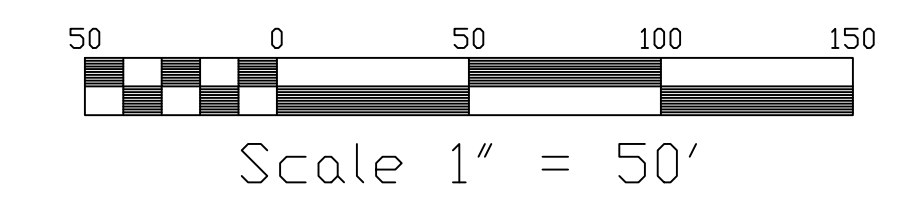
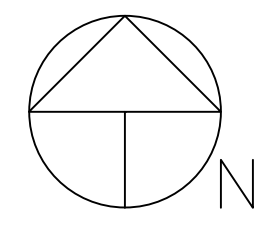
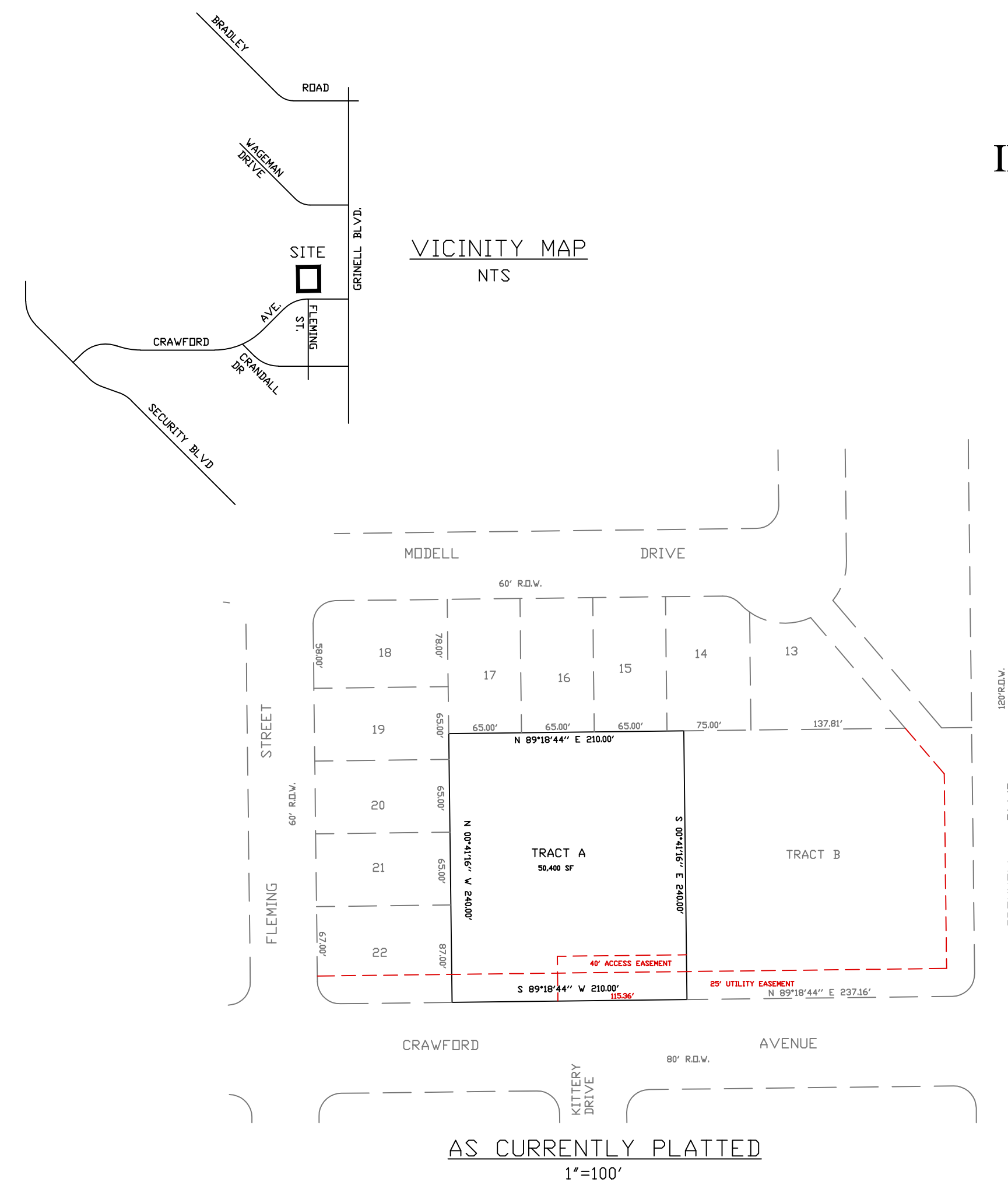


# CRAWFORD APARTMENTS SUBDIVISION

A SUBDIVISION OF TRACT A, FOUNTAIN VALLEY RANCH SUBDIVISION FILING NO. 6B  
IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO



**LEGEND:**  
 ○ SET 2' AL. CAP, #9853 DN #5 REBAR  
 ◁ FOUND RED #25968 CAP DN #4 REBAR



Know all men by these presents That, AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY being the owner of the following described tract of land, to wit:  
 Tract A, Fountain Valley Ranch Subdivision Filing No 6B, County of El Paso, State of Colorado, according to the plat thereof recorded December 11, 1995 in Plat Book H-5 at Page 151 of the records of Said County and containing 50,400 sf / 1.157 ac

**Owners Certificate**  
 The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests in the land described herein, have laid out, subdivided, and platted said lands into a lot and easements as shown hereon under the name and subdivision of Crawford Apartments Subdivision. All public improvements so platted are hereby dedicated to public use and said owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The entities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.

AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY  
 By: Christel Aime  
 Title: CEO  
 1900 E. Pikes Peak Avenue, Suite #3  
 Colorado Springs, CO 80909

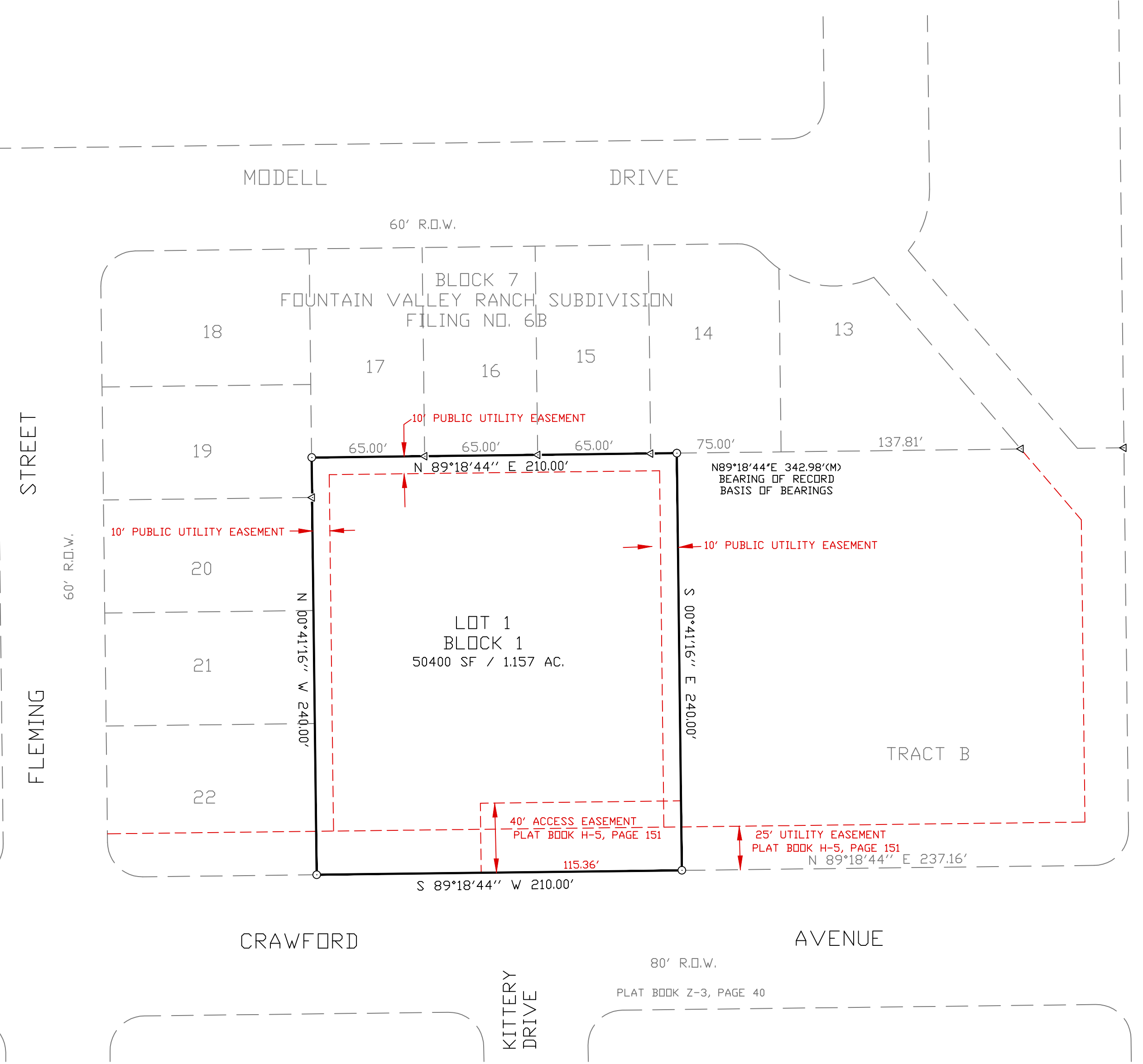
STATE OF COLORADO ) SS  
 COUNTY OF \_\_\_\_\_ )  
 Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_  
 My commission expires \_\_\_\_\_

Witness my hand and official seal \_\_\_\_\_  
 Notary Public

This plat for Crawford Apartments Subdivision was approved for filing by the El Paso County, Colorado Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, subject to any notes specified hereon and any conditions included in the resolution of approval. The dedications of land to the public easements are accepted, but the public improvements thereon will not become the maintenance responsibility of El Paso County until preliminary acceptance of the public improvements in accordance with the requirements of the Land Development Code and Engineering Criteria Manual.

Tract A, Fountain Valley Ranch Subdivision Filing No 6B in entirety is vacated and amended for the areas described by this replat subject to all covenants, conditions, and restrictions recorded against and appurtenant to the original plat recorded in the Office of the El Paso County Clerk and Recorder, Reception # \_\_\_\_\_

\_\_\_\_\_  
 Chair, Board of County Commissioners Date



**AS REPLATTED**

**Surveyors Certificate**  
 I, Oliver E. Watts, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat truly and correctly represents the results of a survey made on 11-10-21, by me or under my direct supervision and that all monuments exist as shown hereon; that mathematical closure errors are less than 1:10,000; and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivision, or surveying of land and all applicable provisions of the El Paso County Land Development Code.

I attest the above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Oliver E. Watts, Colorado PE-LS No. 9853  
 For and On Behalf of: Oliver E. Watts, Consulting Engineer, Inc.

State of Colorado ) SS  
 County of El Paso )

I hereby certify that this instrument was filed for record in my office at \_\_\_\_\_ o'clock \_\_\_\_M.  
 This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., and is duly recorded under Reception Number \_\_\_\_\_ of the records of El Paso County, Colorado.  
 Steve Schieker, recorder

By: \_\_\_\_\_  
 Deputy  
 Fee: \_\_\_\_\_ Surcharge \_\_\_\_\_

Drainage fee: \_\_\_\_\_ Bridge fee: \_\_\_\_\_  
 School fee: \$2,508.00 Park fee: \$10,120.00 (Regional) \$2,508.00 (Neighborhood) \$3,872.00 (Community Area)

Per comments provided with reviews 1 and 2, please update this to indicate that wastewater service is provided by Widefield Water and Sanitation District.

- NOTES:**
- Bearings are based on the record bearing of N89°18'44"E, for the south line of Block 7, Fountain Valley Ranch Subdivision Filing No 6B, monumented on the southwest of Lot 16, and on the southeast of Lot 13 by a 1" red plastic caps, marked PLS 25968 on a # 5 rebar, buried 2", as shown on the plat.
  - Survey monuments found or set are at ground level unless otherwise noted on the plat.
  - Title information was provided by the client as follows:  
 Title Company: Old Republic National Title Insurance Company  
 Order Number: SC55102334  
 Effective date: 12/20/2021 at 5:00 P.M.  
 This survey does not constitute a title search or opinion.
  - Notice: according to Colorado law, you must commence any legal action based upon any defect in the 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.
  - Flood plain: According to the current effective Federal Emergency Management Agency Flood Insurance Rate Map, the subject property is located outside the boundary of the 100 Year Floodplain, as identified on FEMA Mapping Panel No. 08041C0951 G, dated December 7, 2018.
  - Units of measurement: US Survey Feet
  - The following reports have been submitted in association with the Preliminary Plan or Final Plat for this subdivision and are on file at the County Planning and Community Development Department: Drainage Report; Water Resources Report; Soils and Geology and Soils Report; Fire Protection Report; Natural Resources Report, Traffic Impact Study, Wastewater Treatment Report.
  - Geologic Hazard Note  
 The site has been found to be impacted by geologic hazards. Mitigation measures and a map of the hazard area can be found in the report Subsurface Soil Investigation Crawford Apartments Crawford Avenue and Kittery Drive El Paso County, Colorado by Entech Engineering, Inc., dated May 31, 2022, in file SF 235 available at the El Paso County Planning and Community Development Department:  
 The report listed potential for expansive soils. The suggested mitigation was overexcavation of 5'-7' in depth and 5'-7' outside of any building footer. Structural fill should be placed in the over excavated areas and compacted to a minimum 95% of the soils minimum dry density.
  - All property owners are responsible for maintaining proper storm water drainage in and through 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 impede the flow of runoff shall not be placed in drainage easements.
  - Easements: Unless otherwise indicated, all side, front, and rear lot lines are hereby platted on either side with a 10 foot public utility and drainage easement unless otherwise indicated. The sole responsibility for maintenance of these easements is hereby vested with the individual property owners.
  - Environmental: 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 Endangered Species Act, particularly as it relates to the listed species (e.g., Preble's Meadow Jumping Mouse).
  - Addresses: The addresses exhibited on this plat are for informational purposes only. They are not the legal description and are subject to change.
  - Mailboxes: Mailboxes shall be installed in accordance with all El Paso County and United States Postal Service regulations.
  - Driveway Note: No driveways shall be established unless an access permit has been granted by El Paso County. Individual lot purchasers are responsible for constructing driveways, including necessary drainage culverts from the private road per Land Development Code Section 6.3.3C.2 and 6.3.3C.3
  - Water Supply: Water is supplied by Security Water and Sanitation District, per agreement recorded June 30, 1987, in Book 5388 at Page 1067, and agreement recorded April 21, 2008, under Reception No. 208044754.
  - Wastewater: Wastewater is supplied by Security Water and Sanitation District, per agreement recorded June 30, 1987, in Book 5388 at Page 1067, and agreement recorded April 21, 2008, under Reception No. 208044754.
  - An Avigation Easement recorded September 27, 1985 in Book 5067 at Page 379, affects the site.
  - All structural foundations shall be located and designed by a Professional Engineer, currently registered in the State of Colorado.
  - The Subdivider(s) agrees(s) on behalf of himself/herself and any developer or builder successor and assignees that Subdivider and/or said successor and assignees shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program Resolution (Resolution No 19-471), or any amendments thereto, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would find the fee obligation before sale of the property.
  - The site is part of the Fountain Mutual Metropolitan District, as evidenced by instrument recorded June 19, 2001, under Reception No. 201084215.

Prepared by the office of:  
 Oliver E. Watts, Consulting Engineer, Inc.  
 614 Elkton Drive  
 Colorado springs, co 80907  
 (719) 593-0173 office  
 (719) 265-9660 fax  
 oliewatts@aol.com  
 Celebrating over 44 years in business



**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **SC55102334**

Date: **12/23/2021**

Property Address: **0 CRAWFORD AVE, COLORADO SPRINGS, CO 80911**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

---

**For Closing Assistance**

**For Title Assistance**

Robert Hayes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(303) 850-4136 (Work)  
(719) 634-3190 (Work Fax)  
[rohayes@ltgc.com](mailto:rohayes@ltgc.com)

**Buyer/Borrower**

A BUYER TO BE DETERMINED  
Delivered via: Electronic Mail

**Agent for Seller**

KIMLEY-HORN  
Attention: RAIMERE FITZPATRICK  
2 NORTH NEVADA AVE, SUITE 300  
COLORADO SPRINGS, CO 80903  
(719) 284-7299 (Work)  
raimere.fitzpatrick@kimley-horn.com  
Delivered via: Electronic Mail

**Seller/Owner**

AIME VENTURES, LLC, A COLORADO LIMITED  
LIABILITY COMPANY  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55102334** Date: **12/23/2021**  
Property Address: **0 CRAWFORD AVE, COLORADO SPRINGS, CO 80911**  
Parties: **A BUYER TO BE DETERMINED**  
**AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title insurance Fees</b>	
"TBD" Commitment	\$271.00
	<b>Total \$271.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 08/20/2020 under reception no. 220126035](#)

[El Paso county recorded 09/30/2002 under reception no. 202165289](#)

**Plat Map(s):**

[El Paso county recorded 12/11/1995 under reception no. 133093](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: SC55102334

**Property Address:**

0 CRAWFORD AVE, COLORADO SPRINGS, CO 80911

**1. Effective Date:**

12/20/2021 at 5:00 P.M.

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

"TBD" Commitment

\$5,000.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

TRACT A IN FOUNTAIN VALLEY RANCH SUBDIVISION FILING NO. 6B, COUNTY OF EL PASO, STATE OF COLORADO

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55102334

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

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

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

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

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

1. RELEASE OF DEED OF TRUST FROM AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF SCHOOL DISTRICT NO. 3 FEDERAL CREDIT UNION TO SECURE THE SUM OF \$113,705.00 RECORDED AUGUST 20, 2020, UNDER RECEPTION NO. [220126036](#).
2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

3. PROVIDE TO THE COMPANY AN ESTOPPEL FROM THE FOUNTAIN VALLEY RANCH HOMEOWNERS ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION SETTING FORTH THE CURRENT STATUS OF ANY ASSESSMENTS OR OTHER AMOUNTS AS MAY BE DUE PURSUANT TO TH COVENANTS FOR FOUNTAIN VALLEY RANCH HOMEOWNERS ASSOCIATION.
4. FURNISH A CURRENTLY CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION NAMED BELOW, AUTHORIZING THE EXECUTION AND DELIVERY BY THE PROPER OFFICERS OF ALL INSTRUMENTS NECESSARY FOR THE CONSUMMATION OF THIS TRANSACTION, AND SPECIFICALLY NAMING SAID OFFICERS AND THEIR TITLES. SAID CERTIFICATION MUST BE BY A PARTY OTHER THAN THE PARTY AUTHORIZED TO SIGN AND MUST STATE THAT THE RESOLUTION HAS NOT BEEN MODIFIED OR REVOKED.

CORPORATION: AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

5. WARRANTY DEED FROM AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55102334

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

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED ON THE OWNER'S POLICY UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF AIME VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF A BUYER TO BE DETERMINED.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2020-2021 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS.

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule B, Part II

#### (Exceptions)

Order Number: SC55102334

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES.
9. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 05, 1984, IN BOOK 3914 AT PAGE [132](#) AND AS AMENDED IN INSTRUMENT RECORDED MAY 19, 1987 IN BOOK 5368 AT PAGE [193](#) AND IN INSTRUMENT RECORDED JANUARY 12, 1988 IN BOOK 5464 AT PAGE [831](#).
10. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED NOVEMBER 13, 1984, IN BOOK 3938 AT PAGE [305](#).
11. THE EFFECT OF AVIGATION EASEMENT RECORDED SEPTEMBER 27, 1985 IN BOOK 5067 AT PAGE [379](#).
12. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN WASTE WATER AGREEMENT RECORDED SEPTEMBER 23, 1989, IN BOOK 5240 AT PAGE [1446](#) AND RECORDED MARCH 04, 1987 IN BOOK 5325 AT PAGE [1203](#).



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

Order Number: SC55102334

13. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN WASTE WATER SERVICE AGREEMENT RECORDED JUNE 30, 1987, IN BOOK 5388 AT PAGE [1067](#).
14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 06, 1994, IN BOOK 6573 AT PAGE [757](#) AND AS AMENDED BY FIRST AMENDMENT RECORDED DECEMBER 06, 1994 IN BOOK 6573 AT PAGE [772](#) AND BY SECOND AMENDMENT RECORDED MARCH 11, 1997 UNDER RECEPTION NO. [97027116](#) AND AMENDED BY INSTRUMENT RECORDED OCTOBER 14, 1997 UNDER RECEPTION NO. [97120769](#).
15. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RESOLUTON #95-59, LAND USE-14 RECORDED APRIL 06, 1995, IN BOOK 6629 AT PAGE [1040](#).
16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FOUNTAIN VALLEY RANCH SUBDIVISION FILING NO. 6B RECORDED DECEMBER 11, 1995 UNDER RECEPTION NO. [133093](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN JOINT ACCESS EASEMENT RECORDED DECEMBER 11, 1995 IN BOOK 6780 AT PAGE [1060](#).
18. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED DECEMBER 11, 1995, IN BOOK 6780 AT PAGE [1062](#).
19. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RESOLUTIOIN NO. 95-352, LAND USE-134 RECORDED JANUARY 08, 1996, IN BOOK 6798 AT PAGE [460](#).
20. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RESOLUTION NO. 97-330, TRANSPORTATION-15 RECORDED SEPTEMBER 17, 1997, UNDER RECEPTION NO. [97108972](#).
21. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE FOUNTAIN MUTUAL METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 19, 2001, UNDER RECEPTION NO. [201084215](#).
22. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN SERVICE AGREEMENT RECORDED APRIL 21, 2008, UNDER RECEPTION NO. [208044754](#).
23. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN INTERGOVERNMENTAL AGREEMENT RECORDED APRIL 21, 2008, UNDER RECEPTION NO. [208044755](#).
24. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RESOLUTION NO. 12-007, AS TO REZONING RECORDED JANUARY 19, 2012, UNDER RECEPTION NO. [212006140](#).





## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Company

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

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

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

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

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

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

#### 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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

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



Craig B. Rants, Senior Vice President



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

By  *C. Monroe* President

Attest  *David Wold* Secretary

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

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ANDIS W. SCHMITT  
El Paso County Clerk & Recorder

1987 JUN 30 PM 3:36

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WASTE WATER SERVICE AGREEMENT

THIS WASTE WATER SERVICE AGREEMENT (the "Agreement") is executed by and between SECURITY SANITATION DISTRICT ("District"), WIDEFIELD HOMES WATER COMPANY, a Colorado corporation ("Widefield") and SECURITY SAVINGS AND LOAN ASSOCIATION ("Security Savings"). 2700

RECITALS:

WHEREAS, District is the owner and operator of a waste water treatment plant located in El Paso County, Colorado (the "District Plant"); and

WHEREAS, Widefield is the owner and operator of a waste water treatment plant located in El Paso County, Colorado (the "Widefield Plant"); and

WHEREAS, Security Savings is the owner of certain real property more particularly described on Exhibit A annexed hereto and incorporated herein by this reference (the "Exhibit A Property"); and

WHEREAS, a part of the Exhibit A Property is or pursuant to paragraph 10 of this Agreement will be located within the boundaries of the District which property is more particularly described on Exhibit A-1 annexed hereto and incorporated herein by this reference (the "District Property") and a part of the Exhibit A Property is not and will remain outside of the boundaries of the District (the "Non-District Property"); and

WHEREAS, the District Property is not capable of being provided with waste water treatment service ("Service") by the District by gravity flow by reason of the topography of the Exhibit A Property; and

WHEREAS, the District Property is capable of being provided with Service by Widefield by gravity flow and by reason thereof, the District has requested that Widefield provide Service to the District Property; and

WHEREAS, Security Savings has requested that Widefield provide Service to the Non-District Property; and

WHEREAS, the parties are desirous of entering into an agreement to set forth the terms and conditions under which Widefield and the District would provide Service to the Exhibit A Property.

MHFabell12



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NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Allocation. Widefield will allocate up to two hundred ninety-four (294) residential tap equivalents (each a "Tap" and collectively the "Taps") which Taps may be reserved for future activation and use by Security Savings and any other person or entity acceptable to Widefield desiring to reserve the Taps. The term of such allocation shall commence on the date of execution of this Agreement and expire three (3) years thereafter unless the Taps are reserved prior thereto pursuant to paragraph 2. Security Savings may reserve up to two hundred ninety-four (294) residential tap equivalents pursuant to paragraph 2 hereof provided that prior to such reservation, Widefield has not then reserved or sold the Taps to others. It is specifically understood and agreed that until Security Savings reserves the Taps pursuant to paragraph 2, Widefield may allocate or sell the Taps to others and Security Savings shall have no right or claim to any of the Taps or any Service to the Exhibit A Property by Widefield. It is further specifically understood and agreed that the intent of the parties hereto is not to create any option or first right of refusal or guaranty of availability of the Taps to Security Savings or any other person or entity but rather to establish the terms and conditions under which the Taps can be reserved and upon such reservation the terms and conditions upon which Widefield would provide Service to the Exhibit A Property.

2. Method of Reservation. Security Savings may reserve all or any portion of the Taps from time to time by paying to Widefield in cash at the time of any requested reservation of Taps, an amount equal to the price then charged by Widefield to its customers in its service area but no less than One Thousand Dollars (\$1,000.00) per Tap reserved. Nothing herein shall preclude Widefield from reserving the Taps in favor of another person or entity for a sum other than customarily charged by Widefield to its customers in its service area at the time of any such reservation.

3. Payment for Service. To the extent that Taps are reserved and activated and Widefield provides Service to any of the District Property, Widefield shall bill and the District shall pay to Widefield when due, Widefield's standard charge or charges to its customers for Service as applied throughout its service area or boundaries, as such charges may be promulgated from time to time. It is the intent of Security to thereafter bill the owners of portions of the District Property receiving Service from Widefield to reimburse the District for any sums paid to Widefield. The District shall not be entitled to any offset against any charges imposed by Widefield for providing Service to the District Property by reason of the fact that Security is unable to collect in whole or in part fees from the owners of the District Property to which Service is supplied.



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4. Service to Non-District Property. To the extent that Taps are reserved and activated by Security Savings on the Non-District Property, Widefield shall directly charge the owners of such property for Service at its standard charge or charges to its customers for such Service as applied throughout its service area or boundaries, as such charges may be promulgated from time to time. Additionally, to the extent that Taps are reserved and activated for the Non-District Property pursuant to paragraph 2, Widefield shall supply water service to such property, at its standard rates, provided that Widefield determines in its sole discretion that it has the capability to provide such service.

5. No Capital Improvements. In providing Service to the District Property or Non-District Property, it is specifically understood and agreed by the parties that such Service will be provided by gravity flow only and Widefield shall not be obligated to construct any capital improvements, lift stations or other mechanisms or increase the capacity of the Widefield Facility.

6. Administrative Fee. With respect to each Tap reserved and activated within the District Property, Security Savings shall pay to the District a one-time administrative fee of the sum of Seven Hundred Fifty Dollars (\$750.00) which fee shall be in addition to any fee to be paid to Widefield hereunder and which fee shall be paid at the time of the reservation of any Tap. R20

7. Maintenance of Waste Water Lines. Widefield shall have no obligation to provide Service to any of the Exhibit A Property until it determines in its sole discretion that the main waste water lines (the "Main Lines") within the Exhibit A Property are satisfactory to Widefield in its sole discretion. It is acknowledged that the Main Lines in the Exhibit A Property have been constructed by Security Savings or its predecessors or persons designated by Security Savings and Security Savings hereby warrants to Widefield and its successors and assigns that the Main Lines will be properly functional for a one-year period (the "Warranty Period") commencing on the date of acceptance by Widefield of the Main Lines. During the Warranty Period, Widefield shall maintain the Main Lines at the cost and expense of Security Savings. Security Savings shall reimburse Widefield for any such cost or expense promptly upon invoice to Security Savings. Subsequent to the Warranty Period, all such maintenance shall be at the expense of Widefield. During the Warranty Period, Security Savings hereby agrees to indemnify and hold Widefield harmless from any loss, cost or expense incurred by Widefield and arising directly or indirectly out of the failure of the Main Lines to properly function.

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8. Service Lines. Security Savings shall be responsible for and shall pay for the construction of all service lines and facilities required to accomplish access to the Main Lines described in paragraph 6 above. Security Savings shall provide easements for the Main Lines and the service lines together with easements to provide access to such facilities. All such easements shall be formally conveyed to the District and Widefield jointly by customary instrument unless such easements are dedicated as part of a subdivision of the property. In the event of such dedication to District, District shall provide Widefield with appropriate authority to access all such lines. The size and location of all easements to be conveyed or dedicated are subject to the prior written approval of the District and Widefield.

9. Rules and Regulations. Any Service to be provided hereunder to the Exhibit A Property will be subject to the applicable legal rules, regulations and resolutions promulgated by the District and Widefield and which are in effect throughout their respective Service areas from time to time as use is requested and Service provided.

10. Inclusion of Property. Within twenty (20) days of the execution of this Agreement, Security Savings shall submit fully executed Petitions for Inclusion in the District in the form to be prescribed by the District, which Petitions shall not be withdrawn, and which shall include a full and complete legal description of any and all real property owned by Security Savings lying North of a line extended Easterly through the East 1/4 corner of Section 13, T 15 S, R 66 W, not therefore included within the District in accordance with procedures required by law. The District shall proceed to cause its approved service area to be amended to include such property. The Non-District Property shall be included by Widefield in Widefield's service area.

11. Miscellaneous Provisions.

A. Paragraph Headings. The paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement.

B. Successors. This agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties.

C. Governing Law. This Agreement shall be governed and controlled by the laws of the State of Colorado.



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D. Validity of Agreement. The invalidity of any portion of this Agreement shall not invalidate any remaining portion or portions of this Agreement.

E. Attorneys' Fees. In the event of litigation to secure the enforcement of rights hereunder the prevailing party shall be entitled to receive, in addition to other relief granted by the court, its costs and reasonable attorney fees incurred.

F. Waiver. The failure on the part of any party to complain of any act or failure to act of the other party or to declare the other party in default, without regard to the duration of such failure, shall not constitute a waiver by any such party of his rights hereunder.

G. Entire Agreement. This Waste Water Service Agreement contains the entire agreement between the parties with respect to waste water service on the Exhibit A Property. It is expressly agreed that the Exhibit A Property is not subject to that Sanitary Plant Capacity allocation agreement of June 18, 1986 by and between Security, Security Savings, and other parties. No amendments, modifications or changes hereof shall be binding upon any party unless the same is in writing and executed by the parties with the same formality as this Waste Water Service Agreement.

H. Exhibit A is provided merely to describe the Exhibit A. Nothing shown thereon including any tap allocations or requirements shall be deemed to be a part of this Agreement or binding upon Widefield.

**SECURITY SANITATION DISTRICT**

ATTEST: Robert H. Schneider

BY: Jerry Cantrell  
Its: President

**WIDEFIELD HOMES WATER COMPANY**

ATTEST: Donald Robinson

BY: Jules H. Watson  
Jules H. Watson, President

**SECURITY SAVINGS AND LOAN ASSOCIATION - BY TRIAD DEVELOPMENT CORPORATION**

ATTEST: Judith Burmeister

ITS AGENT  
BY: [Signature]  
Its: President

NOTARY

Subscribed and sworn to before me this 6<sup>th</sup> day of January, 1987.  
My Commission Expires: Aug. 29, 1989  
My Commission expires: \_\_\_\_\_

[Signature]  
Notary Public  
Address

102 STEWART - #750, Colorado Springs, CO 80903

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BOOK 5388 PAGE 1072



**Engineering Consultants**  
3204 North Academy Boulevard, Suite 220  
Colorado Springs, Colorado 80907  
303/574-3504

**Legal Description**

A tract of land located in Section 12 and 13, Township 15 South, Range 66 West of the 6th P.M. and Sections 7 and 18, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado more particularly described as follows:

Considering the east line of the northeast quarter of said Section 13 as bearing South  $00^{\circ}41'16''$  East, from a found stone at the northeast corner of said northeast quarter to a found number five rebar at the southeast corner of said northeast quarter, and with all bearings contained herein relative thereto:

Beginning at the southeast corner of the northeast quarter of said Section 13; thence along the south line of Fountain Valley Ranch Subdivision Filing No. 1 recorded in Plat Book Z3 at Page 40 of the records of said El Paso County, South  $89^{\circ}58'18''$  West a distance of 640.63 feet; thence North  $00^{\circ}01'04''$  West a distance of 99.50 feet; thence North  $23^{\circ}14'14''$  East a distance of 65.30 feet; thence North  $00^{\circ}01'04''$  West a distance of 100.00 feet; thence South  $89^{\circ}58'56''$  West a distance of 201.00 feet; thence North  $00^{\circ}01'04''$  West a distance of 100.00 feet; thence North  $10^{\circ}19'25''$  West a distance of 60.98 feet; thence North  $00^{\circ}41'16''$  West a distance of 97.39 feet; thence North  $89^{\circ}18'52''$  East a distance of 164.31 feet; thence North  $00^{\circ}41'16''$  West a distance of 93.00 feet; thence North  $22^{\circ}40'29''$  East a distance of 65.36 feet; thence North  $00^{\circ}41'08''$  West a distance of 100.00 feet; thence South  $89^{\circ}18'52''$  West a distance of 253.88 feet; thence North  $00^{\circ}41'16''$  West a distance of 159.98 feet; thence North  $89^{\circ}18'44''$  East a distance of 175.45 feet; thence North  $00^{\circ}41'16''$  West a distance of 520.00 feet; thence South  $89^{\circ}18'44''$  West a distance of 85.00 feet; thence North  $00^{\circ}41'16''$  West a distance of 70.00 feet; thence North  $12^{\circ}32'12''$  West a distance of 97.00 feet to a point on the south right-of-way line of Crawford Avenue as shown on said plat of Fountain Valley Ranch Subdivision Filing No. 1, being a point on a curve concave to the south, having a central angle of  $21^{\circ}47'52''$ , a radius of 560.00 feet and the chord of which bears North  $78^{\circ}24'48''$  East a distance of 211.77 feet; thence along the arc of said curve, being said south right-of-way line, a distance of 213.05 feet; thence along said south right-of-way line. North  $89^{\circ}18'44''$  East a distance of 376.97 feet; thence North  $00^{\circ}41'16''$  West a distance of 975.14 feet; thence North  $00^{\circ}43'48''$  West a distance of 792.37 feet; thence North  $89^{\circ}16'12''$  East a distance of 467.52 feet to a point on a curve concave to the southwest, having a central angle of  $90^{\circ}00'00''$ , a radius of 20.00 feet and the chord of which bears South  $45^{\circ}43'48''$  East a distance of 28.28 feet; thence along the arc of said curve a distance of 31.42 feet; thence South  $00^{\circ}43'48''$  East a distance of 772.54 feet to a point on the south line of

EXHIBIT A

Other Offices: Fort Collins, Colorado 303/226-4955 • Vail, Colorado 303/476-6340



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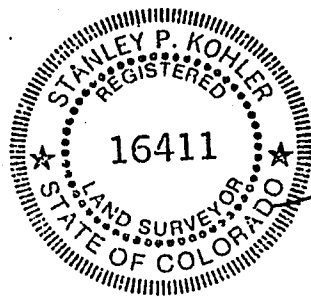
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said Section 7; thence South  $00^{\circ}41'16''$  East a distance of 875.32 feet to a point on the west right-of-way line of Grinnell Street as shown on said plat of Fountain Valley Ranch Subdivision Filing No. 1; thence along said west right-of-way line, South  $00^{\circ}41'16''$  East a distance of 1763.20 feet; thence along said west right-of-way line, South  $00^{\circ}41'02''$  East a distance of 2590.14 feet to a point on a curve concave to the northwest, having a central angle of  $89^{\circ}57'36''$ , a radius of 20.00 feet and the chord of which bears South  $44^{\circ}17'46''$  West a distance of 28.27 feet; thence along the arc of said curve a distance of 31.40 feet to a point on the north right-of-way line of Fontaine Boulevard; thence along said north right-of-way line, South  $89^{\circ}16'34''$  West a distance of 237.53 feet to a point on the west line of said Section 18; thence along said west line, North  $00^{\circ}41'02''$  West a distance of 2609.12 feet to the point of beginning, containing 72.88 acres, more or less.



RBD, INC.

*Stanley P. Kohler 6/19/87*  
Stanley P. Kohler, Professional Land Surveyor  
Colorado Registration No. 16411

EXHIBIT A

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**RBD** INC

Engineering Consultants

3204 North Academy Boulevard, Suite 220  
Colorado Springs, Colorado 80907  
303/574-3504

Legal Description

A tract of land located in Section 12 and 13, Township 15 South, Range 66 West of the 6th P.M. and Sections 7 and 18, Township 15 South Range 65 West of the 6th P.M., El Paso County, Colorado more particularly described as follows:

Considering the east line of the northeast quarter of said Section 13 as bearing South  $00^{\circ}41'16''$  East, from a found stone at the northeast corner of said northeast quarter to a found number five rebar at the southeast corner of said northeast quarter, and with all bearings contained herein relative thereto:

Beginning at the southeast corner of the northeast quarter of said Section 13; thence along the south line of Fountain Valley Ranch Subdivision Filing No. 1 recorded in Plat Book Z3 at Page 40 of the records of said El Paso County, South  $89^{\circ}58'18''$  West a distance of 640.63 feet; thence North  $23^{\circ}14'14''$  East a distance of 99.50 feet; thence North  $23^{\circ}14'14''$  East a distance of 65.30 feet; thence North  $00^{\circ}01'04''$  West a distance of 100.00 feet; thence South  $89^{\circ}58'56''$  West a distance of 201.00 feet; thence North  $00^{\circ}01'04''$  West a distance of 100.00 feet; thence North  $10^{\circ}19'25''$  West a distance of 60.98 feet; thence North  $00^{\circ}41'16''$  West a distance of 97.39 feet; thence North  $89^{\circ}18'52''$  East a distance of 164.31 feet; thence North  $00^{\circ}41'16''$  West a distance of 93.00 feet; thence North  $22^{\circ}40'29''$  East a distance of 65.36 feet; thence North  $00^{\circ}41'08''$  West a distance of 100.00 feet; thence South  $89^{\circ}18'52''$  West a distance of 253.88 feet; thence North  $00^{\circ}41'16''$  West a distance of 159.98 feet; thence North  $89^{\circ}18'44''$  East a distance of 175.45 feet; thence North  $00^{\circ}41'16''$  West a distance of 520.00 feet; thence South  $89^{\circ}18'44''$  West a distance of 85.00 feet; thence North  $00^{\circ}41'16''$  West a distance of 70.00 feet; thence North  $12^{\circ}32'12''$  West a distance of 97.00 feet to a point on the south right-of-way line of Crawford Avenue as shown on said plat of Fountain Valley Ranch Subdivision Filing No. 1, being a point on a curve concave to the south, having a central angle of  $21^{\circ}47'52''$ , a radius of 560.00 feet and the chord of which bears North  $78^{\circ}24'48''$  East a distance of 211.77 feet; thence along the arc of said curve, being said south right-of-way line, a distance of 213.05 feet; thence along said south right-of-way line, North  $89^{\circ}18'44''$  East a distance of 376.97 feet; thence North  $00^{\circ}41'16''$  West a distance of 975.14 feet; thence North  $00^{\circ}43'48''$  West a distance of 792.37 feet; thence North  $89^{\circ}16'12''$  East a distance of 467.52 feet to a point on a curve concave to the southwest, having a central angle of  $90^{\circ}00'00''$ , a radius of 20.00 feet and the chord of which bears South  $45^{\circ}43'48''$  East a distance of 28.28 feet; thence along the arc of said curve a distance of 31.42 feet; thence South  $00^{\circ}43'48''$  East a distance of 772.54 feet to a point on the south line of

EXHIBIT A-1

Other Offices: Fort Collins, Colorado 303/226-4955 • Vail, Colorado 303/476-6340

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said Section 7; thence South 00°41'16" East a distance of 875.32 feet to a point on the west right-of-way line of Grinnell Street as shown on said plat of Fountain Valley Ranch Subdivision Filing No. 1; thence along said west right-of-way line, South 00°41'16" East a distance of 1763.20 feet; thence South 89°03'04" West a distance of 257.53 feet to the point of beginning, containing 57.45 acres, more or less.



RBD, INC.

*Stanley P. Kohler* 6/19/87  
Stanley P. Kohler, Professional Land Surveyor  
Colorado Registration No. 16411

EXHIBIT A-1



**SERVICE AGREEMENT**

This Service Agreement is made this 10<sup>th</sup> day of February, 2008 by and between Security Water District, whose address is 231 Security Blvd., Colorado Springs, Colorado 80911 ("Water District"), **Security Sanitation District**, whose address is 231 Security Blvd., Colorado Springs, Colorado 80911 ("Sanitation District"), and New Generation Homes, Inc., a Colorado corporation, whose address is 3 Widefield Boulevard, Colorado Springs, CO 80911 ("Developer"). The Water District and the Sanitation District are at times collectively referred to as the "Districts."

**RECITALS**

A. Developer has previously developed a residential property known as Fountain Valley Ranch Filing No. 6B consisting of 276 existing homes ("Original Development"). The Developer is in the process of amending the development plat for the Original Development to allow construction of 36 additional single family homes on a 10 acre parcel originally platted as a tract planned for an elementary school in the Original Development, which additional development was known as Tract C of Fountain Valley Ranch Filing No. 6B ("Additional Development"). The Additional Development is now to be known as Fountain Valley Ranch Filing 6E.

B. Developer is the fee owner of 100 percent of the real property comprising the Additional Development.

C. Both the Original Development and Additional Development are located within the boundaries and service area of the Water District and the Sanitation District.


D. The Sanitation District and the original developer agreed that the District would not provide service to the Original Development because of the need to construct and maintain a sewage lift station to pump the sewage to a point where it would gravity flow into the Sanitation District wastewater treatment plant.

E. The 36 new residences in the Additional Development would also need the construction of a sewage lift station to serve the wastewater from the Additional Development which may not be cost effective for the Developer to provide for such a small number of units.

F. Widefield Water and Sanitation District ("Widefield") has provided wastewater treatment services to the Original Development and the parties believe that Widefield is willing to provide wastewater treatment for the Additional Development as well.

G. The Sanitation District is agreeable not to provide wastewater treatment for the Additional Development considering the need for the construction of a wastewater lift station by the Developer and that wastewater treatment is already provided to the Original Development by Widefield.

H. The Water District has provided water service to the Original Development and is willing to provide water service to the Additional Development.

ROBERT C. "BOB" BALINK	El Paso County, CO
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I. The Developer seeks approval from the Districts for bifurcated water and wastewater services to the Additional Development, as is done for the Original Development, with water service to be provided through the Water District and wastewater treatment services to be provided through Widefield.

Now, therefore, for and in consideration of the mutual promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to hereby agree as follows:

1. Return Flows. All return flows from the Original Development and the Additional Development (hereinafter "Return Flows") are generated from water rights owned and provided by the Water District under augmentation decrees obtained by the Water District for its sole use and benefit. Credit to the Water District for the Return Flows is part of the Water District's property rights under its existing water rights and augmentation decrees. The Water District's rights to these Return Flows will be the subject of a separate agreement with Widefield .

2. Wastewater Service. The Additional Development is within the Sanitation District and pays ad valorem real property taxes which includes a mill levy by the Sanitation District. It is acknowledged that the Additional Development will remain within the Sanitation District and upon its tax rolls, but that the wastewater facilities for the collection and treatment of wastewater from the Additional Development will be provided by Developer and Widefield as agreed upon between them. The Widefield agreement to provide wastewater service to the Additional Development will be the subject of a separate agreement with Widefield . The Sanitation District and the Developer agree to Widefield's provisions of such wastewater service within the district boundaries of the Sanitation District.

3. Administration. The Sanitation District shall bill the properties within the Additional Development for the monthly wastewater service fees of Widefield, and shall remit such amounts to Widefield, and shall receive compensation from Widefield for such services, all pursuant to the Districts' separate agreement with Widefield .

4. Water Improvements. The Developer shall construct and pay for the water delivery system and distribution system as necessary to meet the Water District's design criteria and construction standards as necessary to properly supply and distribute water from the Water District's facilities to the Additional Development ("Water Utility Improvements"), the sufficiency of which shall be determined by the Water District in its sole discretion. Developer shall obtain final design approval of the Water Utility Improvements by the Water District prior to construction in the form of approved construction drawings. The Water Utility Improvements shall include any off site improvements necessary to adequately service the Additional Development.

5. Wastewater Improvement. Wastewater utility improvements to properly service the Additional Development shall be the subject of an agreement between the Developer and Widefield.

The Developer shall provide the Sanitation District with a copy of the final approved plans for the wastewater utility improvements.

6. Final Plans. The Developer shall provide the Water District with a copy of the final approved plans of the Water Utility Improvements and also with a complete set of as built drawings upon completion of the Water Utility Improvements.

7. Tap and Water Development Fees. Petitioner shall pay to the Water District tap fees and water development fees for water services to the Additional Development under the rate structure in place at the time when the water services are requested to be made available to the individual lots within the Additional Development.

8. Easements. The Developer shall grant and provide to the Water District, at no cost to the District, any and all necessary licenses, permits, easements and rights of way across the Additional Development and over, under and across any area required outside the limits of the Additional Development, in size and location acceptable to the District. Such grants and provisions shall be in accordance with the Water District's design criteria and specifications to provide for the construction, operation, maintenance, repair and replacement of the mains, pipelines and appurtenances for the water lines serving the Additional Development, together with the right of ingress and egress thereto. The design criteria and specifications for the easements shall include that (1) the utility easements for main lines shall be exclusive easements to the extent reasonably possible, and (2) to the extent exclusive easements are not reasonably possible then any other neighboring utilities (i.e., natural gas, telephone, cable, etc.) shall not be located on top of the Water District's utility infrastructure within the easements or so close thereto as to interfere with or impair the Water District's access to and maintenance of the utilities within the easements.

The Additional Development is burdened by an existing exclusive easement granted to the United States Bureau of Reclamation for the Water District's lateral pipeline off of the Fountain Valley Authority Project. The water system and wastewater collection system improvements will need to cross this exclusive easement. Permits and/or specific authorization to encroach upon this exclusive easement for such purposes are required. The Developer shall have responsibility for procuring such permits, easements and/or other rights of entry and use from the appropriate responsibility entities, which may include but are not necessarily limited to the United States Bureau of Reclamation and the Fountain Valley Authority. The Developer shall initiate and pursue the permit or license process with the responsible authorities and shall provide the Districts with the completed permits evidencing authorization to enter upon the exclusive easement to construct, operate and maintain and replace the water system improvements appurtenant to the Additional Development.

9. Nature of Work. All work to be performed by the Developer under the terms of this Service Agreement shall be performed using quality materials and shall be performed in a workmanlike manner in compliance with the rules, regulations, specifications, policies and requirements of the Water District. Compliance with such specifications and requirements shall be

determined in accordance with standard procedures of the Districts.

10. Acceptance of Work/Warranties. The construction obligations of the Developer shall not be complete until the Water District's inspection and final written acceptance of the water infrastructure as being in compliance with the Water District's respective specifications and plans accepted by the Water District for use in construction under this Agreement, which acceptance shall not occur sooner than one year after completion. Such acceptance shall be in accordance with standard policies and procedures of the Water District. Developer guarantees all infrastructure improvements for one year after determination of final completion by the Water District and until final acceptance by the Water District. Developer shall maintain the improvements during said period of time and shall cure any nonconforming work or any failures in materials or workmanship. All infrastructure improvements performed by the Developer, once finally accepted by the Water District, shall become the property of the Water District, and shall be maintained and operated by the Water District. Upon final acceptance by the Water District, the Developer shall convey good title for the utility improvements to the Water District, free and clear of all liens and encumbrances.

11. Reimbursement. Upon execution of this Agreement, the Developer will reimburse the Sanitation District the sum of \$1,640.00 for the Sanitation District's attorney fees and costs incurred in connection with this Service Agreement. This reimbursement is made because the Sanitation District will not be collecting any tap fees for the Additional Development to cover the Sanitation District's expenses in this matter.

12. Default/Remedies. A party shall be in default hereunder in the event it fails to perform its obligations as required hereunder, and if such noncompliance is not cured within 15 days after written notice by the other party of the nature of the alleged noncompliance. In the event of default, the non-defaulting party shall have all remedies available under Colorado law, including that the Districts shall have the right to injunctive relief and specific performance in order to require Developer to perform its obligations under this Agreement. The Water District shall not provide any utility service if Developer or its successors are not in compliance with this Agreement. The Districts shall have the right, but not the obligation, to cure any default under this Agreement and to recover the Districts' costs and expenses in curing such default and in performing the other party's obligations.

13. Governmental Immunity. Nothing contained in this Service Agreement shall in any way waiver, diminish, or relinquish the Water District's or the Sanitation District's rights to governmental immunity under Colorado law. Such rights are reserved by the Water District in all respects.

14. Attorney's Fees. In the event of any dispute between the parties concerning this Service Agreement or in the event of any action to enforce this Service Agreement or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorney's fees,

incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.

15. Authority. All parties to this Agreement warrant and represent that they have full power and authority to enter into and perform this Agreement, and to bind their principals. All parties shall provide the appropriate entity resolution authorizing the execution and performance of this Agreement.

16. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter addressed herein. All negotiations, considerations, representations and understandings by and between the parties are incorporated and merged herein. This Agreement may be modified or altered only upon the parties written agreement.

17. Recording. The fully executed Service Agreement shall be recorded with the El Paso County Clerk and Recorder.

18. No Third Party Beneficiary. This Agreement shall be for the sole benefit of the parties hereto, and no other party is entitled to have any rights or benefits by reason of this Agreement as a third party beneficiary or otherwise.

19. Binding Effect/Covenant. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of not only the parties hereto, but also their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, this Service Agreement has been duly executed and delivered by the parties hereto on the date and year first above written.

Security Water District

By: H.E. Proal  
H.E. Proal, President

ATTEST:

By: Roy E. Heald  
Roy E. Heald, Assistant Secretary



Security Sanitation District

By: H.E. Proal  
H.E. Proal, President

ATTEST:

By: Roy E. Heald  
Roy E. Heald, Assistant Secretary



New Generation Homes, a Colorado corporation

ATTEST: (SEAL)

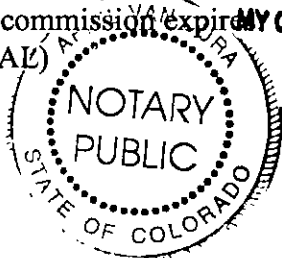
By: [Signature]  
President

By: [Signature]  
Secretary

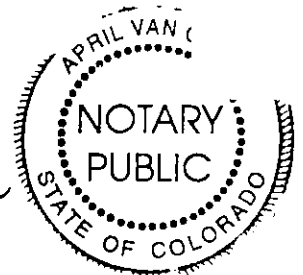
State of Colorado )  
) ss.  
County of El Paso )

This instrument was acknowledged before me this 14<sup>th</sup> day of March, 2008 by H.E. Proal as President and Roy E. Heald as Assistant Secretary of the Security Water District and the Security Sanitation District.

My commission expires 08/07/2010  
(SEAL) MY COMMISSION EXPIRES



Notary Public April VanCura



State of Colorado )  
) ss.  
County of El Paso )

This instrument was acknowledged before me this 26<sup>th</sup> day of February, 2008 by J. Mark Watson, as President and Frank C. Watson, as Secretary of New Generation Homes, Inc. a Colorado corporation.

My commission expires: 09-24-2011  
(SEAL)



Notary Public Dawn Baker