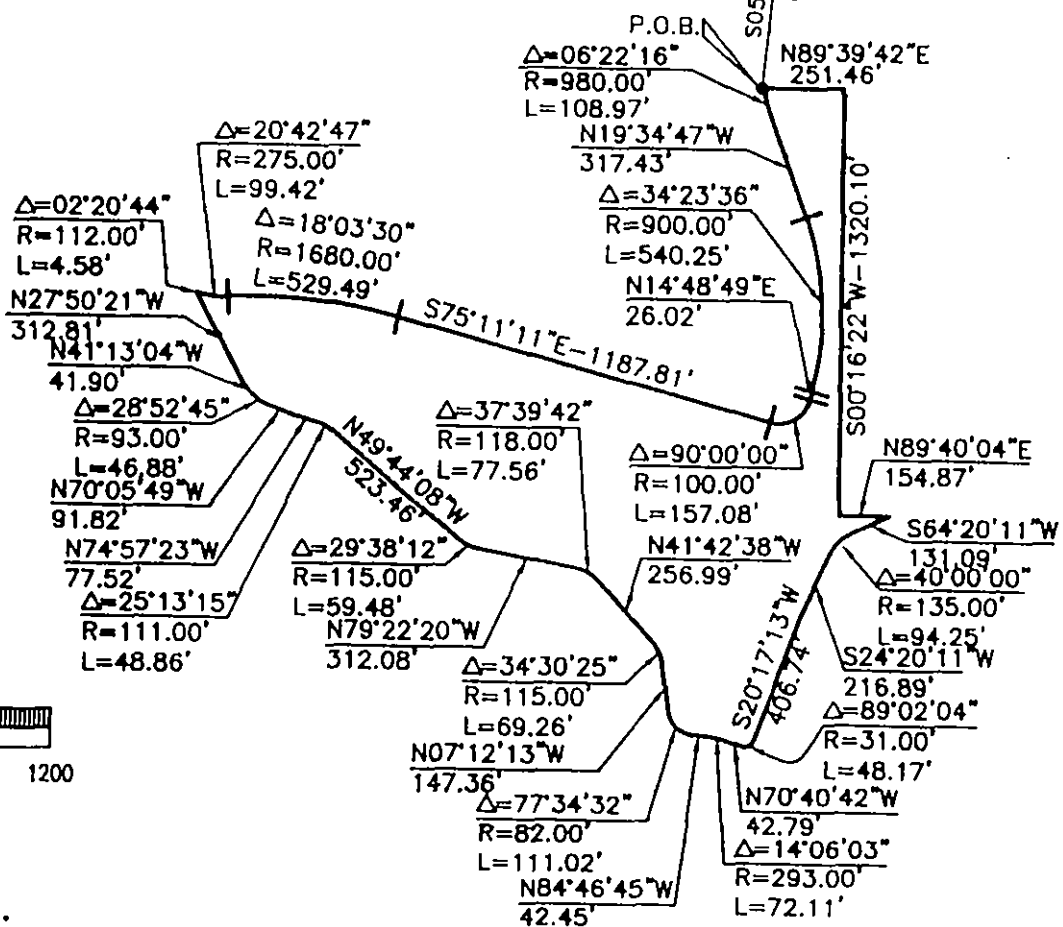
EXHIBIT PARCEL B		
TITLE:	DRAWN BY: CAJ	FILE: 0001220030R01 DWG
SCALE: 1" = 600'	CHECKED BY: JMT	JOB NO: 00012200
DATE: 1/30/01		

J. Patrick Kelly El Paso City, CO  
08/10/2001 09:25 201114754  
Doc \$0.00 Page 2 of 3  
Rec \$15.00

## EXHIBIT B

Vacation & Replot  
Lots 42 thru 48  
Peaceful Valley Estates

P.O.C.  
NW CORNER, SE 1/4,  
SEC. 21



A horizontal bar chart with a total length of 1200. The bar is divided into four segments with different patterns: diagonal lines (0 to 150), horizontal lines (150 to 300), vertical lines (300 to 600), and a solid black fill (600 to 1200). The x-axis is labeled with 0, 150, 300, 600, and 1200.

SCALE: 1" = 600'

**LAND DESCRIPTION:**

Commencing at the Northwest corner of the Southeast One-quarter (SE1/4) of Section 21, Township 15 South, Range 25 West of the 6th P.M., County of El Paso, State of Colorado; Thence S05°20'21"W, a distance of 2652.10 feet to the Point of Beginning;

Thence N89°39'42"E, a distance of 251.46 feet; Thence S00°16'22"W, a distance of 1320.10 feet; Thence N89°40'04"E, a distance of 154.87 feet; Thence S64°20'11"W, a distance of 131.09 feet; Thence along the arc of a curve to the left having a central angle of 40°00'00", a radius of 135.00 feet, an arc length of 94.25 feet; Thence S24°20'11"W, a distance of 216.89 feet; Thence S20°17'13"W, a distance of 406.74 feet; Thence along the arc of a curve to the right having a central angle of 89°02'04", a radius of 31.00 feet, an arc length of 48.17 feet; Thence N70°40'42"W, a distance of 42.79 feet; Thence along the arc of a curve to the left having a central angle of 14°06'03", a radius of 93.00 feet, an arc length of 72.11 feet; Thence N84°46'45"W, a distance of 42.45 feet; Thence along the arc of a curve to the right having a central angle of 77°34'32", a radius of 82.00 feet, an arc length of 111.02 feet; Thence S07°12'13"W, a distance of 147.36 feet; Thence along the arc of a curve to the left having a central angle of 34°00'25", a radius of 115.00 feet, an arc length of 69.26 feet; Thence N41°42'38"W, a distance of 256.99 feet; Thence along the arc of a curve to the left having a central angle of 37°39'42", a radius of 118.00 feet, an arc length of 7.56 feet; Thence N79°22'20"W, a distance of 312.08 feet; Thence along the arc of a curve to the right having a central angle of 29°38'12", a radius of 115.00 feet, an arc length of 59.48 feet; Thence N49°44'08"W, a distance of 23.46 feet; Thence along the arc of a curve to the left having a central angle of 25°13'15", a radius of 111.00 feet, an arc length of 48.86 feet; Thence N74°57'23"W, a distance of 77.52 feet; Thence N70°05'49"W, a distance of 91.82 feet; Thence along the arc of a curve to the right having a central angle of 28°52'45", a radius of 93.00 feet, an arc length of 46.88 feet; Thence N41°13'04"W, a distance of 41.90 feet; Thence N27°50'21"W, a distance of 312.81 feet; Thence along the arc of a curve to the right having a central angle of 02°20'44", a radius of 112.00 feet, an arc length of 4.58 feet; Thence along the arc of a non-tangent curve to the left having a central angle of 20°42'47", a radius of 275.00 feet, an arc length of 99.42 feet, whose chord bears S82°53'15"E; Thence along the arc of a curve to the right having a central angle of 18°03'30", a radius of 1680.00 feet, an arc length of 529.49 feet; Thence S75°11'11"E, a distance of 1187.81 feet; Thence along the arc of a curve to the left having a central angle of 90°00'00", a radius of 100.00 feet, an arc length of 157.08 feet; Thence N14°48'49"E, a distance of 26.02 feet; Thence along the arc of a curve to the left having a central angle of 34°23'36", a radius of 900.00 feet, an arc length of 540.25 feet; Thence N19°34'47"W, a distance of 317.43 feet; Thence along the arc of a curve to the right having a central angle of 06°22'16", a radius of 980.00 feet, an arc length of 108.97 feet to the Point of Beginning.

aid Parcel contains 30.347 acres more or less.

**PINNACLE LAND SURVEYING, INC.**  
926 W. Cucharras, Colorado Springs, CO 80937

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

EXHIBIT 29 ACRE PARCEL		
TITLE:		
SCALE: 1" = 800'	DRAWN BY: CAJ	FILE: 00012200WDRK.DWG
DATE: 1/30/01	CHECKED BY: JMT	JOB NO: 00012200

08/06/2003

09:22

203181261

Doc \$10.50

Page

Rec \$10.00

1 of 2



## WARRANTY DEED

THIS DEED, Made this day of , between

GLEN INVESTMENT GROUP NO. IX, LLC, A LIMITED LIABILITY COMPANY

a corporation duly organized and existing and by virtue of the laws of the state of, grantor, and

WATER RESOURCE DEVELOPMENT CO., A COLORADO CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of grantee:

whose legal address is, , ,

WITNESSETH, that the grantor, for and in consideration of the sum of \$105,000.00 Dollars the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed and, by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado described as follows:

D.F.  
\$10.50

PARCEL C:

A TRACT OF LAND SITUATED IN SECTION 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF EL PASO, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE GLEN AT WIDFIELD SUBDIVISION FILING NO. 2, AS RECORDED IN RECEPTION NO. 201107269 OF THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE S 78 DEGREES 35 MINUTES 15 SECONDS E, A DISTANCE OF 1523.85 FEET TO THE POINT OF BEGINNING;

THENCE N 89 DEGREES 39 MINUTES 42 SECONDS E, A DISTANCE OF 207.15 FEET; THENCE ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 03 MINUTES 36 SECONDS, A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 37.98 FEET, WHOSE CHORD BEARS S 46 DEGREES 02 MINUTES 57 SECONDS E; THENCE S 50 DEGREES 04 MINUTES 45 SECONDS E, A DISTANCE OF 21.90 FEET; THENCE S 00 DEGREES 16 MINUTES 22 SECONDS W, A DISTANCE OF 1140.16 FEET; THENCE N 72 DEGREES 59 MINUTES 09 SECONDS W, A DISTANCE OF 376.05 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77 DEGREES 09 MINUTES 58 SECONDS, A RADIUS OF 90.00 FEET, AN ARC LENGTH OF 121.21 FEET; THENCE S 75 DEGREES 11 MINUTES 11 SECONDS E, A DISTANCE OF 214.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 157.08 FEET; THENCE N 14 DEGREES 48 MINUTES 49 SECONDS E, A DISTANCE OF 26.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34 DEGREES 23 MINUTES 36 SECONDS, A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 540.25 FEET; THENCE N 19 DEGREES 34 MINUTES 47 SECONDS W, A DISTANCE OF 317.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 16 SECONDS, A RADIUS OF 980.00 FEET, AN ARC LENGTH OF 108.97 FEET TO THE POINT OF BEGINNING.

also known by street and number as:, , ,

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for itself, its successors and assigns, does covenant and agree to and with the grantee, its successors and assigns, that at the time of ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, AND EXCEPT GENERAL TAXED FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, AND EXCEPT EASEMENTS, CONVENANTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY, IF ANY OF RECORD.

WD 767 CORP TO CORP

CASE#



DOC FEE \$ \_\_\_\_\_

50130

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its, and its corporate seal to be hereunto affixed, by its Secretary, the day and year first Written.

Attest:

GLEN INVESTMENT GROUP NO. IX, LLC, A  
LIMITED LIABILITY COMPANY

By: 

STATE OF COLORADO

}ss.

COUNTY OF EL PASO

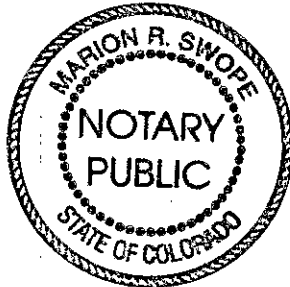
The foregoing instrument was acknowledged before me on 29th day of July, 2003

By: *J. Mark Watson as Manager of JMW Real Estate, LLC as manager*  
as of GLEN INVESTMENT GROUP NO. IX, LLC, A LIMITED LIABILITY COMPANY

Witness my hand and official seal.

My commission expires: ~~8/19/2003~~  
3-26-06

*Marion R. Swope*  
\_\_\_\_\_  
, Notary Public





08/06/2003

09:22

203181260

Doc \$0.00

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\$5.00

1 of 1



## Statement of Authority

(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:  
Glen Investment Group No. IX, LLC
2. The type of entity is a
 

<input checked="" type="checkbox"/> limited liability company	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> general partnership	<input type="checkbox"/> registered limited liability limited partnership
<input type="checkbox"/> limited partnership	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> trust	<input type="checkbox"/> unincorporated nonprofit association
<input type="checkbox"/> business trust	<input type="checkbox"/> government or governmental subdivision agency
<input type="checkbox"/>	
3. The entity is formed under the laws of Colorado
4. The mailing address of the entity is:  
3 Widefield Blvd.,  
Colorado Springs, CO 80911
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:  
Jules M. Watson, Manager of JMW Real Estate, LLC which is the manager of Glen Investment Group N. XI, LLC.
6. The authority of the foregoing person(s) to bind the entity is ☒ not limited  
☐ limited as follows:
7. This Statement of Authority is executed on behalf of the entity pursuant to the provision of §38-30-173, C.R.S.
8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 23rd day of July, 20 03.

Signature: Jules M. WatsonPrinted or Typed Name: Jules M. WatsonTitle: ManagerSTATE OF Colorado )

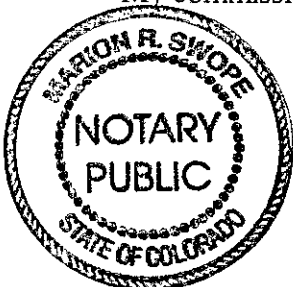
) ss.

COUNTY OF El Paso )The foregoing instrument was acknowledged before me this 23rd day ofJuly, 20 03, by: Jules M. Watson

Witness my hand and official seal

My commission expires: 3-26-06

Marion R. Swope  
Notary Public



50130

# WARRANTY DEED

THIS DEED, made this 24<sup>TH</sup> day of, JANUARY, 2007 between GLEN INVESTMENT GROUP NO. IX, LLC, A LIMITED LIABILITY COMPANY, GLEN INVESTMENT GROUP NO. II, LLC, A LIMITED LIABILITY COMPANY, MESA RIDGE JOINT VENTURE, LLC, A LIMITED LIABILITY COMPANY AND NEW GENERATION HOMES, INC., A COLORADO CORPORATION

of the County of EL PASO and State of COLORADO, grantor, and  
EL PASO COUNTY, COLORADO, A MUNICIPAL CORPORATION

whose legal address is 3 WIDEFIELD BLVD, COLORADO SPRINGS, of the County of EL PASO and State of COLORADO, grantees:

WITNESSETH, that the grantor, for and in consideration of the sum of TEN DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

## SEE ATTACHED EXHIBIT A

also known by street and number as, VACANT, ,

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR, A LIEN BUT NOT YET DUE OR PAYABLE, EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY,

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. the singular number shall include the plural, the plural the singular, and any gender shall be applicable to all genders.

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

GLEN INVESTMENT GROUP NO. IX, LLC, A  
LIMITED LIABILITY COMPANY

BY JULES M. WATSON, MANAGER OF  
JMW REAL ESTATE, LLC

MESA RIDGE JOINT VENTURE, LLC, A  
LIMITED LIABILITY COMPANY

BY

GLEN INVESTMENTS GROUP NO. II, LLC, A  
LIMITED LIABILITY COMPANY

BY FRANK C. WATSON, MANAGER OF FCW  
REAL ESTATE, LLC

NEW GENERATION HOMES, INC., A  
COLORADO CORPORATION

BY J. MARK WATSON, PRESIDENT

ROBERT C. "BOB" BALINK

10/18/2007 11:44:09 AM

Doc \$0.00

Rec \$0.00

1 of 3

El Paso County, CO



207135953

STATE OF COLORADO

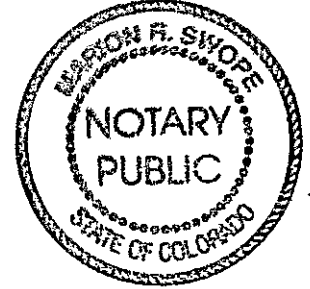
COUNTY OF EL PASO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
DAY OF ~~JANUARY~~ Feb., 20 07,  
BY JULES M. WATSON, MANAGER OF JMW REAL ESTATE, LLC, FOR GLEN  
INVESTMENT GROUP NO. IX, LLC, A LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 4-19-10

Marion R. Swape  
NOTARY PUBLIC



STATE OF COLORADO

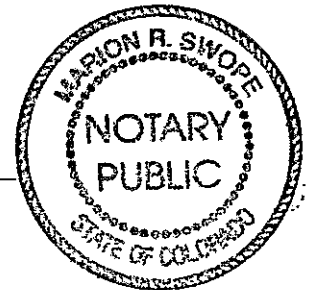
COUNTY OF EL PASO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
19th DAY OF ~~JANUARY~~ Feb., 20 07,  
BY FRANK C. WATSON, MANAGER OF FCW REAL ESTATE, LLC FOR GLEN  
INVESTMENTS GROUP NO. II, LLC, A LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 4-19-10

Marion R. Swape  
NOTARY PUBLIC



STATE OF COLORADO

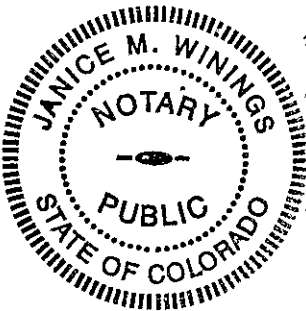
COUNTY OF EL PASO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
DAY OF JANUARY, 20 07  
BY Ralph A. Braden, Vice President, Norwood Limited,  
Inc., Manager FOR MESA RIDGE JOINT VENTURE, LLC,  
A LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 06/01/2009

Janice M. Winings  
NOTARY PUBLIC



STATE OF COLORADO

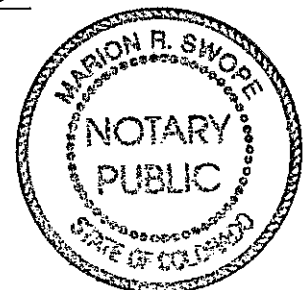
COUNTY OF EL PASO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
20th DAY OF ~~JANUARY~~ Feb., 20 07,  
BY J. MARK WATSON, PRESIDENT, NEW GENERATION HOMES, INC., A  
COLORADO CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 4-19-10

Marion R. Swape  
NOTARY PUBLIC



# EXHIBIT A-1

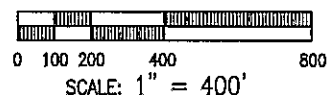
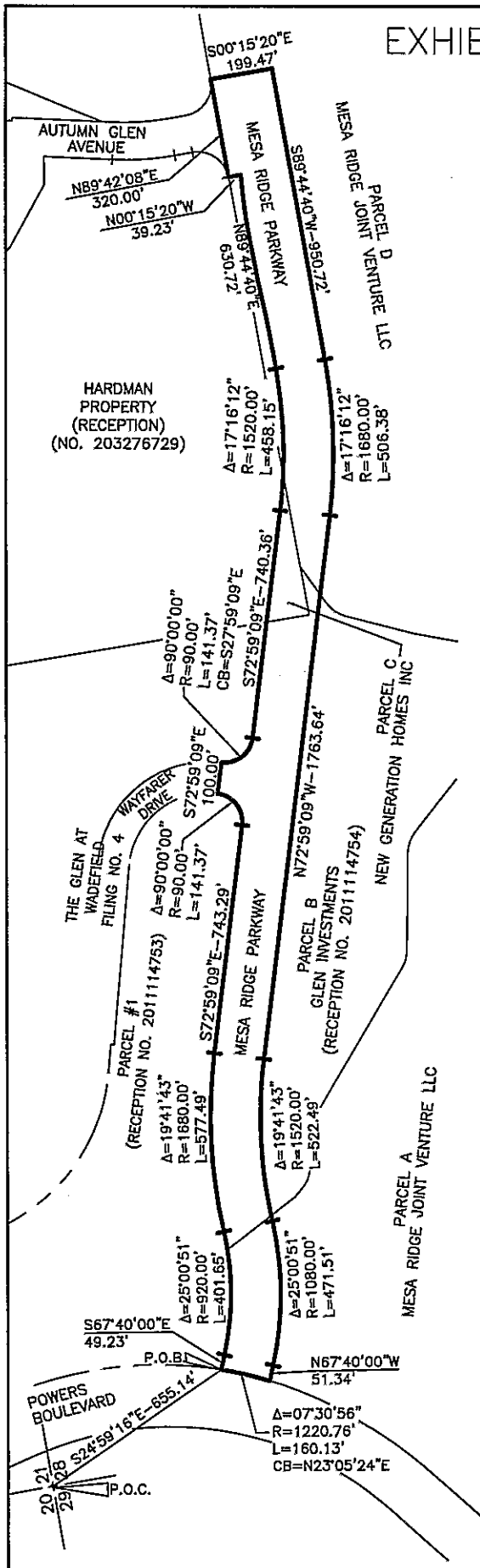
## MESA RIDGE PARKWAY RIGHT-OF-WAY DESCRIPTION:

A tract of land located in North One-half (N1/2) of Section 28, Township 15 South (T15S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the Northwest Corner of said Section 28;  
Thence S24°59'16"E a distance of 655.14 feet to the Point  
of Beginning of the Right-of-Way to be described herein;

Thence S67°40'00"E a distance of 49.23 feet; Thence along  
the arc of a curve to the left, having a central angle of  
25°00'51", a radius of 920.00 feet, an arc distance of  
401.65 feet; Thence along the arc of a curve to the right,  
having a central angle of 19°41'43" a radius of 1680.00 feet,  
an arc length of 577.49 feet; Thence S72°59'09"E a distance  
of 743.29 feet; Thence along the arc of a curve to the left,  
having a central angle of 90°00'00", a radius of 90.00 feet,  
an arc length of 141.37 feet to a point on the Southerly  
boundary line of the Glen at Widefield Subdivision Filing NO.4  
as recorded under Reception No. 203290551 in the records  
of said County; Thence S72°59'09"E along said Southerly line,  
a distance of 100.00 feet to the Easterly Right-of-Way line  
of Wayfarer Drive; Thence along the arc of a non-tangential  
curve to the left, having a central angle of 90°00'00", a  
radius of 90.00 feet, an arc length of 141.37 feet, whose  
chord bears S27°59'09"E; Thence S72°59'09"E, a distance of  
740.36 feet; Thence along the arc of a curve to the left,  
having a central angle of 17°16'12", a radius of 1520.00  
feet, an arc length of 458.15 feet; Thence N89°44'40"E  
a distance of 630.72 feet; Thence N00°15'20"W, a distance of  
39.23 feet to a point on the Southerly line of the Glen at  
Widefield Filing No. 5B as recorded under Reception No.  
206712326 in the records of said County; Thence  
N89°42'08"E along said line, a distance of 320.00 feet;  
Thence S00°15'20"E, a distance of 199.47 feet; Thence  
S89°44'40"W a distance of 950.72 feet; Thence along the arc  
of a curve to the right, having a central angle of 17°16'12",  
a radius of 1680.00 feet, an arc length of 506.38 feet;  
Thence N72°59'09"W a distance of 1763.64 feet; Thence along  
the arc of a curve to the left, having a central angle of  
19°41'43" a radius of 1520.00 feet, an arc length of 522.49  
feet; Thence along the arc of a curve to the right, having a  
central angle of 25°00'51", a radius of 1080.00 feet, an arc  
length of 471.51 feet; Thence N67°40'00"W a distance of  
51.34 feet; Thence along the arc of a non-tangential curve  
to the left, having a central angle of 07°30'56", a radius of  
1220.76 feet, an arc length of 160.13 feet, whose chord  
bears N23°05'24"E to the Point of Beginning.

Said tract contains 702,146 S.F. (16.119 acres) more or  
less.



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

PINNACLE LAND SURVEYING, INC.		
925 W. Cucharas, Colorado Springs, CO 80905		
EXHIBIT A-1		
MESA RIDGE PARKWAY RIGHT OF WAY		
SCALE: 1" = 400'	DRAWN BY: JWW	FILE: MESA-RIDGE-ROW.dwg
DATE: 07/02/07	CHECKED BY: JMT	JOB NO. 01003300

**WARRANTY DEED**

THIS DEED, made on July 30, 2018, by GLEN INVESTMENT GROUP NO. IX, LLC, a Colorado limited liability company, Grantor, of the County of El Paso and State of Colorado, for the consideration of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) in hand paid, hereby sells and conveys to CSJ NO. 1, LLC, a Colorado limited liability company, Grantee, whose address is 111 South Tejon Street, Suite 222, Colorado Springs, Colorado 80903, County of El Paso, State of Colorado, the following real property in the County of El Paso, State of Colorado, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

with all its appurtenances and warrants the title to the same, subject to those items listed on Exhibit "B" attached hereto and incorporated herein by this reference.

GLEN INVESTMENT GROUP NO. IX, LLC, a  
Colorado limited liability company

By: JMW Real Estate, LLC, a Colorado limited  
Liability company, its Manager

By: 

J. Mark Watson, Manager

STATE OF COLORADO )

) ss.

COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 30th day of July, 2018, by J. Mark Watson, as Manager of JMW Real Estate, LLC, a Colorado limited liability company, as Manager of Glen Investment Group No. IX, LLC, a Colorado limited liability company.

Witness my hand and official seal.

  
Notary Public

My commission expires: 8/22/20

**E HALL**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**

NOTARY ID 20004024686

My Commission Expires August 22, 2020

When recorded Return to:

CSJ No. 1, LLC, a Colorado limited liability company

111 South Tejon Street, Suite 222, Colorado Springs, CO 80903

**Exhibit A**

THAT PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF PEACEFUL VALLEY ESTATES SUBDIVISION FILING NO. 2, AS RECORDED AUGUST 29, 1995 IN PLAT BOOK H5 AT PAGE 72, OF THE RECORDS OF THE OFFICE OF THE CLERK AND THE RECORDER OF THE COUNTY OF EL PASO, STATE OF COLORADO; THENCE S14 DEGREES 35'07"W, A DISTANCE OF 1074.82 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 23'31", A RADIUS OF 5102.54 FEET; AN ARC LENGTH OF 1014.52 FEET, WHOSE CHORD BEARS S05 DEGREES 54'02"E; THENCE S00 DEGREES 00'00"W, A DISTANCE OF 24.54 FEET; THENCE ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 49'14", A RADIUS OF 5105.00 FEET, AN ARC LENGTH OF 251.31 FEET, WHOSE CHORD BEARS S13 DEGREES 03'05"E; THENCE S14 DEGREES 27'42"E, A DISTANCE OF 192.87 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 51 DEGREES 48'09", A RADIUS OF 1096.98 FEET, AN ARC LENGTH OF 991.81 FEET; THENCE N83 DEGREES 44'51"W, A DISTANCE OF 199.07 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES 53'32", A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 46.11 FEET; THENCE N89 DEGREES 09'05"W, A DISTANCE OF 124.09 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40 DEGREES 56'05", A RADIUS 140.00 FEET, AN ARC LENGTH OF 100.02; THENCE N48 DEGREES 13'01"W, A DISTANCE OF 126.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46 DEGREES 29'21", A RADIUS OF 8.00 FEET, AN ARC LENGTH OF 6.49 FEET; THENCE N01 DEGREES 43'37"W, A DISTANCE OF 137.18 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37 DEGREES 14'43", A RADIUS OF 135.00 FEET, AN ARC LENGTH OF 87.76 FEET; THENCE ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28 DEGREES 19'14", A RADIUS OF 1034.60 FEET, AN ARC LENGTH OF 511.39 FEET, WHOSE CHORD BEARS N58 DEGREES 13'34"E; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 44 DEGREES 02'55", A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 384.40 FEET, WHOSE CHORD BEARS N22 DEGREES 02'30"E; THENCE N00 DEGREES 01'11"E, A DISTANCE OF 1418.85 FEET; THENCE N90 DEGREES 00'00"E, A DISTANCE OF 0.07 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE PORTIONS OF SAID PARCEL CONTAINED IN SUNRISE RIDGE SUBDIVISION FILING NO. 5, RECORDED SEPTEMBER 2, 1983 IN PLAT BOOK U3 AT PAGE 16 AND SUNRISE RIDGE SUBDIVISION FILING NO.7, RECORDED DECEMBER 29, 1988 IN PLAT BOOK B4 AT PAGE 106 AND SUNRISE RIDGE SUBDIVISION FILING NO. 8, RECORDED JULY 11, 1988 IN PLAT BOOK D4 AT PAGE 33.

FURTHER EXCEPTING THEREFROM THE PORTIONS OF SAID PARCEL CONTAINED IN DEEDS RECORDED DECEMBER 21, 1995 IN BOOK 6788 AT PAGE 531 AND JANUARY 8, 1998 UNDER RECEPTION NO. 98002695.

**EXHIBIT B**

**TAXES AND ASSESSMENTS FOR THE CURRENT AND SUBSEQUENT YEARS, IF ANY.**

**ANY AND ALL RIGHTS OF THE FOUNTAIN MUTUAL IRRIGATION COMPANY DITCH COMPANY RELATING TO THE DITCH OR CANAL THAT IS A BOUNDARY OF SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO ANY POSSIBLE DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCH OR CANAL, AS EVIDENCED BY FLOOD CONTROL EASEMENT RECORDED MAY 4, 1944 IN BOOK 1029 AT PAGE 231 AND EASEMENT GRANTED TO FOUNTAIN MUTUAL IRRIGATION COMPANY PERMANENT DRAINAGE EASEMENT, RECORDED APRIL 10, 2001, UNDER RECEPTION NO. 201044126.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FLOOD CONTROL EASEMENT RECORDED MAY 04, 1944 IN BOOK 1029 AT PAGE 231.**

**ANY AND ALL WATER RIGHTS AND DITCH RIGHTS, SET FORTH IN DECREES RECORDED APRIL 1, 1952 IN BOOK 1333 AT PAGES 494, 498 AND 499.**

**RIGHT OF WAY AND EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION SYSTEMS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 19, 1952, IN BOOK 1353 AT PAGE 519. ASSIGNMENT IN CONNECTION THEREWITH TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION, RECORDED JUNE 9, 1972 IN BOOK 2495 AT PAGE 424.**

**OIL AND GAS LEASE BETWEEN ROY I. PRING AND WILLETT T. PRING AND L.A. MESSMER, RECORDED MAY 31, 1955 IN BOOK 1501 AT PAGE 630 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.**

**EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION SYSTEMS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1965, IN BOOK 2055 AT PAGE 61 AND RERECORDED FEBRUARY 23, 1965 IN BOOK 2058 AT PAGE 506.**

**EASEMENT GRANTED TO WYCO PIPE LINE, FOR PIPELINE FOR OIL AND GAS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 13, 1966, IN BOOK 2127 AT PAGE 170, AND ALL ASSIGNMENTS THERETO, INCLUDING ASSIGNMENTS TO ROCKY MOUNTAIN PIPELINE SYSTEM, LLC, RECORDED OCTOBER 12, 2005 UNDER RECEPTION NO. 205161563 AND TO PPRPL, LLC, RECORDED DECEMBER 2, 2013 UNDER RECEPTION NO. 213144183.**

EASEMENT AND RIGHT OF WAY GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED, FOR ELECTRIC, TELEPHONE AND TELEGRAPH LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 30, 1968, IN BOOK 2256 AT PAGE 64.

EASEMENT AND RIGHT OF WAY GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED, FOR ELECTRIC, TELEPHONE AND TELEGRAPH LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 25, 1968, IN BOOK 2260 AT PAGE 757.

ANY AND ALL WATER RIGHTS, DITCH, RESERVOIR. SPRINGS, WELLS, AND CAPITAL STOCK INTERESTS SET FORTH IN DEED RECORDED JANUARY 28, 1971 IN BOOK 2386 AT PAGE 985.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MAY 06, 1997 UNDER RECEPTION NO. 97051183.

EASEMENT GRANTED TO FOUNTAIN MUTUAL IRRIGATION COMPANY PERMANENT DRAINAGE EASEMENT, FOR INSTALLING AND MAINTAINING AN IRRIGATION DITCH, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 10, 2001, UNDER RECEPTION NO. 201044126.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER EASEMENT AGREEMENT RECORDED FEBRUARY 24, 2010 UNDER RECEPTION NO. 210017363.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER AND SANITARY SEWER EASEMENT AGREEMENT RECORDED OCTOBER 31, 2011 UNDER RECEPTION NO. 211107044.

THE EFFECT OF ORDER FOR INCLUSION INTO THE SECURITY FIRE PROTECTION DISTRICT, RECORDED SEPTEMBER 21, 2015, UNDER RECEPTION NO. 215102961.



**STATEMENT OF AUTHORITY**

(\$38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity<sup>1</sup> named  
**GLEN INVESTMENT GROUP NO. IX, LLC**
2. The type of entity is a:
 

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
3. The entity is formed under the laws of **COLORADO**
4. The mailing address for the entity is **3 WIDEFIELD BOULEVARD, COLORADO SPRINGS, CO 80911**
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **J. MARK WATSON, MANAGER OF JMW REAL ESTATE, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER**
6. The authority of the foregoing person(s) to bind the entity:    is<sup>2</sup> not limited    is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.<sup>3</sup>
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this day of: July 30, 2018**GLEN INVESTMENT GROUP NO. IX, LLC, A COLORADO LIMITED LIABILITY COMPANY****By: JMW REAL ESTATE, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER**By: J. Mark Watson**J. MARK WATSON, MANAGER**State of **COLORADO**

)

)ss.

County of **EL PASO**

)

**E HALL  
NOTARY PUBLIC  
STATE OF COLORADO**

NOTARY ID 20004024686

My Commission Expires August 22, 2020

The foregoing instrument was acknowledged before me on this day of July 30, 2018 by **J. MARK WATSON AS MANAGER OF JMW REAL ESTATE, LLC, A COLORADO LIMITED LIABILITY COMPANY AS MANAGER OF GLEN INVESTMENT GROUP NO. IX, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 8/22/20

Notary Public

WHEN RECORDED RETURN TO: **GLEN INVESTMENT GROUP NO. IX, LLC  
3 WIDEFIELD BLVD.  
COLORADO SPRINGS, CO 80911  
Attn: J. MARK WATSON**

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.

<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.  
<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute.

**RETURN RECORDED DOCUMENT TO:**

Security Fire District, a quasi-municipal corporation a/k/a Security  
Fire Protection District, a governmental subdivision  
400 Security Blvd, Colorado Springs, CO 80911

Document Fee: \$36.50

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, dated 7 day of December, 2021, is made between **Glen Investment Group No. IX, LLC, a Colorado Limited Liability Company** ("Grantor"), duly organized and existing under the laws of the State of Colorado

AND

**Security Fire District, a quasi-municipal corporation a/k/a Security Fire Protection District, a governmental subdivision** ("Grantee"), duly organized and existing under the laws of the State of Colorado, whose legal address is 400 Security Blvd, Colorado Springs, CO 80911.

**WITNESS**, that the Grantor(s), for and in consideration of **THREE HUNDRED THOUSAND SIXTY FIVE AND 00/100 DOLLARS (\$365,000.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:


**Exhibit A**

ALSO KNOWN AS: **TBD, Colorado Springs, CO**

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

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

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

  
Glen Investment Group No. IX, a Colorado  
Limited Liability Company  
By: Frank C. Watson, Member

Chuck Broerman  
02/09/2022 02:45:16 PM  
Doc \$36.50 2  
Rec \$18.00 Pages

El Paso County, CO



222019877

State of : Colorado

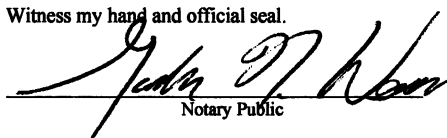
County Of El Paso

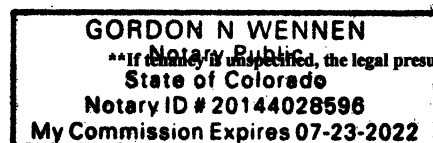
}  
} ss.  
}

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 7th December 2021, by **Frank C. Watson as Member of Glen Investment Group No. IX, LLC, a Colorado Limited Liability Company**

My Commission expires: July 23, 2022

Witness my hand and official seal.

  
Notary Public



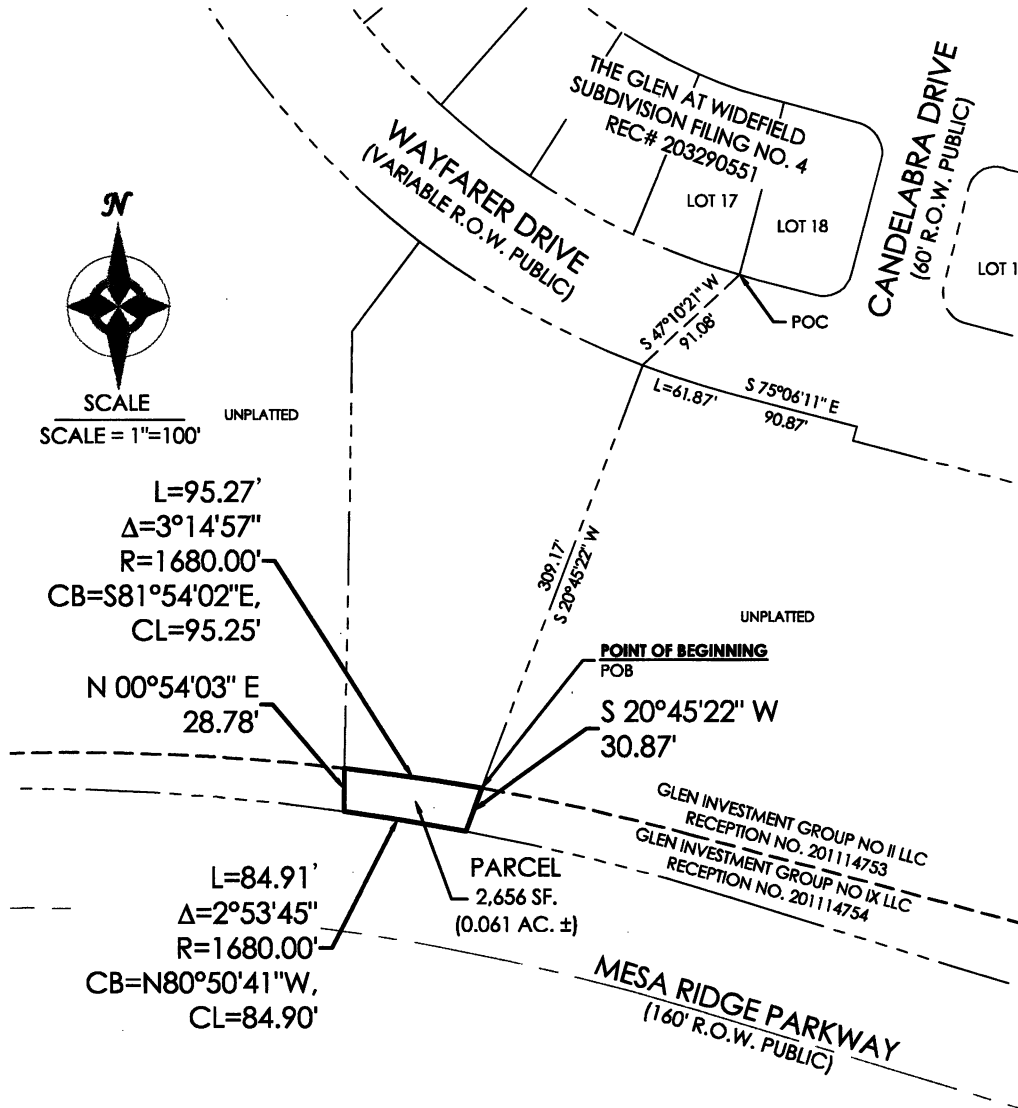
**GORDON N WENNEN**  
Notary Public  
\*\*If tenure is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)

State of Colorado

Notary ID # 20144028596

My Commission Expires 07-23-2022

# EXHIBIT A



## LAND DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 28, TOWNSHIP 15 SOUTH (T15S), RANGE 65 WEST (R65W) OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF "29 ACRE PARCEL" AS DESCRIBED IN THE DEED RECORDED IN RECEPTION NO. 201114754 OF THE RECORDS OF EL PASO COUNTY, COLORADO

COMMENCING (POC) AT THE SOUTHWEST CORNER OF LOT 18, THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 4 AS RECORDED IN RECEPTION NO. 203290551 OF THE RECORDS OF SAID EL PASO COUNTY, THENCE  $S47^{\circ}10'21''W$ , 91.08 FEET TO A POINT ON THE SOUTHERLY LINE OF WAYFARER DRIVE; THENCE  $S20^{\circ}45'22''W$ , A DISTANCE OF 309.17 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 29 ACRE PARCEL AND THE **POINT OF BEGINNING (POB)**;

THENCE  $S20^{\circ}45'22''W$ , A DISTANCE OF 30.87 FEET TO A POINT ON THE NORTH LINE OF MESA RIDGE PARKWAY;

THENCE WESTERLY, 84.91 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH AND ALONG THE NORTH LINE OF MESA RIDGE PARKWAY, SAID ARC HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF  $2^{\circ}53'45''$  AND BEING SUBTENDED BY A CHORD THAT BEARS  $N80^{\circ}50'41''W$ , 84.90 FEET;

THENCE  $N00^{\circ}54'03''E$ , A DISTANCE OF 28.78 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 29 ACRE PARCEL;

THENCE EASTERLY, 95.27 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH AND ALONG THE NORTHERLY LINE OF SAID 29 ACRE PARCEL, SAID ARC HAVING A RADIUS OF 1680.00 FEET, A CENTRAL ANGLE OF  $3^{\circ}14'57''$  AND BEING SUBTENDED BY A CHORD THAT BEARS  $S81^{\circ}54'02''E$ , 95.25 FEET TO THE **POINT OF BEGINNING**;

SAID TRACT CONTAINS 0.061 ACRES (2,656 SF) MORE OR LESS.

<b>MONUMENT VALLEY ENGINEERS INC.</b> ENGINEERS * SURVEYORS 1903 LELARAY STREET COLORADO SPRINGS, COLORADO 80909 PHONE (719) 635-5736	XREFS		PROJECT: SECURITY FIRE STATION	
			TITLE: LEGAL DESCRIPTION EXHIBIT	
	PROJ. NO.	DATE:	DRAWING NO.	SHEET
	61134	NOVEMBER 15, 2021	-BOUNDARY LEGALS	1 OF 1