



**Receipt for Fees Paid**

Planning and Community Development Department  
 2880 International Circle, Suite 110, Colorado Springs, Colorado 80910  
 Office (719) 520-6300

Date 2/9/21

Receipt No. 523216

Customer: WINSOME, LLC  
 1864 WOODMOOR DR STE 100  
 MONUMENT, CO 80132  
 JOSEPH DESJARDIN  
 2012 RUFFINO DR

Processed by PR

Check No. 108/1084/1085

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K31	Mylar Pages (1st page)			13.00	1	13.00
K32	Mylar (each additional)			10.00	4	40.00
K07	Park Regional Area = 1			21,949.00	1	21,949.00
K10	School Fees, School District= 49			11,280.00	1	11,280.00
K21	Covenants (1st page)			13.00	1	13.00
K22	Covenants (each additional)			5.00	31	155.00
2	PROJECT NAME: Winsome Sub Filing No 1 SF203					0.00
1	CUSTOMER NAME: WINSOME, LLC & JOSEPH DESJARDIN					0.00

**Total \$33450.00**

**CERTIFICATE AD VALOREM PROPERTY TAXES  
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

**Schedule (Account) No:** 51000-00-496

**2020 TAXES PAYABLE 2021**

**Owner Per Tax Record:** WINSOME LLC

**Property Type:** Real Estate  
**Property Location:** HODGEN RD  
**Property Description:** TR OF LAND BEING IN SEC 24-11-65 DESC AS FOLS: BEG AT W4 COR OF SD SEC 24, TH N00-14-25E 2636.99 FT, TH N89-21-38E 2633.02 FT, TH S77-27-27E 83.93 FT, TH >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

Assessed Value		
Land	\$	6270
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>6270</b>

<u>Tax District: SMB</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007755	48.62
EPC ROAD & BRIDGE (UNSHARED)	0.000330	2.07
EL PASO COUNTY SCHOOL NO 49 - GEN	0.043021	269.74
PIKES PEAK LIBRARY	0.003855	24.17
FALCON FIRE PROTECTION	0.014886	93.34
WINSOME METROPOLITAN #2	0.015000	94.05
El Paso County TABOR Refund	0.000000	-2.46
<b>TOTAL</b>	<b>0.084847</b>	<b>529.53</b>

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2020 taxes: 529.53

**Amount due valid through** FEBRUARY 26th, 2021 : \$ 529.53

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 27th day of JANUARY A.D. 2021

Issued to: epc/trsmuller Treasurer

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20210127 53400

By: 

**El Paso County, Colorado  
Property Tax Details**

**Property Taxes for 2020 Due 2021**

This information reflects current year status of tax liability, assessments due, fees, interest, and current payments received. This information is not to be used in place of a certificate of taxes due.

[Display Tax Statement](#)

**Parcel Information**

Schedule Number: 5100000496

**Property Valuation**

Total Assessed Land: \$6,270  
 Total Assessed Improvements: \$0  
 Total Assessed: \$6,270

**Owner Information**

Name: WINSOME LLC  
 Mailing Address: 1864 WOODMOOR DR STE 100  
 MONUMENT CO 80132

[Assessment questions? Click here](#)

**Property Information**

Property Address: HODGEN RD  
 Property Type: Real

**Value**

Total Market Value: \$21,632

**Taxes Billed**

Base Tax Amount: \$529.53  
 Special Assessment Amount: \$0.00  
 Improvement District Amount: \$0.00  
 Total Current Year Taxes: \$529.53

Total Current Year Taxes do not reflect outstanding tax liens and delinquencies, if any. See Alerts.

**Legal Description**

TR OF LAND BEING IN SEC 24-11-65 DESC AS FOLS: BEG AT W4 COR OF SD SEC 24, TH N00-14-25E 2636.99 FT, TH N89-21-38E 2633.02 FT, TH S77-27-27E 83.93 FT, TH S12-32-33W 660.46 FT, TH ALG ARC OF A CUR TO THE R HAVING A RAD OF 580.00 FT, A C/A OF 11-18-37, AND AN ARC DIST OF 114.49 FT, TH S66-25-49E 564.35 FT, TH S36-40-47E 395.11 FT, TH S15-45-23W 1339.56 FT, TH S87-02-56W 520.71 FT, TH S07-37-26E 744.98 FT, TH ALG ARC OF A NON-TANGENT CUR TO THE L WHOSE CENTER BEARS N10-12-18W HAVING A RAD OF 1470.00 FT, A C/A OF 37-58-09, AND AN ARC DIST OF 974.15 FT, TH N41-49-33E 100.05 FT, TH S48-10-27E 60.00 FT, TH S34-15-42E 1175.97 FT, TH S34-16-51E 60.19 FT, TH S32-53-11E 363.18 FT, TH S21-16-12E 333.95 FT, TH S10-21-26E 247.31 FT, TH S00-34-30E 465.43 FT TH S89-30-15W 4535.92 FT, TH N00-14-27E 2586.92 FT TO POB.

**Alerts**

N/A

**Current Year Payments Due as of 2/18/2021**

Option 1:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
First Half:	March 01	\$0.00	\$0.00	\$0.00	False	<input type="button" value="Pay"/>
Second Half:	June 15	\$0.00	\$0.00	\$0.00	False	<input type="button" value="Pay"/>

OR

Option 2:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
Full Amount:	April 30	\$0.00	\$0.00	\$0.00	False	<input type="button" value="Pay"/>

**Current Year Payments Received**

Date	Amount
01/28/2021	\$529.53

**Prior Year(s) Transaction History**

N/A

Note: Prior years transaction history data is for a maximum of 4 years.

[Print This Page](#)

## Supplemental Information

**Schedule (Account) No:** 51000-00-496

**Date of Issue:** 27th day of JANUARY A.D. 2021

**Full Property Description:**

S12-32-33W 660.46 FT, TH ALG ARC OF A CUR TO THE R HAVING A RAD OF 580.00 FT, A C/A OF 11-18-37, AND AN ARC DIST OF 114.49 FT, TH S66-25-49E 564.35 FT, TH S36-40-47E 395.11 FT, TH S15-45-23W 1339.56 FT, TH S87-02-56W 520.71 FT, TH S07-37-26E 744.98 FT, TH ALG ARC OF A NON-TANGENT CUR TO THE L WHOSE CENTER BEARS N10-12-18W HAVING A RAD OF 1470.00 FT, A C/A OF 37-58-09, AND AN ARC DIST OF 974.15 FT, TH N41-49-33E 100.05 FT, TH S48-10-27E 60.00 FT, TH S34-15-42E 1175.97 FT, TH S34-16-51E 60.19 FT, TH S32-53-11E 363.18 FT, TH S21-16-12E 333.95 FT, TH S10-21-26E 247.31 FT, TH S00-34-30E 465.43 FTTH S89-30-15W 4535.92 FT, TH N00-14-27E 2586.92 FT TO POB.

**Alerts:**

**Owners:**



**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: **SC55072022.1**

Property Address: **17480 N. MERIDIAN ROAD, ELBERT, CO 80106**

Date: **02/05/2021**

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

**For Closing Assistance**

Elizabeth Hall  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0249 (Work)  
(877) 261-1664 (Work Fax)

[ehall@ltgc.com](mailto:ehall@ltgc.com)  
Contact License: CO271373  
Company License: CO44565

**Closer's Assistant**

Lisa Bishaw  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0259 (Work)  
(877) 261-1664 (Work Fax)

[lbishaw@ltgc.com](mailto:lbishaw@ltgc.com)  
Contact License: CO271275  
Company License: CO44565

**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)

PROTERRA PROPERTIES, LLC  
Attention: ANDREW BIGGS  
1864 WOODMOOR DRIVE  
SUITE 100  
MONUMENT, CO 80132  
[abiggs@proterraco.com](mailto:abiggs@proterraco.com)  
Delivered via: Electronic Mail



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

Order Number: **SC55072022.1** Date: **02/05/2021**  
Property Address: **17480 N. MERIDIAN ROAD, ELBERT, CO 80106**  
Parties: **WINSOME, 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>	
"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	TBD
	<b>Total TBD</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 03/31/2020 under reception no. 220044438](#)

[El Paso county recorded 12/08/2016 under reception no. 216142159](#)

[El Paso county recorded 12/16/2009 under reception no. 209143826](#)

[El Paso county recorded 03/19/1987 under reception no. 1539517 at book 5333 page 1025](#)

[El Paso county recorded 03/19/1987 under reception no. 1539516 at book 5333 page 1024](#)

[El Paso county recorded 11/29/1976 under reception no. 280197 at book 2877 page 197](#)

[El Paso county recorded 10/05/1960 under reception no. 169092 at book 1827 page 271](#)

[El Paso county recorded 10/26/1936 under reception no. 565050 at book 935 page 40](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55072022.1

**Property Address:**

17480 N. MERIDIAN ROAD, ELBERT, CO 80106

**1. Effective Date:**

02/01/2021 at 5:00 P.M.

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

"ALTA" Loan Policy 06-17-06 Purchase Loan Rate  
Proposed Insured:  
TO FOLLOW

TBD

**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:**

WINSOME, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LEGAL DESCRIPTION: Winsome Filing No. 1 (rev)

A TRACT OF LAND BEING A PORTION OF SOUTH HALF OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH/ PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH/ PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00° 14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S00° 14'17"W, A DISTANCE OF 1,684.27 FEET TO THE POINT OF BEGINNING; THENCE S89° 41'23"E, A DISTANCE OF 820.25 FEET; THENCE N29° 41'56"E, A DISTANCE OF 768.98 FEET; THENCE S89° 45'39"E, A DISTANCE OF 128.26 FEET; THENCE S69° 47'106"E, A DISTANCE OF 306.30 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69° 47'06"W, HAVING A DELTA OF 2° 06'42", A RADIUS OF 1,790.00 FEET, A DISTANCE OF 65.97 FEET TO A POINT A POINT OF TANGENT; THENCE N18° 06'10"E, A DISTANCE OF 383.72 FEET; THENCE N19° 13'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19° 13'35"E, HAVING A DELTA OF 50° 01'50", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 1,283.60 FEET TO A POINT ON CURVE; THENCE N30° 48'16"W, A DISTANCE OF 58.07 FEET; THENCE N54° 25'41"E, A DISTANCE OF 240.00 FEET; THENCE S40° 33'13"E, A DISTANCE OF 117.62 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N40° 33'13"W, HAVING A DELTA OF 7° 37'13", A RADIUS OF 1,530.00 FEET A DISTANCE OF 203.49 FEET TO A POINT OF TANGENT; THENCE N41° 49'33"E, A DISTANCE OF 100.05 FEET; THENCE S34° 15'42"E, A DISTANCE OF 1,176.07 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N38° 44'46"W, HAVING A DELTA OF 3° 31'19", A RADIUS OF 3,970.00 FEET, A DISTANCE OF 244.03 FEET TO A POINT OF TANGENT; THENCE S54° 46'33"W, A DISTANCE OF 146.74 FEET; THENCE

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55072022.1

S35°13'27"E, A DISTANCE OF 60.00 FEET; THENCE N54°46'33"E, A DISTANCE OF 146.74 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 3°27'19", A RADIUS OF 4,030.00 FEET, A DISTANCE OF 243.03 FEET TO A POINT ON CURVE; THENCE S32°53'11"E, A DISTANCE OF 363.08 FEET; THENCE S21°16'12"E, A DISTANCE OF 333.95 FEET; THENCE S10°20'00"E, A DISTANCE OF 247.91 FEET; THENCE S00°29'45"E, A DISTANCE OF 484.81 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH/ PRINCIPAL MERIDIAN; THENCE S89°30'15"W ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4,535.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 922.65 FEET TO THE POINT OF BEGINNING.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55072022.1

**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.**

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

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

Order Number: SC55072022.1

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.

NOTE: THE ABOVE EXCEPTION WILL BE DELETED FROM THE OWNER'S POLICY TO BE ISSUED UPON RECEIPT OF A SELLER'S FINAL LIEN AFFIDAVIT DISCLOSING NO LEASES AND/OR TENANCIES.

9. RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENTS FROM THE UNITED STATES OF AMERICA RECORDED SEPTEMBER 10, 1873 IN BOOK K AT PAGE 190, NOVEMBER 18, 1880 IN BOOK 35 AT PAGE 74 AND MARCH 29, 1889 IN BOOK 54 AT PAGE 32.
10. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE KIOWA SOIL CONSERVATION DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED DECEMBER 12, 1946 IN BOOK 957 AT PAGE 346.
11. THE EFFECT OF ZONING RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO RECORDED AUGUST 10, 1967 IN BOOK 1921 AT PAGE 323.
12. THE EFFECT OF ZONING RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO RECORDED SEPTEMBER 21, 1965 IN BOOK 2094 AT PAGE 507.
13. (THIS ITEM WAS INTENTIONALLY DELETED)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** SC55072022.1

14. RIGHT OF WAY OF UNDISCLOSED WIDTH OR LOCATION GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION BY INSTRUMENT DATED OCTOBER 10, 1960 BUT NOT RECORDED UNTIL FEBRUARY 11, 1983 IN BOOK 3673 AT PAGE [876](#).
15. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 08, 1983, IN BOOK 3700 AT PAGE [951](#).
16. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
17. (THIS ITEM WAS INTENTIONALLY DELETED)
18. RIGHT OF WAY 20 FEET WIDE ALONG THE NORTH LINE OF HODGEN ROAD IN SECTIONS 19 AND 24, GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION BY INSTRUMENT RECORDED MARCH 17, 1998 UNDER RECEPTION NO. [98033441](#).
19. (THIS ITEM WAS INTENTIONALLY DELETED)
20. THE EFFECT OF FINDINGS AND ORDER OF THE COLORADO GROUND WATER COMMISSION REGARDING WITHDRAWAL OF WATER FROM THE DAWSON AQUIFER RECORDED JULY 10, 2008 UNDER RECEPTION NO. [208078575](#).
21. THE EFFECT OF FINDINGS AND ORDER OF THE COLORADO GROUND WATER COMMISSION REGARDING WITHDRAWAL OF WATER FROM THE DENVER AQUIFER RECORDED JULY 10, 2008 UNDER RECEPTION NO. [208078576](#).
22. THE EFFECT OF FINDINGS AND ORDER OF THE COLORADO GROUND WATER COMMISSION REGARDING WITHDRAWAL OF WATER FROM THE ARAPAHOE AQUIFER RECORDED JULY 10, 2008 UNDER RECEPTION NO. [208078577](#).
23. THE EFFECT OF FINDINGS AND ORDER OF THE COLORADO GROUND WATER COMMISSIONER REGARDING WITHDRAWAL OF WATER FROM THE LARAMIE-FOX HILLS AQUIFER RECORDED JULY 10, 2008 UNDER RECEPTION NO. [208078578](#).
24. (THIS ITEM WAS INTENTIONALLY DELETED)
25. (THIS ITEM WAS INTENTIONALLY DELETED)
26. (THIS ITEM WAS INTENTIONALLY DELETED)
27. ANY RIGHT, TITLE OR INTEREST CLAIMED OR ASSERTED BY ANY INSTRUMENTALITY OF THE UNITED STATES, OF THE STATE OF COLORADO, OR THE PUBLIC IN AND TO THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE BED OR BANKS, PAST OR PRESENT, OR TO THE WATERS OF WEST KIOWA CREEK, ALSO ANY RIGHT, TITLE OR INTEREST OF ANY RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF WATER IN SAID WEST KIOWA CREEK.

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

Order Number: SC55072022.1

28. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED FEBRUARY 05, 2019 PREPARED BY EDWARD-JAMES SURVEYING, INC., JOB #1858-00  
  
SAID DOCUMENT STORED AS OUR IMAGE [14633836](#)  
  
A. FENCE LINES DO NOT COINCIDE WITH PROPERTY LINES
29. (THIS ITEM WAS INTENTIONALLY DELETED)
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION FOR PRELIMINARY PLAN FOR WINSOME SUBDIVISION RECORDED JULY 10, 2019 UNDER RECEPTION NO. [21977982](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION FOR WINSOME METROPOLITAN DISTRICTS RECORDED JULY 25, 2019 UNDER RECEPTION NO. [21985336](#), AND RECORDED JULY 31, 2019 UNDER RECEPTION NO. [21987968](#)
32. THE EFFECT OF FINDINGS AND ORDER OF THE COLORADO GROUND WATER COMMISSIONER REGARDING WITHDRAWAL OF WATER FROM THE LARAMIE-FOX HILLS AQUIFER RECORDED FEBRUARY 20, 2020 UNDER RECEPTION NO. [220024149](#).
33. (THIS ITEM WAS INTENTIONALLY DELETED)
34. (THIS ITEM WAS INTENTIONALLY DELETED)
35. ANY AND ALL WATER RIGHTS CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 31, 2020 UNDER RECEPTION NO. [220044439](#).
36. (THIS ITEM WAS INTENTIONALLY DELETED)
37. DEED OF TRUST DATED SEPTEMBER 01, 2020 FROM WINSOME, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF KIRKPATRICK BANK TO SECURE THE AGGREGATE SUM OF \$3,986,000.00 RECORDED SEPTEMBER 03, 2020 UNDER RECEPTION NO. [220136399](#).
38. DISBURSER'S NOTICE RECORDED SEPTEMBER 03, 2020 UNDER RECEPTION NO. [220136400](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED JUNE 24, 2020 UNDER RECEPTION NO. [22088382](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER AND DECREE ORGANIZING WINSOME METROPOLITAN DISTRICT NO. 3 RECORDED JUNE 02, 2020 UNDER RECEPTION NO. [22075778](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GROUND WATER COMMISSION FINDSS AND ORDER. RECORDED AUGUST 18, 2020 UNDER RECEPTION NO. [220124157](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COLORADO GROUND WATER COMMISSION FINDSS AND ORDER. RECORDED DECEMBER 01, 2020 UNDER RECEPTION NO. [2200194754](#).

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** SC55072022.1

43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED JANUARY 26, 2021 UNDER RECEPTION NO. 22115670.
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WINSOME METROPOLITAN DISTRICTS RECORDED JANUARY 28, 2021 UNDER RECEPTION NO. 22117376, 22117377, 22117378, 22117379, 22117380, 22117381.



## 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.



**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 Corporation**

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.

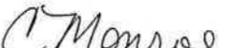
Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

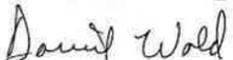


Senior Vice President



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

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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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#9

Ex

Book K Page 190



# The United States of America,

To all to whom these presents shall come, Greeting:

**Whereas**, In pursuance of the Act of Congress, approved July 2, 1862, entitled "An Act donating Public Lands to the several States and Territories which may provide Colleges for the benefit of Agriculture and the Mechanic Arts," there has been deposited in the General Land Office Scrip No. 5825, for one quarter section of Land, in favor of the State of Colorado, duly assigned by the proper authority of the said State to Robert M. Kidder

with evidence that the same has been located upon the South West quarter of the North West quarter and the West half of the South West quarter of section Nineteen, and the North West quarter of the North West quarter of section Thirty, in Township Eleven, South, of Range Fifty Four, West, in the District of Lands subject to sale at Pueblo, Colorado Territory, containing One hundred and Forty three acres and sixty one hundredths of an acre

SW 1/4 of NW 1/4 Section 19.  
W 1/2 of SW 1/4

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now know ye, That there is, therefore, granted by the United States unto the said Robert M. Kidder, as assigned as aforesaid, and to his heirs the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Robert M. Kidder, as assigned as aforesaid, and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. M. Grant, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



Given under my hand, at the City of Washington, the Tenth day of September, in the year of our Lord one thousand eight hundred and Ninety three, and of the Independence of the United States the Ninety eighth.

BY THE PRESIDENT: W. Sprague  
By W. Williams, Secretary.  
L. P. Pisk, Recorder of the General Land Office.  
Admission

#9

THE UNITED STATES OF AMERICA.

Certificate No. \_\_\_\_\_

Book 35

To all to whom these presents shall come GREETING:

Page 74

Whereas, *William P. Plumb* of *Polk* County, *Oregon*, has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Polk, Oregon*, whereby it appears that full payment has been made by the said *William P. Plumb*

under the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act for the further provision for the sale of the Public Lands," for *The South East Quarter of the South East Quarter of Section Thirteen, in Township Eleven South of Range Sixty-five West, in the District of Oregon and part of the State of Oregon, containing 7.25 Acres*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office of the Surveyor General, which said Tract has been purchased by the said *William P. Plumb*

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *William P. Plumb*

and his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, therunto belonging, unto the said *William P. Plumb* and his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of court and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law

IN TESTIMONY WHEREOF, I, *William P. Hayes* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Witness my hand, at the City of Washington, this *Fifth* day of *August* 1875, in the year of our Lord one thousand eight hundred and of the independence of the United States the *Forty*



Recorded, Vol. 496

Filed for Record the 18th day of July A. D. 1875 at 5 o'clock P. M.

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Page 44

Filed 1

#9

S. C. Scrip No.   
 Subdivision No.   
 Book 54   
 Page 32

THE UNITED STATES OF AMERICA,

Is all to Whom these Presents shall come, Greeting:

Whereas, By virtue of the 3d Section of the Act of Congress approved January 28th, 1879, supplemental to the Acts approved June 22d, 1860, March 2d, 1867, and June 10th, 1872, there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at \_\_\_\_\_ whereby it appears that Supreme Court Scrip No. \_\_\_\_\_ Subdivision \_\_\_\_\_ acres, has been located by \_\_\_\_\_ and \_\_\_\_\_ claim thereby established and duly consummated in conformity to law, for the South west Quarter of the Southeast Quarter and the North West Quarter of the \_\_\_\_\_ Township, \_\_\_\_\_ County, \_\_\_\_\_ State, in \_\_\_\_\_

according to the Official Plat of the survey of the said Land, returned to the General Land Office by the Surveyor General.

Now know ye, That there is, therefore, granted by the UNITED STATES, unto the said \_\_\_\_\_ the tract of land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said \_\_\_\_\_ and to \_\_\_\_\_ heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, \_\_\_\_\_ President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ and of the Independence of the United States the one hundred and \_\_\_\_\_ BY THE PRESIDENT



By \_\_\_\_\_ Secretary. \_\_\_\_\_ Recorder of the General Land Office.

Recorded, Vol. 4 Page \_\_\_\_\_ day of March A. D. 1889 at \_\_\_\_\_ o'clock P. M. 1889

#10

346

STATE OF DELAWARE  
LIBERTY & INDEPENDENCE

Office of Secretary of State.

I, William J. Storey, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Incorporation of the "Dent Trust Company", as received and filed in this office the sixth day of December, A. D. 1925, at 9 o'clock A. M.



In Testimony Whereof, I have hereunto set my hand and official seal at Dover, this thirteenth day of May in the year of our Lord one thousand nine hundred and forty-six.

William J. Storey  
Secretary of State

----- X X X X X -----  
STATE OF COLORADO

No. 749574

Certificate of Organization  
State of Colorado

) Department of  
State



Certificate of  
Organization

to  
Zebulonaires Ski Club, Inc.  
Filed for Record 12:08 P.M.  
December 12, 1946  
Charles Ozias, Recorder

) I, Walter F. Morrison, Secretary of State of the  
State of Colorado, do hereby certify that on the Twenty-Fifth  
day of November, A. D. 1946, at the hour of 2:00 o'clock  
P. M. there was filed in my office in accordance with Article  
13, Chapter 41, 1935 Colorado Statutes Annotated,  
a Certificate of Incorporation of Zebulonaires Ski Club, Inc.

Now, Therefore, pursuant to the provisions of Section 173 of said Article 13, I do hereby certify that the said corporation has made full payment of all fees required by statute to be paid to the Secretary of State at the time of issuance of this certificate.

In Testimony Whereof I have hereunto set my hand and affixed the Great Seal of the State of Colorado, at the City of Denver, this Twenty-Fifth day of November A. D. 1946



Walter F. Morrison  
Secretary of State

By Orville E. Frakes  
Deputy

----- X X X X X -----

No. 749581

Certificate  
State of Colorado

) STATE OF COLORADO



CERTIFICATE

to  
Kiowa Soil Conservation  
District

) OFFICE OF THE SECRETARY OF STATE  
) United States of America, } ss.  
) State of Colorado. }

Filed for Record 2:50 P. M. )  
December 12, 1946 )  
Charles Ozias, Recorder )

I, Walter F. Morrison, Secretary of State, of the State of Colorado, do hereby certify that the outer boundaries of the Kiowa Soil Conservation District heretofore and on the Twenty-Second day of May, A. D. 1941, declared by me to be a lawful soil conservation district under the provisions of the Colorado Soil Conservation Act have been changed by the addition of other lands to said District in accordance with the provisions of Section 15 (b) of said Act

and that the outer boundaries of said

Kiowa Soil Conservation District

as so changed, are in accordance with legal description hereto attached

In Testimony Whereof I have hereunto set my hand  
and affixed the Great Seal of the State of Colorado,  
at the City of Denver, this Fifteenth day of  
November A. D. 1946

Walter F. Morrison  
Secretary of State.

By Orville E. Frakes  
Deputy.

Boundary of Kiowa Soil Conservation as of 31 Oct 46

Beginning at a point at the SW corner of Sec. 34, T. 10 S., R. 65 W.; thence 3 miles north along west boundary of Elbert County to NW corner Sec. 22, T. 10 S., R. 65 W.; thence east approximately 1/3 mile to top of divide between Box Elder Creek and Cherry Creek; thence in a northerly direction following said divide through Sec's. 15, 10, 3, T. 10 S., R. 65 W., continuing through Sec's. 34, 27, 22, 14, 15, 10, 11, 3, T. 9 S., R. 65 W., continuing through Sec. 34, T. 8 S., R. 65 W., to a point where divide crosses west boundary of Elbert County; thence north along county line for approximately 2 1/2 miles to the point on the divide near the SW corner of Sec. 15, T. 8 S., R. 65 W.; thence northerly along the divide through Sec's. 15, 10, through Sec. 3, to north section line, T. 8 S., R. 65 W.; thence west on the section line to the SE corner, NW 1/4, SW 1/4 of Sec. 34, T. 7 S., R. 65 W.; thence north 1/2 mile, west 1/4 mile, north 1/2 mile, east 1/2 mile, north 1 mile; thence following divide through Sec. 22, T. 7 S., R. 65 W., to west boundary of Elbert County; thence north along county line to the SW corner of NW 1/4 of Sec. 10, T. 7 S., R. 65 W.; thence east 1/2 mile, north 1/2 mile, west 1/2 mile to county line; thence north along county line to SW corner Sec. 3, T. 6 S., R. 65 W.; thence east 1 mile, north 1 mile to north boundary of Elbert County; thence east 9 miles along Elbert-Arapahoe County line to SE corner Sec. 31, T. 5 S., R. 63 W.; thence north 1 mile, east 1 mile, south 1 mile to SE corner Sec. 32 T. 5 S., R. 63 W.; thence east 1/2 mile, north 1/2 mile, east 1/2 mile, north 1/2 mile, east 1/2 mile, south 1 mile to Elbert-Arapahoe County; thence east along said line to NE corner Sec. 2, T. 6 S., R. 63 W.; south 1 mile, east 1 mile, north 2 miles to NW corner Sec. 31, T. 5 S., R. 62 W.; thence east 1 mile, south 1 1/2 miles, east 1 mile, north 1/2 mile, east along Elbert-Arapahoe County line 1 1/2 miles to S 1/4 corner Sec. 34, T. 5 S., R. 62 W.; thence north 1/2 mile, east 1/2 mile, south 1/2 mile to Elbert-Arapahoe County line; thence east along said county line to NE corner, NW 1/4 Sec. 4, T. 6 S., R. 61 W.; thence south 1/2 mile, east 1/2 mile, south 1/2 mile, west 1/2 mile, south 1/2 mile, east 1 1/2 miles, south 1 mile, east 1/2 mile, south 1 mile, west 1 mile, south 1/2 mile, east 1/2 mile, south 1/2 mile, west 1/2 mile, south 1/2 mile, west 1/2 mile, south 1/2 mile, west 1/2 mile, south 1 mile, to SE corner NW 1/4 Sec. 32, T. 6 S., R. 61 W.; thence east 3/4 mile, south 1/2 mile, east 1/2 mile, south 1/2 mile, east 1/2 mile, south 1/2 mile, east approximately 1/2 mile to county road; thence south along county road to intersection of road with south boundary of Sec. 10, T. 7 S., R. 61 W.; thence west approximately 1 mile to NE corner of NW 1/4 Sec. 16,

T. 7 S., R. 61 W.; thence south  $\frac{3}{4}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, south  $\frac{3}{4}$  mile, east  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{3}{4}$  mile, south 1 mile, east  $\frac{3}{4}$  mile to NE corner Sec. 33, T. 7 S., R. 61 W.; thence south easterly along county road to NE corner  $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 34, T. 7 S., R. 61 W.; thence S.  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, south 1 mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, south  $\frac{3}{4}$  mile, west  $\frac{1}{2}$  mile, south 1 mile.

Boundary of Kiowa Soil Conservation as of 31 Oct. 46 (cont.)

West 2 miles, south 1 mile, east 1 mile, south  $\frac{1}{2}$  mile, east 1 mile, south  $\frac{3}{4}$  mile, west 1 mile, south 1 mile to SE corner Sec. 32, T. 8 S., R. 61 W.; thence east 1 mile, south 2 miles, west  $\frac{1}{2}$  mile, south  $1\frac{3}{4}$  miles, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west 2 miles, south 2 miles to SE corner Sec. 36, T. 9 S., R. 62 W.; thence west 1 mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $1\frac{1}{2}$  miles, east  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $1\frac{1}{2}$  miles, south 1 mile, west  $\frac{1}{2}$  mile, south 1 mile, west  $\frac{1}{2}$  mile, south 2 miles to SE corner Sec. 32, T. 10 S., R. 62 W.; thence west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile to SE corner Sec. 1, T. 11 S., R. 63 W.; thence west 1 mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{3}{4}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{3}{4}$  mile, west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile to SE corner of Sec. 12, T. 11 S., R. 64 W.; thence south 1 mile, west 1 mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{8}$  mile, south  $\frac{1}{2}$  mile, east  $\frac{1}{8}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{8}$  mile, south  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{3}{4}$  mile, south  $\frac{1}{2}$  mile, west 1 mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{3}{4}$  mile, west  $1\frac{1}{2}$  miles, north  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile to SE corner Sec. 29 T. 11 S., R. 64 W.; thence west  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $1\frac{1}{2}$  miles, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $1\frac{3}{4}$  miles to SE corner Sec. 36, T. 11 S., R. 65 W.; thence west  $\frac{1}{2}$  mile, south 1 mile, west 1 mile, south  $\frac{1}{2}$  mile, west 1 mile, north  $\frac{1}{2}$  mile, west  $1\frac{1}{2}$  miles, north  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, west  $\frac{1}{2}$  mile, north  $1\frac{1}{2}$  miles, east  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, east  $1\frac{1}{2}$  miles, north  $1\frac{1}{2}$  miles, east 2 miles, north 1 mile, west 1 mile north 1 mile, east  $\frac{1}{2}$  mile, south  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, north  $\frac{1}{2}$  mile, east  $\frac{1}{2}$  mile, north  $1\frac{3}{4}$  miles to NE corner Sec. 2, T. 11 S., R. 65 W.; thence west 2 miles to point of beginning.

Also including Sec. 24, E $\frac{1}{2}$  NE $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 23, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 13, T. 10 S., R. 62 W.

Also SW $\frac{1}{4}$  and S $\frac{1}{2}$  NW $\frac{1}{4}$ , Sec. 6, T. 10 S., R. 61 W.

Also S $\frac{1}{2}$  Sec. 14, Sec. 14, Sec. 24, 26 in T. 4 S., R. 62 W.

Also SE $\frac{1}{4}$  NW $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 22, Sec. 36 in T. 4 S., R. 63 W.; and

Also Sec. 16, T. 4 S., R. 64 W.; all in Arapahoe, Elbert and El Paso Counties, Colorado and excluding south  $\frac{1}{2}$  Sec. 28, T. 11 S., R. 64 W. and all incorporated municipalities and all areas devoted exclusively to commercial or industrial use.

Received at *10/10/62* *10/10/62* M...  
215385  
Reception No. HARRIET BEALS

Book 1921 ALE 323

C O P I E D  
FROM THE MINUTES OF THE MEETING  
OF THE BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO  
UNDER DATE OF JULY 9, 1962

PUBLIC HEARING  
BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO  
AUDITORIUM, COUNTY OFFICE BUILDING  
Colorado Springs, Colorado  
July 9, 1962

PRESENT: Charles L. Smith, Chairman  
Commissioner Monk  
Francis J. Cuckow, Reporter  
Harriet Beals, County Clerk, by  
Norman C. Foote, Deputy

ALSO PRESENT: Tom Dugan, County Building Inspector  
Edwin Strand, Attorney for Planning Commission  
Several Other Interested Persons

As ordered in the proceedings of the Board of County Commissioners of El Paso County, Colorado, under date of June 7, 1962, a public hearing was held this date in the Auditorium of the County Office Building, Colorado Springs, Colorado, at 4:00 P.M. for the purpose of considering the adoption by this Board of certain proposed changes in the provisions of the Zoning Resolution and Maps of El Paso County, Colorado.

Proof of publication of the recommended and advertised proposed changes was presented by the Board of County Commissioners, and Mr. Norman C. Foote, Chief Deputy County Clerk, read the Notice of Publication as it appeared, and same was ordered set forth in full in the minutes of this meeting, said notice being as follows, to-wit:

NOTICE OF PUBLIC HEARING  
ON PROPOSED CHANGES TO  
EL PASO COUNTY ZONING  
RESOLUTION AND MAPS

NOTICE is hereby given that on July 9, 1962, at 4:00 P.M. in the Auditorium of the County Office Building, at Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the board of County Commissioners of the County of El Paso, State of Colorado, on the following proposed changes in the provisions of the Zoning Resolution and Maps of the Board of County Commissioners of the County of El Paso, State of Colorado, heretofore adopted on April 15, 1942, and certified by the County Planning Commission on May 11, 1942, and as subsequently amended, to-wit:

I

That the following area in El Paso County, Colorado, petitioned for change by Stratmoor Development Co., Inc., designated as being in an A-2 Farming District, shall hereafter be designated as in a R-3 Residence District, to-wit:

That portion of the East half of the East half of Section 5, Township 15 South, Range 66 West of the 6th P.M., described as follows: Beginning at the Southwest corner of said East half of the East half; thence Northerly on the Westerly line thereof a distance of 1950 feet; thence angle right 124°30' Southeasterly to intersect with the Westerly right of way line of the Denver and Rio Grande Western Railroad spur line to Fort Carson; thence angle right Southerly on said railroad right of way line to intersect with the Southerly line of said East half of the East half; said Southerly line being identical with the Northerly boundary line of Fort Carson Military Reservation; thence angle right Westerly on said Southerly line to the point of beginning.

II

That the following area in El Paso County, Colorado, petitioned for change by W. Field Phelps, an Officer of El Paso County, designated as being in an unzoned area, shall hereafter be designated as in an A-2 Farming District, to-wit:

All of Townships 11, 12 and 13, contained in Ranges 64, 65, 66, 67 and 68, and all of Townships 14, 15 and 16, contained in Ranges 64, 65, 66 and 67, excepting therefrom all previously-zoned lands contained therein, any incorporated towns contained therein, all military reservations and all other Federal lands which are not subject to County zoning jurisdiction.

III

BE IT RESOLVED, That the Zoning Resolution of the Board of County Commissioners of the County of El Paso and State of Colorado be amended as to Section XXXIV, entitled: Subdivision Regulations to Regulate the Recording and Subdividing of Land within the County of El Paso and the State of Colorado, and Not Included within the Territorial Limits of any Incorporated Town or City, as follows; to-wit:

Article I, Section 5 (e); Article II, Section 7; Article II, Section 8 (b) 2; Article II, Section 11; and Article III, Section 17 (d); delete Building Inspector and insert Planning Engineer

Article I, Section 5 (n), delete the following: Nor shall a subdivision within the meaning of this Resolution apply to the sale or conveyance of any parcel of land which may be shown as a lot or part of a lot of an approved subdivision, of which a plat has heretofore been recorded in the Land Record of El Paso County.

Article I, Section 5(g), amend by adding: All lots in an approved subdivision shall be staked out by a registered land surveyor or registered professional engineer.

Article III, Section 16 (b), amend to read as follows: ACCESS TO STREET: Each lot shall abut on a dedicated street.

Dated at Colorado Springs, Colorado, June 6, 1962.

THE BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO  
By /s/ Charles L. Smith, Chairman

Date of Publication: June 8, 1962.

It was explained that the above requested changes had been approved and recommended by the El Paso County Planning Commission.

\* \* \*

Section III was discussed. After due discussion and consideration it was moved by Commissioner Smith, seconded by Commissioner Monk and unanimously carried that the amendments to the El Paso County Zoning Resolution as set out in Section III of this hearing be approved with the exception of that portion of ARTICLE II Section 8 (b) 2, shall remain unchanged from the way it is printed in the subdivision regulation as adopted.

There being no further business, the meeting was adjourned.

APPROVED:

/s/ Charles L. Smith  
CHAIRMAN

STATE OF COLORADO )  
                          ) ss  
COUNTY OF EL PASO )

I, Harriet Beals, County Clerk and Ex-officio Clerk to the Board of County Commissioners in and for the County of El Paso, State of Colorado, do hereby certify that the above and foregoing minutes are truly copied from the records of the proceedings of the Board of County Commissioners for said El Paso County under date of July 9, 1962, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at Colorado Springs, Colorado, this 9th day of August, A.D. 1962.

Harriet Beals  
County Clerk

By Charles L. Smith  
Chief Deputy County Clerk

# 12

BOOK 2094 PAGE 507

Received at 1:30 o'clock P.M. SEP 21 1965  
Reception No. 434870 HARRIET BEALS

C O P I E D  
FROM THE MINUTES OF THE MEETING  
OF THE BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO  
UNDER DATE OF SEPTEMBER 2, 1965

PUBLIC HEARING  
BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO  
AUDITORIUM, COUNTY OFFICE BUILDING  
COLORADO SPRINGS, COLORADO  
SEPTEMBER 2, 1965

PRESENT: Keith D. McBurney, Chairman  
Commissioners Fay and Bickley  
Harriet Beals, County Clerk, by  
Norman C. Foote, Deputy

ALSO PRESENT: H. F. Isham, Planning Director  
Approximately 50 Other Interested Persons

As ordered in the proceedings of the Board of County Commissioners of El Paso County, Colorado, under date of July 22, 1965, a public hearing was held this date in the Auditorium of the County Office Building, Colorado Springs, Colorado, at 2:00 p.m. for the purpose of considering the adoption by this Board of certain proposed changes in the provisions of the zoning resolution and maps of El Paso County, Colorado.

Proof of Publication of the recommended and advertised proposed changes was presented by the Board of County Commissioners, found correct and ordered filed. Chairman McBurney, by unanimous consent, called for the reading of the said published legal notice and ordered it set forth in full in the minutes of this meeting, said notice being as follows, to-wit:

NOTICE OF PUBLIC HEARING ON  
PROPOSED CHANGES TO  
EL PASO COUNTY ZONING RESOLUTION AND MAPS

NOTICE is hereby given that on September 2, 1965, at 2:00 o'clock p.m., in the Auditorium of the El Paso County Office Building at Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the Board of County Commissioners of the County of El Paso, State of Colorado, on the following proposed changes in the provisions of the Master Plan, Master Plan Maps, Zoning Plan, Zoning Resolution and Zoning Plan Maps of the Board of County Commissioners of the County of El Paso, State of Colorado. Said provisions were heretofore adopted on April 15, 1942, and certified by the County Planning Commission on May 11, 1942, and as subsequently certified and amended. Such text and maps may be examined at the public office of the El Paso County Planning Director, El Paso County Office Building, Colorado Springs, Colorado, to-wit:

I

BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by Earl F. Reynolds and Therman J. Skelly, designated as being in an A-2 Farming District shall hereafter be designated as in a C-4 Neighborhood Business District, to-wit:

A tract of land situate in the Northwest Quarter of the Northwest Quarter of Section 33, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Commencing at the Section corner common to Sections 28, 29, 32 and 33; thence Southerly on the West line of said Section 33, a distance of 850.6 feet to the Southwest corner of a tract of land deeded to the City of Colorado Springs, Colorado, by warranty deed recorded in Book 1182 at Page 7 of the records of El Paso County, Colorado; thence angle left  $88^{\circ} 09' 42''$  Easterly along the South line of said tract, a distance of 72.3 feet; thence angle left  $90^{\circ} 00' 00''$  Northerly

along the Southerly boundary of said tract, a distance of 5.0 feet to the point of tangent of a curve to the left, the center point of said curve being a point on the Northerly extension of the last mentioned course, a distance of 1119.93 feet; thence Easterly along said curve, also being the South boundary of said City of Colorado Springs tract, a distance of 16.17 feet through a central angle of  $2^{\circ} 21' 44''$  to the point of beginning of the tract to be described; thence continue Northeasterly along said curve, a distance of 198.79 feet through a central angle of  $10^{\circ} 10' 13''$  to a point which is 242.18 feet more or less Northeasterly as measured at right angles to the Northeasterly right of way line of the County Road known as Tompleton Gap Road; thence angle right  $54^{\circ} 07' 14''$  Southeasterly, a distance of 242.18 feet more or less to the Northeasterly right of way of said County Road; thence angle right  $90^{\circ} 00' 00''$  Southwestterly on the Northeasterly right of way line of said Tompleton Gap Road, a distance of 150.00 feet; thence angle right Northwestterly, a distance of 372.43 feet more or less to the point of beginning.

Also:

A tract of land situate in the Northwest Quarter of the Northwest Quarter of Section 33, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Commencing at the Section corner common to Sections 28, 29, 32 and 33; thence Southerly on the West line of said Section 33, a distance of 850.5 feet to the Southwest corner of a tract of land deeded to the City of Colorado Springs, Colorado, by Warranty Deed recorded in Book 1182 at Page 7 of the records of El Paso County, Colorado; and the point of beginning of the tract to be described hereby; thence angle left  $88^{\circ} 09' 42''$  Easterly along the South line of said tract, a distance of 72.3 feet; thence angle left  $90^{\circ} 00' 00''$  Northerly along the Southerly boundary of said tract, a distance of 5.0 feet to the point of tangent of a curve to the left, the center point of said curve being a point on the Northerly extension of the last mentioned course, a distance of 1119.3 feet; thence Easterly along said curve also being the South boundary of said City of Colorado Springs tract, a distance of 16.17 feet; through a central angle of  $2^{\circ} 21' 44''$ ; thence angle right  $43^{\circ} 12' 19''$  Southeasterly from the Easterly extension of the chord to said curve, a distance of 372.43 feet to the Northeasterly right of way line of the County Road known as Tompleton Gap Road; thence angle right  $90^{\circ} 00'$  Southwestterly on said Northeasterly right of way line, a distance of 103.70

feet; thence angle right  $90^{\circ} 00'$  Northwestwardly, a distance of 437.18 feet to intersect the West line of said Section 33; thence angle right  $46^{\circ} 06' 15''$  Northerly on said West line, a distance of 27.74 feet to the point of beginning.

II.

BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by Art Watkins, designated as being in an R-2 Residence District shall hereafter be designated as being in a C-2 Suburban Service District, to-wit:

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block C in the Townsite of Papeton.

III.

BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by William R. Higby, designated as being in an A-5 Rural District shall hereafter be designated as in a C-2 Suburban Service District, to-wit:

That portion of Section 14, Township 11 South, Range 67 West of the 6th P.M., described as follows:

Beginning at the intersection of the centerline of Section 14 with the northerly line of State Highway 50; thence northerly on the last mentioned centerline, 780.0 feet; thence angle left  $63^{\circ} 00'$  northwesterly, 1500 feet more or less to intersect the easterly right-of-way line of Interstate Highway 25; thence southerly on the easterly line of said Interstate 25 to intersect the aforementioned northerly right-of-way line of State Highway 50; thence easterly along the last mentioned northerly line to the point of beginning, containing 24.0 acres more or less.

IV.

BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by Edwin Kelly, designated as being in an R-2 Residence District shall hereafter be designated as in a C-2 Suburban Service District, to-wit:

Lots 19, 20, 21 and 22 in Block L in J. R. Marks Re-subdivision of Blocks "L" and "N" Easthills.

V.

BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by T. M. Collier, Jr., designated as being in an R-2 Residence District shall hereafter be designated as in a C-4 Neighborhood Business District, to-wit:

That portion of Lot 8 in Block A in East Hills, described as follows: Beginning at a point on the Easterly line of said Lot 8 that is 120 feet Southerly thereon from the Northeast corner of said Lot 8; thence Southerly on the said Easterly line a distance of 97.3 feet to a point; thence Westerly parallel with the Northerly line of said Lot 8, a distance of 200 feet to a point; thence Northerly parallel with the Easterly line of said Lot 8 a distance of 97.3 feet to a point; thence Easterly parallel with the Northerly line of said Lot 8 a distance of 200 feet to the point of beginning, except the East 20 feet thereof which was conveyed to El Paso County, Colorado, by Quit Claim deed recorded in Book 1704 at Page 386 of the records of El Paso County, Colorado, under Reception No. 85963.

VI.

BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by the El Paso County Planning Commission, presently in an unzoned area shall hereafter be designated as in an A-4 Agricultural District, to-wit:

All of Townships 11 and 12 South, Range 65 West of the Sixth Principal Meridian; and

All of Township 13 South, Range 65 West of the Sixth Principal Meridian, except the West one half of Sections 18, 19, 30 and 31; and

Sections 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36 and the East one half of Section 6, Township 14 South, Range 65 West of the Sixth Principal Meridian; and

The East one half of Township 15 South, Range 65 West of the Sixth Principal Meridian; and

The East one half and the southwest quarter of Township 16 South, Range 65 West of the Sixth Principal Meridian; and

All of Township 17 South, Range 65 West of the Sixth Principal Meridian; and

The South one half of Township 16 South, and all of Township 17 South, Range 66 West of the Sixth Principal Meridian; and

The South one half of Township 16 South and all of Township 17 South, Range 67 West of the Sixth Principal Meridian; and

Sections 4, 5, 6, 7, 8, 9, 16, 17 and 18, Township 13 South, Range 64 West of the Sixth Principal Meridian.

VII.

BE IT RESOLVED: That the Zoning Resolution of the Board of County Commissioners of the County of El Paso, and State of Colorado, be amended as follows, to-wit:

Insert in Section I, between Definition of GARAGE, PUBLIC and HIGHWAY, the following:

H-HIGH RISE: A zone that, when combined with and included within another zone, allows the construction of the principal buildings to exceed the normal height restrictions and reduces lot area requirements.

Delete Section XI, R RESIDENCE DISTRICT and substitute in its place, the following:

USE: No building or land shall be used and no building shall hereafter be erected, converted, or structurally altered unless otherwise provided herein, except for one of the following uses:

- (1) One Single-family dwelling.
- (2) Golf grounds and polo grounds, provided that no commercial stables are permitted on the premises. No private stables shall be located within sixty (60) feet of any front property line or street and fifteen (15) feet of the side property lines. Fifteen (15) feet rear setback shall be required, for such uses.
- (3) Public parks.
- (4) Telephone exchanges, where no public business office and no repair or storage facilities are maintained.
- (5) Fire, police, emergency or disaster stations.
- (6) Public schools and churches.
- (7) Private schools fully accredited by the State Board of Education.

YARDS: No building shall be closer than forty (40) feet from any front property line or any street or highway right-of-way line, whichever is the closer. For every building hereafter erected or structurally altered there shall be provided a rear yard of not less than forty (40) feet in depth, and a side yard on each side of the building of not less than fifteen (15) feet in width, including all open terraces and one-story, unenclosed porches, provided, however, garages and other accessory buildings may be erected to within fifteen (15) feet of a rear property line provided such have the same rear yard setbacks required for other buildings. The requirements of this paragraph as to front yards shall be subject to the provisions of the applicable section of the El Paso County Highway Setback Maps, and in the event of conflict, the requirements shown on such maps shall control.

LOT AREA, WIDTH AND USE: One permitted use allowed per lot. For every permitted use there shall be provided a lot area of not less than twenty thousand (20,000) square feet; provided, however, this requirement shall not be construed to prevent the erection or structural alteration of a dwelling or dwellings on such lot area for occupancy by domestic servants employed and living on the premises. The minimum width of such lot area shall be one hundred (100) feet at the building setback line.  
Maximum height of principal building: 30 Feet; 2 1/2 stories.

PLATTING: All R Residence District areas must be platted.

SIGNS: As Limited Below

- (1) Only one sign describing professional office, home occupation and tourist accommodation not over two square feet and no dimension shall exceed two feet.
- (2) Only one real estate sign not over six square feet in area relating to the premises and no dimension shall exceed three feet.
- (3) Announcement signs constructed for public, welfare, educational or religious institutions shall not be over eighteen square feet in area.
- (4) No sign shall be illuminated unless the source of light is steady and suitably shielded.
- (5) No sign shall be located less than fifteen feet from the front or side lot line except where affixed to the wall of the building and not extending over any sidewalk.

Delete Section XII, R-1 RESIDENCE DISTRICT and substitute in its place, the following:

USE: No building or land shall be used and no building shall hereafter be erected, constructed or structurally altered unless otherwise provided herein, except for one of the following uses:

- (1) One single-family dwelling.
- (2) Public schools and churches.
- (3) Office of a doctor, dentist, osteopath, chiropractor, architect, engineer or lawyer, when located in the dwelling of the proprietor provided, that no person or persons other than proprietor-owner shall be permitted to work in the said dwelling, and provided further that no sign or signs indicating the availability of such services shall be permitted on the premises, except as permitted below.
- (4) Fire, police, emergency or disaster stations.
- (5) Public parks.
- (6) Golf grounds and polo grounds, provided that no commercial stables are permitted on the premises. No private stables shall be located within sixty (60) feet of any front property line or street, or within two (2) feet from any side property line.

**YARDS:** No building shall be closer than twenty-five feet from any front property line or any street or highway right-of-way line, whichever is the closer. For every dwelling hereafter erected or structurally altered there shall be provided a rear yard of not less than twenty-five (25) feet in depth and a side yard on each side of the building of not less than five (5) feet in width, including all open terraces and one-story, unenclosed porches.

The requirements of this paragraph as to front yards shall be subject to the provisions of the applicable section of the El Paso County Highway Setback Maps, and in the event of conflict the requirements shown on such maps shall control.

A detached private garage or accessory building may be erected anywhere on a lot except within the required front yard or required side yard setback areas provided however, such may be erected within a side yard setback area to within two (2) feet of a side line whenever such building is sixty (60) feet or more from the front property line or nearest street or highway right-of-way, whichever is the closer; and provided, however, that if such building provides an alley or back vehicular entrance, then said building must be set back not less than five (5) feet from any alley or property line to the rear of said building. A permit shall be required for all private garages and other accessory buildings. It is further provided, however, that such detached, private garage or accessory building must be set back not less than five (5) feet from any dwelling.

**LOT AREA AND WIDTH:** For every permitted use there shall be provided a lot area of not less than Six Thousand (6,000) square feet. The minimum width of each lot area shall be sixty (60) feet at the building setback line.

**MAXIMUM HEIGHT OF PRINCIPAL BUILDINGS:** 30 feet; 2 1/2 stories.

**PLATTING:** All R-1 Residence District areas must be platted.

**SIGNS:** As limited below:

(1) Only one sign describing professional office, or home occupation not over two square feet and no dimension shall exceed two feet.

(2) Only one real estate sign not over six square feet in area relating to the premises and no dimension shall exceed three feet.

(3) Announcement signs constructed for public, welfare, educational or religious institutions shall not be over eighteen square feet in area.

(4) No sign shall be illuminated unless the source of light is steady and suitably shielded.

(5) No sign shall be located less than fifteen feet from the front or side lot line except where affixed to the wall of the building and not extending over any sidewalk.

BUILDER'S DEVELOPMENT SIGNS:

(1) Temporary signs not exceeding one hundred (100) square feet in area and no dimension to exceed twelve (12) feet, promoting the sale of lots and new homes within a subdivision and located therein, providing that not more than one such sign be located at each major approach to the subdivision, such signs shall be set back at least thirty (30) feet from any street or lot line, and shall not be located nearer than fifty (50) feet from any residential use, and provided further that the display of such signs shall be limited to a period of twelve (12) months. At the expiration of such fixed period of time, the applicant may request a further extension of time. If, in the opinion of the County Building Department, an extension of the fixed period of time can be granted with no adverse effect to the surrounding area, extensions not to exceed six (6) months, at any one time, may be granted, otherwise the sign shall be removed.

BUILDER'S "MODEL HOME" SIGNS:

(1) One temporary sign, per lot, to advertising model homes or a group of new residences being offered for sale. Said signs shall not exceed sixteen (16) square feet in area, and shall not be located less than twenty-five (25) feet from any lot line, provided that the display of such signs shall be limited to a period of six (6) months. At the expiration of such fixed period of time, the sign shall be removed.

Delete Section XII-A, R-T RESIDENCE DISTRICT, TOPOGRAPHICAL and substitute in its place, the following:

USE: No building or land shall be used and no building shall hereafter be erected, constructed or structurally altered unless otherwise provided herein, except for one of the following uses:

(1) One Single-family dwelling.

(2) One Two-family dwelling.

(3) Public schools and churches.

(4) Private schools, nurseries for children, colleges, libraries, telephone exchanges or community buildings, upon the approval of the Board of Adjustment.

(5) Office of a doctor, dentist, osteopath, chiropractor, architect, engineer, musician, artist-painter, lawyer, beauty operator, seamstress, or insurance agencies, when located in the dwelling of the proprietor, provided that no person or persons other than proprietor-owner shall be permitted to work in the said dwelling, and provided further, that no sign or signs indicating the availability of such services shall be permitted on the premises, except as permitted below.

(6) Telephone exchanges, where no public business office and no repair or storage facilities are maintained.

(7) Fire, police, emergency or disaster stations.

(8) Public parks.

(9) Golf grounds and polo grounds, provided that no commercial stables are permitted on the premises. No private stables shall be located within sixty (60) feet of any front property line or street, or within two (2) feet from any side property line.

YARDS: No building shall be closer than five feet from any property line or any street or highway right of way line, whichever is the closer, including all open terraces and one-story unenclosed porches.

LOT AREA, WIDTH AND USE: One permitted use allowed per lot. For every permitted use there shall be provided a lot area of not less than ten thousand (10,000) square feet. The minimum width of each lot shall be forty-five (45) feet at the building setback line.  
Maximum height of principal buildings: 30 Feet; 2 1/2 stories

PLATTING: All R-T Residence District, Topographical areas must be platted.

SIGNS: As limited below

- (1) Only one sign describing professional office, home occupation and tourist accommodation not over two square feet and no dimension shall exceed two feet.
- (2) Only one real estate sign not over six square feet in area relating to the premises and no dimension shall exceed three feet.
- (3) Announcement signs constructed for public, welfare, educational or religious institutions shall not be over twenty square feet in area.
- (4) No sign shall be illuminated unless the source of light is steady and suitably shielded.
- (5) No sign shall be located less than fifteen feet from the front or side lot line except where affixed to the wall of the building and not extending over any sidewalk.

BUILDER'S DEVELOPMENT SIGNS:

- (1) Temporary signs not exceeding one hundred (100) square feet in area and no dimension to exceed twelve (12) feet, promoting the sale of lots and new homes within a subdivision and located therein, providing that not more than one such sign be located at each major approach to the subdivision, such signs shall be set back at least thirty (30) feet from any street or lot line, and shall not be located nearer than fifty (50) feet from any residential use, and provided further that the display of such signs shall be limited to a period of twelve (12) months. At the expiration of such fixed period of time, the applicant may request a further extension of time. If, in the opinion of the County Building Department, an extension of the fixed period of

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RIGHT-OF-WAY EASEMENT

BOOK 3673 PAGE 876

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

George F. McCune, Elbert, Colorado  
for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a cooperative corporation, whose post office address is Colorado Springs, Colorado, and to its successors or assigns, the right to enter upon the lands

of the undersigned, situated in the County of EL PASO, State of Colorado, and more particularly described as follows: NW 1/4 Section 19 Twp. 11 Range 64  
All of section 24 Twp. 11 Range 65 and the S 1/2 SE 1/4 of Sec. 13 Twp. 11 Range 65, and the SW 1/4 SW 1/4 of Sec. 18 Twp. 11 Range 64, and the W 1/2 W 1/2 of Sec. 19 Twp. 11 Range 64.

920 Acres

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 10 day of Oct, 1960

R. Crane }  
STATE OF COLORADO } ss George F. McCune (SEAL)  
COUNTY OF Lincoln } (SEAL)

I do hereby certify that George F. McCune personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument of writing as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 10th day of October A.D. 1960.  
My commission expires: My Commission Expires November 10, 1963

Asbury C. Payne  
Notary Public

Replaces: Ray C. McCune C.E. Expired 10/17/60 District No. \_\_\_\_\_

time can be granted with no adverse effect to the surrounding area, extensions not to exceed six (6) months, at any one time, may be granted, otherwise the sign shall be removed.

BUILDER'S "MODEL HOME" SIGNS:

(1) One temporary sign, per lot, advertising model homes or a group of new residences being offered for sale. Said signs shall not exceed sixteen (16) square feet in area, and shall not be located less than twenty-five (25) feet from any lot line, provided that the display of such signs shall be limited to a period of six (6) months. At the expiration of such fixed period of time, the sign shall be removed.

Delete Section XIII, R-2 RESIDENCE DISTRICT and substitute in its place, the following:

USE: No building or land shall be used and no building shall hereafter be erected, constructed or structurally altered unless otherwise provided herein, except for one of the following uses:

- (1) One Single-family dwelling.
- (2) One Two-family dwelling.
- (3) Public schools and churches.
- (4) Private schools, nurseries for children, colleges, libraries, telephone exchanges or community buildings, upon the approval of the Board of Adjustment.
- (5) Office of a doctor, dentist, osteopath, chiropractor, architect, engineer, musician, artist-painter, lawyer, insurance agencies, beauty operator or seamstress, when located in the dwelling of the proprietor, provided that no person or persons other than the proprietor-owner shall be permitted to work in the said dwelling, and provided further that no sign or signs indicating the availability of such services shall be permitted on the premises, except as permitted below.
- (6) Telephone exchanges, where no public business office and no repair or storage facilities are maintained.
- (7) Fire, police, emergency or disaster stations.
- (8) Public parks.
- (9) Golf grounds and polo grounds, provided that no commercial stables are permitted on the premises. No private stables shall be located within sixty (60) feet of any front property line or street, or within two (2) feet from any side property line.

YARDS: No building shall be closer than twenty-five feet from any front property line or any street or highway right-of-way line, whichever is the closer. For every dwelling hereafter erected or structurally altered there shall be provided a rear yard of not less than twenty-five (25) feet in depth and a side yard on each side of the building of not less than five (5) feet in width, including all open terraces and one-story, unenclosed porches.

The requirements of this paragraph as to front yards shall be subject to the provisions of the applicable section of the El Paso County Highway Setback Maps, and in the event of conflict the requirements shown on such maps shall control.

A detached private garage or accessory building may be erected anywhere on a lot except within the required front yard or required side yard setback areas provided however, such may be erected within a side yard setback area to within two (2) feet of a side line whenever such building is sixty (60) feet or more from the front property line or nearest street or highway right-of-way, whichever is the closer; and provided, however, that if such building provides an alley or back vehicular entrance, then said building must be set back not less than five (5) feet from any alley or property line to the rear of said building. A permit shall be required for all private garages and other accessory buildings. It is further provided, however, that such detached private garage or accessory building must be set back not less than five (5) feet from any dwelling.

LOT AREA, WIDTH AND USE: One permitted use allowed per lot. For every permitted use there shall be provided a lot area of not less than forty-five hundred (4500) square feet. For every two-family dwelling hereafter erected or structurally altered, there shall be provided a lot area of not less than seven thousand (7000) square feet. The minimum width of each lot area shall be forty-five (45) feet at the building setback line.

MAXIMUM HEIGHT OF PRINCIPAL BUILDINGS: 30 feet; 2 1/2 stories.

PLATTING: All R-2 Residence District areas must be platted.

SIGNS: As limited below

- (1) Only one sign describing professional office, home occupation and tourist accommodation not over two square feet and no dimension shall exceed two feet.
- (2) Only one real estate sign not over six square feet in area relating to the premises and no dimension shall exceed three feet.
- (3) Announcement signs constructed for public, welfare, educational or religious institutions shall not be over eighteen square feet in area.
- (4) No sign shall be illuminated unless the source of light is steady and suitably shielded.
- (5) No sign shall be located less than fifteen feet from the front or side lot line except where affixed to the wall of the building and not extending over any sidewalk.

BUILDER'S DEVELOPMENT SIGNS:

(1) Temporary signs not exceeding one hundred (100) square feet in area and no dimension to exceed twelve (12) feet, promoting the sale of lots and new homes within a subdivision and located therein, providing that not more than one such sign be located at each major approach to the subdivision, such signs shall be set back at least thirty (30) feet from any street or lot line, and shall not be located nearer than fifty (50) feet from any residential use, and provided further that the display of such signs shall be limited to a period of twelve (12) months. At the expiration of such fixed period of time, the applicant may request a further extension of time. If, in the opinion of the County Building Department, an extension of the fixed period of time can be granted with no adverse effect to the surrounding area, extensions not to exceed six (6) months, at any one time, may be granted, otherwise the sign shall be removed.

BUILDER'S "MODEL HOME" SIGNS:

(1) One temporary sign, per lot, advertising model homes or a group of new residences being offered for sale. Said signs shall not exceed sixteen (16) square feet in area, and shall not be located less than twenty-five (25) feet from any lot line, provided that the display of such signs shall be limited to a period of six (6) months. At the expiration of such fixed period of time, the sign shall be removed.

Delete Section XIV, R-3 RESIDENCE DISTRICT and substitute in its place, the following:

USE: No building or land shall be used and no building shall hereafter be erected, constructed or structurally altered, unless otherwise provided herein, except for one of the following uses:

- (1) One single-family dwelling, duplex, triplex, fourplex, multiple dwelling, hotel, boarding and/or rooming house.
- (2) Public schools and churches.
- (3) Private schools, nurseries for children, colleges, libraries, telephone exchanges or community buildings, upon the approval of the Board of Adjustment.
- (4) Office of a doctor, dentist, osteopath, chiropractor, architect, engineer, musician, artist-painter, lawyer, insurance agencies, beauty operator or seamstress, when located in the dwelling of the proprietor, provided that no person or persons other than the proprietor-owner shall be permitted to work in the said dwelling, and provided further that no sign or signs indicating the availability of such services shall be permitted on the premises, except as permitted below.
- (5) Hospitals, sanitariums, philanthropic or eleemosynary institutions, nursing homes, rest homes and homes for the aged.
- (6) Telephone exchanges, where no public business office and no repair or storage facilities are maintained.
- (7) Fire, police, emergency or disaster stations.

(8) Nurseries and greenhouses.

(9) Public and private playgrounds.

(10) Public parks.

(11) Golf grounds and polo grounds, provided that no commercial stables are permitted on the premises. No private stables shall be located within sixty (60) feet of any front property line or street, or within two (2) feet from any side property line.

YARDS: No building shall be closer than twenty-five (25) feet from any front property line or any street or highway right-of-way line, whichever is the closer. For every dwelling hereafter erected or structurally altered there shall be provided a rear yard of not less than twenty-five (25) feet in depth and a side yard on each side of the building of not less than five (5) feet in width, including all open terraces and one-story, unenclosed porches, except for the following, to-wit: all hotels, hospitals, sanitariums, multiple dwellings and philanthropic or eleemosynary institutions. These buildings shall have a minimum front yard setback of twenty-five (25) feet, a minimum rear yard setback of twenty-five (25) feet and a minimum side yard setback of fifteen (15) feet, provided, however, when any such building which existed prior to the adoption of this Zoning Resolution has less setback than herein required, the Board of Adjustment may, where such will not violate the intent of this Zoning Resolution, grant exceptions for changes for such named uses.

A detached private garage or accessory building may be erected anywhere on a lot except within the required front yard or required side yard setback areas provided, however, such may be erected within a side yard setback area to within two (2) feet of a side line whenever such building is sixty (60) feet or more from the front property line or nearest street or highway right-of-way line, whichever is the closer; and provided, however, that if such building provides an alley or back vehicular entrance, then said building must be set back not less than five (5) feet from any alley or property line to the rear of said building. A permit shall be required for all private garages and other accessory buildings. It is further provided, however, that such detached, private garage or accessory building must be set back not less than five (5) feet from any dwelling.

The requirements of this paragraph as to front yards shall be subject to the provisions of the applicable section of the El Paso County Highway Setback Maps, and in the event of conflict, the requirements shown on such maps shall control.

LOT AREA, WIDTH AND USE: One permitted use allowed per lot. For every permitted use there shall be provided a minimum lot area of twenty-five hundred (2500) square feet per dwelling. For every multiple dwelling there shall be provided a minimum lot area of not less than twenty-five hundred (2500) square feet each for the first two dwelling units and an additional one thousand (1000) square feet for each additional unit over two (2) in number. The minimum width of such lot area shall be forty-five (45) feet to the building setback line.

Maximum height of principal buildings: 40 feet; 4 stories.

PLATTING: All R-3 Residence District areas must be platted.

**PERMITTED SIGNS:** Any sign permitted in the R, R-1 and R-1 Residence District.

(1) Name plates and Identification signs

(a) There shall not be more than one name plate not exceeding eight (8) square feet in area for each dwelling unit, indicating the name or address of the occupant, tourist accommodation, or a permitted home occupation.

(b) For apartment buildings, office buildings, hotels, and for buildings other than dwellings, a single identification sign not exceeding thirty (30) square feet in area.

(2) "For Sale", "To Rent" Signs

(a) One sign of not more than eight (8) square feet, in area, pertaining to the sale, lease, hire, or rental of the property on which the sign is displayed.

(3) Signs Accessory to Parking Areas

(a) Signs designating entrances or exits to or from parking areas and limited to one sign for each exit or entrance, such signs not to exceed eight (8) square feet in area.

(4) Church Bulletins

(a) There shall not be more than one sign per lot, such signs shall not exceed thirty (30) square feet in area and no dimension shall be in excess of ten (10) feet.

(5) Projection

(a) No sign shall project nearer to, or be located less than ten (10) feet from the front, side or rear lot line, except where affixed to the wall of the building, in which case no portion of such sign shall project more than two (2) inches beyond the property line into the public way.

(6) Height

(a) No sign shall project higher than one story or twenty (20) feet, whichever is lower, except when attached to the building, in which case no portion of any sign shall extend beyond or above the building walls.

(7) Illumination

(a) No sign shall be illuminated unless the source of light is steady and so suitably shielded that no direct rays from it are visible elsewhere than on the lot where illumination occurs.

BUILDER'S DEVELOPMENT SIGNS:

(1) Temporary signs not exceeding one hundred (100) square feet in area and no dimension to exceed twelve (12) feet, promoting the sale of lots and new homes within a subdivision and located therein, providing that not more than one such sign be located at each major approach to the subdivision, such signs shall be set back at least thirty (30) feet from any street or lot line, and shall not be located nearer than fifty (50) feet from any residential use, and provided further that the display of such signs shall be limited to a period of twelve (12) months. At the expiration of such fixed period of time, the applicant may request a further extension of time. If, in the opinion of the County Building Department, an extension of the fixed period of time can be granted with no adverse effect to the surrounding area, extensions not to exceed six (6) months, at any one time, may be granted, otherwise the sign shall be removed.

BUILDER'S "MODEL HOME" SIGNS

(1) One temporary sign, per lot, advertising model homes or a group of new residences being offered for sale. Said signs shall not exceed sixteen (16) square feet in area, and shall not be located less than twenty-five (25) feet from any lot line, provided that the display of such signs shall be limited to a period of six (6) months. At the expiration of such fixed period of time, the sign shall be removed.

Add, after XXI, as follows, to-wit:

SECTION XXI-A

H HIGH RISE ZONE

A. H-High Rise Zone: When included within a R-3, C-2, C-3 or C-4 District, high rise construction permits may be issued subject to the following limitations:

(1) Floor area ratio to control the density of buildings: The following factors assigned to the various zone districts when multiplied by the area of lot indicates the maximum limits of gross floor area permitted.

Zone R-3	Lot area multiplied by 3
Zone C-2	Lot area multiplied by 10*
Zone C-3	Lot area multiplied by 4 *
Zone C-4	Lot area multiplied by 4 *

\*For dwellings or dwelling portions of mixed use buildings, the factor for the R-3 zone shall apply.

(2) Minimum lot area per dwelling unit:

1 Story Building	2000 square feet per unit
2 Story Building	1500 square feet per unit
3 Story Building	1200 square feet per unit
4&5 Story Building	900 square feet per unit
6&7 Story Building	700 square feet per unit
8&9 Story Building	500 square feet per unit
10&up Story Building	475 square feet per unit

(3) Indoor parking area on the lot or premises for vehicles shall be considered as additional lot area for the purpose of computing lot area per dwelling unit. Said parking area shall be excluded from the gross floor area maximum limits as required in Paragraph (2) above.

(4) Area Volume Limitations: Within the H-Zone a building which makes use of the additional height provided by the height exception in this zone will be restricted by the following limitations as to bulk.

No part or any structure (except church spires, church towers, flag poles, antennas, chimneys, flues, vents, cooling towers, elevator and mechanical pent-houses and accessory water tanks) or any other structures not used as floor space or human occupancy, provided said structures are an integral part and architecturally compatible with the building, shall project up through bulk limits which are defined by planes as listed below.

(1) In the R-3 Zone planes with a pitch of 2 vertical to 1 horizontal from lines 20 feet above lot lines and the center lines of streets between lot lines.

(2) In the C-3 and C-4 Zones planes with a pitch of 3 vertical to 1 horizontal from lines 20 feet above lot lines and the center lines of streets between lot lines.

(3) In the C-2 Zone planes with a pitch of 3.75 feet vertical to 1 foot horizontal from street center lines.

(5) Other Provisions and Requirements.

High rise buildings in the R-3 Zone shall be limited to the principal permitted uses of that zone. Approved conditional uses shall not occupy more than 10% of the floor area of a high rise building.

Amend SECTION XXVI, EXCEPTIONS, by deleting (3), (e) and adding in its place:

(e) "The depth of a front yard on a corner lot abutting on the sidestreet may be reduced to fifteen (15) feet if there are no lots platted to face said side street. Said front yard on above mentioned side street may be reduced to fifteen (15) feet if buildings have been constructed upon said lots facing the sidestreet and the front yard, as reduced, conforms with the existing alignment of buildings upon the lots facing the sidestreet as in this section provided."

DATED at Colorado Springs, Colorado, July 22, 1965.

THE BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

By /s/ Keith D. McBurney  
Chairman

Date of Publication:  
July 29, 1965

Item I was discussed. Messrs. Reynolds and Skelly, petitioners, appeared in support of the requested change of zone. No one appeared to oppose the petition. After due discussion and consideration Commissioner Fay moved the adoption of the following resolution:

WHEREAS, the Planning Commission of El Paso County has duly considered a copy, part or amendment to: The Future Generalized Master Plan, 1980; The Existing Generalized Landuse Plan, 1961, as amended; The Detailed Landuse Inventory and Zoning Maps, 1962, as amended; and the Building Inspector's Zoning Maps, Zoning Plan and descriptive matter and has certified the same to this Board, having recommended approval;

NOW, THEREFORE, BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by Earl F. Reynolds and Thorman J. Skelly, designated as being in an A-2 Farming District shall hereafter be designated as in a C-4 Neighborhood Business District, to-wit:

A tract of land situate in the Northwest Quarter of the Northwest Quarter of Section 33, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Commencing at the Section corner common to Sections 28, 29, 32 and 33; thence Southerly on the West line of said Section 33, a distance of 850.6 feet to the Southwest corner of a tract of land deeded to the City of Colorado Springs, Colorado, by warranty deed recorded in Book 1182 at Page 7 of the records of El Paso County, Colorado, thence angle left 88°09'42" Easterly along the South line of said tract, a distance of 72.3 feet; thence angle left 90°00'00" Northerly along the Southerly boundary of said tract, a distance of 5.0 feet to the point of tangent of a curve to the left, the center point of said curve being a point on the Northerly extension of the last mentioned course, a distance of 1119.93 feet; thence Easterly along said curve, also being the South boundary of said City of Colorado Springs tract, a distance of 46.17 feet through a central angle of 2°21'44" to the point of beginning of the tract to be described; thence continue Northeasterly along said curve, a distance of 198.79 feet through a central angle of 10°10'13" to a point which is 242.18 feet more or less Northwesterly as measured at right angles to the Northwesterly right of way line of the County Road known as Templeton Gap Road; thence angle right 54°07'14" Southeasterly, a distance of 242.18 feet more or less to the Northwesterly right of way of said County Road; thence angle right 90°00'00" Southwesterly on the Northwesterly right of way line of said Templeton Gap Road, a distance of 150.00 feet; thence angle right Northwesterly, a distance of 372.4 feet more or less to the point of beginning.

Also:

A tract of land situate in the Northwest Quarter of the Northwest Quarter of Section 33, Township 13 South, Range 66 West of the 6th P.M., El Paso County, Colorado, described as follows: Commencing at the Section corner common to Sections 28, 29, 32 and 33; thence Southerly on the West line of said Section 33, a distance of 850.6 feet to the Southwest corner of a tract of land deeded to the City of Colorado Springs, Colorado, by Warranty Deed recorded in Book 1182 at Page 7 of the records of El Paso County, Colorado; and the point of beginning of the tract to be described hereby; thence angle left 88°09'42" Easterly along the South line of said tract, a distance of

72.3 feet; thence angle left 90°00'00" Northerly along the Southerly boundary of said tract, a distance of 5.0 feet to the point of tangent of a curve to the left, the center point of said curve being a point on the Northerly extension of the last mentioned course, a distance of 1119.3 feet; thence Easterly along said curve also being the South boundary of said City of Colorado Springs tract, a distance of 46.17 feet; through a central angle of 2°21'44"; thence angle right 43°12'19" Southeasterly from the Easterly extension of the chord to said curve, a distance of 372.40 feet to the Northwesterly right of way line of the County Road known as Templeton Gap Road; thence angle right 90°00' Southwesterly on said Northwesterly right of way line, a distance of 103.70 feet; thence angle right 90°00' Northwesterly, a distance of 437.18 feet to intersect the West line of said Section 33; thence angle right 46°08'15" Northerly on said West line, a distance of 27.74 feet to the point of beginning.

Commissioner Bickley seconded the motion and the Chairman called for a vote. On being put to vote the motion was unanimously carried and the resolution adopted.

Item II was then discussed and the petitioner, Art Watkins, appeared for the requested change of zone. Mr. Isham, Planning Director, explained that there had been no object to the request at the Planning Commission meeting. After due discussion and consideration Commissioner Bickley moved the adoption of the following resolution:

WHEREAS, the Planning Commission of El Paso County has duly considered a copy, part or amendment to: The Future Generalized Master Plan, 1980; The Existing Generalized Landuse Plan, 1961, as amended; The Detailed Landuse Inventory and Zoning Maps, 1962, as amended; and the Building Inspector's Zoning Maps, Zoning Plan and descriptive matter and has certified the same to this Board, having recommended approval;

NOW, THEREFORE, BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by Art Watkins, designated as being in an R-2 Residence District shall hereafter be designated as in a C-2 Suburban Service District, to-wit:

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block C in the Townsite of Papeton.

Commissioner Fay seconded the motion and the Chairman called for a vote. On being put to vote the motion was unanimously carried and the resolution adopted.

Item III was next discussed. Mr. Bob Hanson of the Woodmoor Corporation appeared on behalf of the petitioner, Mr. William E. Higby. There was no one in the audience to oppose the requested change of zone and Mr. Isham explained that the request had been unanimously approved and recommended by the El Paso County Planning Commission. After due discussion and consideration Commissioner Bickley moved the adoption of the following resolution:

WHEREAS, the Planning Commission of El Paso County has duly considered a copy, part or amendment to: The Future Generalized Master Plan, 1980; The Existing Generalized Landuse Plan, 1961, as amended; The Detailed Landuse Inventory and Zoning Maps, 1962, as amended; and the Building Inspector's Zoning Maps, Zoning Plan and descriptive matter and has certified the same to this Board, having recommended approval;

NOW, THEREFORE, BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by William E. Higby, designated as being in an A-5 Rural District shall hereafter be designated as in a C-2 Suburban Service District, to-wit:

That portion of Section 14, Township 11 South, Range 67 West of the 6th P.M., described as follows: Beginning at the intersection of the centerline of Section 14 with the northerly line of State Highway 50; thence northerly on the last mentioned centerline, 780.0 feet; thence angle left 63°00' northwesterly, 1500 feet more or less to intersect the easterly right of way line of Interstate Highway 25; thence southerly on the easterly line of said Interstate 25 to intersect the aforementioned northerly right of way line of State Highway 50; thence easterly along the last mentioned northerly line to the point of beginning, containing 24.0 acres more or less.

Commissioner Fay seconded the motion and the Chairman called for a vote. On being put to vote the motion was unanimously carried and the resolution adopted.

Item IV was then brought before the Board. Mrs. Edwin Kelly appeared on behalf of the petition. No one in the audience appeared to protest the request. After due discussion and consideration Commissioner Fay moved the adoption of the following resolution:

WHEREAS, the Planning Commission of El Paso County has duly considered a copy, part or amendment to: The Future Generalized Master Plan, 1980; The Existing Generalized Landuse Plan, 1961, as amended; The Detailed Landuse Inventory and Zoning Maps, 1962, as amended; and the Building Inspector's Zoning Maps, Zoning Plan and descriptive matter and has certified the same to this Board, having recommended approval;

NOW, THEREFORE, BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by Edwin Kelly designated as being in an R-2 Residence District shall hereafter be designated as in a C-2 Suburban Service District, to-wit:

Lots 19, 20, 21 and 22 in Block L in J. R. Marks Resubdivision of Blocks "L" and "N" Easthills.

Commissioner Bickley seconded the motion and the Chairman called for a vote. On being put to vote the motion was unanimously carried and the resolution adopted.

Item V was then discussed. Mr. Collier, petitioner, appeared on behalf of his petition. No one appeared to oppose the requested change of zone. After due discussion and consideration Commissioner Bickley moved the adoption of the following resolution:

WHEREAS, the Planning Commission of El Paso County has duly considered a copy, part or amendment to: The Future Generalized Master Plan, 1980; The Existing Generalized Landuse Plan, 1961, as amended; The Detailed Landuse Inventory and Zoning Maps, 1962, as amended; and the Building Inspector's Zoning Maps, Zoning Plan and descriptive matter and has certified the same to this Board, having recommended approval;

NOW, THEREFORE, BE IT RESOLVED: That the following area in El Paso County, Colorado, petitioned for a change by T. M. Collier, Jr., designated as being in an R-2 Residence District shall hereafter be designated as in a C-4 Neighborhood Business District, to-wit:

That portion of Lot 8 in Block A in East Hills, described as follows: Beginning at a point on the Easterly line of said Lot 8 that is 120 feet Southerly thereon from the Northeast corner of said Lot 8; thence Southerly on the said Easterly line a distance of 97.3 feet to a point; thence Westerly parallel with the Northerly line of said Lot 8; a distance of 200 feet to a point; thence Northerly parallel with the Easterly line of said Lot 8 a distance of 97.3 feet to a point; thence Easterly parallel with the Northerly line of said Lot 8 a distance of 200 feet to the point of beginning, except the East 20 feet thereof which was conveyed to El Paso County, by Quit Claim deed recorded in

Book 1704 at Page 386 of the records of El Paso County, Colorado,  
Under Reception No. 85963.

Commissioner Fay seconded the motion and the Chairman called for a vote. On being put to vote the motion was unanimously carried and the resolution adopted.

Item VI was then brought before the Board.\*\*\*\*\* After everyone present, both for and against the petition, had spoken the Chairman called for a vote. Commissioner Fay moved that the Board take Item VI under advisement. Commissioner Bickley seconded the motion and on being put to vote the motion was unanimously carried.

It was thereupon moved by Commissioner Bickley that the Board adjourn to continue this Hearing at 10:15 a.m. on September 9, 1965, in the Office of the County Commissioners, El Paso County Office Building, Colorado Springs, Colorado. Commissioner Fay seconded the motion and being put to vote was unanimously carried.

The Board of County Commissioners of El Paso County, Colorado, reconvened at 10:15 a.m. September 9, 1965, to continue the public hearing held on September 2, 1965.

The Chairman brought up Item VI which has been thoroughly discussed at the public hearing on September 2, 1965, and had then been taken under advisement by the Board. After further discussion of Item VI, Commissioner Bickley moved the adoption of the following resolution, to-wit:

WHEREAS, the Planning Commission of El Paso County has duly considered a copy, part or amendment to: The Future Generalized Master Plan, 1980; The Existing Generalized Landuse Plan, 1961, as amended; The Detailed Landuse Inventory and Zoning Maps, 1962, as amended; and the Building Inspector's Zoning Maps, Zoning Plan and descriptive matter and has certified the same to this Board, having recommended approval;

NOW, THEREFORE BE IT RESOLVED: That the following area in El Paso County Colorado, petitioned for a change by the El Paso County Planning Commission presently in an unzonned area shall hereafter be designated as in an A-4 Agricultural District, to-wit:

All of Townships 11 and 12 South, Range 65 West of the Sixth Principal Meridian; and

All of Township 13 South, Range 65 West of the Sixth Principal Meridian, except the West one half of Sections 18, 19, 30 and 31; and Sections 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36 and the East one half of Section 6, Township 14 South, Range 65 West of the Sixth Principal Meridian; and

The East one half of Township 15 South, Range 65 West of the Sixth Principal Meridian; and

The East one half and the southwest quarter of Township 16 South, Range 65 West of the Sixth Principal Meridian; and

All of Township 17 South, Range 65 West of the Sixth Principal Meridian; and

The South one half of Township 16 South, and all of Township 17 South, Range 65 West of the Sixth Principal Meridian; and

The South one half of Township 16 South and all of Township 17 South, Range 67 West of the Sixth Principal Meridian; and

Sections 4, 5, 6, 7, 8, 9, 16, 17 and 18, Township 13 South,  
Range 64 West of the Sixth Principal Meridian.

Commissioner Fay seconded the motion. Commissioner McBurney called for  
a vote and on being put to vote the motion was unanimously carried and the  
resolution adopted.

Item VII, being amendments to the Zoning Resolution of the Board of  
County Commissioners of El Paso County, Colorado, was then brought before  
the Board for consideration. After due discussion and consideration of this  
Item VII, Commissioner Fay moved the adoption of the following resolution,  
to-wit:

WHEREAS, the Planning Commission of El Paso County has duly considered  
a copy, part or amendment to: The El Paso County Zoning Resolution  
and has certified the same to this Board having recommended approval;

NOW, THEREFORE, BE IT RESOLVED: That the Zoning Resolution of the  
Board of County Commissioners of the County of El Paso and State of  
Colorado be amended as has been set out in Item VII of this Public  
Hearing and as the same has been advertised and certified to this  
Commission.

Commissioner Bickley seconded the motion. Commissioner McBurney called  
for a vote and on being put to vote the motion was unanimously carried and  
the resolution adopted.

There being no further business, the meeting was adjourned.

APPROVED:

/s/ Keith D. McBurney  
CHAIRMAN

STATE OF COLORADO )  
                          ) ss  
COUNTY OF EL PASO )

I, Harriet Beals, County Clerk and Ex-officio Clerk to the Board of  
County Commissioners in and for the County of El Paso, State of Colorado,  
do hereby certify that the above and foregoing minutes are truly copied from  
the records of the proceedings of the Board of County Commissioners under date  
of September 2, 1965 and September 9, 1965, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of  
said County at Colorado Springs, Colorado, this 21st day of September, A.D.  
1965.



Harriet Beals  
County Clerk

by [Signature]  
Chief Deputy County Clerk

4 | 6 | 83

#15

00963604

1983 APR -6 PM 1:48

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder BOOK 3700 PAGE 951

DISTRICT COURT  
COUNTY OF EL PASO  
STATE OF COLORADO

Civil Action No.  
80CV2508

ORDER OF  
INCLUSION

IN THE MATTER OF THE FALCON FIRE PROTECTION DISTRICT

THIS MATTER coming before the Court upon the filing in the above-entitled matter of an Order of the Board of Directors of the Falcon Fire Protection District finally adopting a Resolution Initiating Inclusion by Election of certain additional real property into the District, and it appearing to the Court that said Resolution was initially adopted in the manner and form prescribed by statute; and it further appearing that said Board of Directors on the 8th day of January, 1983 at the hour of 7:30 p.m. at the District office at 7030 North Meridian Road, Peyton, Colorado, after duly publishing notice of the adoption of said Resolution and of the date, place and time of a public meeting thereon in the Colorado Springs Sun, a newspaper of general circulation within the District, for a period of three consecutive weeks, finally adopted said Resolution as to all the real property therein described and on said date made and entered an Order to that effect, which Order has been filed with the Clerk of this Court; and it further appearing to the Court that the question of inclusion of said property was presented to the qualified electors of the area to be included at a public election held on the 15th day of March, 1983, after duly publishing notice of the date, place and time of, and the question to be submitted at, said election in the Colorado Springs Sun, a newspaper of general circulation in the District and the area to be included, in accordance with all statutory requirements, and said election was conducted in accordance with the provisions of Part 8, Article 1, Title 32, C.R.S. 1973, as amended; and it further appearing that 9 votes were cast in favor of inclusion and 0 votes were cast against inclusion, as set forth in the Judges' Certificate of Election Returns and the Board of Directors' Certificate of Election Returns, which have been filed with the Clerk of this Court.

IT IS THEREFORE ORDERED that the following described real property be included into the Falcon Fire Protection District:

All of Sections 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33 and that portion of Sections 15, 22, 27 and 34 lying west of the centerline of existing Elbert Road,

4 6 83

BOOK 3700 PAGE 952

Township 11 South, Range 64 West of the 6th P.M.; all of Sections 13, 14, 23, 24, 25, 26 and 36, Township 11 South, Range 65 West of the 6th P.M., all in El Paso County, Colorado, more particularly described as follows: Beginning at the northwest corner of said Section 14, Township 11 South, Range 65 West; thence southerly along the west line of said Sections 14, 23 and 26, Township 11 South, Range 65 West, 3 miles to the southwest corner of said Section 26; thence easterly along the south line of said Section 26, 1 mile to the northwest corner of said Section 36, Township 11 South, Range 65 West; thence southerly along the west line of said Section 36, 1 mile to the southwest corner of said Section 36; thence easterly along the south line of said Section 36, Township 11 South, Range 65 West and the south line of said Sections 31, 32, 33 and 34, Township 11 South, Range 64 West, 4 7/8 miles more or less, to the centerline of existing Elbert Road; thence northerly along said centerline, 3 5/8 miles more or less, to a point on the east line of said Section 16, Township 11 South, Range 64 West; thence northerly along said east line of Section 16, 3/4 mile, more or less, to the northeast corner of said Section 16; thence westerly along the north line of said Sections 16, 17 and 18, Township 11 South, Range 64 West and the north line of Sections 13 and 14, Township 11 South, Range 65 West, 5 miles to the point of beginning. Containing 19.9 square miles more or less.

Situate in El Paso County, Colorado.

DATED this 28<sup>th</sup> day of March, 1983.

Judge

Judge

State of Colorado  
 U.S. District Court  
 District of Colorado  
 copy of the original in my custody

MAR 29 1983

E. MARIE GARNER

Clerk of the District Court

*[Signature]*

# 16

00975710

1989 MAY -9 PM 12:03 BOOK 3718 PAGE 812

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

18.00

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.	
11140 East Woodmen Road	1655 - 5th Street
Peyton, Colorado 80908	P. O. Drawer "M"
Telephone: 495-2283	Limon, Colorado 80828
	Telephone: 775-2861

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

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

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

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

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

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

Including the following subdivisions:

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

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

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

And including the following Towns:

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

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

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

AT LIMON, COLORADO

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

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

AT COLORADO SPRINGS, COLORADO

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

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

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

AT LIMON, COLORADO

NAME: Rodney K. Broome  
JOB TITLE: Chief Engineer  
ADDRESS: 783 1/2 "D" Avenue  
Limon, Colorado 80829  
TELEPHONE NO.: 775-2770

NAME: Loren Gleichrist  
JOB TITLE: Engineer  
ADDRESS: 220 "D" Avenue  
Limon, Colorado 80829  
TELEPHONE NO.: 775-2326

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

AT COLORADO SPRINGS, COLORADO

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

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

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

DATED: May 5, 1983.

MOUNTAIN VIEW ELECTRIC  
ASSOCIATION, INC.

BY:   
John A. Rohr, General Manager

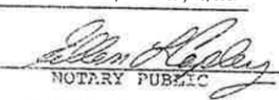
STATE OF COLORADO }  
COUNTY OF LINCOLN } SS.

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

WITNESS my hand and official seal.

My Commission Expires: My Commission Expires February 16, 1987



  
NOTARY PUBLIC  
1655 1/2nd Street  
Limon, Colorado 80820  
Notary's Street Address

#18



J. Patrick Kelly El Paso Cnty 03/17/1998 11:18  
#098033441 Doc \$ .00 Rec \$5.00 Pg 1/ 1

### GRANT OF RIGHT OF WAY

George E. and Evelyn M. McCune

of the County of El Paso State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Box 1800, 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 as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood poles towers, poles, wires, guy, struts and other structures over, upon, under, and along a strip of land.

Twenty feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

Twenty feet lying north of, parallel and adjacent to the fence marking the north Right of Way line for Hodgen Road. Permission is also granted for ten feet either side of guy wires that may extend beyond the above described twenty feet.

pt SW4 19 11 64  
in pt S 2 1/2 S 2 1/2 Section 24 Township 11 South Range 65 West

together with the right of ingress and egress and the right to trim or cut down any tree and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

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 strip unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

The Grantor agrees that all poles, 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 heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, 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 pay any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, 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, and the masculine wherever used shall include the feminine.

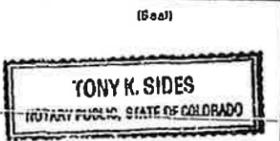
DATED: March 10, 1998

George E. McCune  
Evelyn M. McCune

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The within instrument was acknowledged before me this tenth day of March, 1998  
by George E. McCune & Evelyn M. McCune  
(Print the name(s) signed above)

WITNESS my hand and official seal



Account No. 98 388 TS  
Work Order No.

Tony K. Sides  
Notary Public  
1140 E. Woodman Rd.  
Notary's Home or Business Address  
Falco, CO 80751  
My Commission Expires Dec. 12, 1998

#20

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO  
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE KIOWA-BIJOU DESIGNATED  
GROUND WATER BASIN

APPLICANT: GEORGE F. MCCUNE AND EVELYN MCCUNE

AQUIFER: DAWSON

DETERMINATION NO.: 1692-BD

ROBERT C. "BOB" BALINK El Paso County, CO  
07/10/2008 03:13:17 PM  
Doc \$0.00 Page  
Rec \$36.00 1 of 7  
208078575

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, George F. McCune and Evelyn McCune (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Dawson Aquifer.

**FINDINGS**

1. The application was received complete by the Colorado Ground Water Commission on April 17, 2008.
2. The applicant requests a determination of rights to designated ground water in the Dawson Aquifer (hereinafter "aquifer") underlying 900.52 acres, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated April 17, 2008, the applicant owns the 900.52 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The applicant's proposed place of use of the allocated ground water is the above described 900.52 acre land area.
6. The quantity of water in the aquifer underlying the 900.52 acres of land claimed by the applicant is 81900 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

RECORDER NOTE: Legibility of  
writing, typing or printing  
UNSATISFACTORY in portions  
of this document when received

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 20 percent.
  - b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 455 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
  8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum allowed average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 900.52 acres of overlying land claimed by the applicant is 819 acre-feet.
  9. A review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
  10. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
  11. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
  12. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the land claimed by the applicant will, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is considered to be not-nontributary ground water. Withdrawal of water from the aquifer underlying the claimed land area would impact the alluvial aquifer of Kiowa Creek or its tributaries, which has been determined to be over-appropriated. Commission approval of a replacement plan - pursuant to Section 37-90-107.5, C.R.S., and Rule 5.6 of the Designated Basin Rules - providing for the actual depletion of the alluvial aquifer and adequate to prevent any material injury to existing water rights, would be required prior to approval of well permits for wells to be located on this land area to withdraw the allocated ground water from the aquifer.
  13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.

14. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
15. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on May 8 and May 15, 2008.
16. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
17. In order to prevent unreasonable impairment to the existing water rights of others within the Kiowa-Bijou Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

#### ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Dawson Aquifer underlying 900.52 acres of land, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, is approved subject to the following conditions:

18. The allowed average annual amount of withdrawal of ground water from the aquifer shall not exceed 819 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
19. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
20. The applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
21. Commission approval of a replacement plan, providing for actual depletion of affected alluvial aquifers and adequate to prevent any material injury to existing water rights in such alluvial aquifers is required prior to approval of well permits for wells to be located on the overlying land area to withdraw ground water from the aquifer.

22. The use of ground water from this allocation shall be limited to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The place of use shall be limited to the above described 900.52 acre land area.
23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 900.52 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the allocated annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
  - a. The wells shall be located on the above described 900.52 acre overlying land area.
  - b. The wells must be constructed to withdraw water from only the Dawson Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
  - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
  - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
  - e. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission upon their request.
  - f. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county in which the claimed overlying land is located so that a title examination of the above described 900.52 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Applicant: George F. McCune and Evelyn McCune  
Aquifer: Dawson  
Determination No.: 1692-BD

Page 5

Dated this 25<sup>th</sup> day of June, 2008.

*Dick Wolfe*

\_\_\_\_\_  
Dick Wolfe, P.E.  
Executive Director  
Colorado Ground Water Commission

By: *Keith Vander Horst*

\_\_\_\_\_  
Keith Vander Horst, P.E.  
Water Resource Engineer

Prepared by: JPM

92GWS 1  
03/2005

EXHIBIT A

1692-BD

Page 1 of 2

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES  
1313 Sherman St. Room 821  
Denver, CO 80203  
(303) 866-3581 Fax (303) 866-3589

RECEIVED

APR 17 2008

WATER RESOURCES  
STATE ENGINEER  
COLO.

**NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT**

I (We) George F. McCune and Evelyn McCune  
(Name(s))

claim and say that I (we) am (are) the owner(s) of the following described property consisting of  
900.52 acres in the County of El Paso  
State of Colorado:

(Insert the property legal description)

**SW/4SW/4 Section 18 and W/2 of the W/2 Section 19, T11S, R64W, and S/2SE/4 Section 13  
and All of Section 24, T11S R65W, 6<sup>th</sup> PM, El Paso County, 900.52 acres**

**See attached Quitclaim Deed dated November 29, 1976, and map.**

and, that the ground water sought to be withdrawn from the Dawson  
aquifer underlying the above-described land has not been conveyed or reserved to another, nor has  
consent been given to its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents  
hereof; and that the same are true to my (our) knowledge.

Signature George F. McCune Date \_\_\_\_\_  
Signature Evelyn M. McCune Date \_\_\_\_\_

.....  
**INSTRUCTIONS:**

Please type or print neatly in black or blue ink. This form may be reproduced by photocopy or word  
processing means. See additional information on the reverse side.

RECEIVED AT 9<sup>th</sup> DISTRICT NOV 29 1976

NOV 29 1976

RECEIVED

APR 17 2008

WATER RESOURCES STATE ENGINEER COLO.

QUITCLAIM DEED

RAY C. McCUNE and GRETA C. McCUNE, as husband and wife, of the County of El Paso and State of Colorado, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, hereby sell and quit claim to GEORGE F. McCUNE and EVELYN M. McCUNE, husband and wife, in joint tenancy, of the County of Elbert and State of Colorado, a one-half interest in and to all minerals underlying the following described property, including oil and gas, said property lying and being in the County of El Paso and State of Colorado, to wit:

The Southwest quarter of the Southwest quarter of Section Eighteen, Township Eleven, Range Sixty-four; the West half of the West half of Section Nineteen, Township Eleven, Range Sixty-four; the South half of the Southeast Quarter of Section Thirteen, Township Eleven, Range Sixty-five; All of Section Twenty-four, Township Eleven, Range Sixty-five; containing in all Nine hundred and fifty-two hundredths (900.52) acres, more or less, according to Government Survey,

with all its appurtenances.

No Consideration

DATED and signed this 22 day of Nov., 1976.

STATE DOCUMENTS NOV 29 1976 FEE \$ None

Ray C. McCune

Greta C. McCune

STATE OF COLORADO ) COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 22 day of Nov., 1976, by Ray C. McCune and Greta C. McCune.

Stephanie J. J... Notary Public

My commission expires 6/20/78

SEAL



#21

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO  
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE KIOWA-BIJOU DESIGNATED  
GROUND WATER BASIN

APPLICANT: GEORGE F. MCCUNE AND EVELYN MCCUNE

AQUIFER: DENVER

DETERMINATION NO.: 1691-BD

ROBERT C. "BOB" BALINK El Paso County, CO

07/10/2008 03:13:17 PM

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Rec \$36.00 1 of 7



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In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, George F. McCune and Evelyn McCune (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Denver Aquifer.

**FINDINGS**

1. The application was received complete by the Colorado Ground Water Commission on April 17, 2008.
2. The applicant requests a determination of rights to designated ground water in the Denver Aquifer (hereinafter "aquifer") underlying 900.52 acres, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated April 17, 2008, the applicant owns the 900.52 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The applicant's proposed place of use of the allocated ground water is the above described 900.52 acre land area.
6. The quantity of water in the aquifer underlying the 900.52 acres of land claimed by the applicant is 52800 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

RECORDER NOTE: Legibility of  
writing, typing or printing  
UNSATISFACTORY in portions  
of this document when received

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 17 percent.
- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 345 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum allowed average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 900.52 acres of overlying land claimed by the applicant is 528 acre-feet.
9. A review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
10. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
11. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
12. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
14. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.

15. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on May 8 and May 15, 2008.
16. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
17. In order to prevent unreasonable impairment to the existing water rights of others within the Kiowa-Bijou Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

#### ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Denver Aquifer underlying 900.52 acres of land, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, is approved subject to the following conditions:

18. The allowed average annual amount of withdrawal of ground water from the aquifer shall not exceed 528 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
19. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
20. The applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The place of use shall be limited to the above described 900.52 acre land area.

23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 900.52 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the allocated annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
  - a. The wells shall be located on the above described 900.52 acre overlying land area.
  - b. The wells must be constructed to withdraw water from only the Denver Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
  - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
  - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
  - e. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission upon their request.
  - f. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county in which the claimed overlying land is located so that a title examination of the above described 900.52 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Applicant: George F. McCune and Evelyn McCune  
Aquifer: Denver  
Determination No.: 1691-BD

Page 5

Dated this 25<sup>th</sup> day of June, 2008.



\_\_\_\_\_  
Dick Wolfe, P.E.  
Executive Director  
Colorado Ground Water Commission

By: 

\_\_\_\_\_  
Keith Vander Horst, P.E.  
Water Resource Engineer

Prepared by: JPM

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03/2005

EXHIBIT A

1691-BD

Page 1 of 2

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES  
1313 Sherman St. Room 821  
Denver, CO 80203  
(303) 866-3581 Fax (303) 866-3589

RECEIVED

APR 17 2008

WATER RESOURCES  
STATE ENGINEER  
COLO.

**NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT**

I (We) George F. McCune and Evelyn McCune

(Name(s))

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 900.52 acres in the County of EI Paso State of Colorado:

(Insert the property legal description)

**SW/4SW/4 Section 18 and W/2 of the W/2 Section 19, T11S, R64W, and S/2SE/4 Section 13 and All of Section 24, T11S R65W, 6<sup>th</sup> PM, EI Paso County, 900.52 acres**

**See attached Quitclaim Deed dated November 29, 1976, and map.**

and, that the ground water sought to be withdrawn from the Denver aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) knowledge.

Signature

George F. McCune  
Date

Signature

Evelyn M. McCune  
Date

.....  
**INSTRUCTIONS:**

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RECEIVED AT 9:20 AM NOV 29 1976  
RECEIVED NO. 20137 MARKET PLACE

BOOK 2577 PAGE 197

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APR 17 2008

WATER RESOURCES  
STATE ENGINEER  
COLO.

QUITCLAIM DEED

SALES

RAY C. McCUNE and GRETA C. McCUNE, as husband and wife, of the County of El Paso and State of Colorado, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, hereby sell and quit claim to GEORGE F. McCUNE and EVELYN M. McCUNE, husband and wife, in joint tenancy, of the County of Elbert and State of Colorado, a one-half interest in and to all minerals underlying the following described property, including oil and gas, said property lying and being in the County of El Paso and State of Colorado, to wit:

The Southwest quarter of the Southwest quarter of Section Eighteen, Township Eleven, Range Sixty-four; the West half of the West half of Section Nineteen, Township Eleven, Range Sixty-four; the South half of the Southeast Quarter of Section Thirteen, Township Eleven, Range Sixty-five; All of Section Twenty-four, Township Eleven, Range Sixty-five, containing in all Nine hundred and fifty-two hundredths (900.52) acres, more or less, according to Government Survey.

with all its appurtenances.

No Consideration

DATED and signed this 22 day of Nov., 1976.

STATE DOCUMENTARY  
NOV 29 1976  
FEE \$ None

Ray C. McCune  
Ray C. McCune

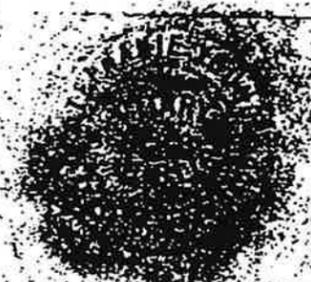
GRETA C. McCune  
Greta C. McCune

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me this 22 day of Nov., 1976, by Ray C. McCune and Greta C. McCune.

Stephanie J. J...  
Notary Public

My commission expires 6/20/78



# 22

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO  
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE KIOWA-BIJOU DESIGNATED  
GROUND WATER BASIN

APPLICANT: GEORGE F. MCCUNE AND EVELYN MCCUNE

AQUIFER: ARAPAHOE

DETERMINATION NO.: 1690-BD

ROBERT C. "BOB" BALINK El Paso County, CO  
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Rec \$36.00 1 of 7  
208078577

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, George F. McCune and Evelyn McCune (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Arapahoe Aquifer.

**FINDINGS**

1. The application was received complete by the Colorado Ground Water Commission on April 17, 2008.
2. The applicant requests a determination of rights to designated ground water in the Arapahoe Aquifer (hereinafter "aquifer") underlying 900.52 acres, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated April 17, 2008, the applicant owns the 900.52 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The applicant's proposed place of use of the allocated ground water is the above described 900.52 acre land area.
6. The quantity of water in the aquifer underlying the 900.52 acres of land claimed by the applicant is 39800 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

RECORDED NOTICE: If this document is not recorded, the recording office will not be responsible for the accuracy of the information contained herein. If you are the applicant, you should verify the accuracy of the information contained herein. If you are not the applicant, you should verify the accuracy of the information contained herein. UNSATISFACTORY in portions of this document when received

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 17 percent.
  - b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 260 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
  8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum allowed average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 900.52 acres of overlying land claimed by the applicant is 398 acre-feet.
  9. A review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
  10. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
  11. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
  12. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
  13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
  14. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.

15. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on May 8 and May 15, 2008.
16. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
17. In order to prevent unreasonable impairment to the existing water rights of others within the Kiowa-Bijou Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

#### ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Arapahoe Aquifer underlying 900.52 acres of land, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, is approved subject to the following conditions:

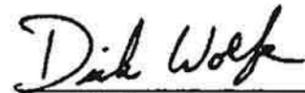
18. The allowed average annual amount of withdrawal of ground water from the aquifer shall not exceed 398 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
19. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
20. The applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The place of use shall be limited to the above described 900.52 acre land area.

23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 900.52 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the allocated annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
  - a. The wells shall be located on the above described 900.52 acre overlying land area.
  - b. The wells must be constructed to withdraw water from only the Arapahoe Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
  - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
  - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
  - e. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission upon their request.
  - f. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county in which the claimed overlying land is located so that a title examination of the above described 900.52 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

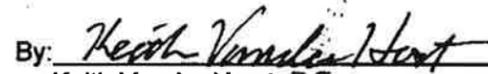
Applicant: George F. McCune and Evelyn McCune  
Aquifer: Arapahoe  
Determination No.: 1690-BD

Page 5

Dated this 25<sup>th</sup> day of June, 2008.



\_\_\_\_\_  
Dick Wolfe, P.E.  
Executive Director  
Colorado Ground Water Commission

By: 

\_\_\_\_\_  
Keith Vander Horst, P.E.  
Water Resource Engineer

Prepared by: JPM

92GWS 1  
03/2005

EXHIBIT A

1690-BD

Page 1 of 2

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES  
1313 Sherman St. Room 821  
Denver, CO 80203  
(303) 866-3581 Fax (303) 866-3589

RECEIVED

APR 17 2008

WATER RESOURCES  
STATE ENGINEER  
COLO.

**NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT**

I (We) George F. McCune and Evelyn McCune

(Name(s))

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 900.52 acres in the County of El Paso State of Colorado:

(Insert the property legal description)

**SW/4SW/4 Section 18 and W/2 of the W/2 Section 19, T11S, R64W, and S/2SE/4 Section 13 and All of Section 24, T11S R65W, 6<sup>th</sup> PM, El Paso County, 900.52 acres**

**See attached Quitclaim Deed dated November 29, 1976, and map.**

and, that the ground water sought to be withdrawn from the Arapahoe aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) knowledge.

Signature

George F. McCune \_\_\_\_\_  
Date

Signature

Evelyn M. McCune \_\_\_\_\_  
Date

.....  
**INSTRUCTIONS:**

Please type or print neatly in black or blue ink. This form may be reproduced by photocopy or word processing means. See additional information on the reverse side.

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RECEIVED TO 250197 HARBET BEALE

DATE 2077 197

RECEIVED  
APR 17 2008

WATER RESOURCES  
STATE ENGINEER  
COLO.

QUITCLAIM DEED

RAY C. McCUNE and GRETA C. McCUNE, as husband and wife, of the County of El Paso and State of Colorado, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, hereby sell and quit claim to GEORGE F. McCUNE and EVELYN M. McCUNE, husband and wife, in joint tenancy, of the County of Elbert and State of Colorado, a one-half interest in and to all minerals underlying the following described property, including oil and gas, said property lying and being in the County of El Paso and State of Colorado, to wit:

The Southwest quarter of the Southwest quarter of Section Eighteen, Township Eleven, Range Sixty-four; the West half of the West half of Section Nineteen, Township Eleven, Range Sixty-four; the South half of the Southeast Quarter of Section Thirteen, Township Eleven, Range Sixty-five; All of Section Twenty-four, Township Eleven, Range Sixty-five, containing in all Nine hundred and fifty-two hundredths (900.52) acres, more or less, according to Government Survey,

with all its appurtenances.

No  
Consideration

DATED and signed this 22 day of Nov., 1976.

STATE DOCUMENTARY  
NOV 29 1976  
FEE \$ None

Ray C. McCune  
Ray C. McCune

Greta C. McCune  
Greta C. McCune

STATE OF COLORADO )  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 22 day of Nov., 1976, by Ray C. McCune and Greta C. McCune.

Stephanie J. J...  
Notary Public

My commission expires: 6/20/78

SALES



#23

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO  
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE KIOWA-BIJOU DESIGNATED  
GROUND WATER BASIN

APPLICANT: GEORGE F. MCCUNE AND EVELYN MCCUNE

AQUIFER: LARAMIE-FOX HILLS

DETERMINATION NO.: 1689-BD

ROBERT C. "BOB" BALINK El Paso County, CO

07/10/2008 03:13:17 PM

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Rec \$36.00 1 of 7



208078578

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, George F. McCune and Evelyn McCune (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Laramie-Fox Hills Aquifer.

**FINDINGS**

1. The application was received complete by the Colorado Ground Water Commission on April 17, 2008.
2. The applicant requests a determination of rights to designated ground water in the Laramie-Fox Hills Aquifer (hereinafter "aquifer") underlying 900.52 acres, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, in El Paso County. According to a signed statement dated April 17, 2008, the applicant owns the 900.52 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The applicant's proposed place of use of the allocated ground water is the above described 900.52 acre land area.
6. The quantity of water in the aquifer underlying the 900.52 acres of land claimed by the applicant is 26300 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:

RECORDER NOTE: Legibility of  
writing, typing or printing  
UNSATISFACTORY in portions  
of this document when received

- a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 15 percent.
- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 195 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum allowed average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 900.52 acres of overlying land claimed by the applicant is 263 acre-feet.
9. A review of the records in the Office of the State Engineer has disclosed that none of the water in the aquifer underlying the land claimed by the applicant has been previously allocated or permitted for withdrawal.
10. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
11. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
12. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.
14. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.

15. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on May 8 and May 15, 2008.
16. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
17. In order to prevent unreasonable impairment to the existing water rights of others within the Kiowa-Bijou Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

#### ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Laramie-Fox Hills Aquifer underlying 900.52 acres of land, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, is approved subject to the following conditions:

18. The allowed average annual amount of withdrawal of ground water from the aquifer shall not exceed 263 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
19. To conform to actual aquifer characteristics, the Commission may adjust the allowed average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
20. The applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes. The place of use shall be limited to the above described 900.52 acre land area.

23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 900.52 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed which indicates the determination number, the aquifer, a description of the above described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the allocated annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
  - a. The wells shall be located on the above described 900.52 acre overlying land area.
  - b. The wells must be constructed to withdraw water from only the Laramie-Fox Hills Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
  - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
  - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit, but must be more than 600 feet from any existing large-capacity well completed in the same aquifer.
  - e. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission upon their request.
  - f. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county in which the claimed overlying land is located so that a title examination of the above described 900.52 acre overlying land area, or any part thereof, shall reveal the existence of this determination.

Applicant: George F. McCune and Evelyn McCune  
Aquifer: Laramie-Fox Hills  
Determination No.: 1689-BD

Page 5

Dated this 25<sup>th</sup> day of June, 2008.



\_\_\_\_\_  
Dick Wolfe, P.E.  
Executive Director  
Colorado Ground Water Commission

By: Keith Vander Horst

\_\_\_\_\_  
Keith Vander Horst, P.E.  
Water Resource Engineer

Prepared by: JPM

92GWS 1  
03/2005

EXHIBIT A

1689-BD

Page 1 of 2

STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES  
1313 Sherman St. Room 821  
Denver, CO 80203  
(303) 866-3581 Fax (303) 866-3589

RECEIVED

APR 17 2008

WATER RESOURCES  
STATE ENGINEER  
COLO.

**NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT**

I (We) George F. McCune and Evelyn McCune

(Name(s))

claim and say that I (we) am (are) the owner(s) of the following described property consisting of 900.52 acres in the County of El Paso State of Colorado:

(Insert the property legal description)

**SW/4SW/4 Section 18 and W/2 of the W/2 Section 19, T11S, R64W, and S/2SE/4 Section 13 and All of Section 24, T11S R65W, 6<sup>th</sup> PM, El Paso County, 900.52 acres**

**See attached Quitclaim Deed dated November 29, 1976, and map.**

and, that the ground water sought to be withdrawn from the Laramie-Fox Hills aquifer underlying the above-described land has not been conveyed or reserved to another, nor has consent been given to its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) knowledge.

Signature

George F. McCune \_\_\_\_\_  
Date

Signature

Evelyn M. McCune \_\_\_\_\_  
Date

**INSTRUCTIONS:**

Please type or print neatly in black or blue ink. This form may be reproduced by photocopy or word processing means. See additional information on the reverse side.

SEAL

County of El Paso State of Colorado  
RECEIVED AT 92  
RECEIVED AT 280197  
NOV 29 1976  
HARVEY BEALE

BOOK 2871 PAGE 197

RECEIVED

APR 17 2008

WATER RESOURCES  
STATE ENGINEER  
COLO.

QUITCLAIM DEED

RAY C. McCUNE and GRETA C. McCUNE, as husband and wife, of the County of El Paso and State of Colorado, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, hereby sell and quit claim to GEORGE F. McCUNE and EVELYN M. McCUNE, husband and wife, in joint tenancy, of the County of Elbert and State of Colorado, a one-half interest in and to all minerals underlying the following described property, including oil and gas, said property lying and being in the County of El Paso and State of Colorado, to wit:

The Southwest quarter of the Southwest quarter of Section Eighteen, Township Eleven, Range Sixty-four; the West half of the West half of Section Nineteen, Township Eleven, Range Sixty-four; the South half of the Southeast Quarter of Section Thirteen, Township Eleven, Range Sixty-five; All of Section Twenty-four, Township Eleven, Range Sixty-five, containing in all Nine hundred and fifty-two hundredths (900.52) acres, more or less, according to Government Survey.

with all its appurtenances.

No  
Consideration

DATED and signed this 22 day of Nov., 1976.

STATE DOCUMENTARY

NOV 29 1976

FEE \$ None

Ray C. McCune  
Ray C. McCune

Greta C. McCune  
Greta C. McCune

STATE OF COLORADO )

COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me this 22 day of Nov., 1976, by Ray C. McCune and Greta C. McCune.

Stephanie J. J...  
Notary Public

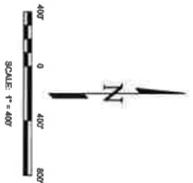
My commission expires: 6/20/78



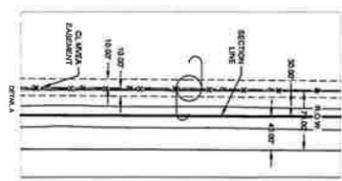
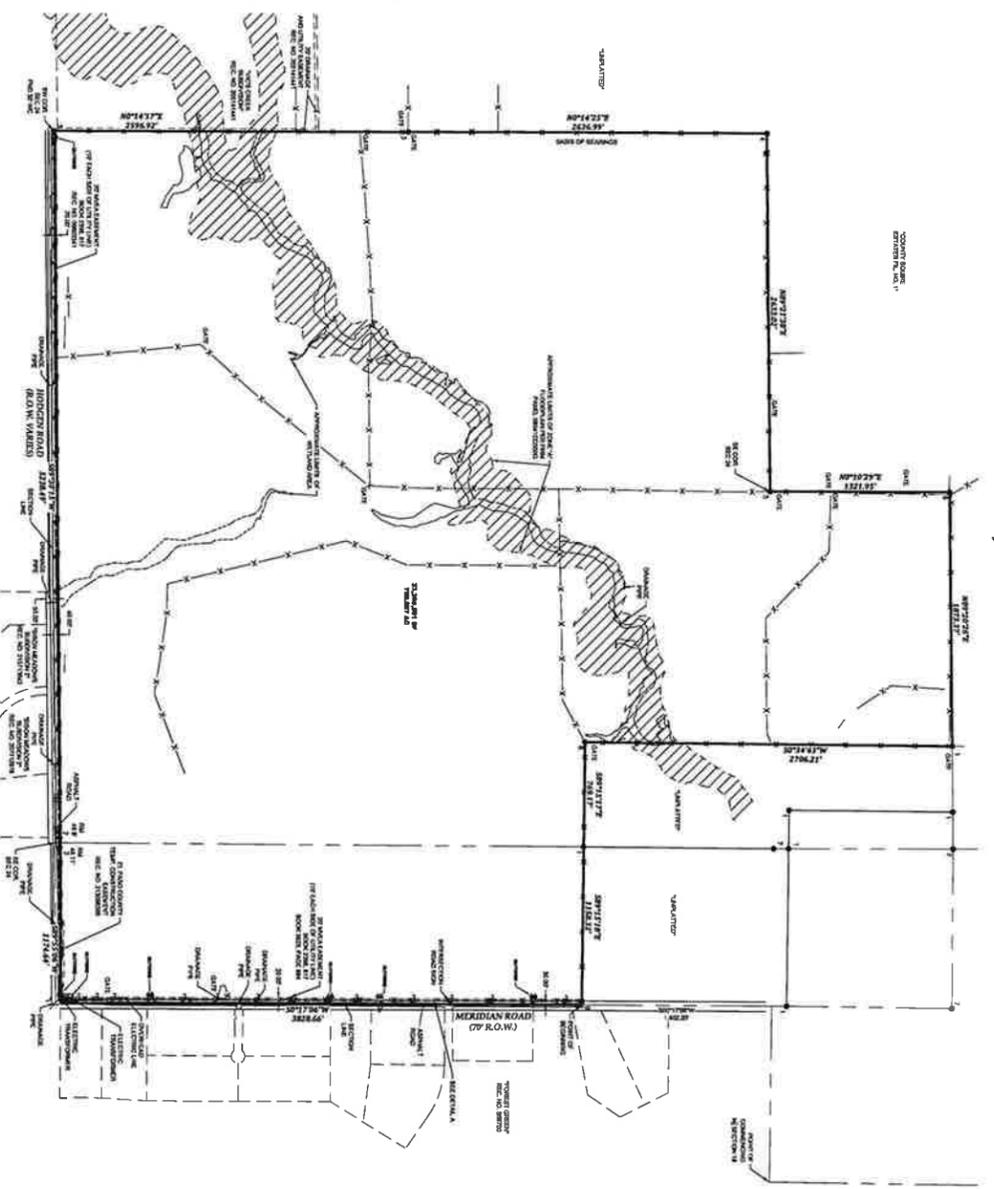


# ALTA/NSPS LAND TITLE SURVEY

## A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 11 SOUTH, RANGE 65 SOUTH, AND A PORTION OF THE WEST HALF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO



- LEGEND:**
- 1 FOUND PLAIN COPPER STAMPING 1.5 2017
  - 2 FOUND 3-1/2" ALUMINUM COP STAMPING 1.5 2017
  - 3 FOUND 2-1/2" ALUMINUM COP STAMPING 1.5 2017
  - 4 FOUND 3-1/2" ALUMINUM COP STAMPING 1.5 1927
  - 5 FOUND 1-1/2" ALUMINUM COP STAMPING 1.5 1927
  - 6 FOUND YELLOW PLASTIC COP STAMPING 1.5 1927
  - 7 FOUND 3-1/2" ALUMINUM COP STAMPING 1.5 2017
  - 8 SET 1-1/2" ALUMINUM COP STAMPING TOWARD JAMES P. A. 2017
  - 9 UTILITY POLE
  - 10 CURBLINE
  - 11 TELEPHONE TOWER
  - 12 COMMUNICATIONS TOWER
  - 13 AREA NOT INCLUDED IN THIS SURVEY
  - 14 FENCE
  - 15 OVERHEAD ELECTRIC LINE
  - 16 BOUNDARY LINE
  - 17 EASEMENT LINE
  - 18 APPROXIMATE LIMITS OF NEIGHBOR
  - 19 APPROXIMATE LIMITS OF NEIGHBOR



**NOTES:**  
 ACCORDING TO COLORADO TITLE INSURANCE COMPANY'S POLICY, THIS SURVEY IS NOT A GUARANTEE OF THE ACCURACY OF THE DATA AND THE RESULTS THEREOF. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE DATA AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE DATA AND HAS NOT CONDUCTED A FIELD CHECK OF THE DATA. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE DATA. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE DATA.

EDWARD-JAMES SURVEYING, INC.  
 4323 E. Highway 103, Suite 100  
 El Paso, Colorado 80917  
 Phone: (970) 763-1111  
 Fax: (970) 763-1112  
 Email: info@edward-james-surveying.com

NO.	REVISIONS DESCRIPTION	DATE

PROJECT: ALTA/NSPS LAND TITLE SURVEY  
 SHEET NO.: 1 OF 1  
 DATE: 08/14/2017  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

SEC 13 & 24, T11S, R65W, 6TH P.M.  
 SEC 19, T11S, R64W, 6TH P.M.

BOCC

#30

Chuck Broerman El Paso County, CO  
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Rec \$0.00 Pages **219077982**

RESOLUTION NO. 19- 262

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE PRELIMINARY PLAN FOR WINSOME (SP-18-006)

WHEREAS, McCune Ranch, LLC, did file an application with the El Paso County Planning and Community Development Department for the approval of a preliminary plan for the Winsome Subdivision for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on June 4, 2019, upon which date the Planning Commission did by formal resolution recommend approval of the preliminary plan application; and

WHEREAS, a public hearing was held by the El Paso County Board of County Commissioners on July 9, 2019; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, comments by the El Paso County Planning Commission Members, and comments by the Board of County Commissioners during the hearing, this Board finds as follows:

1. The application was properly submitted for consideration by the Planning Commission.
2. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners.
3. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested persons were heard at those hearings.
4. All exhibits were received into evidence.
5. The subdivision is in general conformance with the goals, objectives, and policies of the Master Plan.

6. The subdivision is in substantial conformance with the approved preliminary plan.
7. The subdivision is consistent with the subdivision design standards and regulations and meets all planning, engineering, and surveying requirements of El Paso County for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials.
8. Delayed finding: A finding of sufficient water supply in terms of quantity, quality, and dependability is hereby postponed until the final plat. With each final plat filing the applicant shall submit documentation in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(a)] and the requirements of Chapter 8 of the Land Development Code and shall make a request to the Board of County Commissioner for a finding of water sufficiency.
9. A public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
10. All areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified and the proposed subdivision is compatible with such conditions [C.R.W. §30-28-133(6)(c)].
11. Adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and the Engineering Criteria Manual are provided by the design.
12. Legal and physical access is or will be provided to all parcels by public rights-of-way or recorded easement, acceptable to the County in compliance with the Land Development Code and the Engineering Criteria Manual.
13. The proposed subdivision has established an adequate level of compatibility by (1) incorporating natural physical features into the design and providing sufficient open spaces considering the type and intensity of the subdivision; (2) incorporating site planning techniques to foster the implementation of the County's plans, and encouraging a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit if appropriate, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County; (3) incorporating physical design features in

the subdivision to provide a transition between the subdivision and adjacent land uses; (4) incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the design; and (5) incorporating public facilities or infrastructure, or provisions therefor, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of County services and facilities.

14. Necessary services, including police and fire protection, recreation, utilities, open space and transportation system, are or will be available to serve the proposed subdivision.
15. The subdivision provides evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.
16. The proposed subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
17. All data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.
18. That the proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
19. That for the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the preliminary plan application for the Winsome Subdivision;

BE IT FURTHER RESOLVED that the following conditions and notations shall be placed upon this approval:

**CONDITIONS**

1. Applicable traffic, drainage and bridge fees shall be paid with each final plat.
2. Applicable school and park fees shall be paid with each final plat.
3. 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 Preble's Meadow Jumping Mouse as a listed species.

4. The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assigns that Subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the Countywide Transportation Improvement Fee Resolution (Resolution 18-471), as amended, 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.
5. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.

**NOTATIONS**

1. Approval of the Preliminary Plan will expire after twenty-four (24) months unless a final plat has been approved and recorded or a time extension has been granted.
2. The 2016 Major Transportation Corridors Plan Update identifies a 2040 Roadway improvement project along the frontage of Hodgen Road (Project ID U6) from an unimproved County road to a Rural Minor Arterial. The extent of improvements shall be determined with the final plat application.

AND BE IT FURTHER RESOLVED that the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 9th day of July, 2019, at Colorado Springs, Colorado.

ATTEST:  
By: Charles R. Roermer  
County Clerk & Recorder



BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: [Signature]

Chair

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF PROPERTY LOCATED IN SECTIONS 13 & 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND IN THE WEST HALF OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 TO BEAR N89°14'45"W WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N89°14'45"W ALONG SAID SOUTH LINE, A DISTANCE OF 1287.55 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE S00°17'06"W ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 1402.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S00°17'06"W, A DISTANCE OF 3828.66 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 50; THENCE ALONG SAID NORTH RIGHT OF WAY LINE S89°55'06"W, A DISTANCE OF 1174.64 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE S89°30'15"W, A DISTANCE OF 5238.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E ALONG SAID WEST LINE, A DISTANCE OF 2596.92 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE N00°14'25"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE N00°10'29"E, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 19; THENCE S89°15'18"E, A DISTANCE OF 1158.32 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 766.66 ACRES MORE OR LESS, COUNTY OF EL PASO, STATE OF COLORADO.

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**RESOLUTION NO. 19- 281**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE THE SERVICE PLAN FOR WINSOME  
METROPOLITAN DISTRICTS NOS. 1-4 (ID-19-003)**

**WHEREAS**, ProTerra Properties, LLC, did file an application with the Planning and Community Development Department of El Paso County, pursuant to Section 32-1-204 (2), C.R.S., for the review of a draft service plan for Winsome Metropolitan Districts Nos. 1-4; and

**WHEREAS**, a public hearing was held by the El Paso County Planning Commission on July 2, 2019 upon which date the Planning Commission did by formal resolution recommend approval of the subject Service Plan with conditions and a notation(s); and

**WHEREAS**, on July 23, 2019 the Board ordered a public hearing to be held on the Service Plan; and

**WHEREAS**, notice of the hearing before the Board was duly published on July 3, 2019 as required by law; and

**WHEREAS**, notice of the hearing before the Board was duly mailed by first class mail, to interested persons, defined as: The owners of record of all property within the proposed Title 32 district as such owners of record are listed in the proposed service plan; and the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three (3) miles of the proposed district's boundaries; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Board held a public hearing on the Service Plan for the District on July 23, 2019 and

**WHEREAS**, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, study of the proposed service plan for Click here to enter text. Metropolitan District, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, and comments from all interested persons, and comments by the El Paso County Planning Commission during the hearing, this Board finds as follows:

1. That the application for the draft service plan for the Special District was properly submitted for consideration by the Planning Commission and Board of County Commissioners.
2. That proper publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
3. That the hearings before the Planning Commission and the Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested persons were heard at those hearings.
4. That all exhibits were received into evidence.
5. There is sufficient existing and projected need for organized service in the area to be served by the proposed Special District.
6. Existing service in the area to be served by the proposed Special District is inadequate for present and projected needs.
7. The proposed Special District is capable of providing economical and sufficient service to the area within the proposed boundaries.
8. The area to be included in the proposed Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
9. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
10. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each county within which the proposed Special District is to be located and each municipality which is an interested party.
11. The proposal is in substantial compliance with a Master Plan adopted pursuant to C.R.S. §30-28-106.
12. The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.

13. The creation of the proposed Special District will be in the best interests of the area proposed to be served.

**NOW, THEREFORE, BE IT RESOLVED** the El Paso County Board of County Commissioners, Colorado, hereby determines that the requirements of Sections 32-1-207, C.R.S., relating to the modification of a service plan for the Winsome Metropolitan Districts Nos. 1-4 have been fulfilled in a timely manner;

**BE IT FURTHER RESOLVED** the Board hereby approves the Service Plans submitted for the Winsome Metropolitan Districts Nos. 1-4, for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference;

**AND BE IT FURTHER RESOLVED** that the following Conditions shall be placed upon this approval:

**CONDITIONS OF APPROVAL**

1. As stated in the proposed service plan, the maximum combined mill levy, including mills for debt service, operations and maintenance, and covenant enforcement shall not exceed 70.277 mills for any property within the Districts, with no more than 55.277 mills devoted to debt service, no more than 10 mills devoted to operations and maintenance, and no more than 5 mills for covenant enforcement until and unless the Districts receive Board of County Commissioner approval to increase the maximum mill levies.
2. As stated in the attached service plan, the maximum authorized debt for the Districts shall be limited to \$20 million until and unless the Districts receive Board of County Commissioner approval to increase the maximum authorized debt.
3. The approval of the District includes the use of eminent domain powers by the Districts for the acquisition of property that the Districts intend to be owned, controlled, or maintained by the District or other public or non-profit entity and is for the material use or benefit of the general public. The District may not use the power of eminent domain without a recommendation by the Board of County Commissioners at a publicly noticed hearing that the use of eminent domain is necessary in order for the District to continue to provide service(s) within the District boundaries and that there are no other alternatives that would not result in the need for the use of eminent domain powers.

4. As stated in the attached Service Plan, any future annexation of territory by the Districts (any territory more than five (5) miles from any District boundary line) shall be considered a material modification of the amended Service Plan and shall require prior Board of County Commissioners' approval.
5. The Districts shall provide a disclosure form to future purchasers of property in a form consistent with the approved Special District Annual Report form. The developer shall provide written notation on each subsequent final plat associated with the subsequent development of the annually filed public notice and include reference to the El Paso County Planning and Community Development website where the most up-to-date notice can be found. County staff is authorized to administratively approve updates of the disclosure form to reflect current contact information and calculations.
6. The Districts are expressly prohibited from creating separate sub-districts except upon prior notice to the Board of County Commissioners, and subject to the Board of County Commissioners right to declare such creation to be a material modification of the service plan, pursuant to C.R.S. § 32-1-1101(1)(f)(l).
7. As stated in the attached service plan, approval of the proposed service plan hereby gives the Districts the express authority of covenant enforcement, including the imposition of fees for such enforcement.
8. Approval of this application shall not constitute relinquishment or undermining of the County's authority to require the developer to complete subdivision improvements as required by the Land Development Code and Engineering Criteria Manual and to require subdivision improvement agreements or development agreements and collateral of the developer at the final plat stage to guarantee the construction of improvements.

**NOTATIONS**

1. Approval of this service plan shall in no way be construed to infer a requirement or obligation of the Board of County Commissioners to approve any future land use requests within the boundaries of the Districts.
2. Any expansions, extensions, or construction of new facilities by the Districts will require prior review by the Planning and Community

Development Department to determine if such actions are subject to the requirements of Appendix B of the Land Development Code, Guidelines and Regulations for Areas and Activities of State Interest (a.k.a. "1041 Regulations).

**AND BE IT FURTHER RESOLVED**, the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

**AND BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be filed in the records of the County and submitted to the petitioners for the purpose of filing in the District Court of El Paso County.

**AND BE IT FURTHER RESOLVED** that all resolutions or parts thereof, in conflict with the provisions hereof, are hereby repealed.

DONE THIS 23<sup>rd</sup> day of July, 2019, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

ATTEST:

By:

  
County Clerk & Recorder  


By:

  
Chair

**APPENDIX A**

**LEGAL DESCRIPTION: WINSOME METROPOLITAN DISTRICT OVERALL**

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19 ; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE

EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,819.38 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 1124.60 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5238.67 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'27"E ON THE WEST LINE OF SOUTHWEST QUARTER A DISTANCE OF 2586.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 33,140,667 SQUARE FEET OR 760.805 ACRES.

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 1

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S74°24'07"E, A DISTANCE OF 2,611.23 FEET TO THE POINT OF BEGINNING; THENCE N07°37'26"W, A DISTANCE OF 744.98 FEET; THENCE N87°02'56"E, A DISTANCE OF 520.71 FEET; THENCE S45°35'12"E, A DISTANCE OF 506.11 FEET TO A POINT ON CURVE; THENCE ON AN ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N45°12'15"W, HAVING A DELTA OF 34°59'57", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 897.95 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 446,508 SQUARE FEET OR 10.250 ACRES.

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 2

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2,633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE S77°27'27"E, A DISTANCE OF 83.93 FEET; THENCE S12°32'33"W, A DISTANCE OF 660.46 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 11°18'37", A RADIUS OF 580.00 FEET A DISTANCE OF 114.49 FEET TO A POINT ON CURVE; THENCE S66°25'49"E, A DISTANCE OF 564.35 FEET; THENCE S36°40'47"E, A DISTANCE OF 395.11 FEET; THENCE S15°45'23"W, A DISTANCE OF 1,339.56 FEET; THENCE S87°02'56"W, A DISTANCE OF 520.71 FEET; THENCE S07°37'26"E, A DISTANCE OF 744.98 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N10°12'18"W, HAVING A DELTA OF 37°58'09", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 974.15 FEET TO A POINT OF TANGENT; THENCE N41°49'33"E, A DISTANCE OF 100.05 FEET; THENCE S48°10'27"E, A DISTANCE OF 60.00 FEET; THENCE

S34°15'42"E, A DISTANCE OF 1,175.97 FEET; THENCE S34°16'51"E, A DISTANCE OF 60.19 FEET; THENCE S32°53'11"E, A DISTANCE OF 363.18 FEET; THENCE S21°16'12"E, A DISTANCE OF 333.95 FEET; THENCE S10°21'26"E, A DISTANCE OF 247.31 FEET; THENCE S00°34'30"E, A DISTANCE OF 465.43 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4,535.92 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N00°14'27"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072 A DISTANCE OF 2586.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 17,870,649 SQUARE FEET OR 410.254 ACRES.

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 3

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24 RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E, ON THE NORTHLINE OF THE

NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19 ; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,378.65 FEET; THENCE N89°31'37"W, A DISTANCE OF 706.62 FEET; THENCE S00°17'14"W, A DISTANCE OF 447.57 FEET; TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 417.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 702.75 FEET; THENCE N00°34'30"W, A DISTANCE OF 465.43 FEET; THENCE N10°21'26"W, A DISTANCE OF 247.31 FEET; THENCE N21°16'12"W, A DISTANCE OF 333.95 FEET; THENCE N32°53'11"W, A DISTANCE OF 363.18 FEET; THENCE N34°16'51"W, A DISTANCE OF 60.19 FEET; THENCE N34°15'42"W, A DISTANCE OF 1,175.97 FEET; THENCE N48°10'27"W , A DISTANCE OF 60.00 FEET; THENCE S41°49'33"W; A DISTANCE OF 100.05 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 02°58'12", A RADIUS OF 1,470.00; FEET, A DISTANCE OF 76.20 FEET TO A POINT ON CURVE; THENCE N45°35'12"W, A DISTANCE OF 506.11 FEET; THENCE N15°45'23"E, A DISTANCE OF 1,339.56 FEET; THENCE N36°40'47"W, A DISTANCE OF 395.11 FEET; THENCE N66°25'49"W, A DISTANCE OF 564.35 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N66°08'50"W, HAVING A DELTA OF 11°18'37"W, A RADIUS OF 580.00 FEET, A DISTANCE OF 114.49 FEET TO A POINT OF TANGENT; THENCE N12°32'33"E, A DISTANCE OF 660.46 FEET; THENCE N77°27'27"W, A DISTANCE OF 83.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,509,671 SQUARE FEET OR 333.096 ACRES.

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 4

A TRACT OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11, SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24;  
THENCE

S68°12'21"E A DISTANCE OF 6,841.18 FEET TO A POINT THAT IS 10.00 FEET NORTH OF AND 50.00 FEET WEST OF THE SOUTHEAST CORNER OF PARCEL 4 AS RECORDED UNDER RECEPTION NUMBER 218900072 SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°55'06"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN FOR A DISTANCE OF 706.65 FEET; THENCE N00°17'14"E A DISTANCE OF 447.57 FEET; THENCE S89°31'37"E A DISTANCE OF 706.62 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W ON A LINE 50.00 FEET FROM AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION A DISTANCE OF 440.73 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 313,849 SQUARE FEET OR 7.205 ACRES.

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RESOLUTION NO. 19- 281

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE THE SERVICE PLAN FOR WINSOME  
METROPOLITAN DISTRICTS NOS. 1-4 (ID-19-003)

**WHEREAS**, ProTerra Properties, LLC, did file an application with the Planning and Community Development Department of El Paso County, pursuant to Section 32-1-204 (2), C.R.S., for the review of a draft service plan for Winsome Metropolitan Districts Nos. 1-4; and

**WHEREAS**, a public hearing was held by the El Paso County Planning Commission on July 2, 2019 upon which date the Planning Commission did by formal resolution recommend approval of the subject Service Plan with conditions and a notation(s); and

**WHEREAS**, on July 23, 2019 the Board ordered a public hearing to be held on the Service Plan; and

**WHEREAS**, notice of the hearing before the Board was duly published on July 3, 2019 as required by law; and

**WHEREAS**, notice of the hearing before the Board was duly mailed by first class mail, to interested persons, defined as: The owners of record of all property within the proposed Title 32 district as such owners of record are listed in the proposed service plan; and the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three (3) miles of the proposed district's boundaries; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Board held a public hearing on the Service Plan for the District on July 23, 2019 and

**WHEREAS**, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, study of the proposed service plan for Click here to enter text. Metropolitan District, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, and comments from all interested persons, and comments by the El Paso County Planning Commission during the hearing, this Board finds as follows:

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1. That the application for the draft service plan for the Special District was properly submitted for consideration by the Planning Commission and Board of County Commissioners.
2. That proper publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
3. That the hearings before the Planning Commission and the Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested persons were heard at those hearings.
4. That all exhibits were received into evidence.
5. There is sufficient existing and projected need for organized service in the area to be served by the proposed Special District.
6. Existing service in the area to be served by the proposed Special District is inadequate for present and projected needs.
7. The proposed Special District is capable of providing economical and sufficient service to the area within the proposed boundaries.
8. The area to be included in the proposed Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
9. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
10. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each county within which the proposed Special District is to be located and each municipality which is an interested party.
11. The proposal is in substantial compliance with a Master Plan adopted pursuant to C.R.S. §30-28-106.
12. The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.

13. The creation of the proposed Special District will be in the best interests of the area proposed to be served.

**NOW, THEREFORE, BE IT RESOLVED** the El Paso County Board of County Commissioners, Colorado, hereby determines that the requirements of Sections 32-1-207, C.R.S., relating to the modification of a service plan for the Winsome Metropolitan Districts Nos. 1-4 have been fulfilled in a timely manner;

**BE IT FURTHER RESOLVED** the Board hereby approves the Service Plans submitted for the Winsome Metropolitan Districts Nos. 1-4, for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference;

**AND BE IT FURTHER RESOLVED** that the following Conditions shall be placed upon this approval:

**CONDITIONS OF APPROVAL**

1. As stated in the proposed service plan, the maximum combined mill levy, including mills for debt service, operations and maintenance, and covenant enforcement shall not exceed 70.277 mills for any property within the Districts, with no more than 55.277 mills devoted to debt service, no more than 10 mills devoted to operations and maintenance, and no more than 5 mills for covenant enforcement until and unless the Districts receive Board of County Commissioner approval to increase the maximum mill levies.
2. As stated in the attached service plan, the maximum authorized debt for the Districts shall be limited to \$20 million until and unless the Districts receive Board of County Commissioner approval to increase the maximum authorized debt.
3. The approval of the District includes the use of eminent domain powers by the Districts for the acquisition of property that the Districts intend to be owned, controlled, or maintained by the District or other public or non-profit entity and is for the material use or benefit of the general public. The District may not use the power of eminent domain without a recommendation by the Board of County Commissioners at a publicly noticed hearing that the use of eminent domain is necessary in order for the District to continue to provide service(s) within the District boundaries and that there are no other alternatives that would not result in the need for the use of eminent domain powers.

4. As stated in the attached Service Plan, any future annexation of territory by the Districts (any territory more than five (5) miles from any District boundary line) shall be considered a material modification of the amended Service Plan and shall require prior Board of County Commissioners' approval.
5. The Districts shall provide a disclosure form to future purchasers of property in a form consistent with the approved Special District Annual Report form. The developer shall provide written notation on each subsequent final plat associated with the subsequent development of the annually filed public notice and include reference to the El Paso County Planning and Community Development website where the most up-to-date notice can be found. County staff is authorized to administratively approve updates of the disclosure form to reflect current contact information and calculations.
6. The Districts are expressly prohibited from creating separate sub-districts except upon prior notice to the Board of County Commissioners, and subject to the Board of County Commissioners right to declare such creation to be a material modification of the service plan, pursuant to C.R.S. § 32-1-1101(1)(f)(I).
7. As stated in the attached service plan, approval of the proposed service plan hereby gives the Districts the express authority of covenant enforcement, including the imposition of fees for such enforcement.
8. Approval of this application shall not constitute relinquishment or undermining of the County's authority to require the developer to complete subdivision improvements as required by the Land Development Code and Engineering Criteria Manual and to require subdivision improvement agreements or development agreements and collateral of the developer at the final plat stage to guarantee the construction of improvements.

**NOTATIONS**

1. Approval of this service plan shall in no way be construed to infer a requirement or obligation of the Board of County Commissioners to approve any future land use requests within the boundaries of the Districts.
2. Any expansions, extensions, or construction of new facilities by the Districts will require prior review by the Planning and Community

Development Department to determine if such actions are subject to the requirements of Appendix B of the Land Development Code, Guidelines and Regulations for Areas and Activities of State Interest (a.k.a. "1041 Regulations).

**AND BE IT FURTHER RESOLVED**, the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

**AND BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be filed in the records of the County and submitted to the petitioners for the purpose of filing in the District Court of El Paso County.

**AND BE IT FURTHER RESOLVED** that all resolutions or parts thereof, in conflict with the provisions hereof, are hereby repealed.

DONE THIS 23<sup>rd</sup> day of July, 2019, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

ATTEST:

By:

*Chad D. Bracken*  
County Clerk & Recorder



By:

*[Signature]*  
Chair

**APPENDIX A**

**LEGAL DESCRIPTION: WINSOME METROPOLITAN DISTRICT OVERALL**

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19 ; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE

EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,819.38 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 1124.60 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5238.67 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'27"E ON THE WEST LINE OF SOUTHWEST QUARTER A DISTANCE OF 2586.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 33,140,667 SQUARE FEET OR 760.805 ACRES.

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 1

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S74°24'07"E, A DISTANCE OF 2,611.23 FEET TO THE POINT OF BEGINNING; THENCE N07°37'26"W, A DISTANCE OF 744.98 FEET; THENCE N87°02'56"E, A DISTANCE OF 520.71 FEET; THENCE S45°35'12"E, A DISTANCE OF 506.11 FEET TO A POINT ON CURVE; THENCE ON AN ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N45°12'15"W, HAVING A DELTA OF 34°59'57", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 897.95 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 446,508 SQUARE FEET OR 10.250 ACRES.

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 2

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2,633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE S77°27'27"E, A DISTANCE OF 83.93 FEET; THENCE S12°32'33"W, A DISTANCE OF 660.46 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 11°18'37", A RADIUS OF 580.00 FEET A DISTANCE OF 114.49 FEET TO A POINT ON CURVE; THENCE S66°25'49"E, A DISTANCE OF 564.35 FEET; THENCE S36°40'47"E, A DISTANCE OF 395.11 FEET; THENCE S15°45'23"W, A DISTANCE OF 1,339.56 FEET; THENCE S87°02'56"W, A DISTANCE OF 520.71 FEET; THENCE S07°37'26"E, A DISTANCE OF 744.98 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N10°12'18"W, HAVING A DELTA OF 37°58'09", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 974.15 FEET TO A POINT OF TANGENT; THENCE N41°49'33"E, A DISTANCE OF 100.05 FEET; THENCE S48°10'27"E, A DISTANCE OF 60.00 FEET; THENCE

S34°15'42"E, A DISTANCE OF 1,175.97 FEET; THENCE S34°16'51"E, A DISTANCE OF 60.19 FEET; THENCE S32°53'11"E, A DISTANCE OF 363.18 FEET; THENCE S21°16'12"E, A DISTANCE OF 333.95 FEET; THENCE S10°21'26"E, A DISTANCE OF 247.31 FEET; THENCE S00°34'30"E, A DISTANCE OF 465.43 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4,535.92 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N00°14'27"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072 A DISTANCE OF 2586.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 17,870,649 SQUARE FEET OR 410.254 ACRES.

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 3

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24 RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E, ON THE NORTHLINE OF THE

NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19 ; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,378.65 FEET; THENCE N89°31'37"W, A DISTANCE OF 706.62 FEET; THENCE S00°17'14"W, A DISTANCE OF 447.57 FEET; TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 417.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 702.75 FEET; THENCE N00°34'30"W, A DISTANCE OF 465.43 FEET; THENCE N10°21'26"W, A DISTANCE OF 247.31 FEET; THENCE N21°16'12"W, A DISTANCE OF 333.95 FEET; THENCE N32°53'11"W, A DISTANCE OF 363.18 FEET; THENCE N34°16'51"W, A DISTANCE OF 60.19 FEET; THENCE N34°15'42"W, A DISTANCE OF 1,175.97 FEET; THENCE N48°10'27"W , A DISTANCE OF 60.00 FEET; THENCE S41°49'33"W; A DISTANCE OF 100.05 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 02°58'12", A RADIUS OF 1,470.00; FEET, A DISTANCE OF 76.20 FEET TO A POINT ON CURVE; THENCE N45°35'12"W, A DISTANCE OF 506.11 FEET; THENCE N15°45'23"E, A DISTANCE OF 1,339.56 FEET; THENCE N36°40'47"W, A DISTANCE OF 395.11 FEET; THENCE N66°25'49"W, A DISTANCE OF 564.35 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N66°08'50"W, HAVING A DELTA OF 11°18'37"W, A RADIUS OF 580.00 FEET, A DISTANCE OF 114.49 FEET TO A POINT OF TANGENT; THENCE N12°32'33"E, A DISTANCE OF 660.46 FEET; THENCE N77°27'27"W, A DISTANCE OF 83.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,509,671 SQUARE FEET OR 333.096 ACRES.

**LEGAL DESCRIPTION: WINSOME METROPOLITAN DISTRICT 4**

A TRACT OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11, SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S68°12'21"E A DISTANCE OF 6,841.18 FEET TO A POINT THAT IS 10.00 FEET NORTH OF AND 50.00 FEET WEST OF THE SOUTHEAST CORNER OF PARCEL 4 AS RECORDED UNDER RECEPTION NUMBER 218900072 SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°55'06"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN FOR A DISTANCE OF 706.65 FEET; THENCE N00°17'14"E A DISTANCE OF 447.57 FEET; THENCE S89°31'37"E A DISTANCE OF 706.62 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W ON A LINE 50.00 FEET FROM AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION A DISTANCE OF 440.73 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 313,849 SQUARE FEET OR 7.205 ACRES.

**WINSOME  
METROPOLITAN DISTRICT NOS. 1, 2, 3 and 4**

**EL PASO COUNTY, COLORADO**

**June 24, 2019**

**SERVICE PLAN**  
**FOR**  
**WINSOME**  
**METROPOLITAN DISTRICT NOS. 1-4**

Prepared by:

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June 24, 2019

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## I. EXECUTIVE SUMMARY

The following is a summary of general information regarding the proposed Districts provided for the convenience of the reviewers of this Service Plan. Please note that the following information is subject in all respects to the more complete descriptions contained elsewhere in this Service Plan.

Proposed Districts:	Winsome Metropolitan District Nos. 1, 2, 3 and 4
Property Owner(s):	McCune Ranch, LLC
Developer(s):	ProTerra Properties, LLC
Description of Development:	767 acres located at the northwest corner of Hodgen Road and Meridian Road in northern El Paso County. The proposed Project is estimated to contain 143 single family residential units and one 7-acre lot of 30,000 square feet for commercial development.
Proposed Improvements to be Financed:	Water, storm drainage, streets, transportation and safety protection, traffic control, park and recreation facilities, television relay and translation
Proposed Ongoing Services:	Maintenance of stormwater facilities, open space, trails, noxious weeds, covenant enforcement and design review, mosquito control, security services
Infrastructure Capital Costs:	The gross development cost estimate including relevant fees, entitlement and engineering costs is approximately \$10.8 million. The gross cost estimate of the Public Improvements costs is approximately \$7.8 million in 2019 dollars
Maximum Debt Authorization:	\$20,000,000.00 (combined for all Districts). This amount is larger than the estimated cost of the Public Improvements to allow for inflation, contingencies, and unanticipated changes from the date of approval of this Service Plan.
Proposed Debt Mill Levy:	55.277 Mills which exceeds 50.000 mills due to addition of 5.277 Mills as a Gallagher Adjustment to the 50.000 Mills limit for Debt Service included in the County's last amended Special District Policies. The County's last amended Special District Policies which set the Debt Mill Levy at 50.000 Mills predate the recent changes to the residential assessment rate, as such, the retroactive Gallagher Adjustment is proposed to account for these recent changes.

Proposed O & M Mill Levy: 10.000 Mills

Proposed Special Purpose Mill Levy: 5.000 Mills for covenant enforcement and design review and/or maintenance of common facilities in the absence of a Homeowners Association

Proposed Maximum Mill Levies: 70.277 Mills which exceeds 60.0000 mills due to the addition of (1) 5.277 Mills for Debt Service as a Gallagher Adjustment to the 50.000 Mills for Debt Service included in the County's last amended Special District Policies and (2) the Special Purpose Mill Levy of 5.000 Mills for covenant enforcement and design review and/or maintenance of common facilities since there is no Homeowners Association

Proposed Fees: None at this time.

**II. DEFINITIONS**

The following terms are specifically defined for use in this Service Plan. For specific definitions of terms not listed below please also refer to the El Paso County Special District Policies, the El Paso County Land Development Code and Colorado Revised Statutes, as may be applicable.

Annual Report and Disclosure Statement: means the statement of the same name required to be filed annually with the Board of County Commissioners pursuant to Resolution 06-472 as may be amended.

Board(s): means the board of directors of any District, or in the plural, the boards of directors of all the Districts.

Board of County Commissioners: means the Board of County Commissioners of El Paso County.

Control District: means District No. 1, which is intended to include property owned by the organizers of the Districts, and whose Board of Directors is intended to be occupied by representatives of the organizers of the Districts, in order to direct the activities of the Districts to achieve an overall development plan for Public Improvements. References to "District No. 1" shall be deemed to refer to the Control District.

County: means El Paso County, Colorado

Debt: means bonds or other obligations for the payment of which one or more of the Districts have promised to impose an *ad valorem* property tax mill levy without such

promise being subject to annual appropriation.

Developer Funding Agreement: An agreement of any kind executed between a special district and a Developer as this term is specifically defined below, including but not limited to advance funding agreements, reimbursement agreements or loans to the special district from a Developer, where such an agreement creates an obligation of any kind which may require the special district to re-pay the Developer. The term "Developer" means any person or entity (including but not limited to corporations, venture partners, proprietorships, estates and trusts) that owns or has a contract to purchase undeveloped taxable real property greater than or equal to ten percent (10%) of all real property located within the boundaries of the special district. The term "Developer Funding Agreement" shall not extend to any such obligation listed above if such obligation has been converted to Debt issued by the special district to evidence the obligation to repay such Developer Funding Agreement, including the purchase of such Debt by a Developer.

Planning and Community Development Department: The department of the County formally charged with administering the development regulations of the County.

District No. 1: means the Winsome Metropolitan District No. 1 (also known as the Control District) as described in this Service Plan.

District No. 2: means the Winsome Metropolitan District No. 2.

District No. 3: means the Winsome Metropolitan District No. 3.

District No. 4: means the Winsome Metropolitan District No. 4.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District for which External Advisor Services are being rendered, and (iv) has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financing Districts: means District Nos. 2-4, which are expected to include residential and/or commercial development that will produce the required revenue to fund the Public Improvements and any operations and maintenance costs.

Gallagher Adjustment: means an allowed adjustment to the Maximum Debt Service Mill Levy, Maximum Operational Mill Levy, or Maximum Special Mill Levy intended to offset the effect of adjustments to the ratio between market value and assessed value of taxable property within the applicable District that would cause a reduction in the revenue otherwise produced from such Maximums based on the ratio between market value and

assessed value as of January 1 in the year in which the applicable District's organizational election is held.

Initial District Boundaries: means the combined area of the initial boundaries of the Districts as described in Section III.I.1 depicted on the map in Exhibit A.2 and as legally described for each individual District in the legal description and map found at Exhibit A.3.

Local Public Improvements: means facilities and other improvements which are or will be dedicated to the County or another governmental or quasi-governmental entity for substantially public use, but which do not qualify under the definition of Regional Public Improvements. Examples would include local streets and appurtenant facilities, water and sewer lines which serve individual properties and drainage facilities that do not qualify as reimbursable under adopted drainage basin planning studies.

Material Modification: has the meaning described in Section 32-1-207, C.R.S., as it may be amended from time to time.

Maximum Combined Mill Levy: The maximum combined ad valorem mill levy the applicable District may certify against any property within said District for any purposes.

Maximum Debt Authorization: means the maximum principal amount of Debt that the Districts combined may have outstanding at any time, which under this Service Plan is \$20,000,000.00.

Maximum Debt Service Mill Levy: The maximum ad valorem mill levy the applicable District may certify against any property within said District for the purpose of servicing any Debt incurred by or on behalf of said District.

Maximum Operational Mill Levy: The maximum ad valorem mill levy the applicable District may certify against any property within said District for the purposes providing revenues for ongoing operation, maintenance, administration or any other allowable services and activities other than the servicing of Debt. This Maximum Operational Mill Levy is exclusive of any Maximum Special Mill Levy which might be separately authorized.

Maximum Special Purpose Mill Levy: means maximum ad valorem mill levy which is allowed in addition to the allowable Maximum Debt Service Mill Levy and the Maximum Operational Mill Levy for the purposes of covenant enforcement.

Public Improvements: Those improvements constituting Regional Public Improvements and Local Public Improvements collectively.

Regional Public Improvements: Facilities and other improvements which are or will be dedicated to the County or another governmental or quasi-governmental entity for substantially public use, and which serve the needs of the region.

Revenue Obligations: means bonds or other obligations not subject to annual appropriation that are payable from a pledge of revenues other than *ad valorem* property taxes.

Service Plan: means this Service Plan for the Districts.

Special District Act: means Sections 32-1-101, et seq., C.R.S., as amended from time to time.

State: means the State of Colorado.

Underlying Land Use Approvals: means Board of County Commissioners approval of the applicable land use plans that form the basis for the need for the Districts and their proposed financing plan and/or services. Such approvals may be in the form of one or a combination of Sketch Plans, Generalized Planned Unit Development (PUD) Development Plans, site-specific PUD plans, or subdivision plans.

### III. INTRODUCTION

#### A. Overall Purpose and Intent.

The Districts will be created pursuant to the Special District Act and are being created with a Control District/Financing Districts structure under El Paso County policies. The Districts are independent units of local government, separate and distinct from the County, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the County only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts, in their discretion, will provide a part or all of various Public Improvements necessary and appropriate for the development of a project within the unincorporated County to be known as "Winsome" (the "Project"). The Public Improvements will be constructed for the use and benefit of all anticipated inhabitants, property owners and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. Additional major purposes will include covenant enforcement and design review, ongoing service and maintenance of stormwater facilities, open space, trails, noxious weeds and mosquito control.

District No. 1 is proposed to be the Control District and is expected to coordinate the financing and construction of all Public Improvements. District Nos. 2 – 4 are proposed to be the Financing Districts and are expected to include residential and/or commercial development that (under the direction of District No. 1) will produce the required revenue to fund the Public Improvements and any operations and maintenance costs.

#### B. Need For The Districts.

There are currently no other governmental entities located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

#### C. County Objectives In Forming The Districts.

The County recognizes the Districts as independent quasi-municipal entities which are duly authorized for the purposes and functions identified in the Service Plan. Future County involvement in the affairs of the Districts will generally be limited to functions as required by the Colorado Revised Statutes, reporting and disclosure functions, determinations as to compliance with the limits as set forth in this Service Plan or any conditions attached to its approval, as well as additional activities or relationships as may be stipulated in any intergovernmental agreements which may be entered in to between the Districts and the County in the future.

In approving this Service Plan the objectives of the County include an intent to allow the applicant reasonable access to public tax-exempt financing for reasonable costs associated with the generally identified Public Improvements and to allow the applicant the ability to prudently

obligate future property owners for a reasonable share of the repayment costs of the Public Improvements which will benefit the properties within the Districts.

It is the additional objective of the County to allow for the Districts to provide for the identified ongoing services which either cannot or will not be provided by the County and/or other governmental or quasi-governmental entities.

D. Multiple District Structure.

1. Multiple District Structure. This Service Plan sets forth the general parameters for the working relationship between District No.1 (as the Control District) and the Financing Districts. This structure is intended to provide for the fair and equitable allocation of the costs of the Public Infrastructure and related services within the various development areas of the Project.

District No. 1 is expected to be responsible for managing the construction, acquisition, installation and operation of the Public Improvements. The Financing Districts are expected to be responsible for providing the funding and tax base needed to support the plan for financing the Public Improvements and for operation, maintenance and administrative costs. The allocation of responsibility for all such functions among the Districts may occur in any combination based upon the best interests of the property owners and residents within the Project.

Each District will be authorized to provide improvements and services, including but not limited to acquisition of completed improvements, to the property within and without their respective legal boundaries, as they may be amended from time to time. Debt may be issued by either District No. 1 and/or the Financing Districts as appropriate to deliver the improvements and services to the property within the Project.

Due to the interrelationship between the Districts, various agreements are expected to be executed by one or more of the Districts clarifying the respective responsibilities and the nature of the functions and services to be provided by each District. The agreements will be designed to help assure the orderly development of essential services and facilities resulting in a community that is aesthetic and an economic asset to the County.

2. Benefits of Multiple District Structure. The use of a multiple district structure as described in this Service Plan serves the best interests of the County, the applicant(s) and the future taxpayers within the Districts. The benefits of using the multiple district structure include: (a) coordinated administration of construction and operation of public improvements and delivery of those improvements in a timely manner; and (b) assurance that improvements required by the County are constructed in a timely and cost-effective manner.

a. Coordinated Services. As presently planned, development of the Project will proceed in phases, which will require the extension of public services and facilities. The multiple district structure will assure that the construction and operation of each phase of Public Improvements will be administered consistent with a long-term construction and operations program. Use of District No. 1 to direct financing, construction, acquisition and installation of

improvements and for management of operation and maintenance needs will facilitate a well-planned financing effort through all phases of construction, which will assist in the coordinated extension of services.

b. Debt Allocation. Allocation of the responsibility for paying debt for capital improvements will be managed through development of a unified financing plan for these improvements and through development of an integrated operating plan for long-term operations and maintenance for those improvements that are not dedicated to and accepted by the County but retained by the Districts as appropriate. Use of District No. 1 to manage these functions will help assure that no area within the Project becomes obligated for more than its share of the costs of capital improvements and operations. Neither high nor low-density areas will bear a disproportionate burden of debt and operating costs. Additionally, equity is also promoted due to the fact that there must be a rational relationship between the land that is subject to a district's mill levy and the improvements or services being funded.

E. Specific Purposes -Facilities and Services.

The Districts are authorized to provide the following facilities and services, both within and without the boundaries of the Districts as may be necessary:

1. Water. The retention of water rights and accounting activities related to water usage. The Districts shall not design, acquire, install, construct, finance, operate or maintain any water system, water well or water treatment or storage works or facilities. It is anticipated that the Districts will deed the water rights to the respective property owners upon the sale of each lot. The Districts will maintain responsibility for reporting all meter results to the Ground Water Commission. The Districts do not intend to join the El Paso County Water Authority following formation.

2. Storm Drainage. The design, acquisition, installation, construction, financing, operation, and maintenance of storm sewers, flood and surface drainage improvements including but not limited to, culverts, dams, retaining walls, access ways inlets, detention ponds and paving, roadside swales and curb and gutter, and all necessary or proper equipment and appurtenances incident thereto, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems. The Districts shall not design, acquire, install, construct, finance, operate or maintain any sewer treatment or disposal works or facilities.

3. Street Improvements, Transportation and Safety Protection. The design, acquisition, installation, construction, financing, operation, and maintenance of street and roadway improvements, including but not limited to curbs, gutters, culverts, storm sewers and other drainage facilities, detention ponds, retaining walls and appurtenances, as well as sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, undergrounding of public utilities, snow removal equipment, or tunnels and other street improvements, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities.

The design, acquisition, installation, construction, financing, operation, and maintenance of traffic and safety protection facilities and services through traffic and safety controls and devices on arterial streets and highways, as well as other facilities and improvements including but not limited to, signalization at intersections, traffic signs, area identification signs, directional assistance, and driver information signs, together with all necessary, incidental, and appurtenant facilities, land easements, together with extensions of and improvements to said facilities.

The design, acquisition, installation, construction, financing, operation, and maintenance of public transportation system improvements, including, but not limited to, transportation equipment, park and ride facilities and parking lots, parking structures, roofs, covers, and facilities, including structures for repair, operations and maintenance of such facilities, together with all necessary, incidental, and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said public improvements.

4. Parks and Recreation. The design, acquisition, installation, construction, financing, operation, and maintenance of public park and recreation facilities or programs including, but not limited to, grading, soil preparation, sprinkler systems, playgrounds, playfields, bike and hiking trails, pedestrian trails, pedestrian bridges, picnic areas, swimming pools, basketball courts, fitness centers, resident clubhouse facilities, volleyball courts, common area landscaping and weed control, outdoor lighting of all types, community events, and other facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

The Districts shall not have the authority to apply for or utilize any Conservation Trust ("Lottery") funds without the express prior consent of the Board of County Commissioners. The Districts shall have the authority to apply for and receive any other grant funds, including, but not limited to, Great Outdoors Colorado (GOCO) discretionary grants. Such approval, although required, is not considered to be a material modification which would require the need to revise this Service Plan.

5. Mosquito Control. Provide for the eradication and control of mosquitoes, including but not limited to elimination or treatment of breeding grounds and purchase, lease, contracting or other use of equipment or supplies for mosquito control.

6. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an Intergovernmental Agreement with the Falcon Fire Protection District. The authority to plan for, design, acquire, construct, install, relocate, redevelop, or finance fire hydrants and related improvements installed as part of any water system shall not be limited by this provision.

7. Television Relay and Translation. The design, acquisition, construction, completion, installation, financing, and/or operation and maintenance of television relay and translator facilities, including but not limited to cable television and related communication facilities, satellite television facilities, Internet and other telecommunication facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary

extensions of and improvements to said facilities.

8. Covenant Enforcement and Design Review. The Districts shall have the power to provide covenant enforcement and design review services within the Districts if the Districts and the governing body of a master association or similar body contract for such services, or if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the Districts name the Districts as the enforcement or design review entity. The Districts shall have the power to provide covenant enforcement and design review services only if revenues used to provide such services are derived from the area in which the service is furnished.

The covenant enforcement and design review services will be coordinated through District No. 1 on behalf of all of the Districts pursuant to an agreement to be executed by the Districts.

No Homeowners Association will be created.

9. Security Services. The Districts shall have the power to furnish security services for any area within the Districts' Boundaries. Prior to furnishing any security services, the Districts shall provide written notification to, consult with, and obtain the prior written consent of the city's chief of police and any applicable master association or similar body having authority in its charter or declaration to furnish security services within the Districts' Boundaries.

F. Other Powers.

1. Amendments. The Districts shall have the power to amend this Service Plan as needed, subject to appropriate statutory procedures as set forth in Section 32-1-207, C.R.S.;

2. Authority to Modify Implementation of Financing Plan and Public Infrastructure. Without amending this Service Plan, the Districts may defer, forego, reschedule or restructure the financing and construction of certain improvements and facilities, to better accommodate the pace of growth, resources availability, and potential inclusions of property within the Districts.

G. Other Statutory Powers.

The Districts may exercise such powers as are expressly or impliedly granted by Colorado law, if not otherwise limited by the Service Plan or its conditions of approval.

H. Eminent Domain.

The Districts may exercise the power of eminent domain or dominant eminent domain only as necessary to further the clear public purposes of the Districts.

The power of eminent domain and/or dominant eminent domain shall be limited to the acquisition of property that the applicable District intends to own, control or maintain by the

applicable District or other governmental entity and is for the material use or benefit of the general public. The term "material use or benefit for the general public" shall not include the acquisition of property for the furtherance of an economic development plan, nor shall it include as a purpose an intent to convey such property or to make such property available to a private entity for economic development purposes. The phrase "furtherance of an economic development plan" does not include condemnation of property to facilitate public infrastructure that is necessary for the development of the Project.

I. Intergovernmental Agreements (IGAs).

The Districts are authorized to enter into IGAs to the extent permissible by law. As of the date of approval of this Service Plan, one or more IGAs are expected to be entered into between and/or among the Districts.

J. Description of Proposed Boundaries and Service Area.

1. Initial District Boundaries. A vicinity map showing the general location of the area that may be served by the Districts is included as Exhibit A.1. A map of the combined area of the Initial District Boundaries is included at Exhibit A.2, with a legal description and map of each individual District found at Exhibit A.3.

2. Additional Inclusion Areas/Boundary Adjustments. Additional inclusion areas are not anticipated outside of the combined area of the Initial District Boundaries. In order to accommodate the needs of Project phasing and other contingencies, the boundaries of the Districts may be adjusted via the inclusion or exclusion of property within the combined area of the Initial District Boundaries as shown on Exhibit A.2 in accordance with the applicable provisions of the Special District Act.

3. Extraterritorial Service Areas. The Districts do not anticipate providing services to areas outside of the Initial District Boundaries.

4. Analysis of Alternatives. The establishment of District No. 1 as the Control District, which is anticipated to coordinate the financing and construction of the Public Improvements, and the establishment of District No. 2, District No. 3 and District No. 4 as the Financing Districts, which will generate the majority of the tax revenue sufficient to pay the costs of the Public Improvements, will create several benefits for the inhabitants of the development and the County. In general, those benefits are: (a) coordinated administration of the design, acquisition, installation, construction, financing, operations, and/or maintenance of Public Improvements, and delivery of those public improvements in a timely manner; (b) maintenance of reasonably uniform mill levies and reasonable tax burdens on all areas of the Districts through proper management of the financing and operation of Public Improvements; and (c) assurance that Public Improvements required by the County are designed, acquired, installed, constructed, financed, operated, and/or maintained in a timely and cost effective manner by which to protect residents, bondholders, and the County from the risk of development.

5. Material Modifications/Service Plan Amendment. Material modifications of

this Service Plan shall, at a minimum, trigger the need for prior approval of the Board of County Commissioners at an advertised public hearing and may require a need for a complete re-submittal of an amended Service Plan along with a hearing before the County's planning commission. For the purpose of this Service Plan the following changes shall be considered material modifications:

a. Any change in the basic services provided by the Districts, including the addition of any types of services not authorized by this Service Plan.

b. Any other matter which is now, or may in the future, be described as a material modification by the Special District Act.

c. Imposition of a mill levy in excess of any of the Maximum Mill Levies as authorized in this approved Service Plan.

d. Issuance of Debt in excess of the Maximum Debt Authorization authorized in this Service Plan

e. Issuance of any Debt with a maturity period of greater than thirty years, from the date of issuance of such Debt.

f. Creation of any sub-districts as contemplated in the Special District Act.

g. Inclusion into any District of any property over five miles from the combined area of the Initial District Boundaries and the property described in Exhibit A.3 unless explicitly contemplated in this Service Plan.

#### **IV. DEVELOPMENT ANALYSIS**

##### **A. Existing Developed Conditions.**

The property located within the Project is currently undeveloped.

##### **B. Total Development at Project Buildout.**

At complete Project build-out, development within the Districts is planned to consist of 143 single family residential lots and 30,000 square feet of commercial property. The prices of homes in the Project are expected to average between \$600,000.00 and \$1,200,000.00 in year 2019 dollars. The total estimated population of the Districts upon completion of development is 358.

##### **C. Development Phasing and Absorption.**

Absorption of the Project is projected to take 7 years, beginning in 2020 and ending in 2026 and is further described in the Development Summary Table found at Exhibit B.

D. Status of Underlying Land Use Approvals.

Entitlements consisting of rezoning 350 acres to RR 2.5 (2.5-acre minimum lot size, rural residential), rezoning 7 acres to Commercial Community, and Preliminary Plan for all 767 acres Rural Residential and Neighborhood commercial development has been submitted to El Paso County. Anticipated approval is June, 2019.

The approval of the Districts' Service Plan and the Preliminary Plan is a condition precedent to the purchase and closing of the land by the Developer.

V. INFRASTRUCTURE SUMMARY

Attached as Exhibit C is summary of the estimated costs of Public Improvements which are anticipated to be required within these Districts. A general description of the categories of Public Improvements is included in Section III.D. of this Service Plan. The total costs of the Public Improvements are estimated to be approximately \$7.8 million, in year 2019 dollars. It is estimated that one or more of the Districts will finance approximately 100% of this estimated amount, but the amount ultimately financed by the Districts will be subject to the Maximum Authorized Debt limit.

All Public Improvements will be designed and constructed in accordance with the standards of the governmental entity to which such Public Improvements will be dedicated (including, with respect to storm sewer and drainage facilities, the applicable NPDES standards), and otherwise in accordance with applicable El Paso County standards. The composition of specific Public Improvements will be determined in connection with applicable future land use and development approvals required by El Paso County rules and regulations.

VI. FINANCIAL PLAN SUMMARY.

A. Financial Plan Assumptions and Debt Capacity Model.

Attached at Exhibit D is a summary of development assumptions, projected assessed valuation, description of revenue sources (including applicable mill levies and fees) and expenses for both operations and debt service, and an overall debt capacity model associated with projected future development of the Project. The model demonstrates that the Districts are capable of providing sufficient and economic service within the Project, and that the Districts have or will have the financial ability to discharge the Districts' Debt on a reasonable basis. The financial model attached as Exhibit D is an example of the manner in which the Districts may finance the Public Improvements. The specific structure for financing the Public Improvements shall be determined in the discretion of the Boards of Directors of the Districts, subject to the limitations set forth in this Service Plan.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's combined operating budget is estimated to be \$40,000 which is anticipated to be derived from property taxes and other revenues as described

in Exhibit D.

B. Maximum Authorized Debt.

The Districts are authorized to issue Debt up to \$20,000,000 in principal amount (total combined for all Districts). This amount is larger than the estimated cost of the Public Improvements to allow for inflation, contingencies, and unanticipated changes from the date of approval of this Service Plan.

C. Maximum Mill Levies.

1. Maximum Debt Service Mill Levy. The Maximum Debt Service Mill Levy shall be 55.277 Mills, subject to Gallagher Adjustment. The Maximum Debt Service Mill Levy exceeds 50.000 mills due to addition of 5.277 Mills as a Gallagher Adjustment to the 50.000 Mills limit for Debt Service included in the County's last amended Special District Policies. The County's last amended Special District Policies which set the Debt Mill Levy at 50.000 Mills predate the recent changes to the residential assessment rate, as such, the retroactive Gallagher Adjustment is proposed to account for these recent changes. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

2. Maximum Operational Mill Levy. The Maximum Operational Mill Levy Cap for each District shall be 10.000 Mills, subject to Gallagher Adjustment.

3. Maximum Special Purpose Mill Levy. The Maximum Special Purpose Mill Levy for each District is 5.000 Mills, subject to Gallagher Adjustment, for covenant enforcement and design review and/or maintenance of common facilities since no Homeowners Association will be created.

4. Maximum Combined Mill Levy. The Maximum Combined Mill Levy for each District is 70.277 Mills, subject to Gallagher Adjustment, which exceeds 60.000 Mills due to the addition of (1) 5.277 Mills for Debt Service as a Gallagher Adjustment to the 50.000 Mills for Debt Service included in the County's last amended Special District Policies and (2) the Special Purpose Mill Levy of 5.000 Mills for covenant enforcement and design review and/or maintenance of common facilities since there is no Homeowners Association.

Increases to or removal of any of the Maximum Mill Levies shall be subject to Board of County Commissioner approval without the need for a formal Service Plan Amendment (unless the Board otherwise requires).

D. Maximum Maturity Period For Debt.

The period of maturity for issuance of any Debt (but not including Developer Funding Agreements) shall be limited to no more than thirty years without express, prior approval of the Board of County Commissioners. Such approval, although required, is not considered to be a Material Modification of the Service Plan which would trigger the need to amend said Service Plan.

However, the Districts are specifically authorized to refund or restructure existing Debt so long as the period of maturity for the refunding or restructured Debt is no greater than thirty (30) years from the date of the issuance thereof.

E. Developer Funding Agreements.

The Developer does intend to enter into Developer Funding Agreements with the Districts in addition to recovery of the eligible costs associated with creation of the Districts. It is anticipated that in the formative years the Districts will have shortfalls in funding its capital costs and monthly operations and maintenance expenses. The Developer may fund these obligations for the Districts to promote the Project's development subject to the Developer being repaid from future District revenues.

Developer Funding Agreements may allow for the earning of simple interest thereon, but under no circumstances shall any such agreement permit the compounding of interest. The Developer Funding Agreements may permit an interest rate that does not exceed the prime interest rate plus two points thereon.

The maximum term for repayment of a Developer Funding Agreement shall be twenty years from the date the District entering into such agreement becomes obligated to repay the Developer Funding Agreement under the associated contractual obligation. For the purpose of this provision, Developer Funding Agreements are considered repaid once the obligations are fully paid in cash or when converted to bonded indebtedness of the applicable District (including privately placed bonds). Any extension of such term is considered a Material Modification and must be approved by the Board of County Commissioners.

Required disclosure notices shall clearly identify the potential for the Districts to enter into obligations associated with Developer Funding Agreements.

F. Privately Placed Debt Limitation.

Prior to the issuance of any privately placed Debt, the District proposing such issuance shall obtain the certification of an External Financial Advisor substantially as follows: We are [I am] an External Financial Advisor within the meaning of this Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

G. Revenue Obligations. The Districts shall also be permitted to issue Revenue Obligations in such amount as the Districts may determine. Amounts issued as Revenue Obligations are not subject to the Maximum Debt Authorization.

**VII. OVERLAPPING TAXING ENTITIES, NEIGHBORING JURISDICTIONS**

A. Overlapping Taxing Entities.

The directly overlapping taxing entities and their respective year 2018 mill levies are as follows:

El Paso County	8.068
El Paso County School District 49	43.044
Pikes Peak Library District	4.000
Falcon Fire Protection District	14.886
Kiowa Conservation	0.000

Total Existing Mill Levy: 69.998

The total mill levy including the initially proposed District's mill levy is 140.275 mills.

B. Neighboring Jurisdictions.

The following additional taxing and or service providing entities include territory within three miles of the Initial District Boundaries.

- Academy School District No. 20
- Black Forest Fire Protection District
- Elbert Fire Protection District
- Lewis-Palmer School District No. 38
- Peyton Fire Protection District
- Peyton School District No. 23
- The Sanctuary Metropolitan District
- Upper Black Squirrel Creek Ground Water Management District

**VIII. DISSOLUTION**

A. Dissolution. Upon an independent determination of the Board of County Commissioners that the purposes for which a particular District was created have been accomplished, such District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

B. Administrative Dissolution. The Districts shall be subject to administrative dissolution by the Division of Local Government as set forth in Section 32-1-710, C.R.S.

**IX. COMPLIANCE**

A. An Annual Report and Disclosure Form will be required and submitted as described in Section 32-1-207(3)(d), C.R.S. and as further articulated by Board of County Commissioners Resolution No. 07-273 (a single report may be issued for all the Districts).

B. Material Modifications of this Service Plan shall be subject to the provisions contained in Section 32-1-207, C.R.S., relating to approvals and notices thereof.

**X. MISCELLANEOUS.**

The following is additional information to further explain the functions of the Districts:

A. Special District Act.

The contemplated municipal services are under the jurisdiction of the Special District Act and not the Public Utilities Commission.

B. Disclosure to Prospective Purchasers.

After formation of the Districts, and in conjunction with final platting of any properties within a particular District, the Developer shall prepare a notice acceptable to the Planning and Community Development Department Staff informing all purchasers of property within one or more of the Districts' existence, purpose and debt, taxing, and other revenue-raising powers and limitations. Such notice obligation shall be deemed satisfied by recording the notice with this Service Plan and each final plat associated with the Project, or by such other means as the Planning and Community Development Department approves. Such notice shall be modified to address the potential for future Debt issuance which may be required to meet the obligations associated with loans incurred by the District. Additionally, the notice shall disclose the limited representation elements associated with the Control District/Financing District structure. In conjunction with subsequent plat recordings, Planning and Community Development Department staff is authorized to administratively approve updates of the disclosure form to reflect current information.

C. Local Improvements.

Prior to the financing of Local Public Improvements, and if required by County policy uniformly applied, agreements shall be in place to prevent a loss of sales tax revenue from sales of construction materials that would otherwise accrue to the County.

D. Service Plan not a Contract.

The grant of authority contained in this Service Plan does not constitute the

agreement or binding commitment of the Districts enforceable by third parties to undertake the activities described, or to undertake such activities exactly as described.

E. Land Use and Development Approvals.

Approval of this Service Plan does not imply approval of the development of a specific area within the Project, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto. All such land use and development approvals shall be processed and obtained in accordance with applicable El Paso County rules, regulations and policies.

F. Citizens Advisory Council.

If required at a subsequent date by the Board of County Commissioners, the Districts shall cooperate with the County in the formation of a Citizens' Advisory Council appointed by the Board of County Commissioners consisting of five eligible electors within the legal boundaries of the Financing Districts. Council membership shall be open to otherwise eligible electors of any of the Financing Districts. Meetings will be held at times and in locations convenient to the Council members, and such meetings and the Council's functions shall be supported by the Financing Districts, subject to applicable law. Formation of a Council shall not be required until there are at least one hundred dwelling units constructed within the Financing Districts. Continuance of the Council shall be at the sole discretion of the Board of County Commissioners, and in the event of insufficient interest in Council membership, appropriate justification presented by the Board of Directors of one or more of the Districts, or for any other reason, the Board of County Commissioners, at its sole discretion, shall have the right to eliminate the requirement to have the Council at any time.

**XI. CONCLUSION**

It is submitted that this Service Plan for the Districts establishes that:

- A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
- B. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;
- C. The proposed Districts are capable of providing economical and sufficient service to the Project;
- D. The area to be included in the proposed Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- E. Adequate service is not, and will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts,

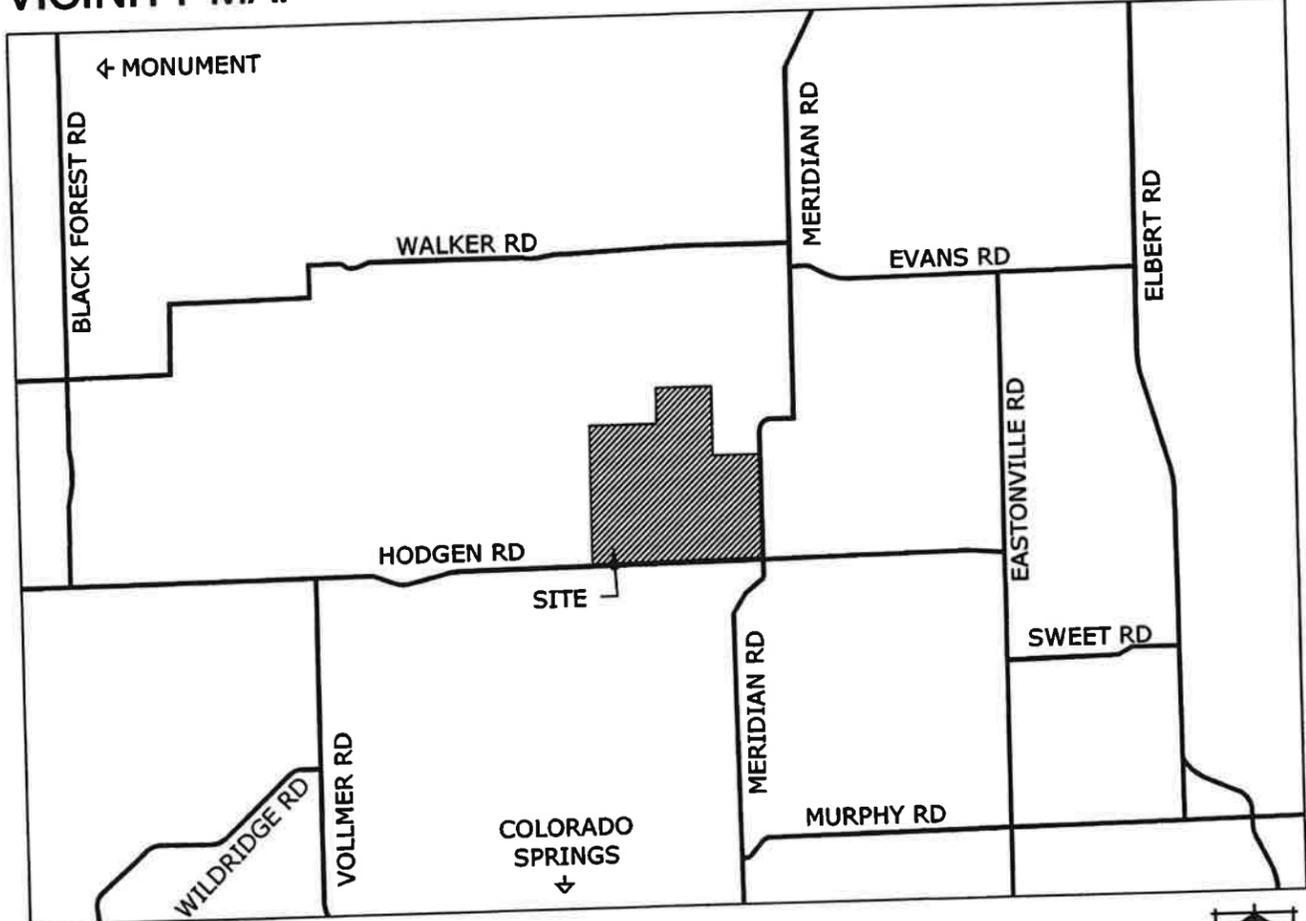
within a reasonable time and on a comparable basis;

F. The facility and service standards of the proposed Districts are compatible with the facility and service standards of the County;

G. The proposal is in substantial compliance with the County master plan.

H. The creation of the proposed Districts is in the best interests of the area proposed to be served.

# VICINITY MAP



NORTH  
Not to Scale

**EXHIBIT A**  
**MAPS AND LEGAL DESCRIPTIONS**

**EXHIBIT A-1**

**VICINITY MAP**

**EXHIBIT A-2**  
**MAP AND LEGAL DESCRIPTION OF COMBINED AREA**  
**OF**  
**INITIALLY INCLUDED PROPERTY**



**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT OVERALL

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,708.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 789.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,819.38 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 1124.60 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5238.67 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'27"E ON THE WEST LINE OF SOUTHWEST QUARTER A DISTANCE OF 2586.92 FEET TO THE POINT OF BEGINNING.

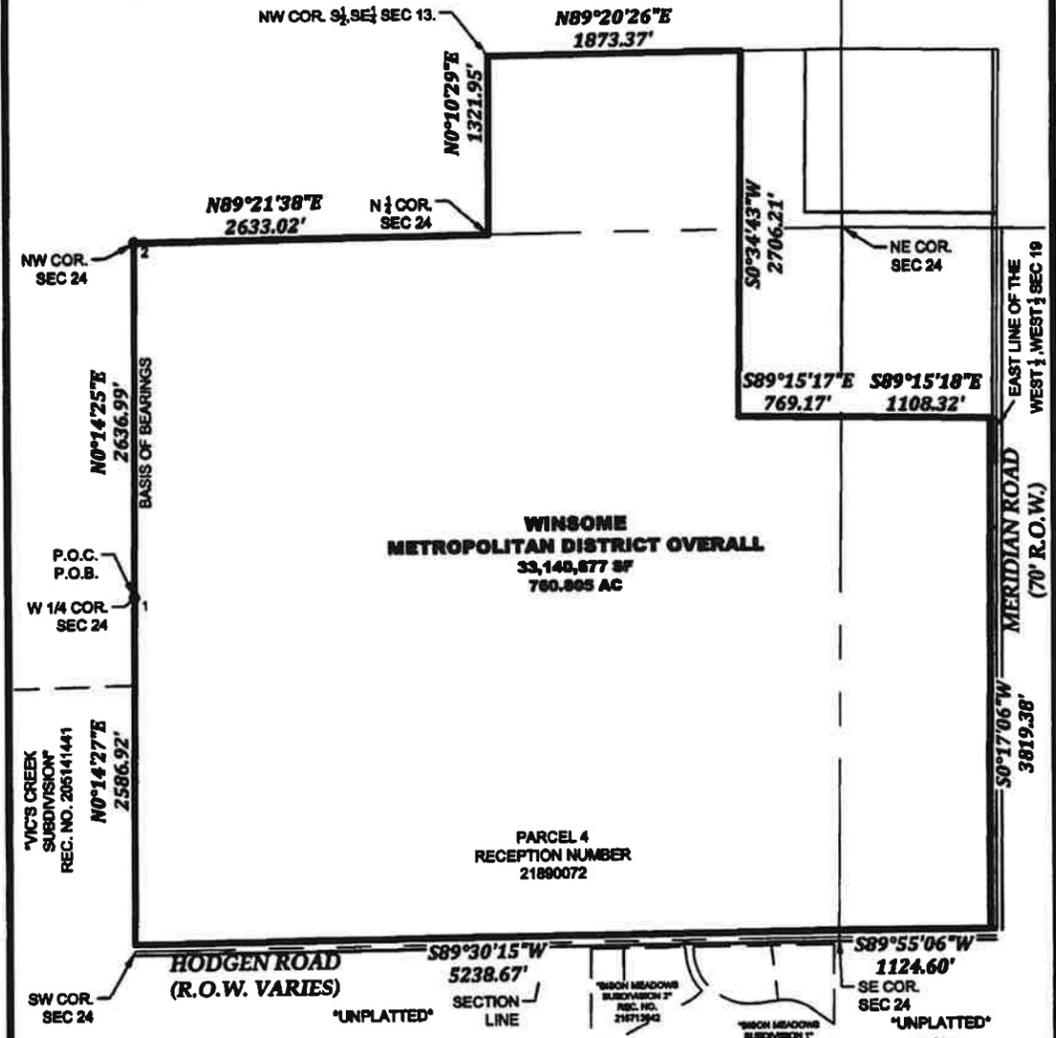
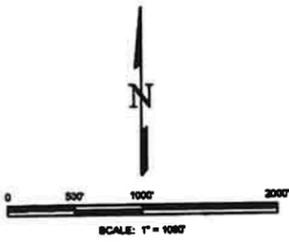
CONTAINING A CALCULATED AREA OF 33,140,667 SQUARE FEET OR 760.805 ACRES.

**LEGAL DESCRIPTION STATEMENT**

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 33196  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



**WINSOME METROPOLITAN DISTRICT OVERALL**  
 33,148,677 SF  
 760.985 AC

**PARCEL 4**  
 RECEPTION NUMBER  
 21890072

**HODGEN ROAD**  
 (R.O.W. VARIES)



- LEGEND:**
- <sub>1</sub> FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
  - <sub>2</sub> FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCING
  - (R) RADIAL BEARING

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



**EDWARD-JAMES SURVEYING, INC.**  
 926 Elkton Dr. Colorado Springs, CO 80907 (719) 576-1216 02-18-2019  
 4732 Eagle Ridge Circle Pueblo, CO 81008 (719) 545-6240 JOB NO. 1858-08 SHEET 3 OF 3

**EXHIBIT A-3**

**MAPS AND LEGAL DESCRIPTIONS OF INDIVIDUAL DISTRICTS**



**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 1

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E, A DISTANCE OF 2636.99 FEET AS SHOWN ON THE LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S74°24'07"E, A DISTANCE OF 2,611.23 FEET TO THE POINT OF BEGINNING; THENCE N07°37'26"W, A DISTANCE OF 744.98 FEET; THENCE N87°02'56"E, A DISTANCE OF 520.71 FEET; THENCE S45°35'12"E, A DISTANCE OF 506.11 FEET TO A POINT ON CURVE; THENCE ON AN ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N45°12'15"W, HAVING A DELTA OF 34°59'57", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 897.95 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

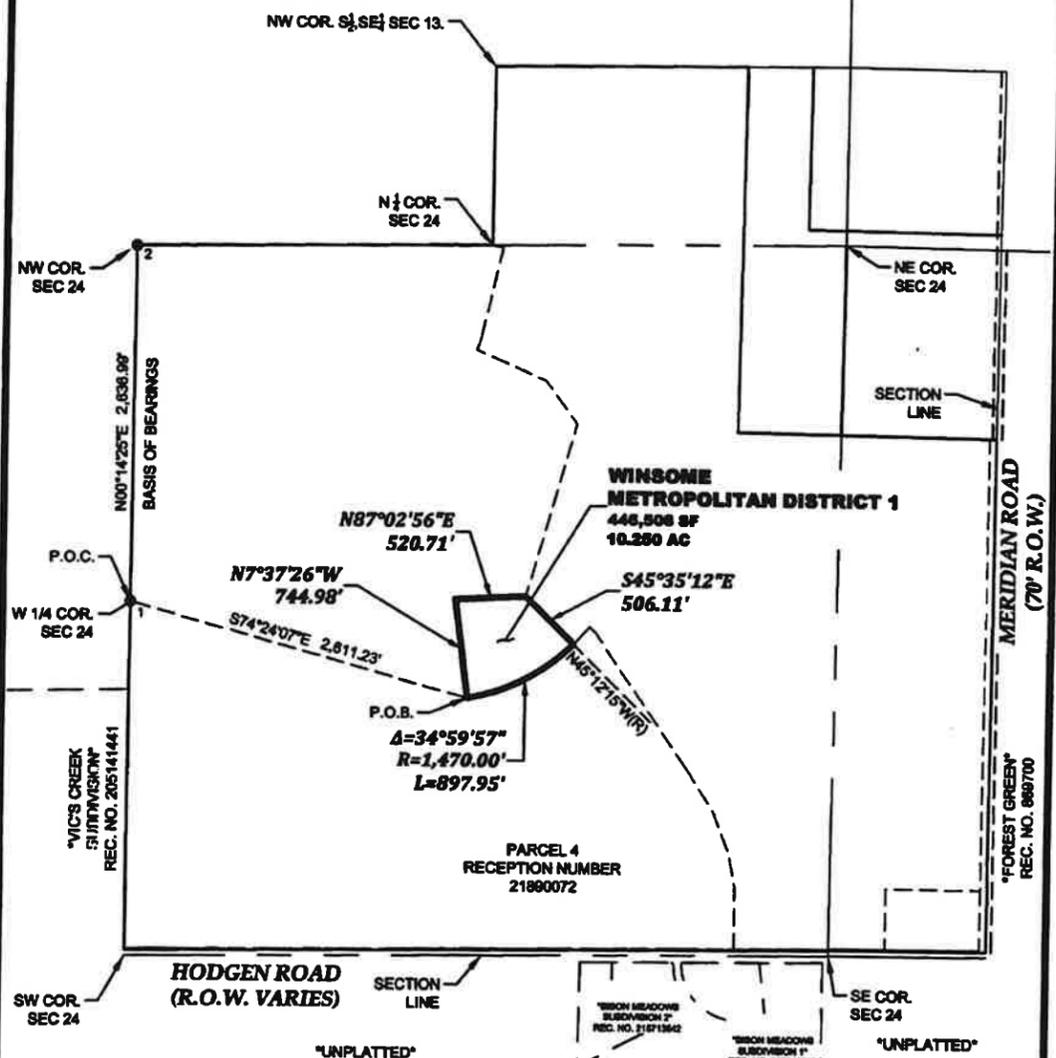
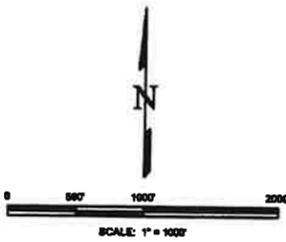
CONTAINING A CALCULATED AREA OF 446,508 SQUARE FEET OR 10.250 ACRES.

**LEGAL DESCRIPTION STATEMENT**

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 33196  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



- LEGEND:**
- <sub>1</sub> FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
  - <sub>2</sub> FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCING
  - (R) RADIAL BEARING



**EDWARD-JAMES SURVEYING, INC.**  
 926 Elton Dr. Colorado Springs, CO 80907 (719) 576-1216 82-21-2019  
 4732 Eagleridge Circle Pueblo, CO 81008 (719) 545-6240 JOB NO. 1858-00 SHEET 2 OF 2

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



**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 2

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2,633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE S77°27'27"E, A DISTANCE OF 83.93 FEET; THENCE S12°32'33"W, A DISTANCE OF 660.48 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 11°18'37", A RADIUS OF 580.00 FEET A DISTANCE OF 114.49 FEET TO A POINT ON CURVE; THENCE S66°25'49"E, A DISTANCE OF 564.35 FEET; THENCE S36°40'47"E, A DISTANCE OF 395.11 FEET; THENCE S15°45'23"W, A DISTANCE OF 1,339.56 FEET; THENCE S87°02'56"W, A DISTANCE OF 520.71 FEET; THENCE S07°37'26"E, A DISTANCE OF 744.98 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N10°12'18"W, HAVING A DELTA OF 37°58'09", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 974.15 FEET TO A POINT OF TANGENT; THENCE N41°49'33"E, A DISTANCE OF 100.05 FEET; THENCE S48°10'27"E, A DISTANCE OF 60.00 FEET; THENCE S34°15'42"E, A DISTANCE OF 1,175.97 FEET; THENCE S34°16'51"E, A DISTANCE OF 60.19 FEET; THENCE S32°53'11"E, A DISTANCE OF 363.18 FEET; THENCE S21°16'12"E, A DISTANCE OF 333.95 FEET; THENCE S10°21'26"E, A DISTANCE OF 247.31 FEET; THENCE S00°34'30"E, A DISTANCE OF 465.43 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4,535.92 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N00°14'27"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072 A DISTANCE OF 2586.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 17,870,649 SQUARE FEET OR 410.254 ACRES.

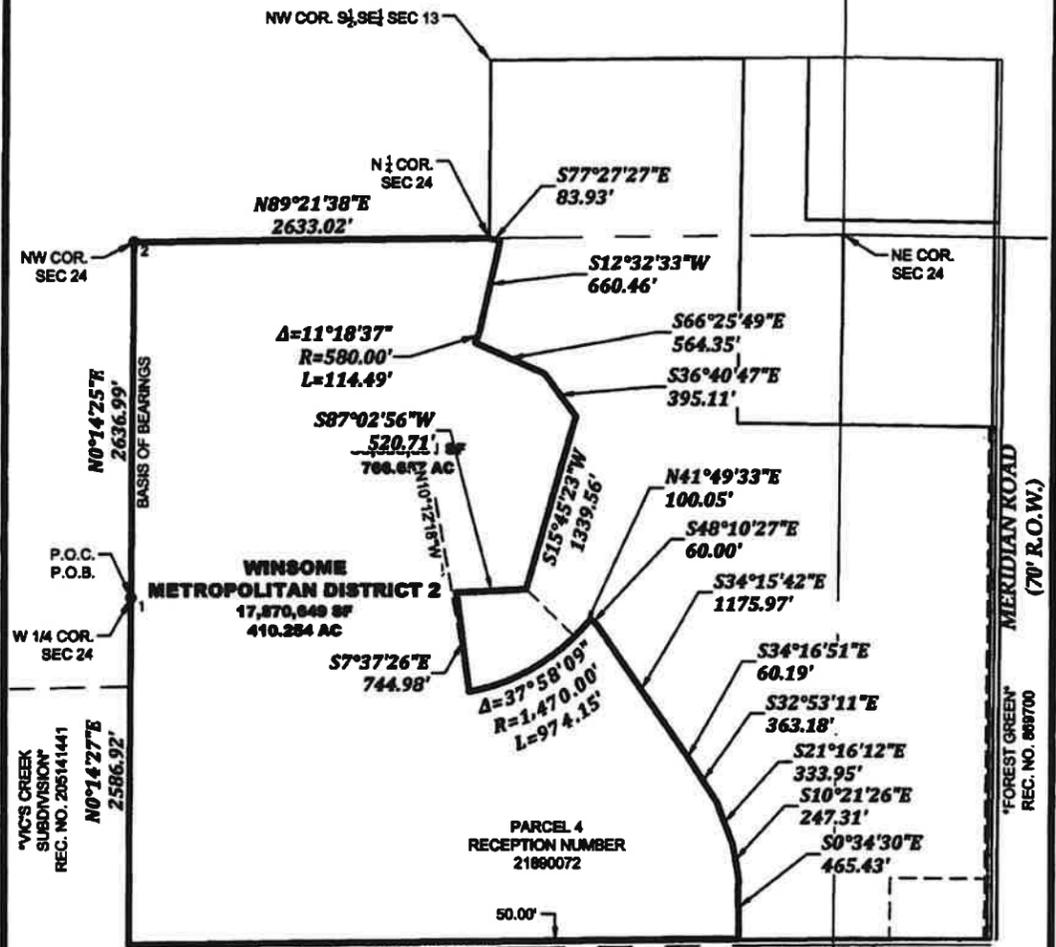
**LEGAL DESCRIPTION STATEMENT**

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



---

JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 33196  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



SW COR. SEC 24  
HODGEN ROAD (R.O.W. VARIES) S89°30'15"W 4535.92'  
SECTION LINE  
"UNPLATTED"  
SE COR. SEC 24  
"BISON MEADOWS SUBDIVISION 2" REC. NO. 215713842  
"BISON MEADOWS SUBDIVISION 1" REC. NO. 207712978  
88°31'18"W 1,808.73'

- LEGEND:**
- 1 FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28866"
  - 2 FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
- P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCING  
(R) RADIAL BEARING



**EDWARD-JAMES SURVEYING, INC.**  
926 Elkton Dr. 4732 Engleridge Circle  
Colorado Springs, CO 80907 Pueblo, CO 81008  
(719) 576-1216 (719) 545-6240  
02-18-2019 JOB NO. 1888-00  
SHEET 3 OF 3

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



**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 3

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24 RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E, ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,378.65 FEET; THENCE N89°31'37"W, A DISTANCE OF 706.62 FEET; THENCE S00°17'14"W, A DISTANCE OF 447.57 FEET; TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 417.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 702.75 FEET; THENCE N00°34'30"W, A DISTANCE OF 465.43 FEET; THENCE N10°21'26"W, A DISTANCE OF 247.31 FEET; THENCE N21°16'12"W, A DISTANCE OF 333.95 FEET; THENCE N32°53'11"W, A DISTANCE OF 363.18 FEET; THENCE N34°16'51"W, A DISTANCE OF 60.19 FEET; THENCE N34°15'42"W, A DISTANCE OF 1,175.97 FEET; THENCE N48°10'27"W, A DISTANCE OF 60.00 FEET; THENCE S41°49'33"W; A DISTANCE OF 100.05 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 02°58'12", A RADIUS OF 1,470.00; FEET, A DISTANCE OF 76.20 FEET TO A POINT ON CURVE; THENCE N45°35'12"W, A DISTANCE OF 506.11 FEET; THENCE N15°45'23"E, A DISTANCE OF

1,339.56 FEET; THENCE N36°40'47"W, A DISTANCE OF 395.11 FEET; THENCE N66°25'49"W, A DISTANCE OF 564.35 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N66°08'50"W, HAVING A DELTA OF 11°18'37"W, A RADIUS OF 580.00 FEET, A DISTANCE OF 114.49 FEET TO A POINT OF TANGENT; THENCE N12°32'33"E, A DISTANCE OF 660.46 FEET; THENCE N77°27'27"W, A DISTANCE OF 83.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,509,671 SQUARE FEET OR 333.096 ACRES.

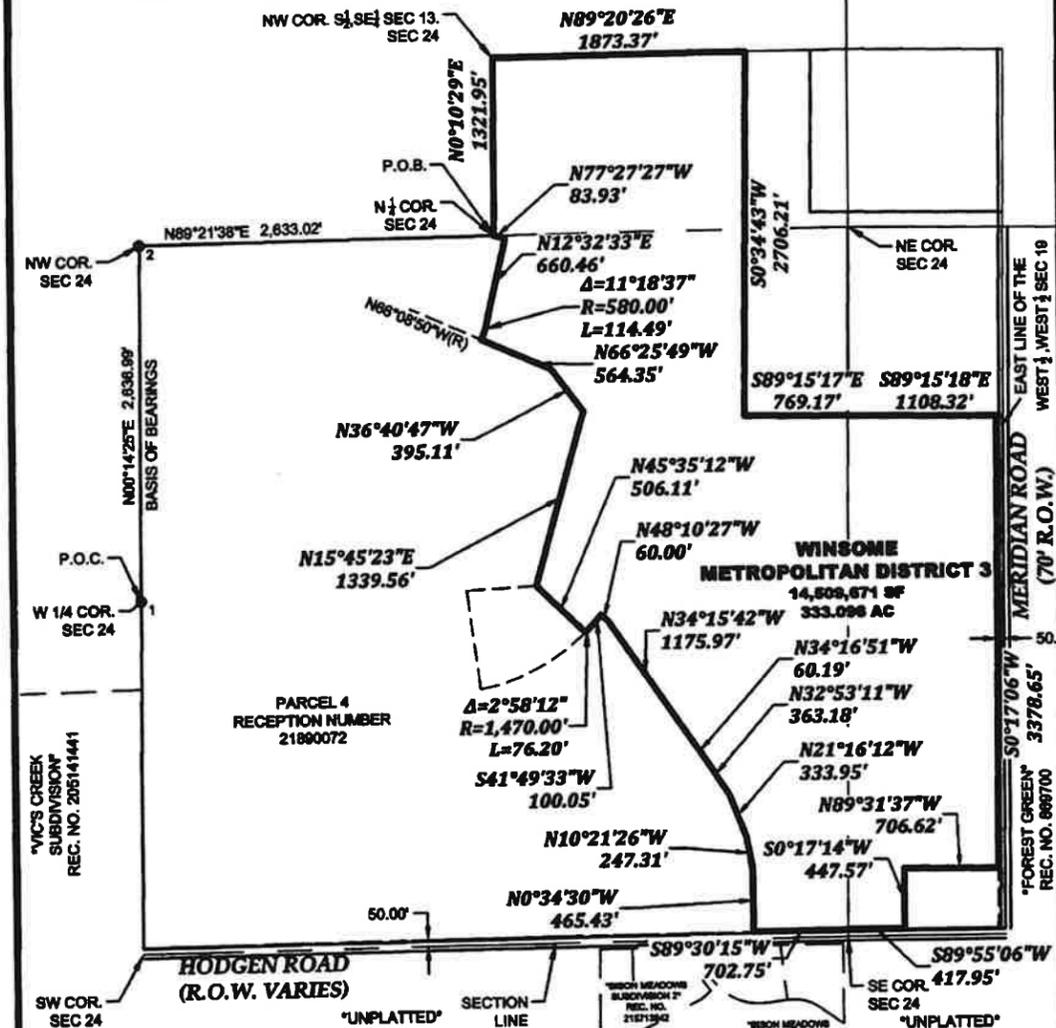
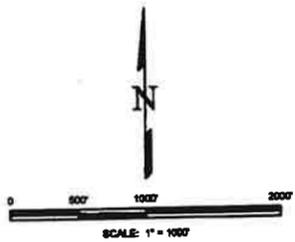
**LEGAL DESCRIPTION STATEMENT**

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*Jonathan W. Tessin*

JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 33196  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



PARCEL 4  
RECEPTION NUMBER  
21890072

WINSOME  
METROPOLITAN DISTRICT 3  
14,808,871 SF  
333.098 AC

- LEGEND:**
- 1 FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
  - 2 FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCING
  - (R) RADIAL BEARING



**EDWARD-JAMES SURVEYING, INC.**  
 926 E Ikon Dr. 4732 Engleridge Circle  
 Colorado Springs, CO 80907 Pueblo, CO 81008  
 (719) 576-1215 (719) 545-6240  
 02-19-2019 JOB NO. 1888-00  
 SHEET 3 OF 3

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



**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 4

A TRACT OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11, SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S68°12'21"E A DISTANCE OF 6,841.18 FEET TO A POINT THAT IS 10.00 FEET NORTH OF AND 50.00 FEET WEST OF THE SOUTHEAST CORNER OF PARCEL 4 AS RECORDED UNDER RECEPTION NUMBER 218900072 SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°55'06"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN FOR A DISTANCE OF 706.65 FEET; THENCE N00°17'14"E A DISTANCE OF 447.57 FEET; THENCE S89°31'37"E A DISTANCE OF 706.62 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W ON A LINE 50.00 FEET FROM AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SECTION A DISTANCE OF 440.73 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 313,849 SQUARE FEET OR 7.205 ACRES.

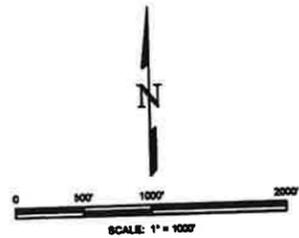
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COLORADO PLS NO. 33196  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



NW COR.  $\frac{3}{4}$  SEC 13.  
SEC 24

"UNPLATTED"

NW COR.  
SEC 24

N  $\frac{1}{4}$  COR.  
SEC 24

NE COR.  
SEC 24

EAST LINE OF THE  
WEST  $\frac{1}{2}$  SEC 19  
"FOREST GREEN"  
REC. NO. 866700

MERIDIAN ROAD  
(70' R.O.W.)

P.O.C.

W  $\frac{1}{4}$  COR.  
SEC 24

**WINSOME  
METROPOLITAN DISTRICT 4**  
313,848 SF  
7.205 AC

S88°12'21"E 8,841.18'

S89°31'37"E  
706.62'

S0°17'06"W  
440.73'

PARCEL 4  
RECEPTION NUMBER  
21890072

N0°17'14"E  
447.57'

P.O.B.  
S89°55'06"W  
706.65'

SW COR.  
SEC 24  
FND 30' WC

**HODGEN ROAD**  
(R.O.W. VARIES)

SW COR.  
SEC 24

"UNPLATTED"

SECTION  
LINE

"BIRCH MEADOWS  
SUBDIVISION 2"  
REC. NO. 21571842

"BIRCH MEADOWS  
SUBDIVISION 1"  
REC. NO. 30775874

SE COR.  
SEC 24

**LEGEND:**

- 1 FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
- 2 FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- (R) RADIAL BEARING



**EDWARD-JAMES SURVEYING, INC.**  
926 Elton Dr. 4732 Eagleridge Circle  
Colorado Springs, CO 80907 Pueblo, CO 81008  
(719) 576-1216 (719) 545-6240  
02-19-2019 JOB NO. 1858-08  
SHEET 2 OF 2

THIS DRAWING DOES NOT REPRESENT A  
MONUMENTED LAND SURVEY AND IS ONLY  
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**EXHIBIT B**

**DEVELOPMENT SUMMARY**



## ProTerra Properties, LLC

1864 Woodmoor Dr. Suite 100  
Monument, CO 80132

### EXHIBIT B DEVELOPMENT SUMMARY

The Winsome development project consists of approximately 143 rural residential homes and 30,000 square feet of neighborhood commercial. The development is located at the intersection of Hodgen Road and Meridian Road in northeastern El Paso County, Colorado.

- A. **Existing Developed Conditions** - The property consists of approximately 767 acres of undeveloped land. The property was previously used for livestock, grazing and agricultural purposes. The property is mostly grasslands with rolling hills and trees along the northern and southern portions. W. Kiowa Creek, an ephemeral stream, bisects the property and flows from southwest to northeast.
- B. **Total Development at Project Buildout** - The proposed development includes 143 single family residential homes. The homesites will have two densities: the northern portion of the development is zoned RR-5 which has a 5-acre minimum lot size and the southern portion will have RR-2.5 which is a 2.5-acre minimum lot size. There will be 45 homes on 5-acre and larger lots encompassing 409 acres and 98 homes on 2.5-acre and larger lots totaling 350 acres. The residential portion of the development includes 148 acres of open space with an extensive gravel trail system for neighborhood enjoyment.

The price of homes at Winsome are estimated to range from \$600,000 to \$1.2 million in 2019 dollars. Using an average occupancy of 2.5 persons per home, we anticipate the population of the District to be approximately 358 neighbors.

The development includes approximately 7 acres of neighborhood serving commercial used to be zoned CC for Convenience Commercial. Portions of the commercial site is and will remain heavily treed with a required area serving stormwater detention pond and additional reservations for future water wells. A proposed maximum 30,000 square foot commercial building layout and related parking areas will encompass the remainder of the parcel. Possible future uses include a convenience store, restaurants and other neighborhood serving retail spaces.

Existing Hodgen Road must be widened in two location to allow eastbound left turn lanes into the development at Winsome Way and Early Light Drive. The existing intersection at Hodgen Road and Meridian Road has already been widened with right and left turn lanes and operates at level of service A.

- C. **Development Phasing and Absorption** – The development is anticipated to occur in phases. Entitlements for the overall Preliminary Plan and Phase 1 subdivision will occur in 2019. Development of Phase 1 site improvements will occur in 2020 with finished lots to begin closing in 2020. Average sales absorption is anticipated at 14 two and a half acre lots per year and an additional 12 five acre lots per year. At these rates, absorption will occur in 7 years with the last homesite being sold in 2026.

**D. Status of Underlying Land Use Approvals** – Three applications; rezone 350 acres to RR-2.5 rural residential, rezone 7 acres to CC commercial community, and preliminary plan for all 767 acres was submitted to El Paso County for concurrent review in 2018. Approval is anticipated in June of 2019. Phase 1 development will consist of 49 lots on approximately 185 acres will be submitted to El Paso County for review and approval in the second half of 2020. Construction of Phase 1 site improvements: roads, stormwater facilities and dry utilities, will occur from April through October of 2020. Lot sales will begin in 2020.

**EXHIBIT C**

**ESTIMATED INFRASTRUCTURE CAPITAL COSTS**

**Winsome Development Summary**  
 Public Improvements  
 Estimated on March 4, 2019

**Public Roads**

	District #2 (Phases 1 & 2)		District #3 (phases 3 & 4)		Total All Phases	
	Units	Total	Units	Total	Units	Total
Residential	14,150	\$2,122,500	13,650	\$2,047,500	27,800	\$4,170,000
Arterial	1,770	132,750	1,160	87,000	2,930	219,750
	15,920	2,255,250	14,810	2,134,500	30,730	4,389,750

**Storm Water Facilities**

Detention ponds	2	200,000	4	350,000	6	550,000
Culvert crossings	9	225,000	6	150,000	15	375,000
Bridges	1	500,000	1	500,000	2	1,000,000
		925,000		1,000,000		1,925,000

**Amenities & Other**

Cistern	1	90,000	0	0	1	90,000
Road Trail	6,000	72,000	1,100	13,200	7,100	85,200
Open Space Trail	11,540	230,800	2,500	50,000	14,040	280,800
Entrance Monument	2	100,000	2	100,000	4	200,000
		492,800		163,200		656,000

<b>Development Total</b>		3,673,050		3,297,700		6,970,750
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Contingency	5.0%	183,653		164,885		348,538
Construction Management Services	7.5%	275,479		247,328		522,806

<b>Total Public Improvements Costs</b>		<b>\$4,132,181</b>		<b>\$3,709,913</b>		<b>\$7,842,094</b>
--	--	--------------------	--	--------------------	--	--------------------

<b>Single Family Units/Per Unit</b>		<b>72</b>	<b>\$57,391</b>	<b>71</b>	<b>\$52,252</b>	<b>143</b>	<b>\$54,840</b>
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**EXHIBIT D**

**FINANCIAL PLAN SUMMARY**



June 4, 2019

Winsome Metropolitan District  
Attention: Jennifer Ivey  
Icenogle Seaver Pogue  
4725 South Monaco Street, Suite 360  
Denver, Colorado 80237

***RE: Proposed Winsome Metropolitan District***

We have analyzed the bonding capacity for the proposed Winsome Metropolitan District ("the District"). The analysis presented summarizes and presents information provided by the ProTerra Properties, LLC ("the Developer") and does not include independently verifying the accuracy of the information or assumptions.

Residential Plan Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2019 market values.

1. The development is intended to be all residential broken out into two product types. In all cases, it is assumed home prices will increase at a rate of 2% per annum prior to construction.
  - a. 98 total 2.5 acre lots which are projected to be completed at an average pace of 14 per year from 2020 through 2028. The average price is modeled at \$733,000.
  - b. 45 total 5.0 acre lots which are projected to be completed at an average pace of 12 per year from 2020 through 2025. The average price is modeled at \$936,000.
2. The combined total statutory actual market value is projected to be \$127,486,669. The assessed value is calculated by multiplying this by the current 7.2% residential assessment rate for a total of \$9,179,040 in projected assessed values value. It is assumed the levy would Gallagher adjust from the current 7.2% rate when/if the rate changes in the future.

Commercial Plan Assumptions

1. The development is comprised of 26,681 square feet of commercial property; all square feet will be completed in 2023. The base year price is modeled at \$120 per square foot with a 2% annual inflation rate.
2. The assessed value is calculated by taking the statutory actual value of \$3,534,958 and multiplying it by the 29% commercial assessment rate for a total of \$1,025,138 in projected assessed values.

### Bond Assumptions

1. The debt service mill levy target is 50 mills (with a cap of 50 mills) beginning in tax collection year 2021 but Gallagher adjusted to 55.277. The operations levy is shown as 10 mills starting in tax collection year 2019. Likewise, the covenant enforcement levy is shown as 5 mills starting in 2019.
2. The District is modeled to issue bonds in December 2021; senior bonds with a par of \$11,510,000 and an interest rate of 5.0%. At issuance, it is projected that the District will fund \$430,200 in costs of issuance, \$1,726,500.00 in capitalized interest, and \$1,037,000 in Surplus Funds from bond proceeds. The Underwriter's discount is modeled as 2% of par for senior bonds and would be 3% of par for subordinated bonds. The remaining \$8,316,300 is projected to be deposited to the District's project fund to reimburse the Developer for eligible expenses.
  - a. The Surplus Fund is sized to a maximum of \$2,302,000, which constitutes 20% of the 2021 senior bonds par amount.
  - b. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
  - c. It is projected that 98% of property taxes levied will be collected and available to the District.
  - d. It is projected that there will be a 6% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater, or conversely lower if the inflation rate is below 6%.

### Estimate of Potential Bonding Capacity

Total bonding capacity (par amount) based on the assumptions outlined, is projected to be approximately \$11,510,000.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Winsome Metropolitan District, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the District's Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

### Estimate of Revenue Projections

The debt service mill levy collection revenues total \$21,878,448 plus an additional \$1,312,707 in specific ownership taxes associated with the debt levy for a total of \$23,191,155.

The Operations mill levy collection revenues total \$3,957,966 plus an additional \$237,478 in specific ownership taxes associated with the Operations levy for a total of \$4,195,444.

The Covenant Enforcement mill levy collection revenues total \$1,978,983 plus an additional \$118,739 in specific ownership taxes associated with the Covenant Enforcement levy for a total of \$2,097,722.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

**D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS**



Sam Sharp

Managing Director, Public Finance





**WINSOME METROPOLITAN DISTRICT**  
 Development Projection at 55.277 (target) District MBs for Debt Service - SERVICE PLAN - 06/04/2019  
 Series 2021, G.O. Bonds, 100%, Non-Rated, 30-yr. Maturity

YEAR	Net Available for Debt Svc	Ser. 2021 \$11,816,800 Par Net Debt Service	Annual Surplus	Surplus Release @ to \$2,902,000	Cumulative Surplus* to \$2,902,000 Target	Debt/ Assessed Ratio	Debt/ Act'l Value Ratio	Cov. of Net DS: @ 55.277 Target	Cov. of Net DS: @ 55.277 Cap
2017									
2018									
2019					\$1,041,000	2051%	27%	0%	0%
2020		\$0	4,000		1,073,228	637%	18%	0%	0%
2021	\$4,000	0	32,228	0	1,177,043	316%	12%	0%	0%
2022	32,228	0	103,815	0	1,386,459	183%	10%	63%	63%
2023	103,815	0	209,417	0	1,172,023	143%	9%	81%	81%
2024	209,417	0	(214,436)	0	1,060,033	128%	8%	81%	90%
2025	361,064	575,500	(111,880)	0	996,865	111%	8%	90%	101%
2026	463,510	575,500	(60,388)	0	1,003,889	104%	8%	101%	100%
2027	515,132	575,500	4,224	0	1,006,140	97%	7%	100%	100%
2028	594,724	590,500	2,251	0	1,006,262	98%	7%	100%	100%
2029	632,001	629,750	122	0	1,006,634	90%	7%	100%	100%
2030	677,122	677,000	372	0	1,008,134	89%	7%	100%	101%
2031	677,122	678,750	1,500	0	1,012,384	82%	6%	101%	100%
2032	717,750	716,250	4,250	0	1,012,384	81%	6%	100%	100%
2033	717,750	713,500	4,250	0	1,012,698	75%	5%	100%	100%
2034	760,815	760,500	315	0	1,013,763	73%	5%	100%	100%
2035	760,815	759,750	1,065	0	1,016,726	68%	5%	100%	101%
2036	806,463	803,500	2,963	0	1,018,890	64%	5%	100%	100%
2037	806,463	804,500	1,963	0	1,023,791	58%	4%	100%	100%
2038	854,851	849,750	5,101	0	1,028,642	55%	4%	100%	100%
2039	854,851	852,000	2,851	0	1,029,535	49%	4%	100%	100%
2040	906,142	903,250	2,892	0	1,029,677	46%	3%	100%	100%
2041	906,142	906,000	142	0	1,032,088	40%	3%	100%	100%
2042	960,511	957,500	3,011	0	1,032,949	36%	3%	100%	101%
2043	960,511	980,250	281	0	1,034,590	31%	2%	100%	100%
2044	1,018,142	1,018,500	1,642	0	1,039,232	27%	2%	100%	100%
2045	1,018,142	1,013,500	4,642	0	1,039,462	21%	2%	100%	100%
2046	1,079,230	1,079,000	230	0	1,044,192	18%	1%	100%	100%
2047	1,079,230	1,074,500	4,730	0	1,044,926	11%	1%	100%	100%
2048	1,143,984	1,143,250	734	0	1,047,410	5%	0%	100%	100%
2049	1,143,984	1,141,500	2,484	0	1,047,532	0%	0%	100%	100%
2050	1,212,823	1,212,500	123	0	0				
2051	1,212,823	1,207,500	5,123	1,052,855	1,052,855				
	23,191,156	23,175,500	15,655	1,052,855					

[E:\s019 21rps]

[\*] Assumes \$1.037M Deposit @ Closing (tbd).

WINSOME METROPOLITAN DISTRICT  
 Operations Revenue and Expense Projection / Covenant Enforcement & Design Review



YEAR	Total Assessed Value	Opera's Mill Levy	Total Collections @ 35%	Specific Ownership Tax @ 6%	Total Available For O&M	Covenant Enforcement Mill Levy	Total Collections @ 35%	Specific Ownership Tax @ 6%	Total Available for Covenant Enforcement	Total Mills
2017										
2018										
2019	0	10,000	0	0	0	5,000	0	0	0	15,000
2020	0	10,000	0	0	0	5,000	0	0	0	15,000
2021	69,658	10,000	693	41	724	5,000	341	20	362	70,277
2022	581,252	10,000	5,500	330	5,830	5,000	2,750	165	2,915	70,277
2023	1,807,932	10,000	17,718	1,063	18,781	5,000	8,859	532	9,390	70,277
2024	3,648,996	10,000	35,741	2,144	37,885	5,000	17,870	1,072	18,942	70,277
2025	6,287,924	10,000	61,822	3,897	65,719	5,000	30,811	1,849	32,659	70,277
2026	8,072,029	10,000	79,106	4,746	83,852	5,000	39,553	2,373	41,926	70,277
2027	8,871,019	10,000	87,916	5,275	93,191	5,000	43,958	2,637	46,595	70,277
2028	10,357,122	10,000	101,500	6,090	107,590	5,000	50,750	3,045	53,795	70,277
2029	11,006,305	10,000	107,862	6,472	114,334	5,000	53,931	3,236	57,167	70,277
2030	11,792,087	10,000	115,562	6,934	122,496	5,000	57,781	3,467	61,248	70,277
2031	11,792,087	10,000	115,562	6,934	122,496	5,000	57,781	3,467	61,248	70,277
2032	12,499,613	10,000	122,496	7,350	129,846	5,000	61,248	3,675	64,923	70,277
2033	12,499,613	10,000	122,496	7,350	129,846	5,000	61,248	3,675	64,923	70,277
2034	13,249,589	10,000	129,846	7,791	137,637	5,000	64,923	3,895	68,818	70,277
2035	13,249,589	10,000	129,846	7,791	137,637	5,000	64,923	3,895	68,818	70,277
2036	14,044,565	10,000	137,637	8,258	145,895	5,000	68,818	4,129	72,947	70,277
2037	14,044,565	10,000	137,637	8,258	145,895	5,000	68,818	4,129	72,947	70,277
2038	14,887,239	10,000	145,895	8,754	154,649	5,000	72,947	4,377	77,324	70,277
2039	14,887,239	10,000	145,895	8,754	154,649	5,000	72,947	4,377	77,324	70,277
2040	15,780,473	10,000	154,649	9,279	163,928	5,000	77,324	4,639	81,964	70,277
2041	15,780,473	10,000	154,649	9,279	163,928	5,000	77,324	4,639	81,964	70,277
2042	16,727,301	10,000	163,928	9,836	173,763	5,000	81,964	4,918	86,882	70,277
2043	16,727,301	10,000	163,928	9,836	173,763	5,000	81,964	4,918	86,882	70,277
2044	17,730,940	10,000	173,763	10,426	184,189	5,000	86,882	5,213	92,094	70,277
2045	17,730,940	10,000	173,763	10,426	184,189	5,000	86,882	5,213	92,094	70,277
2046	18,794,796	10,000	184,189	11,051	195,240	5,000	92,094	5,526	97,620	70,277
2047	18,794,796	10,000	184,189	11,051	195,240	5,000	92,094	5,526	97,620	70,277
2048	19,922,484	10,000	195,240	11,714	206,955	5,000	97,620	5,857	103,477	70,277
2049	19,922,484	10,000	195,240	11,714	206,955	5,000	97,620	5,857	103,477	70,277
2050	21,117,833	10,000	206,955	12,417	219,372	5,000	103,477	6,209	109,686	70,277
2051	21,117,833	10,000	206,955	12,417	219,372	5,000	103,477	6,209	109,686	70,277
			3,957,986	237,478	4,195,464		1,978,983	118,739	2,097,722	

**WINSOME METROPOLITAN DISTRICT**

Development Projection -- Buildout Plan (updated 6/4/19)



**Residential Development**

**Residential Summary**

YEAR	2.5 Acre Lots					5.0 Acre Lots					Total		
	# Lots Devel'd	Incr/(Decr) in Finished Lot		# Units Completed	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot		Price Inflated @ 2%	Market Value	Total Residential Market Value	Total Res'l Units
		Value @ 10%	98 target					Value @ 10%	# Units Completed				
2017	0	0		\$733,000	0	0	0	0	\$936,000	0	\$0	0	
2018	0	0		733,000	0	0	0	0	936,000	0	0	0	
2019	2	146,600		747,660	0	1	93,600		954,720	0	0	0	
2020	9	513,100	2	762,613	1,525,226	7	561,600	1	973,814	973,814	2,499,041	3	
2021	14	366,500	9	777,865	7,000,789	12	468,000	7	993,291	6,953,035	13,953,824	16	
2022	14	0	14	793,423	11,107,919	12	0	12	1,013,157	12,157,878	23,265,797	26	
2023	14	0	14	809,291	11,330,077	12	0	12	1,033,420	12,401,036	23,731,113	26	
2024	14	0	14	825,477	11,556,679	1	(1,029,600)	12	1,054,088	12,649,056	24,205,735	26	
2025	14	0	14	841,987	11,787,812	0	(93,600)	1	1,075,170	1,075,170	12,862,982	15	
2026	14	0	14	858,826	12,023,569	0	0	0	1,096,673	0	12,023,569	14	
2027	3	(806,300)	14	876,003	12,264,040	0	0	0	1,118,607	0	12,264,040	14	
2028	0	(219,900)	3	893,523	2,680,569	0	0	0	1,140,979	0	2,680,569	3	
2029	0	0	0	911,393	0	0	0	0	1,163,798	0	0	0	
2030	0	0	0	929,621	0	0	0	0	1,187,074	0	0	0	
2031	0	0	0	948,214	0	0	0	0	1,210,816	0	0	0	
2032	0	0	0	967,178	0	0	0	0	1,235,032	0	0	0	
2033	0	0	0	986,521	0	0	0	0	1,259,733	0	0	0	
2034	0	0	0	1,006,252	0	0	0	0	1,284,927	0	0	0	
2035	0	0	0	1,026,377	0	0	0	0	1,310,626	0	0	0	
2036	0	0	0	1,046,904	0	0	0	0	1,336,838	0	0	0	
2037	0	0	0	1,067,843	0	0	0	0	1,363,575	0	0	0	
	98	(0)	98	81,276,680		45	(0)	45	46,209,989		127,486,669	143	

Prepared by D.A. Davidson & Co.



**WINSOME METROPOLITAN DISTRICT**  
 Development Projection -- Buildout Plan (updated 6/4/19)

Commercial Development					Commercial Summary				
YEAR	<u>Commercial (7 Acres with FAR @ 5%)</u>				Market Value	Total Commercial Market Value	Total Commercial Sq Ft	Value of Platted & Developed Lots	
	SF Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed	per Sq Ft, Inflated @ 2%				Adjustment	Adjusted Value
2017	0	0		\$120.00	\$0	0	0	0	0
2018	0	0		120.00	0	0	0	0	240,200
2019	0	0		122.40	0	0	0	0	1,074,700
2020	0	0		124.85	0	0	0	0	834,500
2021	0	0		127.34	0	0	0	0	320,172
2022	26,681	320,172	26,681	129.89	3,534,958	3,534,958	26,681	0	(1,029,600)
2023	0	(320,172)	0	132.49	0	0	0	0	(93,600)
2024	0	0	0	135.14	0	0	0	0	0
2025	0	0	0	137.84	0	0	0	0	(806,300)
2026	0	0	0	140.60	0	0	0	0	(219,900)
2027	0	0	0	143.41	0	0	0	0	0
2028	0	0	0	146.28	0	0	0	0	0
2029	0	0	0	149.20	0	0	0	0	0
2030	0	0	0	152.19	0	0	0	0	0
2031	0	0	0	155.23	0	0	0	0	0
2032	0	0	0	158.34	0	0	0	0	0
2033	0	0	0	161.50	0	0	0	0	0
2034	0	0	0	164.73	0	0	0	0	0
2035	0	0	0	168.03	0	0	0	0	0
2036	0	0	0	171.39	0	0	0	0	0
2037	0	0	0	174.82	0	0	0	0	0
	<u>26,681</u>	<u>0</u>	<u>26,681</u>		<u>3,534,958</u>	<u>3,534,958</u>	<u>26,681</u>	<u>0</u>	<u>(0)</u>

Prepared by D.A. Davidson & Co.



**SOURCES AND USES OF FUNDS**  
**WINSOME METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2021**  
55.277 (target) Mills  
Non-Rated, 100x, 30-yr. Maturity  
(Service Plan: Full Growth + 6.00% Bi-Reassessment Projections)  
[ Preliminary -- for discussion only ]

Dated Date 12/01/2021  
Delivery Date 12/01/2021

**Sources:**

Bond Proceeds:	11,510,000.00
Par Amount	11,510,000.00

**Uses:**

Project Fund Deposits:	8,316,300.00
Project Fund	
Other Fund Deposits:	1,726,500.00
Capitalized Interest Fund	
Cost of Issuance:	200,000.00
Other Cost of Issuance	
Delivery Date Expenses:	230,200.00
Underwriter's Discount	
Other Uses of Funds:	1,037,000.00
Deposit to Surplus (New)	
	11,510,000.00



**BOND SUMMARY STATISTICS**

**WINSOME METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021  
55.277 (target) Mills  
Non-Rated, 100x, 30-yr. Maturity  
(Service Plan: Full Growth + 6.00% Bi-Reassessment Projections)  
[ Preliminary -- for discussion only ]**

Dated Date	12/01/2021
Delivery Date	12/01/2021
First Coupon	06/01/2022
Last Maturity	12/01/2051
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.151374%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.286552%
Average Coupon	5.000000%
Average Life (years)	23.270
Weighted Average Maturity (years)	23.270
Duration of Issue (years)	13.629
Par Amount	11,510,000.00
Bond Proceeds	11,510,000.00
Total Interest	13,392,000.00
Net Interest	13,622,200.00
Bond Years from Dated Date	267,840,000.00
Bond Years from Delivery Date	267,840,000.00
Total Debt Service	24,902,000.00
Maximum Annual Debt Service	1,212,500.00
Average Annual Debt Service	830,066.67
Underwriter's Fees (per \$1000)	
Average Takedown	20.000000
Other Fee	
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2051	11,510,000.00	100.000	5.000%	23.270	03/09/2045	17,840.50
	11,510,000.00			23.270		17,840.50

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,510,000.00	11,510,000.00	11,510,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-230,200.00	-230,200.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	11,279,800.00	11,079,800.00	11,510,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	5.151374%	5.286552%	5.000000%

**BOND DEBT SERVICE**  
**WINSOME METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2021**  
**55.277 (target) Mills**  
**Non-Rated, 100x, 30-yr. Maturity**  
**(Service Plan: Full Growth + 6.00% Bi-Reassessment Projections)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			287,750	287,750	
12/01/2022			287,750	287,750	575,500
06/01/2023			287,750	287,750	
12/01/2023			287,750	287,750	575,500
06/01/2024			287,750	287,750	
12/01/2024			287,750	287,750	575,500
06/01/2025			287,750	287,750	
12/01/2025			287,750	287,750	575,500
06/01/2026			287,750	287,750	
12/01/2026			287,750	287,750	575,500
06/01/2027			287,750	287,750	
12/01/2027			287,750	287,750	575,500
06/01/2028			287,750	287,750	
12/01/2028	15,000	5.000%	287,750	302,750	590,500
06/01/2029			287,375	287,375	
12/01/2029	55,000	5.000%	287,375	342,375	629,750
06/01/2030			286,000	286,000	
12/01/2030	105,000	5.000%	286,000	391,000	677,000
06/01/2031			283,375	283,375	
12/01/2031	110,000	5.000%	283,375	393,375	676,750
06/01/2032			280,625	280,625	
12/01/2032	155,000	5.000%	280,625	435,625	716,250
06/01/2033			276,750	276,750	
12/01/2033	160,000	5.000%	276,750	436,750	713,500
06/01/2034			272,750	272,750	
12/01/2034	215,000	5.000%	272,750	487,750	760,500
06/01/2035			267,375	267,375	
12/01/2035	225,000	5.000%	267,375	492,375	759,750
06/01/2036			261,750	261,750	
12/01/2036	280,000	5.000%	261,750	541,750	803,500
06/01/2037			254,750	254,750	
12/01/2037	295,000	5.000%	254,750	549,750	804,500
06/01/2038			247,375	247,375	
12/01/2038	355,000	5.000%	247,375	602,375	849,750
06/01/2039			238,500	238,500	
12/01/2039	375,000	5.000%	238,500	613,500	852,000
06/01/2040			229,125	229,125	
12/01/2040	445,000	5.000%	229,125	674,125	903,250
06/01/2041			218,000	218,000	
12/01/2041	470,000	5.000%	218,000	688,000	906,000
06/01/2042			206,250	206,250	
12/01/2042	545,000	5.000%	206,250	751,250	957,500
06/01/2043			192,625	192,625	
12/01/2043	575,000	5.000%	192,625	767,625	960,250
06/01/2044			178,250	178,250	
12/01/2044	660,000	5.000%	178,250	838,250	1,016,500
06/01/2045			161,750	161,750	
12/01/2045	690,000	5.000%	161,750	851,750	1,013,500
06/01/2046			144,500	144,500	
12/01/2046	790,000	5.000%	144,500	934,500	1,079,000
06/01/2047			124,750	124,750	
12/01/2047	825,000	5.000%	124,750	949,750	1,074,500
06/01/2048			104,125	104,125	
12/01/2048	935,000	5.000%	104,125	1,039,125	1,143,250
06/01/2049			80,750	80,750	
12/01/2049	980,000	5.000%	80,750	1,060,750	1,141,500
06/01/2050			56,250	56,250	
12/01/2050	1,100,000	5.000%	56,250	1,156,250	1,212,500
06/01/2051			28,750	28,750	
12/01/2051	1,150,000	5.000%	28,750	1,178,750	1,207,500
	11,510,000		13,392,000	24,902,000	24,902,000



**NET DEBT SERVICE**

**WINSOME METROPOLITAN DISTRICT  
 GENERAL OBLIGATION BONDS, SERIES 2021  
 55.277 (target) Mills  
 Non-Rated, 100x, 30-yr. Maturity  
 (Service Plan: Full Growth + 6.00% Bi-Reassessment Projections)  
 [ Preliminary -- for discussion only ]**

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/01/2022		575,500	575,500	575,500	
12/01/2023		575,500	575,500	575,500	
12/01/2024		575,500	575,500	575,500	
12/01/2025		575,500	575,500		575,500
12/01/2026		575,500	575,500		575,500
12/01/2027		575,500	575,500		575,500
12/01/2028	15,000	575,500	590,500		590,500
12/01/2029	55,000	574,750	629,750		629,750
12/01/2030	105,000	572,000	677,000		677,000
12/01/2031	110,000	566,750	676,750		676,750
12/01/2032	155,000	561,250	716,250		716,250
12/01/2033	160,000	553,500	713,500		713,500
12/01/2034	215,000	545,500	760,500		760,500
12/01/2035	225,000	534,750	759,750		759,750
12/01/2036	280,000	523,500	803,500		803,500
12/01/2037	295,000	509,500	804,500		804,500
12/01/2038	355,000	494,750	849,750		849,750
12/01/2039	375,000	477,000	852,000		852,000
12/01/2040	445,000	458,250	903,250		903,250
12/01/2041	470,000	436,000	906,000		906,000
12/01/2042	545,000	412,500	957,500		957,500
12/01/2043	575,000	385,250	960,250		960,250
12/01/2044	660,000	356,500	1,016,500		1,016,500
12/01/2045	690,000	323,500	1,013,500		1,013,500
12/01/2046	790,000	289,000	1,079,000		1,079,000
12/01/2047	825,000	249,500	1,074,500		1,074,500
12/01/2048	935,000	208,250	1,143,250		1,143,250
12/01/2049	980,000	161,500	1,141,500		1,141,500
12/01/2050	1,100,000	112,500	1,212,500		1,212,500
12/01/2051	1,150,000	57,500	1,207,500		1,207,500
	11,510,000	13,392,000	24,902,000	1,726,500	23,175,500



**BOND SOLUTION**

**WINSOME METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021  
55.277 (target) Mills  
Non-Rated, 100x, 30-yr. Maturity  
(Service Plan: Full Growth + 6.00% Bi-Reassessment Projections)  
[ Preliminary – for discussion only ]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2022		575,500	-575,500		32,228	32,228	
12/01/2023		575,500	-575,500		103,815	103,815	
12/01/2024		575,500	-575,500		209,417	209,417	
12/01/2025		575,500		575,500	361,064	-214,436	62.73911%
12/01/2026		575,500		575,500	463,510	-111,990	80.54040%
12/01/2027		575,500		575,500	515,132	-60,368	89.51027%
12/01/2028	15,000	590,500		590,500	594,724	4,224	100.71533%
12/01/2029	55,000	629,750		629,750	632,001	2,251	100.35749%
12/01/2030	105,000	677,000		677,000	677,122	122	100.01806%
12/01/2031	110,000	676,750		676,750	677,122	372	100.05501%
12/01/2032	155,000	716,250		716,250	717,750	1,500	100.20937%
12/01/2033	160,000	713,500		713,500	717,750	4,250	100.59560%
12/01/2034	215,000	760,500		760,500	760,815	315	100.04136%
12/01/2035	225,000	759,750		759,750	760,815	1,065	100.14012%
12/01/2036	280,000	803,500		803,500	806,463	2,963	100.36882%
12/01/2037	295,000	804,500		804,500	806,463	1,963	100.24406%
12/01/2038	355,000	849,750		849,750	854,851	5,101	100.60032%
12/01/2039	375,000	852,000		852,000	854,851	2,851	100.33465%
12/01/2040	445,000	903,250		903,250	906,142	2,892	100.32021%
12/01/2041	470,000	906,000		906,000	906,142	142	100.01571%
12/01/2042	545,000	957,500		957,500	960,511	3,011	100.31445%
12/01/2043	575,000	960,250		960,250	960,511	261	100.02717%
12/01/2044	660,000	1,016,500		1,016,500	1,018,142	1,642	100.16149%
12/01/2045	690,000	1,013,500		1,013,500	1,018,142	4,642	100.45797%
12/01/2046	790,000	1,079,000		1,079,000	1,079,230	230	100.02132%
12/01/2047	825,000	1,074,500		1,074,500	1,079,230	4,730	100.44021%
12/01/2048	935,000	1,143,250		1,143,250	1,143,984	734	100.06419%
12/01/2049	980,000	1,141,500		1,141,500	1,143,984	2,484	100.21759%
12/01/2050	1,100,000	1,212,500		1,212,500	1,212,623	123	100.01013%
12/01/2051	1,150,000	1,207,500		1,207,500	1,212,623	5,123	100.42425%
	11,510,000	24,902,000	-1,726,500	23,175,500	23,187,155	11,655	

**EXHIBIT E**

**ANNUAL REPORT AND DISCLOSURE FORM**  
(Sample attached)

**EL PASO COUNTY SPECIAL DISTRICTS  
ANNUAL REPORT and DISCLOSURE FORM**

1.	Name of District(s):	
2.	Report for Calendar Year:	
3.	Contact Information	
4.	Meeting Information	
5.	Type of District(s)/ Unique Representational Issues (if any)	
6.	Authorized Purposes of the District(s)	
7.	Active Purposes of the District(s)	
8.	Current Certified Mill Levies a. Debt Service b. Operational c. Other d. Total	
9.	Sample Calculation of Current Mill Levy for a Residential and Commercial Property (as applicable).	
10.	Maximum Authorized Mill Levy Caps (Note: these are maximum allowable mill levies which could be certified in the future unless there was a change in state statutes or Board of County Commissioners approvals)  a. Debt Service b. Operational c. Other d. Total	
11.	Sample Calculation of Mill Levy Cap for a Residential and Commercial Property (as applicable).	
12.	Current Outstanding Debt of the Districts (as of the end of year of this report)	
13.	Total voter-authorized debt of the Districts (including current debt)	
14.	Debt proposed to be issued, reissued or otherwise obligated in the coming year.	
15.	Major facilities/ infrastructure improvements initiated or completed in the prior year	

16. Summary of major property exclusion or inclusion activities in the past year.	

Reminder:

- A. As per Colorado Revised Statutes, Section 32-1-306, the special district shall maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor.
- B. Colorado Revised Statutes, Section 32-1-823(1), states a certificate of election results shall be filed with the County Clerk and Recorder.

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Name and Title of Respondent

---

Signature of Respondent

Date

RETURN COMPLETED FORM TO: El Paso County Board of County Commissioners  
 Attention: Clerk to the Board  
 200 South Cascade Avenue  
 Colorado Springs, Colorado 80903

**\*\*NOTE:** As per CRS Section 32-1-104(2), a copy of this report should also be submitted to:

County Assessor - 27 East Vermijo, Colorado Springs, Colorado 80903

County Treasurer - 27 East Vermijo, Colorado Springs, Colorado 80903

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

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IN THE MATTER OF AN APPLICATION FOR A CHANGE OF A DETERMINATION OF WATER RIGHT TO  
CHANGE THE TYPE OF USE AND PLACE OF USE OF GROUNDWATER

DETERMINATION OF WATER RIGHT NO. 1689-BD, AMENDMENT

AQUIFER: LARAMIE-FOX HILLS

APPLICANT: MCCUNE RANCH, LLC

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**FINDINGS**

In compliance with section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, McCune Ranch, LLC ("Applicant") submitted an application to the Colorado Ground Water Commission ("Commission") for a change of determination of water right to change the allowed type of use and allowed place of use of groundwater allocated under Determination of Water Right No. 1689-BD. Based upon information provided by the Applicant and the records of the Division of Water Resources, the Commission finds as follows.

1. Pursuant to section 37-90-107(7) in a Findings and Order dated June 25, 2008, the Commission issued Determination of Water Right No. 1689-BD to George F. McCune and Evelyn McCune, which determined a right to an allocation of designated groundwater from the Laramie-Fox Hills Aquifer ("Aquifer"), summarized as follows.
  - a. The determination quantified an amount of water from beneath 900.52 acres of overlying land, generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th P.M. and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th P.M, and more completely described in Exhibit A of that Findings and Order ("Overlying Land").
  - b. The allowed average annual amount of withdrawal shall not exceed 263 acre-feet, which based on an aquifer life of one hundred years results in an amount of water allocated of 26,300 acre-feet (subject to adjustment by the Commission to conform to actual local aquifer characteristics).
  - c. The allowed types of beneficial uses of the groundwater are domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes.
  - d. The allowed place of use of the groundwater is the 900.52 acres of Overlying Land as described in that Findings and Order.
2. The subject groundwater is designated groundwater within the boundaries of the Kiowa-Bijou Designated Groundwater Basin. The Commission has jurisdiction.
3. By an application for change of determination of water right received by the Commission on September 18, 2018 the Applicant has requested to change the allowed place of use of the

Determination of Water Right No. 1689-BD, amendment  
Aquifer: Laramie-Fox Hills  
Applicant: McCune Ranch, LLC

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Determination of Water Right to the following: the 900.52 acres of Overlying Land described in the Findings and Orders dated June 25, 2008; within the boundaries of the Sterling Ranch Metropolitan District, as those boundaries currently exist or as they may exist in the future; and an additional 613.6 acres generally described as a portion of Section 35, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., and more completely described on Exhibit A attached to these Findings and Order.

4. By the application for change of determination of water right received by the Commission on September 18, 2018 the Applicant has requested to change the allowed type of use of the Determination of Water Right to the following: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement, all other augmentation purposes and municipal use by the Sterling Ranch Metropolitan District.
5. The Applicant has provided evidence of ownership of Determination of Water Right no. 1689-BD, Exhibit B of this Findings and Order.
6. The Applicant has provided evidence of the right to use the water within the boundaries of the Sterling Ranch Metropolitan District, as those boundaries currently exist or as they may exist in the future; and on the 613.6 acres which constitute the additional places of use.
7. In accordance with section 37-90-107(7)(c)(II) and section 37-90-112(1), C.R.S., the requested change was published in the Ranchland News newspaper on January 9, 2020 and January 16, 2020. No objections to the proposed change were received within the time limit set by statute.
8. No material injury to the vested water rights of other appropriators would result from the approval of the requested change in water right subject to the conditions in the following Order.

#### ORDER

In accordance with section 37-90-107(7) and the Designated Basin Rules the Commission orders that the allowed type of use and allowed place of use of Determination of Water Right No. 1689-BD is hereby changed subject to the following conditions:

9. The place of use of groundwater shall be limited to the following: the 900.52 acres of Overlying Land described in the Findings and Orders dated June 25, 2008; within the boundaries of the Sterling Ranch Metropolitan District, as those boundaries currently exist or as they may exist in the future; and an additional 613.6 acres generally described as a portion of Section 35, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., and more completely described on Exhibit A attached to these Findings and Order.
10. The type of use of the groundwater shall be limited to the following: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement, all other augmentation purposes and municipal use by the Sterling Ranch Metropolitan District.
11. The Commission's Findings and Order dated June 25, 2008 for Determination of Water Right No. 1689-BD is hereby amended to incorporate the above change. All other terms and conditions in those Findings and Order shall remain in full force and effect.

Determination of Water Right No. 1689-BD, amendment  
Aquifer: Laramie-Fox Hills  
Applicant: McCune Ranch, LLC

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12. A copy of this Findings and Order shall be recorded by the Applicant in the public records of the county in which the 900.52 acres of Overlying Land of Determination of Water Right No. 1689-BD is located so that a title examination of that Overlying Land, or any part thereof, shall reveal the existence of this Findings and Order.
13. Any existing wells with permits issued pursuant to Determination of Water Right No. 1689-BD, shall not use the water on the additional land or for the additional uses described herein until a well permit application seeking to modify the allowed use and allowed place of use is submitted to and approved by the Commission.

Dated this 18<sup>th</sup> day of February, 2020.



Kevin G. Rein, P.E.  
Executive Director  
Colorado Ground Water Commission

By:   
\_\_\_\_\_  
Keith Vander Horst, P.E.  
Chief of Water Supply, Designated Basins

Prepared by: jmw  
F&O1689-BD\_Amendment

Exhibit A  
Determination 1689-BD, amendment Received 12/10/2019 by email  
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**EXHIBIT E - LEGAL DESCRIPTION - NEW PLACE OF USE - McCUNE RANCH WATER RIGHTS**

1. Sterling Ranch Metropolitan District - All lands currently included, as well as those lands which may in the future be included or served by agreement. Lands included within the Sterling Ranch Metropolitan District as of the time of this filing are more particularly described as follows, and depicted on the Attachment 1 map:

**Sterling Ranch  
New District No. 1**

M&S Job No. 09-002  
June 30, 2015

**BASIS OF BEARING:** Bearings are based on the North line of the Northeast Quarter of Section 27, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., monumented at its West end by a 3 ¼" aluminum cap stamped 2006 ESI PLS 10376, and at its East end by a 2 ¼" aluminum cap stamped PLS 4842, the line between them is assumed to bear N89°05'36"E.

The West Half of the West Half of the East Half AND the East Half of the West Half AND the Southwest Quarter of the Southwest Quarter of said Section 27. TOGETHER WITH;

A portion of the Southeast Quarter of the Southeast Quarter of Section 28, 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado described as follows:

Beginning at the Southeast Quarter corner of Section 28; thence S 89°29'10" W along the South line of Southeast Quarter of the Southeast Quarter of said Section 28, a distance of 1213.72; thence N 22°50'05" E, a distance of 65.78 feet; thence N 51°36'34" E, a distance of 338.43 feet; thence N 71°17'55" E, a distance of 460.72 feet; thence N 39°16'45" E, a distance of 571.89 feet; thence N 12°34'31" E, a distance of 477.82 feet to a point on the East line of the Southeast Quarter of the Southeast Quarter of said Section 28; thence S 00°53'15" E along the East line of said Section 28 a distance of 1316.84 feet to the point of beginning, containing 5.772 Acres, more or less. TOGETHER WITH;

Portions of the East half of Section 33, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, the following two (2) tracts of land, more particularly described as follows:

Beginning at the Southeast corner of said Section 33, thence S 89°12'24" W along the South line of said Section 33, a distance of 1662.49 feet; thence N 00°00'00" E, a distance of 1152.19 feet; thence N 76°19'20" E, a distance of 658.21 feet; thence 1601.47 feet along the arc of a 1460.00 foot radius tangential circular curve to the left, having a central angle of 62°50'52" and a chord that bears N 44°53'55" E, 1522.38 feet; thence N 13°28'29" E, a distance of 51.13 feet to a point on the East line of said Section 33; thence S 01°30'45" W along said East line, a distance of 2413.77 feet to the point of beginning, containing 56.978 Acres, more or less. AND;

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Determination 1689-BD, amendment  
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Received 12/10/2019 by email

Beginning at the Northeast corner of said Section 33, thence S 01°30'45" W along the East line of said Section 33, a distance of 1543.64 feet;  
thence 876.85 feet along the arc of a 1935.00 foot radius non-tangential circular curve to the right, having a central angle of 25°57'49" and a chord that bears N 63°25'07" W, 869.36 feet;  
thence N 50°26'12" W, a distance of 718.32 feet;  
thence N 05°18'13" W, a distance of 254.85 feet;  
thence N 22°50'05" E, a distance of 468.64 feet to a point on the North line of said Section 33;  
thence N 89°29'10" E, along said North line a distance of 1213.72 feet to the point of beginning, containing 36.424 Acres, more or less. TOGETHER WITH;

The West Half of the East Half AND the West Half of Section 34, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado;

EXCEPTING THEREFROM the following two (2) tracts of land:

Commencing at Northwest Quarter corner of Section 34, thence S 01°30'45" W along the West line of said Section 34, a distance of 1543.64 feet to the point of beginning;  
thence 4.22 feet along the arc of a 935.00 foot radius non-tangential circular curve to the left, having a central angle of 00°07'30" and a chord that bears S 76°27'46" E, 4.22 feet;  
thence S 76°31'31" E, a distance of 267.55 feet;  
thence S 13°28'29" W, a distance of 1282.70 feet to a point on the West line of said Section 34;  
thence N 01°30'45" E along said West line, a distance of 1311.18 feet to the point of beginning, containing 4.001 Acres, more or less. AND;

Commencing at the Southeast corner of the West Half of the Southeast Quarter of said Section 34, thence N 00°13'01" W along the East line of the West Half of the Southeast Quarter of said Section 34, a distance of 1721.93 feet to the point of beginning;  
thence N 00°13'01" W continuing along said East line, a distance of 1095.85 feet;  
thence S 89°59'37" W, a distance of 576.78 feet;  
thence 218.82 feet along the arc of a 930.00 foot radius tangential circular curve to the right, having a central angle of 13°28'52" and a chord that bears N 83°15'57" W, 218.31 feet;  
thence N 76°31'31" W, a distance of 250.00 feet;  
thence S 13°28'29" W, a distance of 1035.83 feet;  
thence S 82°20'46" E, a distance of 1293.75 feet to the point of beginning, containing 27.689 Acres, more or less.

Spencer J. Barron  
Colorado Registered Professional  
Land Surveyor No. 38141



Description prepared by:  
M&S Civil Consultants, Inc.  
20 Boulder Crescent St., 1st Floor  
Colorado Springs, CO 80903

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**Sterling Ranch  
New District No. 2**

M&S Job No. 09-002  
June 30, 2015

**BASIS OF BEARING:** Bearings are based on the North line of the Northeast Quarter of Section 27, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., monumented at its West end by a 3 1/4" aluminum cap stamped 2006 ESI PLS 10376, and at its East end by a 2 1/4" aluminum cap stamped PLS 4842, the line between them is assumed to bear N89°05'36"E.

The East Half of the Southeast Quarter AND that portion of the West Half of the Southeast Quarter lying South AND East of the county road known as Vollmer Road, of Section 28;

EXCEPTING THEREFROM the following parcel of land more particularly described as follows:

Beginning at the Southeast Quarter corner of Section 28; thence S 89°29'10" W along the south line of Southeast Quarter of the Southeast Quarter of said Section 28, a distance of 1213.72; thence  
thence N 22°50'05" E, a distance of 65.78 feet;  
thence N 51°36'34" E, a distance of 338.43 feet;  
thence N 71°17'55" E, a distance of 460.72 feet;  
thence N 39°16'45" E, a distance of 571.89 feet;  
thence N 12°34'31" E, a distance of 477.82 feet to a point on the east line of the Southeast Quarter of the Southeast Quarter;  
thence S 00°53'15" E along the east line of said Section 28 a distance of 1316.84 feet to the point of beginning containing 5.772 Acres, more or less. TOGETHER WITH;

A portion of the West Half of Section 34, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado described as follows:

Commencing at Northwest Quarter corner of Section 34, thence S 01°30'45" W along the West line of said Section 34, a distance of 1543.64 feet to the point of beginning;  
thence 4.22 feet along the arc of a 935.00 foot radius non-tangential circular curve to the left, having a central angle of 00°07'30" and a chord that bears S 76°27'46" E, 4.22 feet;  
thence S 76°31'31" E, a distance of 267.55 feet;  
thence S 13°28'29" W, a distance of 1282.70 feet to a point on the West line of said Section 34;  
thence N 01°30'45" E along said West line, a distance of 1311.18 feet to the point of beginning, containing 4.001 Acres, more or less. TOGETHER WITH;

A portion of the Northwest Quarter of Section 4, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado described as follows:

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Beginning at the Northwest corner of Pawnee Rancheros Filing No. 2 as recorded in plat Book U-2 at Page 45 of the Records of El Paso County; thence S 00°13'49" W on an assumed bearing to which all others in this description are relative and on the West line of said Filing No. 2, a distance of 1128.15 feet to the Southwest corner thereof;  
 thence S 89°17'10" W on the boundary line of the tract of land described in Book 5528 at Page 947 of the said Records, 1321.24 feet to an angle point on said boundary;  
 thence N 06°23' 51" E, on the West line of Section 4, a distance of 1132.29 feet to the Northwest corner of said Section 4;  
 thence N 89°04'30" E on the North line of said Section 4, a distance of 1199.66 feet to the point of beginning. TOGETHER WITH;

The East Half AND the East Half of the Southwest Quarter AND the Southwest Quarter of the Southwest Quarter of Section 33, AND all that part of the Northwest Quarter of Section 33 lying South and East of the county road known as Vollmer Road, EXCEPT that portion of the Southwest Quarter of the Northwest Quarter of said Section 33 lying South AND East of said county road as deeded to Colorado Interstate Gas Company by warranty deed recorded in Book 1173 at Page 359;

EXCEPTING THEREFROM the following three (3) tracts of land:

Beginning at the Southeast corner of Section 33, thence S 89°12'24" W along the South line of said Section 33, a distance of 1662.49 feet;  
 thence N 00°00'00" E, a distance of 1152.19 feet;  
 thence N 76°19'20" E, a distance of 658.21 feet;  
 thence 1601.47 feet along the arc of a 1460.00 foot radius tangential circular curve to the left, having a central angle of 62°50'52" and a chord that bears N 44°53'55" E, 1522.38 feet;  
 thence N 13°28'29" E, a distance of 51.13 feet;  
 thence S 01°30'45" W, a distance of 2413.77 feet to the point of beginning containing 56.978 Acres, more or less. AND;

Beginning at the Northeast corner of Section 33, thence S 01°30'45" W along the East line of said Section 33, a distance of 1543.64 feet;  
 thence 876.85 feet along the arc of a 1935.00 foot radius non- tangential circular curve to the right, having a central angle of 25°57'49" and a chord that bears N 63°25'07" W, 869.36 feet;  
 thence N 50°26'12" W, a distance of 718.32 feet;  
 thence N 05°18'13" W, a distance of 254.85 feet;  
 thence N 22°50'05" E, a distance of 468.64 feet;  
 thence N 89°29'10" E, a distance of 1213.72 feet to the point of beginning containing 36.424 Acres, more or less. AND;

That portion of the South Half of Section 28 and that portion of the North Half of Section 33, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., described as follows:

Commencing at the point of intersection of the Easterly line of Vollmer Road with the West line of the East Half of the Northwest Quarter of said Section 33; thence N 39°33'48" E on the Easterly line of Vollmer Road, 1290.81 feet to the point of beginning;

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thence S 50°26'12" E, a distance of 28.24 feet;  
thence 494.84 feet along the arc of a 565.00 foot radius tangential circular curve to the right,  
having a central angle of 50°10'52" and a chord that bears S 25°20'46" E, 479.18 feet;  
thence N 89°44'40" E, a distance of 97.13 feet;  
thence 494.84 feet along the arc of a 565.00 foot radius tangential circular curve to the left,  
having a central angle of 50°10'52" and a chord that bears N 64°39'14" W, 479.18 feet;  
thence N 39°33'48" E, a distance of 707.03 feet;  
thence N 50°26'12" W, a distance of 740.00 feet to the Easterly line of Vollmer Road;  
thence S 39°33'48" W on said Easterly line, 1000.00 feet to the point of beginning said  
exception containing 17.941 Acres, more or less. TOGETHER WITH;

The Southeast Quarter of Section 32, Township 12 South, Range 65 West of the 6th p.m., lying  
Southeasterly of the public road known as Vollmer Road, El Paso County, Colorado.

EXCEPTING THEREFROM the following the following two (2) tracts of land:

That portion of the Northeast Quarter of the Southeast Quarter of said Section 32 deeded to J.  
Marcus Brown by trustees' deed recorded in Book 3292 at Page 168; all in Township 12 South,  
Range 65 West of the 6th p.m., El Paso County, Colorado. AND;

That portion of the Southeast Quarter of Section 32, Township 12 South, Range 65 West of the  
6<sup>th</sup> P.M., El Paso County, Colorado, described as follows:

Commencing at the Southeast corner of said Section 32; thence S 89°12'38" W on the South line  
of Section 32, a distance of 412.10 feet to the point of beginning; thence N 49°38'29" W,  
1055.10 feet; thence on the Easterly line of Vollmer Road the following two (2) courses:

- (1) S 40°15'29" W, 172.13 feet;
- (2) S 36°15'39" W, 707.24 feet to the South line of Section 32; thence N 89°12'38" E  
on said South line, 1333.66 feet to the point of beginning said exception containing 10.725  
Acres, more or less.

Spencer J. Barron  
Colorado Registered Professional  
Land Surveyor No. 38141

Description prepared by:  
M&S Civil Consultants, Inc.  
20 Boulder Crescent St., 1st Floor  
Colorado Springs, CO 80903



Exhibit A  
 Determination 1689-BD, amendment  
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Received 12/10/2019 by email

STERLING RANCH  
 DISTRICT 3 - COMMERCIAL

M&S Job No. 09-002  
 August 31, 2009

That portion of the Southeast Quarter of Section 32, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, described as follows:

The basis of bearings is the North line of the Northeast Quarter of Section 27, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., monumented at the West end by a 30.00 foot offset witness corner which is a 3 ½ inch aluminum cap stamped 30 W.C. ¼ S22, S27 T12S R65W, LS 13830, 1991 and a 2 ¼ inch aluminum cap stamped T12S R65W S22, S23, S27, S26, 1999, PLS 4842 at the East end and a line between them is assumed to bear N 89°05'36" E and having a distance of 2661.17 feet, the monuments were recovered in 2005.

Commencing at the Southeast corner of said Section 32; thence S 89°12'38" W on the South Line of Section 32, a distance of 412.10 feet to the point of beginning; thence N 49°38'29" W, 1055.10 feet; thence on the Easterly line of Vollmer Road the following two (2) courses:

(1) S 40°15'39" W, 172.13 feet;

(2) S 36°15'39" W, 707.24 feet to the South line of Section 32; thence N 89°12'38" E on said South line, 1333.66 feet to the point of beginning and containing 10.725 Acres, more or less, ALSO:

That portion of the South Half of Section 28 and that portion of the North Half of Section 33, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., described as follows: Commencing at the point of intersection of the Easterly line of Vollmer Road with the West line of the East Half of the Northwest Quarter of said Section 33; thence N 39°33'48" E on the Easterly line of Vollmer Road, 1290.81 feet to the point of beginning; thence S 50°26'12" E, 28.24 feet to a point of curve; thence on the arc of a curve to the right, having a central angle of 50°10'52", a radius of 565.00 feet, an arc distance of 494.84 feet to point on curve; thence N 89°44'40" E, radial to the last mentioned curve, 97.43 feet to a point of curve; thence on the arc of a curve to the left, having a central angle of 50°10'52", a radius of 565.00 feet, an arc distance of 494.84 feet to the point of tangent; thence N 39°33'48" E, 707.03 feet; thence N 50°26'12" W, 740.00 feet to the Easterly line of Vollmer Road; thence S 39°33'48" W on said Easterly line, 1000.00 feet to the point of beginning and containing 17.941 Acres, more or less, ALSO:

That portion of Section 34, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M. described as follows: Commencing at the Southeast corner of the West Half of the Southeast Quarter of said Section 34; thence N 00°13'01" W on the East line of the West Half of the Southeast Quarter, 1721.93 feet to the point of beginning; thence continue on said line, N 00°13'01" W, 1095.85 feet; thence S 89°59'37" W, 576.78 feet; thence Northwesterly on the arc of a curve to the right, having a central angle of 13°28'52", a radius of 930.00 feet, an arc distance of 218.82 feet to the point of tangent; thence N 76°31'31" W, 250.00 feet; thence S 13°28'29" W, 1035.83 feet; thence S 82°20'46" E, 1293.75

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feet to the point of beginning, and containing 27.689 Acres, more or less,  
the sum of the three parcels is 56.355 Acres, more or less.

Along with:

2. The Ranch/Elkhorn Parcel - The owners of the following described real property have requested water service from Sterling Ranch Metropolitan District, and therefore the following more particularly described real property constitutes an additional place of use for the subject water rights:

ALL OF SECTION 35, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, EXCEPTING THERE FROM A PARCEL OF LAND DESCRIBED AS (EL PASO COUNTY PARCEL SCHEDULE 5200000325).

A TRACT IN SECTION 35, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 35; THENCE N 88°32'26" W, 729.86 FEET FOR THE POINT OF BEGINNING, THENCE ALONG THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 2060.0 FEET AN ARC DISTANCE OF 1141.84 FEET, A CENTRAL ANGLE OF 31°45'31", WHICH CHORD BEARS S 61°43'05" W, 1127.28 FEET, THENCE S 45°50'20" W, 1419.92 FEET, N 44°09'40" W, 101.04 FEET, THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.0 FEET, AN ARC DISTANCE OF 231.23 FEET, A CENTRAL ANGLE OF 44°09'40", WHICH CHORD BEARS N 22°04'50" W, 225.55 FEET, THENCE N 00°00'00"E, 820.43 FEET, THENCE ALONG ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 300.0 FEET, AN ARC DISTANCE OF 75.46 FEET, A CENTRAL ANGLE OF 14°24'42", WHICH CHORD BEARS N 07°12'21" W, 75.26 FEET, THENCE N 14°24'42" W, 267.87 FEET, THENCE ALONG THE ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE 75.46 FEET, A CENTRAL ANGLE OF 14°24'42", WHICH CHORD BEARS N 07°12'21" W, 75.26 FEET, THENCE N 00°00'00" E, 39.98 FEET, TO A POINT ON A LINE 30.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, THENCE S 88°32'51"E, 368.36 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE SAID SECTION 35, THENCE N00°28'09"E, 30.0 FEET TO THE NORTH QUARTER CORNER SAID SECTION 35, THENCE S 88°32'26" E ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, 1884.20 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE NORTH 30 FEET OF WEST HALF OF SAID SECTION 35, CONVEYED TO EL PASO COUNTY IN BOOK 3615 AT PAGE 387.

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Page 8 of 8

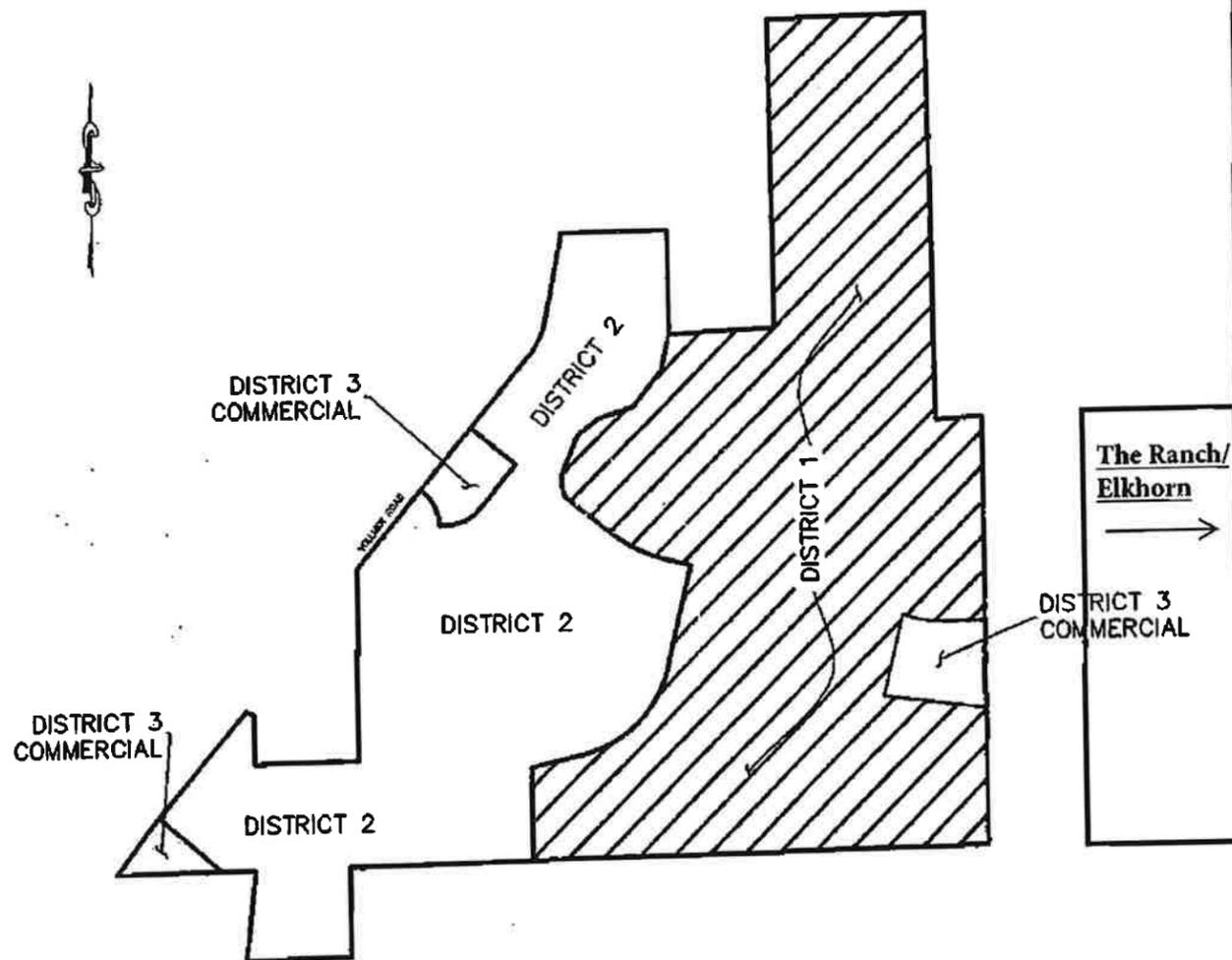
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# STERLING RANCH DISTRICT

EL PASO COUNTY, COLORADO

## EXHIBIT

Attachment A to Ex. D Legal



STERLING RANCH DISTRICT  
BOUNDARY EXHIBIT  
JOB NO. 09-002  
DATE PREPARED: JUNE 30, 2015  
DATE REVISED:



20 BOULDER CRESCENT  
COLORADO SPRINGS,  
COLORADO 80903

☎ 719.955.5485  
☎ 719.491.0818

SHEET 1 OF 1

Chuck Broernan  
12/08/2016 11:45:00 AM  
Doc \$0.00  
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El Paso County, CO

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Exhibit B  
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**WARRANTY DEED**

**EXHIBIT B**

AS A GIFT AND WITHOUT CONSIDERATION, Mary Sue Liss, as Trustee of the Evelyn M. McCune Trust Under Will dated December 13, 2005, and Mary Sue Liss, as attorney-in-fact for George F. McCune, a single person (hereinafter "Grantors"), hereby GIVE, CONVEY, AND WARRANT to McCune Ranch, LLC, a Colorado limited liability company (hereinafter "Grantee"), all of the following described real estate, to-wit:

The Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Eighteen (18), Township Eleven (11) South, Range Sixty-four (64) West of the 6th P.M.; and the West Half of the West Half (W/2 W/2) of Section Nineteen (19), Township Eleven (11) South, Range Sixty-four (64) West of the 6th P.M.; and the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirteen (13), Township Eleven (11) South, Range Sixty-five (65) West of the 6th P.M.; and all of Section Twenty-four (24), Township Eleven (11) South, Range Sixty-five (65) West of the 6th P.M., all in El Paso County, Colorado, containing in all Nine Hundred and fifty-two hundredths (900.52) acres, more or less, according to Government Survey; and

Findings and Order of the Colorado Ground Water Commission in Determination No. 1692-BD, Dawson aquifer, 819 acre feet annually, Order entered June 25, 2008;

Findings and Order of the Colorado Ground Water Commission in Determination No. 1691-BD, Denver aquifer, 528 acre feet annually, Order entered June 25, 2008;

Findings and Order of the Colorado Ground Water Commission in Determination No. 1690-BD, Arapahoe aquifer, 398 acre feet annually, Order entered June 25, 2008; and

Findings and Order of the Colorado Ground Water Commission in Determination No. 1689-BD, Laramie-Fox Hills aquifer, 263 acre feet annually, Order entered June 25, 2008;

Return recorded document to:

Todd Davidson  
Hampton & Royce, L.C.  
P.O. Box 1247  
Salina, Kansas 67402-1247

Address tax statement to:

George F. McCune  
P.O. Box 36  
Elbert, Colorado 80106

Exhibit B  
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Received 12/10/2019 by email

together with all its appurtenances and warrant the title to the same, subject to all prior mineral reservations, oil and gas leases, rights-of-way, easements, and protective covenants of record, if any.

*[No Documentary Fee required, per C.R.S. 39-13-104(1)(b) -- conveying title to real property in consequence of gift of such property.]*

Grantors do hereby covenant with Grantee, and its successors in interest, that Grantors hold the real estate by the title in fee simple; that they have good and lawful authority to grant, bargain, sell, and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantors covenant to warrant and defend the real estate in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof except as may be above stated. Grantors hereby relinquish all rights of dower, homestead and distributive share in and to the real estate.

DATED this November 1, 2016.

  
\_\_\_\_\_  
Mary Sue Liss, as attorney-in-fact for  
George F. McCune

EVELYN M. MCCUNE TRUST UNDER WILL  
DATED DECEMBER 13, 2005

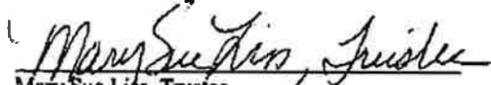
BY:   
Mary Sue Liss, Trustee

Exhibit B  
Determination 1689-BD, amendment Received 12/10/2019 by email  
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Oklahoma  
State of ~~Colorado~~ )  
County of Oklahoma ) ss

The foregoing instrument was acknowledged before me this November 1, 2016, by Mary Sue Liss, as Trustee of the Evelyn M. McCune Trust Under Will dated December 13, 2005, and by Mary Sue Liss, as attorney-in-fact for George F. McCune, a single person.

Witness my hand and official seal.



Deborah Shupe  
Notary Public  
Deborah Shupe  
Notary's Printed Name

My Commission Expires:

6-22-17

#35

DF

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED dated March 31, 2020 between McCune Ranch, LLC, Grantor, and Winsome, LLC, whose address is 1864 Woodmoor Drive, Suite 100, Monument, CO 80132, Grantee.

WITNESS, that the Grantor, for and in consideration of 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 convey and confirm unto the Grantee, its heirs and assigns forever, the following described water, water rights, and related interests, together with all appurtenances, fixtures, infrastructure and improvements lying and being in the County of El Paso and State of Colorado, underlying real property specifically described as follows:

A parcel of property located in Sections 13 & 24, Township 11 South, Range 65 West of the 6<sup>th</sup> P.M., and in the W $\frac{1}{2}$  W $\frac{1}{2}$  of Section 19, Township 11 South, Range 64 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado more particularly described on the attached EXHIBIT A, containing 768.028 acres more or less.

Said water and water rights specifically include:

1,500 acre-feet (equal to 5 annual acre-feet of groundwater based on a 300 year aquifer life) from the nontributary Denver aquifer, as determined by the Colorado Ground Water Commission in Determination No. 1691-BD, along with any and all related rights to produce and extract the same and construct water wells or obtain well permits for such groundwater. Said Denver aquifer groundwater shall be associated with and available for withdrawal from a well or wells to be constructed on the "Future Commercial Lot" to be located on the above described overlying land, as depicted on the attached EXHIBIT B.

Any and all Dawson aquifer groundwater, water rights, and rights to extract groundwater, as specifically described in Colorado Ground Water Determination of Water Right 1692-BD, along with any and all related rights to produce and extract the same and construct water wells or obtain well permits for such groundwater. Said Dawson aquifer groundwater shall be associated with and available for withdrawal from individual wells to be located anywhere upon the above described overlying land, as described on EXHIBIT A and as depicted on EXHIBIT B.

Any and all other groundwater rights, specifically including water and water rights in the Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the above described overlying land is expressly reserved by and to Grantor.

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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, either in law or equity, of, in and to the above Water Rights, with the hereditaments and appurtenances; warranted by Grantor to be owned by Grantor free and clear of any and all encumbrances and liens created by, through or under Grantor, but not otherwise.

TO HAVE AND TO HOLD the said Water Rights above bargained and described, with the appurtenances, unto the Grantee, its heirs and assigns forever. The Grantor, for itself, its heirs, personal representatives, successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained Water Rights in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on the date set forth above

GRANTOR:

*Mary Sue Liss, Manager*  
McCune Ranch, LLC  
By: Mary Sue McCune Liss, as Manager of  
McCune Ranch, LLC

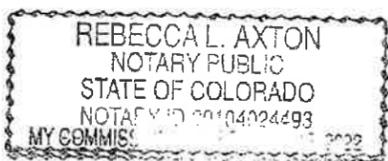
STATE OF COLORADO            )  
  ) ss.  
COUNTY OF El Paso            )

Acknowledged before me this 21 day of March, 2020 by Mary Sue McCune Liss, as Manager of McCune Ranch, LLC.

Witness my hand and official seal.

My Commission expires: July 15 2022

*[Signature]*  
\_\_\_\_\_  
Notary Public



## EXHIBIT A

The overlying land is more specifically described as follows:

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE N00°10'29"E ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E A DISTANCE OF 1,158.32 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19 ; THENCE S00°17'06"W ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,838.66 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE BOUNDARY LINE PARCEL NUMBER RW-36 AS SHOWN IN THE WARRANTY DEED AS RECORDED UNDER RECEPTION NUMBER 213096397; THENCE ON THE BOUNDARY OF SAID PARCEL THE FOLLOWING (3) THREE COURSES:

1. N00°17'06"E, 30.00 WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 5.25 FEET
2. N89°47'54"W A DISTANCE OF 368.05 FEET
3. S89°14'50"W A DISTANCE OF 603.68 FEET TO A POINT BEING 30.00 FEET NORTH OF THE SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 19;

THENCE S89°55'06"W ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 173.03 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 30.00 NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5238.44 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E ON THE WEST LINE OF SOUTHWEST QUARTER A DISTANCE OF 2,606.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 33,455,315 SQUARE FEET OR 768.028 ACRES.

#37

220136399 9/3/2020 10:25 AM  
PGS 11 \$63.00 DF \$0.00  
Electronically Recorded Official Records El Paso County CO  
Chuck Broerman, Clerk and Recorder  
TD1000 N

WHEN RECORDED MAIL TO:  
Kirkpatrick Bank  
Colorado Springs Branch  
102 North Cascade Avenue, Suite 100  
Colorado Springs, CO 80903

FOR RECORDER'S USE ONLY



\*\*\*\*\*034009012020\*

**CONSTRUCTION DEED OF TRUST**

THIS DEED OF TRUST is dated September 1, 2020, among Winsome, LLC, a Colorado limited liability company ("Grantor"); Kirkpatrick Bank, whose address is Colorado Springs Branch, 102 North Cascade Avenue, Suite 100, Colorado Springs, CO 80903 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of El Paso County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters. (the "Real Property") located in El Paso County, State of Colorado:

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION NO. 218900072, RECORDS OF EL PASO COUNTY, COLORADO. COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE S00°14'17"W, A DISTANCE OF 1684.27 FEET TO THE POINT OF BEGINNING;  
THENCE S89°41'23"E, A DISTANCE OF 820.25 FEET;  
THENCE N29°41'56"E, A DISTANCE OF 768.98 FEET;  
THENCE S89°45'39"E, A DISTANCE OF 128.26 FEET;  
THENCE S69°47'19"E, A DISTANCE OF 306.30 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69°47'19"W, HAVING A DELTA OF 2°06'42", A RADIUS OF 1790.00 FEET, A DISTANCE OF 65.97 FEET TO A POINT OF TANGENT;

**DEED OF TRUST  
(Continued)**

Page 2

THENCE N18°06'10"E, A DISTANCE OF 383.72 FEET;  
 THENCE N19°13'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE;  
 THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°13'35"E, HAVING A DELTA OF 50°01'50", A RADIUS OF 1470.00 FEET, A DISTANCE OF 1283.60 FEET TO A POINT ON A CURVE;  
 THENCE N30°48'16"W, A DISTANCE OF 58.07 FEET;  
 THENCE N54°25'41"E, A DISTANCE OF 240.00 FEET;  
 THENCE S40°33'13"E, A DISTANCE OF 57.62 FEET TO A POINT ON CURVE;  
 THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N40°33'13"W, HAVING A DELTA OF 7°37'13", A RADIUS OF 1470.00 FEET A DISTANCE OF 195.51 FEET TO A POINT OF TANGENT;  
 THENCE N41°49'33"E, A DISTANCE OF 207.94 FEET TO A POINT OF CURVE;  
 THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 48°27'33", A RADIUS OF 1384.00 FEET, A DISTANCE OF 1170.55 FEET TO A POINT OF TANGENT;  
 THENCE S89°42'54"E, A DISTANCE OF 1221.71 FEET;  
 THENCE S00°17'06"W, A DISTANCE OF 306.26 FEET TO A POINT OF CURVE;  
 THENCE ON THE ARC OF CURVE TO THE RIGHT HAVING A DELTA OF 18°02'49", A RADIUS OF 930.00 FEET, A DISTANCE OF 292.93 FEET TO A POINT OF REVERSE CURVE;  
 THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 18°02'49", A RADIUS OF 870.00 FEET, A DISTANCE OF 274.03 FEET TO A POINT OF TANGENT;  
 THENCE S00°17'06"W, A DISTANCE OF 780.00 FEET;  
 THENCE S89°42'54"E, A DISTANCE OF 411.84 FEET;  
 THENCE S00°17'06"W, A DISTANCE OF 825.56 FEET;  
 THENCE N89°31'37"W, A DISTANCE OF 411.84;  
 THENCE S00°17'06"W, A DISTANCE OF 447.57 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
 THENCE S89°55'06"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 418.09 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 24. TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
 THENCE S89°30'15"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5238.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24;  
 THENCE N00°14'17"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 902.65 FEET TO THE POINT OF BEGINNING.

**The Real Property or its address is commonly known as Undeveloped Land, Colorado Springs, CO 80908.**

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the

**DEED OF TRUST  
(Continued)**

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Note, this Deed of Trust, and the Related Documents.

**CONSTRUCTION MORTGAGE.** This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Colorado.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably

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(Continued)**

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request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the

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(Continued)**

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Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, provided, however, to the extent any such Real Property description, title insurance policy, title report or final title opinion includes any reference to or any document referencing "statutory exceptions", Grantor shall nonetheless warrant and forever defend the title to the Property against all such statutory exceptions, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

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**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's

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property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Sale of the Property.** In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

**Attorneys' Fees; Expenses.** If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been

**DEED OF TRUST  
(Continued)**

Page 9

accepted by Lender in the State of Colorado.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Kirkpatrick Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means PT McCune, LLC dba Winsome, LLC, a Colorado limited liability company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means PT McCune, LLC dba Winsome, LLC, a Colorado limited liability company.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**DEED OF TRUST  
(Continued)**

Page 10

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Kirkpatrick Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated September 1, 2020, in the original principal amount of **\$3,986,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

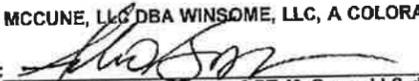
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means the Public Trustee of El Paso County, Colorado.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**PT MCCUNE, LLC DBA WINSOME, LLC, A COLORADO LIMITED LIABILITY COMPANY**

By: 

Andrew Biggs, Manager of PT McCune, LLC dba Winsome, LLC, a Colorado limited liability company

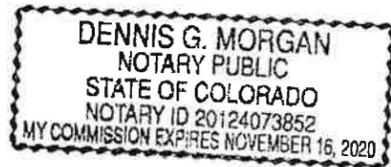
DEED OF TRUST  
(Continued)

Page 11

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado )  
 ) SS  
COUNTY OF El Paso )

This record was acknowledged before me on September 1, 2020 by Andrew Biggs, Manager of PT McCune, LLC dba Winsome, LLC, a Colorado limited liability company.



[Signature]  
Signature of Notarial Officer  
Notary Public in and for the State of Colorado  
My commission expires November 16, 2020

# 38

220136400 9/3/2020 10:25 AM  
PGS 3 \$23.00 DF \$0.00  
Electronically Recorded Official Records El Paso County CO  
Chuck Broerman, Clerk and Recorder  
TD1000 N

**WHEN RECORDED MAIL TO:**

Kirkpatrick Bank  
Colorado Springs Branch  
102 North Cascade Avenue, Suite 100  
Colorado Springs, CO 80903

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**DISBURSER'S NOTICE**



\*#####132509012020\*

The information contained on this Disburser's Notice is filed under Colo. Rev. Stat. Section 38-22-126(2).

**THIS DISBURSER'S NOTICE IS DATED SEPTEMBER 1, 2020.**

**BORROWER:** The "Borrower" is PT McCune, LLC dba Winsome, LLC, a Colorado limited liability company, whose address is 1864 Woodmoor Drive, Suite 100, Monument, CO 80132.

**LENDER:** The "Lender" is Kirkpatrick Bank, whose address is Colorado Springs Branch, 102 North Cascade Avenue, Suite 100, Colorado Springs, CO 80903, whose telephone number is (719) 866-6300.

**OWNER (IF DIFFERENT FROM BORROWER):**

**PRINCIPAL (GENERAL) CONTRACTOR(S):**

Principal Contractor: #1: ProTerra Properties, LLC

Address: 1864 Woodmoor Drive, Suite 100

Monument, CO 80132

Telephone Number: (719) 476-0800

**LEGAL DESCRIPTION OF PROPERTY:**

As shown on EXHIBIT "A"

**PROPERTY ADDRESS:**

Real Property located at Undeveloped Land, Colorado Springs, CO 80908

**DISBURSER'S NOTICE  
(Continued)**

Page 2

LENDER:

KIRKPATRICK BANK

X   
Mark Benes, Senior Vice President

EXHIBIT "A"

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$3,986,000.00	09-01-2020	08-01-2023	32760	0290		MAB	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** PT McCune, LLC dba Winsome, LLC, a Colorado limited liability company  
1864 Woodmoor Drive, Suite 100  
Monument, CO 80132

**Lender:** Kirkpatrick Bank  
Colorado Springs Branch  
102 North Cascade Avenue, Suite 100  
Colorado Springs, CO 80903

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION NO. 218900072, RECORDS OF EL PASO COUNTY, COLORADO, COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE S00°14'17"W, A DISTANCE OF 1684.27 FEET TO THE POINT OF BEGINNING;  
THENCE S89°41'23"E, A DISTANCE OF 820.25 FEET;  
THENCE N29°41'56"E, A DISTANCE OF 768.98 FEET;  
THENCE S89°45'39"E, A DISTANCE OF 128.26 FEET;  
THENCE S69°47'19"E, A DISTANCE OF 306.30 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69°47'19"W, HAVING A DELTA OF 2°06'42", A RADIUS OF 1790.00 FEET, A DISTANCE OF 65.97 FEET TO A POINT OF TANGENT;  
THENCE N18°06'10"E, A DISTANCE OF 383.72 FEET;  
THENCE N19°13'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°13'35"E, HAVING A DELTA OF 50°01'50", A RADIUS OF 1470.00 FEET, A DISTANCE OF 1283.60 FEET TO A POINT ON A CURVE;  
THENCE N30°48'16"W, A DISTANCE OF 58.07 FEET;  
THENCE N54°25'41"E, A DISTANCE OF 240.00 FEET;  
THENCE S40°33'13"E, A DISTANCE OF 57.62 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N40°33'13"W, HAVING A DELTA OF 7°37'13", A RADIUS OF 1470.00 FEET A DISTANCE OF 195.51 FEET TO A POINT OF TANGENT;  
THENCE N41°49'33"E, A DISTANCE OF 207.94 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 48°27'33", A RADIUS OF 1384.00 FEET, A DISTANCE OF 1170.55 FEET TO A POINT OF TANGENT;  
THENCE S89°42'54"E, A DISTANCE OF 1221.71 FEET;  
THENCE S00°17'06"W, A DISTANCE OF 306.26 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF CURVE TO THE RIGHT HAVING A DELTA OF 18°02'49", A RADIUS OF 930.00 FEET, A DISTANCE OF 292.93 FEET TO A POINT OF REVERSE CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 18°02'49", A RADIUS OF 870.00 FEET, A DISTANCE OF 274.03 FEET TO A POINT OF TANGENT;  
THENCE S00°17'06"W, A DISTANCE OF 780.00 FEET;  
THENCE S89°42'54"E, A DISTANCE OF 411.84 FEET;  
THENCE S00°17'06"W, A DISTANCE OF 825.56 FEET;  
THENCE N89°31'37"W, A DISTANCE OF 411.84;  
THENCE S00°17'06"W, A DISTANCE OF 447.57 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
THENCE S89°55'06"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 418.09 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
THENCE S89°30'15"W ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5238.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24;  
THENCE N00°14'17"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 902.65 FEET TO THE POINT OF BEGINNING.

BCC

#39

Chuck Broerman El Paso County, CO  
 06/24/2020 08:23:47 AM  
 Doc \$0.00 4  
 Rec \$0.00 Pages **220088382**

RESOLUTION NO. 20- 227

BOARD OF COUNTY COMMISSIONERS  
 COUNTY OF EL PASO,  
 STATE OF COLORADO

APPROVE EARLY GRADING PERMIT REQUEST BY WINSOME, LLC  
 (EGP-20-001)

WHEREAS, Winsome LLC, did file an application with the Planning and Community Development Department of El Paso County to authorize the County Engineer to issue a construction permit for pre-development site grading associated with the 164.4 acre proposed Winsome Filing No. 1 final plat in advance of approval of the final plat, for the herein described property in the unincorporated area of El Paso County; and

WHEREAS, a public hearing was held by this Board on June 23, 2020; and WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, comments of the El Paso County Development Services Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting, publication and public notice were provided as required by law for the hearing before the Board of County Commissioners of El Paso County.
2. That the hearing before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at the hearing.
3. That adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and the Engineering Criteria Manual are provided by the design.
4. That all data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations .

NOW, THEREFORE, BE IT RESOLVED THAT THE Board of County

Commissioners of the El Paso County, Colorado, hereby approves the request by GTL Development, Inc., for Rolling Hills Ranch at Meridian PUD (Planned Unit Development) to authorize the County Engineer to issue a construction permit for pre-development site grading associated with the 372.925 acre proposed the area more particularly described in the attached exhibit A, reference.

BE IT FURTHER RESOLVED that the following conditions shall be placed upon this approval:

**CONDITIONS OF APPROVAL**

1. The developer shall obtain approval of the necessary pre-development site grading construction documents prior to scheduling a preconstruction meeting with the Planning and Community Development Department Inspections staff.
2. Grading and erosion control collateral shall be posted prior to issuance of the construction permit.
3. Grading activities shall not occur until the applicant has secured all applicable federal, state, and county permits.

DONE THIS 23rd day of June, 2020, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

ATTEST:

By:



By:

Chair

EXHIBIT A

LEGAL DESCRIPTION: WINSOME FILING NO. 1

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S00°14'17"W, A DISTANCE OF 1,684.27 FEET TO THE POINT OF BEGINNING; THENCE S89°41'23"E, A DISTANCE OF 820.25 FEET; THENCE N29°41'56"E, A DISTANCE OF 768.98 FEET; THENCE S89°45'39"E, A DISTANCE OF 128.26 FEET; THENCE S69°47'19"E, A DISTANCE OF 306.30 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69°47'19"W, HAVING A DELTA OF 2°06'42", A RADIUS OF 1,790.00 FEET, A DISTANCE OF 65.97 FEET TO A POINT OF TANGENT; THENCE N18°06'10"E, A DISTANCE OF 383.72 FEET; THENCE N19°13'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°13'35"E, HAVING A DELTA OF 50°01'50", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 1,283.60 FEET TO A POINT ON CURVE; THENCE N30°48'16"W, A DISTANCE OF 58.07 FEET; THENCE N54°25'41"E, A DISTANCE OF 240.00 FEET; THENCE S40°33'13"E, A DISTANCE OF 117.62 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N40°33'13"W, HAVING A DELTA OF 7°37'13", A RADIUS OF 1,530.00 FEET A DISTANCE OF 203.49 FEET TO A POINT OF TANGENT; THENCE N41°49'33"E, A DISTANCE OF 100.05 FEET; THENCE S34°15'42"E, A DISTANCE OF 1,176.07 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N38°44'46"W, HAVING A DELTA OF 3°31'19", A RADIUS OF 3,970.00 FEET, A DISTANCE OF 244.03 FEET TO A POINT OF TANGENT; THENCE S54°46'33"W, A DISTANCE OF 146.74 FEET; THENCE S35°13'27"E, A DISTANCE OF 60.00 FEET; THENCE N54°46'33"E, A DISTANCE OF 146.74 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 3°27'19", A RADIUS OF 4,030.00 FEET, A DISTANCE OF 243.03 FEET TO A POINT ON CURVE; THENCE S32°53'11"E, A DISTANCE OF 363.08 FEET; THENCE S21°16'12"E, A DISTANCE OF 333.95

FEET; THENCE S10°20'00"E, A DISTANCE OF 247.91 FEET; THENCE S00°29'45"E, A DISTANCE OF 484.81 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; THENCE S89°30'15"W ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4,535.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 922.65 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,161,246 SQUARE FEET OR 164.400 ACRES.

**EXEMPLIFIED COPY CERTIFICATE**

**CERTIFICATE OF COPY**

**EL PASO COUNTY, COLORADO**

I, **Sheri L. King**, Clerk of the Combined Courts, El Paso County, 4<sup>th</sup> Judicial District, Colorado, do hereby certify the following to be a true, perfect and complete copy of: **2020CV30339**

This Packet Contains a copy of Order and Decree Organizing District and Issuance of Certificates of Election In Re The Organization of Winsome Metropolitan District No. 3, County of El Paso, Colorado, Certificate of Election (Andrew J. Biggs), Certificate of Election (Charlie Williams), Certificate of Election (Jerry D. Biggs), Certificate of Election (Joseph W. DesJardin), Certificate of Election (Tamrin Apaydin). There are 9 pages included this cover.

**IN THE MATTER OF: WINSOME METROPOLITIAN DISTRICT NO. 3**



Dated and sealed at my office in Colorado Springs, Colorado on this date: 6-1-2020

*Sheri L. King*  
Sheri L. King, Clerk of Court

**EL PASO COUNTY, COLORADO**

**CERTIFICATE OF ATTESTATION**

I, **Will Bain**, Chief Judge of the Combined Courts for the Fourth Judicial District, Colorado, do certify that **Sheri L. King**, whose name is subscribed to the Certificate of Copy, now is, and was, at the time of signing and sealing the same, Clerk of the Combined Courts, El Paso County, 4<sup>th</sup> Judicial District, Colorado, and custodian of the records and keeper of the seal thereof, duly appointed and qualified to office; that full faith and credit are and of right to be given to all official acts as such in all Courts of Record and elsewhere; and that said attestation is in due form of law, and by the proper officer.



BY THE COURT:  
*Will Bain*  
Will Bain, Chief Judge

**EL PASO COUNTY, COLORADO**

**CERTIFICATE OF ATTESTATION**

I, **Sheri L. King**, Clerk of the Combined Courts, El Paso County, 4<sup>th</sup> Judicial District, Colorado, do certify that **Will Bain**, Chief Judge whose genuine signature is appended to the foregoing Certificate of Attestation, was at the time signing and is now the Chief Judge of the Combined Courts, 4<sup>th</sup> Judicial District, Colorado, duly commissioned and qualified; that full faith and credit are and of right ought to be given to all his official acts as such, in all Courts of Record and elsewhere.



*Sheri L. King*  
Sheri L. King, Clerk of Court

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<b>SO ORDERED BY COURT</b> 05/13/2020 DATE FILED: May 13, 2020 10:27 AM CASE NUMBER: 2020CV030339  <b>ERIC BENTLEY</b> District Court Judge  ▲ COURT USE ONLY ▲
<b>In the Matter of:</b>  WINSOME METROPOLITAN DISTRICT NO. 3	Case No: 2020CV030339 Div: 8
<b>By the Court:</b>	
<b>ORDER AND DECREE ORGANIZING DISTRICT AND ISSUANCE OF                  CERTIFICATES OF ELECTION IN RE THE ORGANIZATION OF                  WINSOME METROPOLITAN DISTRICT NO. 3,                  COUNTY OF EL PASO, COLORADO</b>	

This matter comes before the Court on the Motion for Order and Decree Organizing District and Issuance of Certificates of Election filed by the Petitioners for the organization of the Winsome Metropolitan District No. 3 (the "District"). This Court, being fully advised in the premises, hereby FINDS AND ORDERS:

- 1) That a majority of the votes cast at the election held on Tuesday, May 5, 2020, in which the question of organization of the District was submitted to eligible electors, were in favor of organization and that the election was held in accordance with Articles 1 to 13.5 of Title 1, C.R.S.
- 2) That the District shall be and is hereby duly and regularly organized in accordance with the requirements of Title 32, Article 1, C.R.S.
- 3) That the District shall be known as "Winsome Metropolitan District No. 3," the corporate name as designated in the Petition filed with this Court.
- 4) That the District is located in El Paso County, Colorado, as more particularly described as follows:

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 3

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24 TOWNSHIP 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E, ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19 ; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,378.65 FEET; THENCE N89°31'37"W, A DISTANCE OF 706.62 FEET; THENCE S00°17'14"W, A DISTANCE OF 447.57 FEET; TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 417.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 702.75 FEET; THENCE N00°34'30"W, A DISTANCE OF 465.43 FEET; THENCE N10°21'26"W, A DISTANCE OF 247.31 FEET; THENCE N21°16'12"W, A DISTANCE OF 333.95 FEET; THENCE N32°53'11"W, A DISTANCE OF 363.18 FEET; THENCE N34°16'51"W, A DISTANCE OF 60.19 FEET; THENCE N34°15'42"W, A DISTANCE OF 1,175.97 FEET; THENCE N48°10'27"W, A DISTANCE OF 60.00 FEET; THENCE S41°49'33"W; A DISTANCE OF 100.05 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 02°58'12", A RADIUS OF 1,470.00; FEET, A DISTANCE OF 76.20 FEET TO A POINT ON CURVE; THENCE N45°35'12"W, A DISTANCE OF 506.11 FEET; THENCE N15°45'23"E, A DISTANCE OF 1,339.56 FEET; THENCE N36°40'47"W, A DISTANCE OF 395.11 FEET; THENCE N66°25'49"W, A DISTANCE OF 564.35 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE

CENTER BEARS N66°08'50"W, HAVING A DELTA OF 11°18'37"W, A RADIUS OF 580.00 FEET, A DISTANCE OF 114.49 FEET TO A POINT OF TANGENT; THENCE N12°32'33"E, A DISTANCE OF 660.46 FEET; THENCE N77°27'27"W, A DISTANCE OF 83.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 14,509,671 SQUARE FEET OR 333.096 ACRES.

5) That the District shall be a quasi-municipal corporation and political subdivision of the State of Colorado with all the powers thereof.

6) A certified copy of this Order, a copy of the approved Service Plan and the Resolution approving the Service Plan shall be filed with the El Paso County Clerk and Recorder and the Division of Local Government, Department of Local Affairs as required by Section 32-1-306, C.R.S.

7) That the following qualified persons were duly elected as members of the District's first Board of Directors for the indicated terms, and as further shown on the Certificates of Election, issued by this Court in accordance with Section 32-1-305.5(5), C.R.S., which Certificates are attached hereto:

<u>NAME</u>	<u>TERM</u>
Charlie Williams	May 2022
Jerry D. Biggs	May 2022
Joseph W. DesJardin	May 2023
Tamrin Apaydin	May 2023
Andrew J. Biggs	May 2023

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BY THE COURT:

\_\_\_\_\_  
District Court Judge

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<p style="text-align: center;"><b>SO ORDERED BY COURT</b></p> <p style="text-align: center;">05/20/2020</p> DATE FILED: May 20, 2020 8:41 AM CASE NUMBER: 2020CV030339  <p style="text-align: center;"><b>ERIC BENTLEY</b>                  District Court Judge</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
In the Matter of:  <b>WINSOME METROPOLITAN DISTRICT NO. 3</b>	
By the Court:	Case No: 2020CV030339  Div: 8
<p><b>CERTIFICATE OF ELECTION</b>  <b>IN RE THE ORGANIZATION OF WINSOME METROPOLITAN DISTRICT NO. 3,</b>  <b>COUNTY OF EL PASO, COLORADO</b></p>	

The Court having determined that the election conducted on Tuesday, May 5, 2020 concerning the organization of Winsome Metropolitan District No. 3 was held in accordance with Articles 1 to 13.5 of Title 1, C.R.S. and acting in accordance with Section 32-1-305.5(5), C.R.S., hereby certifies Andrew J. Biggs as duly elected to the office of Director of Winsome Metropolitan District No. 3 for a term until May 2023.

BY THE COURT:

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District Court Judge

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<b>SO ORDERED BY COURT</b> 05/20/2020 DATE FILED: May 20, 2020 8:41 AM CASE NUMBER: 2020CV03339  <b>ERIC BENTLEY</b> District Court Judge  ▲ COURT USE ONLY ▲
<b>In the Matter of:</b>  <b>WINSOME METROPOLITAN DISTRICT NO. 3</b>	
<b>By the Court:</b>	Case No: 2020CV030339  Div: 8
<b>CERTIFICATE OF ELECTION</b> <b>IN RE THE ORGANIZATION OF WINSOME METROPOLITAN DISTRICT NO. 3,</b> <b>COUNTY OF EL PASO, COLORADO</b>	

The Court having determined that the election conducted on Tuesday, May 5, 2020 concerning the organization of Winsome Metropolitan District No. 3 was held in accordance with Articles 1 to 13.5 of Title 1, C.R.S. and acting in accordance with Section 32-1-305.5(5), C.R.S., hereby certifies Charlie Williams as duly elected to the office of Director of Winsome Metropolitan District No. 3 for a term until May 2022.

BY THE COURT:

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District Court Judge

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<b>SO ORDERED BY COURT</b> 05/20/2020 DATE FILED: May 20, 2020 8:41 AM CASE NUMBER: 2020CV030339  <b>ERIC BENTLEY</b> District Court Judge  ▲ COURT USE ONLY ▲
<b>In the Matter of:</b>  <b>WINSOME METROPOLITAN DISTRICT NO. 3</b>	Case No: 2020CV030339 Div: 8
<b>By the Court:</b>	
<b>CERTIFICATE OF ELECTION</b> <b>IN RE THE ORGANIZATION OF WINSOME METROPOLITAN DISTRICT NO. 3,</b> <b>COUNTY OF EL PASO, COLORADO</b>	

The Court having determined that the election conducted on Tuesday, May 5, 2020 concerning the organization of Winsome Metropolitan District No. 3 was held in accordance with Articles 1 to 13.5 of Title 1, C.R.S. and acting in accordance with Section 32-1-305.5(5), C.R.S., hereby certifies Jerry D. Biggs as duly elected to the office of Director of Winsome Metropolitan District No. 3 for a term until May 2022.

BY THE COURT:

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District Court Judge

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<p style="text-align: center;"><b>SO ORDERED BY COURT</b></p> <p style="text-align: center;">05/20/2020</p> DATE FILED: May 20, 2020 8:41 AM CASE NUMBER: 2020CV030339  <p style="text-align: center;"><b>ERIC BENTLEY</b>                  District Court Judge</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
In the Matter of:  <b>WINSOME METROPOLITAN DISTRICT NO. 3</b>	Case No: 2020CV030339  Div: 8
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The Court having determined that the election conducted on Tuesday, May 5, 2020 concerning the organization of Winsome Metropolitan District No. 3 was held in accordance with Articles 1 to 13.5 of Title 1, C.R.S. and acting in accordance with Section 32-1-305.5(5), C.R.S., hereby certifies Joseph W. DesJardin as duly elected to the office of Director of Winsome Metropolitan District No. 3 for a term until May 2023.

BY THE COURT:

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District Court Judge

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<b>SO ORDERED BY COURT</b> 05/20/2020 DATE FILED: May 20, 2020 8:41 AM CASE NUMBER: 2020CV030339  <b>ERIC BENTLEY</b> District Court Judge  ▲ COURT USE ONLY ▲
<b>In the Matter of:</b>  <b>WINSOME METROPOLITAN DISTRICT NO. 3</b>	
<b>By the Court:</b>	Case No: 2020CV030339 Div: 8
<b>CERTIFICATE OF ELECTION</b> <b>IN RE THE ORGANIZATION OF WINSOME METROPOLITAN DISTRICT NO. 3,</b> <b>COUNTY OF EL PASO, COLORADO</b>	

The Court having determined that the election conducted on Tuesday, May 5, 2020 concerning the organization of Winsome Metropolitan District No. 3 was held in accordance with Articles 1 to 13.5 of Title 1, C.R.S. and acting in accordance with Section 32-1-305.5(5), C.R.S., hereby certifies Tamrin Apaydin as duly elected to the office of Director of Winsome Metropolitan District No. 3 for a term until May 2023.

BY THE COURT:

\_\_\_\_\_  
 District Court Judge

#41

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR REPLACEMENT PLAN TO ALLOW THE WITHDRAWAL OF GROUNDWATER FROM THE DAWSON AQUIFER IN THE KIOWA-BIJOU DESIGNATED GROUND WATER BASIN.

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REPLACEMENT PLAN NO. 2 - DETERMINATION OF WATER RIGHT NO. 1692-BD

AQUIFER: DAWSON

APPLICANT: MCCUNE RANCH, LLC

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In compliance with Section 37-90-107.5, C.R.S. and the Designated Basin Rules, 2 CCR 410-1 ("Rules" or "Rule"), McCune Ranch, LLC ("Applicant") submitted an application to replace the previously approved McCune Ranch, LLC replacement plan that allowed the withdrawal of ground water from the Dawson Aquifer that has been allocated by Determination of Water Right No. 1692-BD.

**FINDINGS**

1. Pursuant to Section 37-90-107.5, C.R.S., in a Findings and Order dated June 29, 2018, the Ground Water Commission ("Commission") approved a Replacement Plan that allowed the withdrawal of 42 acre-feet per year of Dawson Aquifer groundwater allocated by Determination of Water Right No. 1692-BD. This replacement plan application submitted by the Applicant seeks to replace in its entirety the previously approved replacement plan.
2. Pursuant to Section 37-90-107(7), C.R.S., in a Findings and Order dated June 25, 2008, the Commission approved a Determination of a Right to an Allocation of Ground Water, No. 1692-BD, from the Dawson Aquifer ("Aquifer"), summarized as follows.
  - a. The determination quantified an amount of water from beneath 900.52 acres of overlying land generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th Principal Meridian, in El Paso County.
  - b. The allowed average annual amount of withdrawal shall not exceed 819 acre-feet, which based on an aquifer life of one hundred years results in an amount of water allocated of 81,900 acre-feet (subject to adjustment by the Commission to conform to actual local aquifer characteristics).
  - c. The use of ground water is limited to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes.
  - d. In accordance with Rule 5.3.6 the withdrawal of the subject ground water will, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal, the ground water is considered to be not-nontributary, and Commission approval of a replacement plan providing for actual depletion of affected alluvial aquifers and adequate to prevent any material injury to existing water rights in such alluvial aquifers is required prior to approval of well permits for wells to withdraw the subject ground water.
3. The subject water is Designated Ground water located within the boundaries of the Kiowa-

Replacement Plan No. 2, Determination No.: 1692-BD  
 Aquifer: Dawson  
 Applicant: McCune Ranch, LLC

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Bijou Designated Ground Water Basin. The Commission has jurisdiction over the withdrawal of the water by large capacity wells that are permitted pursuant to section 37-90-107(7), C.R.S.

4. Withdrawal of the subject ground water would deplete the alluvial aquifer of the Kiowa-Bijou Designated Ground Water Basin, the alluvial aquifer of the Upper Big Sandy Designated Ground Water Basin and the alluvial aquifer of the Upper Black Squirrel Creek Designated Ground Water Basin, all of which, according to Rules 5.2.4.2, 5.2.7.2 and 5.2.6.2, respectively, have been determined to be over appropriated. Such depletion would unreasonably impair existing large capacity alluvial rights withdrawing water from those alluvial aquifers.
5. Pursuant to Rule 5.6.1 this plan must be adequate to prevent any material injury to water rights of other appropriators, which for purposes of this plan means large capacity wells withdrawing water from the alluvial aquifer of the Kiowa-Bijou Designated Ground Water Basin, the alluvial aquifer of the Upper Big Sandy Designated Ground Water Basin and the alluvial aquifer of the Upper Black Squirrel Creek Designated Ground Water Basin.
6. Pursuant to Rule 5.3.6.2(C) the amount of replacement water shall provide for the depletion of alluvial water for the first 100 years due to all previous pumping and if pumping continues beyond 100 years, shall replace actual impact until pumping ceases.
7. The application for the replacement plan was received by the Commission on December 6, 2018. The application is subject to the Designated Basin Rules as re-amended on May 15, 2018.
8. The Applicant proposes to divert 49.8 acre-feet annually from the Dawson Aquifer for a period of 300 years. The Dawson aquifer water will be withdrawn through 83 wells to be located on 83 residential lots. The residential lots will be within 278.1 acres generally described as a portion of the W1/2 of Section 19, Township 11 South, Range 64 West and a portion of Section 24, Township 11 South, Range 65 West, 6<sup>th</sup> P.M., and more specifically described on attached Exhibit B. As shown on attached Exhibit B, 70 lots are located mostly in Section 24 and 13 lots are located mostly in Section 19. Each Dawson Aquifer well is proposed to divert 0.6 acre-feet of water annually for use in 1 single family residence; irrigation of landscape, lawn and gardens; and watering of domestic animals and stock.
9. At a continuous withdrawal of 49.8 acre-feet annually for 300 years, depletions to the alluvial aquifer systems of the Kiowa-Bijou Designated Ground Water Basin, Upper Big Sandy Designated Ground Water Basin and Upper Black Squirrel Creek Designated Ground Water Basin would steadily increase to 1.87 acre-feet per year in the 300th year, which is equal to 3.75% of pumping, as shown in Exhibit A.
10. The Applicant proposes to provide 22.41 acre-feet per year of replacement water to the alluvial aquifer system of the Kiowa-Bijou Designated Ground Water Basin. The proposed source of replacement water is septic and leaching field return flows from the in-house use of the ground water to be pumped under the plan. The Applicant estimates that return flows from each lot will consist of 90% of the water used for in-house purposes. Assuming each lot uses a total annual amount for in-house use of 0.30 acre-feet, the return flow per lot would be 0.27 acre-feet annually, and the return flows under the plan will total 22.41 acre-feet per year for all 83 lots at full build out.

Replacement Plan No. 2, Determination No.: 1692-BD  
 Aquifer: Dawson  
 Applicant: McCune Ranch, LLC

11. The subject property is located within the drainage of Kiowa Creek, and the return flows will flow to the alluvial aquifer of the Kiowa-Bijou Designated Ground Water Basin. The Applicant proposes to aggregate all replacements to the drainage in which the well or wells will operate, in accordance with Guideline 2007-1.
12. Pursuant to Rule 5.6.1.D this plan may not cause unreasonable impairment of water quality. So long as the septic and leaching treatment systems for the in-house use of the water are constructed and operated in compliance with state and county health department standards the plan would not cause unreasonable impairment of water quality of the alluvial aquifer.
13. Records in this office indicate that the Applicant controls the water right to be used as the source of replacement water, consisting of Determination of Water Right No. 1692-BD, and such water is legally available for use pursuant to this plan.
14. In accordance with Sections 37-90-107.5 and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on December 19, 2019 and December 26, 2019. No objections to the application were received within the time limit set by statute.
15. According to Rule 5.6.2:
  - a. The Applicant has the burden of proving the adequacy of the plan in all respects.
  - b. The Commission Staff shall propose any additional terms and conditions or limitations which are necessary to prevent material injury and to ensure that the plan is administrable and enforceable.
16. The Commission Staff has evaluated the application pursuant to Section 37-90-107.5, C.R.S., and the requirements of Rule 5.3.6.2(C) and Rule 5.6, finds that the requirements have been met, no material injury will occur to water rights of other appropriators, and the plan may be approved to allow diversions from the Dawson Aquifer if operated subject to the conditions given below.

#### ORDER

In accordance with Section 37-90-107.5, C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for a replacement plan to allow the withdrawal of ground water from the Dawson Aquifer underlying 900.52 acres that are the subject of Determination of Water Right no. 1692-BD is approved subject to the following conditions:

17. Approval of this replacement plan hereby cancels the McCune Ranch, LLC replacement plan approved by the Commission in a Findings and Order dated June 29, 2018.
18. The Dawson aquifer water will be withdrawn through 83 wells to be located on 83 residential lots. The residential lots will be within 278.1 acres generally described as a portion of the W1/2 of Section 19, Township 11 South, Range 64 West and a portion of Section 24, Township 11 South, Range 65 West, 6<sup>th</sup> P.M., and more specifically described on attached Exhibit B. Each Dawson Aquifer well may divert 0.6 acre-feet of water annually for use in 1 single family residence; irrigation of landscape, irrigation of lawn and gardens; and watering of domestic animals and stock.
19. The allowed annual amount of ground water to be withdrawn from the aquifer by all wells

Replacement Plan No. 2, Determination No.: 1692-BD  
 Aquifer: Dawson  
 Applicant: McCune Ranch, LLC

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operating under this plan shall not exceed 49.8 acre-feet. The allowed annual amount of water to be withdrawn from each on-lot well shall not exceed 0.6 acre-feet.

20. A totalizing flow meter shall be installed on each well. The well owner shall maintain the meter in good working order.
21. Permanent records of all withdrawals of ground water from each well shall be recorded at least annually by the well owners, permanently maintained, and provided to the Commission.
22. Pumping under this plan is limited to a period of 300 years. The year of first use of this replacement plan shall be the calendar year of construction of a well permitted pursuant to this plan or permitting of an existing well pursuant to the plan.
23. Return flows from in-house use of ground water shall occur through individual on-lot non-evaporative septic systems located within the 278.1 acres of land on which the 83 wells will be located, as described in paragraph 19 above and shown on attached Exhibit B. The septic systems must be constructed and operated in compliance with a permit issued by a local health agency.
24. Replacement of depletions must be provided annually in the acre-feet amounts shown in Exhibit A. Annual replacement requirements may be computed by pro-rating between the values given on Exhibit A, or for simplicity may be taken as the amount shown in the next succeeding 5 year increment.
25. The Applicant or their successor(s) are responsible for ensuring that replacement water is provided to the alluvial aquifer as required by this plan. The annual replacement requirement and the annual amount of replacement water provided shall be calculated and reported on a form acceptable to the Commission. The annual amount of replacement water provided must be no less than the annual replacement requirement on a yearly basis. No credit shall be claimed by the Applicant for an oversupply of replacement water provided to the alluvium during previous years.
26. The Applicant must provide the required annual amount of replacement water for the first 100 years, or for as long as a well is operated pursuant to this plan, whichever is longer.
27. To assure adequate return flows, the number of wells serving an occupied single-family dwelling that is generating return flows via a non-evaporative septic system must be equal to or greater than the number of wells shown in Table 1 below, or an amended or alternate replacement plan must be obtained that will replace actual depletions to the alluvial aquifer so as to prevent any material injury to water rights of other appropriators.

Year	No. of Wells	Return Flow (af/yr)
1-70	1	0.27
71-110	2	0.54
111-150	3	0.81
151-185	4	1.08
186-225	5	1.35
226-260	6	1.62
261-300	7	1.89

Replacement Plan No. 2, Determination No.: 1692-BD  
 Aquifer: Dawson  
 Applicant: McCune Ranch, LLC

Page 5

28. The Applicant (and their successors) must gather and maintain permanent records of all information pertaining to operation of this plan, which shall include, but is not be limited to, those items identified below. The Applicant must submit records to the Commission on forms acceptable to the Commission, on an annual basis for the previous calendar year, by February 15<sup>th</sup> of the following year.
- a. Identification of all well permits issued and wells constructed under this plan.
  - b. The amount of water diverted by each well and all wells in total, both annually and cumulatively since operation of the plan began.
  - c. The number of occupied dwellings served by each well.
  - d. The number of square feet irrigated by each well.
  - e. The number of large domestic animals served by each well.
  - f. The return flows occurring from use of all wells operating under the plan, assuming 0.27 acre-feet per year per occupied single family dwelling (90% of the water used for in-house purposes) enters the alluvial aquifer as replacement water.
  - g. Any other information the Commission deems relevant and necessary to operation, monitoring, accounting, or administration of the plan.
29. The Applicant (and their successors) are fully responsible for the operation, monitoring, and accounting of the replacement plan. In the event a lot with a well permitted or operating pursuant to this plan is sold, identification of the well that was sold and evidence that the new owner has been notified of their responsibilities under the replacement plan shall accompany that year's accounting.
30. Any covenants adopted for this subdivision should contain a description of the replacement plan, including the limitations on diversions and use of water for each well and lot, the requirement to meter and record all well pumping, and information on how records are to be reported and the plan is to be administered.
31. In the event the permitted well or wells are not operated in accordance with the conditions of this replacement plan, they shall be subject to administration, including orders to cease diverting ground water.
32. All terms and conditions of Determination of Water Right No. 1692-BD must be meet.
33. A copy of this Findings and Order shall be recorded by the Applicant in the clerk and recorder's records of El Paso County, so that a title examination of the land on which the structures involved in this plan are located reveals the existence of this plan.

Dated this 3rd day of February, 2020.



Kevin G. Rein, P.E.  
 Executive Director  
 Colorado Ground Water Commission

By: 

Keith Vander Horst, P.E.  
 Chief of Water Supply, Basins

Exhibit A  
 Replacement Plan - Determination No.: 1692-BD  
 Page 1 of 1

Designated Basin Summary Table for McCune Ranch, LLC Pumping Rate of 49.8 acre-feet per year for 300 Years from the Dawson aquifer Section(s): Sec. 24, T11S, R65W and Sec. 19, T11S, R64W							
Year	Pumping (Q) (AF/YR)	Annual Depletion (q) (AF/YR)	Depletion as a % of Pumping (q/Q)	Year	Pumping (Q) (AF/YR)	Annual Depletion (q) (AF/YR)	Depletion as a % of Pumping (q/Q)
5	49.8	0.00	0.00	155	49.8	0.85	1.70
10	49.8	0.00	0.01	160	49.8	0.88	1.78
15	49.8	0.01	0.02	165	49.8	0.92	1.85
20	49.8	0.02	0.04	170	49.8	0.96	1.92
25	49.8	0.03	0.06	175	49.8	0.99	1.99
30	49.8	0.05	0.10	180	49.8	1.03	2.07
35	49.8	0.07	0.13	185	49.8	1.07	2.14
40	49.8	0.09	0.18	190	49.8	1.10	2.21
45	49.8	0.11	0.22	195	49.8	1.14	2.28
50	49.8	0.14	0.27	200	49.8	1.17	2.36
55	49.8	0.16	0.33	205	49.8	1.21	2.43
60	49.8	0.19	0.38	210	49.8	1.25	2.50
65	49.8	0.22	0.44	215	49.8	1.28	2.57
70	49.8	0.25	0.51	220	49.8	1.32	2.64
75	49.8	0.28	0.57	225	49.8	1.35	2.72
80	49.8	0.32	0.64	230	49.8	1.39	2.79
85	49.8	0.35	0.70	235	49.8	1.42	2.86
90	49.8	0.38	0.77	240	49.8	1.46	2.93
95	49.8	0.42	0.84	245	49.8	1.49	3.00
100	49.8	0.45	0.91	250	49.8	1.53	3.07
105	49.8	0.49	0.98	255	49.8	1.56	3.14
110	49.8	0.52	1.05	260	49.8	1.60	3.21
115	49.8	0.56	1.12	265	49.8	1.63	3.28
120	49.8	0.59	1.19	270	49.8	1.67	3.34
125	49.8	0.63	1.27	275	49.8	1.70	3.41
130	49.8	0.67	1.34	280	49.8	1.73	3.48
135	49.8	0.70	1.41	285	49.8	1.77	3.55
140	49.8	0.74	1.48	290	49.8	1.80	3.62
145	49.8	0.78	1.56	295	49.8	1.84	3.69
150	49.8	0.81	1.63	300	49.8	1.87	3.75

Created by jmw on December 13, 2019

Values for 'Depletion as a % of Pumping' (q/Q) are not calculated when the pumping rate (Q) is changed to anything but zero

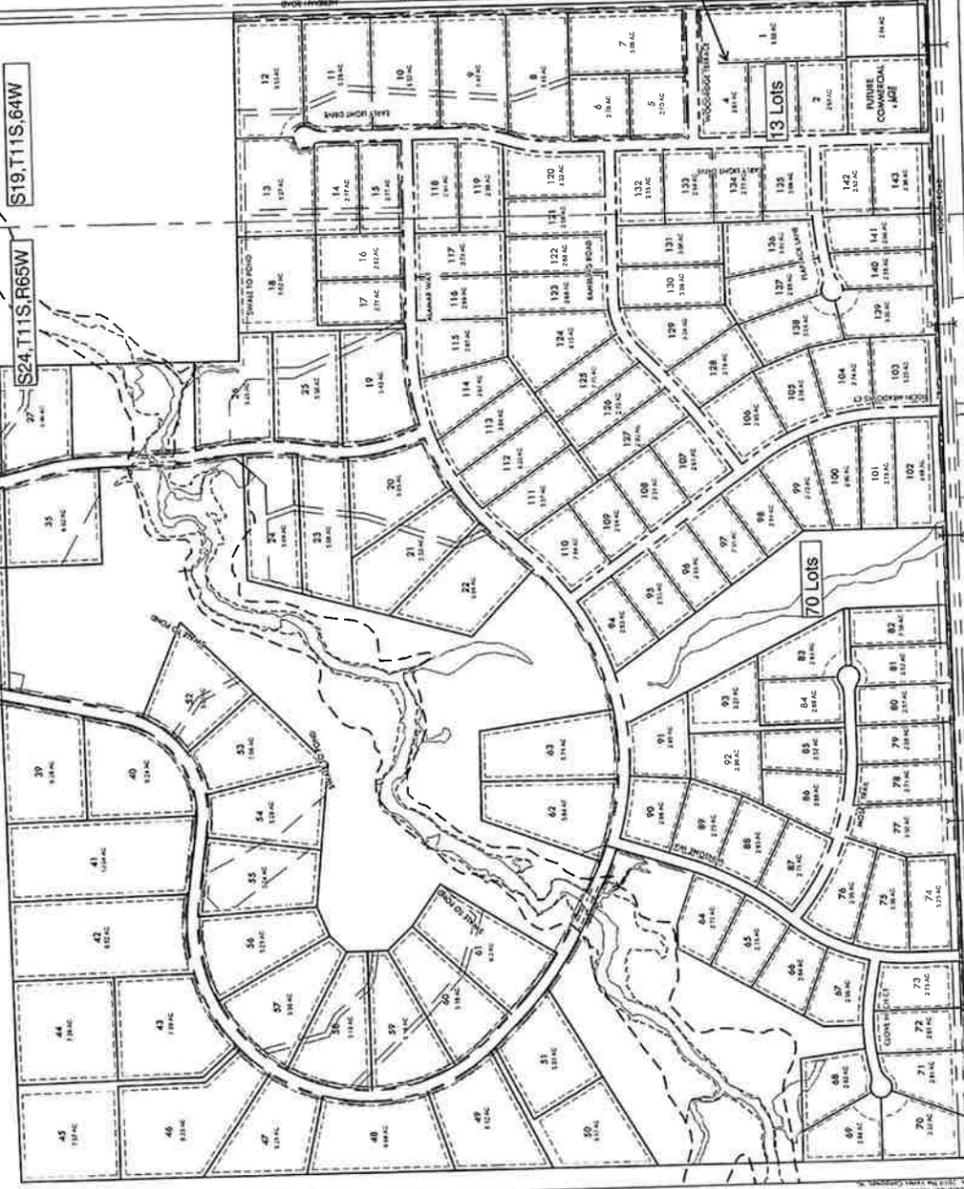


Received by email dated 12/11/19



Exhibit B  
Replacement Plan - Determination No.: 1692-BD  
Page 1 of 1

**Demand Summary**  
S24, T11S, R65W = 70 Lots @ 0.600  
AF/Lot/Year = 42.00 AF/year  
S19, T11S, R64W = 13 Lots @ 0.600  
AF/Lot/Year = 7.800 AF/year



PROPOSED AREA: 278.1 AC - 83 LOTS

Proposed Phase 1 - 83 lot development

**VERTIX**  
2420 W. 26th Avenue, Suite 100-D | Denver, CO 80211  
Mo: 303.923.9116 | VERTEXNG.COM

SITE PLAN EXHIBIT

FOR: POTERRA PROPERTIES, LLC  
1864 WOODMORE DR, SUITE 100  
MONUMENT, COLORADO 80132

NO.	REVISIONS
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DATE: 09/10/2019	1
DRAWN BY: JZ	
CHECKED BY: JWB	
JOB #: 4-2288	



Recieved by email dated 12/13/2019

EDWARD-JAMES SURVEYING, INC.

December 11, 2019  
Job 1858.00  
Page 1 of 3

EXHIBIT A

LEGAL DESCRIPTION: REPLACEMENT PLAN

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28858" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°14'17"W, A DISTANCE OF 1,684.27 FEET TO THE POINT OF BEGINNING; THENCE S89°41'23"E, A DISTANCE OF 820.25 FEET; THENCE N29°41'56"E, A DISTANCE OF 768.98 FEET; THENCE S89°45'39"E, A DISTANCE OF 128.26 FEET; THENCE S69°47'19"E, A DISTANCE OF 306.30 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69°47'19"W, HAVING A DELTA OF 2°06'42", A RADIUS OF 1,790.00 FEET, A DISTANCE OF 65.97 FEET TO A POINT OF TANGENT; THENCE N18°06'10"E, A DISTANCE OF 383.72 FEET; THENCE N19°13'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°13'35"E, HAVING A DELTA OF 50°01'50", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 1,283.60 FEET TO A POINT ON CURVE; THENCE N30°48'16"W, A DISTANCE OF 58.07 FEET; THENCE N54°25'41"E, A DISTANCE OF 240.00 FEET; THENCE S40°33'13"E, A DISTANCE OF 57.62 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N40°33'13"W, HAVING A DELTA OF 7°37'13", A RADIUS OF 1,470.00 FEET A DISTANCE OF 195.51 FEET TO A POINT OF TANGENT; THENCE N41°49'33"E, A DISTANCE OF 207.94 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 48°27'33", A RADIUS OF 1,384.00 FEET, A DISTANCE OF 1,170.55 FEET TO A POINT OF TANGENT; THENCE S89°42'54"E, A DISTANCE OF 1,221.71 FEET; THENCE S00°17'06"W, A DISTANCE OF 306.26 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF CURVE OT THE RIGHT HAVING A DELTA OF 18°02'49", A RADIUS OF 930.00 FEET, A DISTANCE OF 292.93 FEET TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 18°02'49", A RADIUS OF 870.00 FEET, A DISTANCE OF 274.03 FEET TO A POINT OF TANGENT; THENCE S00°17'06"W, A DISTANCE OF 780.00 FEET; THENCE S89°42'54"E, A DISTANCE OF 411.84 FEET; THENCE S00°17'06"W, A DISTANCE OF 825.56 FEET; THENCE N89°31'37"W, A DISTANCE OF 411.84 FEET; THENCE S00°17'06"W, A DISTANCE OF 447.57 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; THENCE S89°55'06"W ON A LINE 50.00 NORTH OF AND PARALLEL TO SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 418.09 FEET TO A POINT THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; THENCE

Recieved<sup>2</sup> by email dated 12/13/2019

S89°30'15"W ON A LINE 50.00 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5,238.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 902.65 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12,114,313 SQUARE FEET OR 278.106 ACRES.

**LEGAL DESCRIPTION STATEMENT**

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



---

JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 33196  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR REPLACEMENT PLAN TO ALLOW THE WITHDRAWAL OF  
GROUNDWATER FROM THE DAWSON AQUIFER IN THE KIOWA-BIJOU DESIGNATED GROUNDWATER BASIN.

REPLACEMENT PLAN NO. 1692-RP, NO. 3

FOR DETERMINATION OF WATER RIGHT NO. 1692-BD

AQUIFER: DAWSON

APPLICANT: WINSOME, LLC

In compliance with section 37-90-107.5, C.R.S. and the Designated Basin Rules, 2 CCR 410-1 (Rules or Rule), Winsome, LLC (Applicant) submitted an application for a replacement plan to allow the withdrawal of groundwater from the Dawson Aquifer that has been allocated by Determination of Water Right No. 1692-BD.

**FINDINGS**

1. Pursuant to section 37-90-107(7), C.R.S., in a Findings and Order dated June 25, 2008, the Ground Water Commission (Commission) approved a Determination of a Right to an Allocation of Groundwater, No. 1692-BD, from the Dawson Aquifer (Aquifer), summarized as follows.
  - a. The determination quantified an amount of water from beneath 900.52 acres of overlying land generally described as the SW1/4 of the SW1/4, Section 18, the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM and the S1/2 of the SE1/4, Section 13 and all of Section 24, Township 11 South, Range 65 West of the 6th P.M., in El Paso County (Overlying Land).
  - b. The allowed average annual amount of withdrawal shall not exceed 819 acre-feet, which based on an aquifer life of one hundred years results in an amount of water allocated of 81,900 acre-feet (subject to adjustment by the Commission to conform to actual local aquifer characteristics).
  - c. The use of groundwater is limited to the following beneficial uses: domestic, industrial, commercial, irrigation, augmentation, stock watering, recreational water feature ponds and piscatorial habitat less than 1000 square feet and wildlife, replacement and all other augmentation purposes.
  - d. Withdrawal of the subject groundwater will, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal, the groundwater is considered to be not-nontributary, and Commission approval of a replacement plan providing for actual depletion of affected alluvial aquifers and adequate to prevent any material injury to existing water rights in such alluvial aquifers is required prior to approval of well permits for wells to withdraw the subject groundwater.
2. Pursuant to section 37-90-107.5, in a Findings and Order dated June 29, 2018, the Commission approved a Replacement Plan to allow the withdrawal of groundwater from the Dawson Aquifer that has been allocated by Determination of Water Right No. 1692-BD. The replacement plan allowed for the withdrawal of 42 acre-feet annually through 70 wells to be located on 70 residential lots within the 900.52 acres of Overlying Land described above.
3. Pursuant to section 37-90-107.5, in a Findings and Order dated February 3, 2020, the

Replacement Plan - Determination No.: 1692-BD  
 Aquifer: Dawson  
 Applicant: Winsome, LLC

Commission approved a Replacement Plan to allow the withdrawal of groundwater from the Dawson Aquifer that has been allocated by Determination of Water Right No. 1692-BD. The replacement plan allows for the withdrawal of 49.8 acre-feet annually through 83 wells to be located on 83 residential lots. The residential lots will be within 278.1 acres of the Overlying Land generally described as a portion of the W1/2 of Section 19, Township 11 South, Range 64 West and a portion of Section 24, Township 11 South, Range 65 West, 6<sup>th</sup> P. M., and more specifically described on Exhibit B of the Findings and Order dated February 3, 2020. Upon approval of the replacement plan the replacement plan approved by the Commission in the Findings and Order dated June 29, 2018 was cancelled.

4. The subject water is Designated Groundwater located within the boundaries of the Kiowa-Bijou Designated Groundwater Basin. The Commission has jurisdiction over the withdrawal of the water by large capacity wells that are permitted pursuant to section 37-90-107(7).
5. Withdrawal of the subject groundwater would deplete the alluvial aquifer of the Kiowa-Bijou Designated Groundwater Basin, the alluvial aquifer of the Upper Big Sandy Designated Groundwater Basin and the alluvial aquifer of the Upper Black Squirrel Creek Designated Groundwater Basin, all of which, according to Rules 5.2.4.2, 5.2.7.2 and 5.2.6.2, respectively, have been determined to be over appropriated. Such depletion would unreasonably impair existing large capacity alluvial rights withdrawing water from those alluvial aquifers.
6. Pursuant to Rule 5.6.1.A this plan must be adequate to prevent any material injury to water rights of other appropriators, which for purposes of this plan means large capacity wells withdrawing water from the alluvial aquifer of the Kiowa-Bijou Designated Groundwater Basin, the alluvial aquifer of the Upper Big Sandy Designated Groundwater Basin and the alluvial aquifer of the Upper Black Squirrel Creek Designated Groundwater Basin.
7. Pursuant to Rule 5.3.6.2(C) the amount of replacement water shall provide for the depletion of alluvial water for the first 100 years due to all previous pumping and if pumping continues beyond 100 years, shall replace actual impact until pumping ceases.
8. The application for the replacement plan was received by the Commission on July 13, 2020.
9. The Applicant proposes to divert 36 acre-feet annually from the Dawson Aquifer for a period of 300 years. The Dawson aquifer water will be withdrawn through 60 wells to be located on 60 residential lots. The residential lots will be within 479.4 acres generally described as a portion of the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM, a portion of the S1/2 of the SE1/4, Section 13 and a portion of Section 24, all in Township 11 South, Range 65 West of the 6th P.M., and more specifically described on attached Exhibit A. As shown on attached Exhibit A, 10 lots are located mostly in Section 13, 12 lots are located mostly in Section 19 and 38 lots are located mostly in Section 24. Each Dawson Aquifer well is proposed to divert 0.6 acre-feet of water annually for use in 1 single family residence; irrigation of landscape, lawn and gardens; and watering of domestic animals and stock.
10. At a continuous withdrawal of 36 acre-feet annually for 300 years, depletions to the alluvial aquifer systems of the Kiowa-Bijou Designated Groundwater Basin, Upper Big Sandy Designated Groundwater Basin and Upper Black Squirrel Creek Designated Groundwater Basin would steadily increase to 1.39 acre-feet per year in the 300th year, which is equal to 3.85% of pumping, as shown in Exhibit B.

Replacement Plan - Determination No.: 1692-BD  
 Aquifer: Dawson  
 Applicant: Winsome, LLC

Page 3

11. The Applicant proposes to provide 16.2 acre-feet per year of replacement water to the alluvial aquifer system of the Kiowa-Bijou Designated Groundwater Basin. The proposed source of replacement water is septic and leaching field return flows from the in-house use of the ground water to be pumped under the plan. The Applicant estimates that return flows from each lot will consist of 90% of the water used for in-house purposes. Assuming each lot uses a total annual amount for in-house use of 0.30 acre-feet, the return flow per lot would be 0.27 acre-feet annually, and the return flows under the plan will total 16.2 acre-feet per year for all 60 lots at full build out.
12. The subject property is located within the drainage of Kiowa Creek, and the return flows will flow to the alluvial aquifer of the Kiowa-Bijou Designated Groundwater Basin. The Applicant proposes to aggregate all replacements to the drainage in which the well or wells will operate, in accordance with Guideline 2007-1.
13. Pursuant to Rule 5.6.1.B this plan must be adequate to prevent unreasonable impairment of water quality. Pursuant to Rule 5.6.1.B.1.b, if the replacement source water is from an onsite wastewater treatment system permitted by a local health agency and the applicant demonstrates the source is in compliance with that permit there shall be a rebuttable presumption of no unreasonable impairment of water quality.
14. Pursuant to Rule 5.6.1.C this plan, including the proposed uses of the water withdrawn pursuant to the plan, must not be speculative, and must be technically and financially feasible and within the Applicant's ability to complete. The plan, including the proposed uses of the water withdrawn pursuant to the plan, is not speculative. The plan appears technically and financially feasible and within the Applicant's ability to complete.
15. Pursuant to Rule 5.6.1.D this plan must be able to be operated and administered on an ongoing and reliable basis. The plan appears to be able to be operated and administered on an ongoing and reliable basis.
16. Pursuant to Rule 5.6.1.F replacement source water must be physically and legally available in time, place and amount to prevent material injury. As determined in Determination of Water Right No. 1692-BD water is currently available in the amounts and for the number of years proposed to be diverted.
17. Pursuant to Rule 5.6.1.G the replacement source water must be legally available for use. Records in this office indicate that the Applicant controls the water right to be used as the source of replacement water, consisting of Determination of Water Right No. 1692-BD, and such water is legally available for use pursuant to this plan.
18. In accordance with sections 37-90-107.5 and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on October 15, 2020 and October 22, 2020. No objections to the application were received within the time limit set by statute.
19. According to Rule 5.6.1:
  - a. The Applicant has the burden of proving the adequacy of the plan in all respects.
  - b. If the applicant meets its burden of proof, the Commission shall grant approval of the plan which shall include any terms and conditions established the Commission.
20. The Commission Staff has evaluated the application pursuant to section 37-90-107.5, and

Replacement Plan - Determination No.: 1692-BD  
Aquifer: Dawson  
Applicant: Winsome, LLC

Page 4

the requirements of Rule 5.3.6.2(C) and Rule 5.6, finds that the requirements have been met, and the plan may be approved to allow diversions from the Dawson Aquifer if operated subject to the conditions given below.

#### ORDER

In accordance with section 37-90-107.5, and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for a replacement plan to allow the withdrawal of groundwater from the Dawson Aquifer underlying 900.52 acres that are the subject of Determination of Water Right no. 1692-BD is approved subject to the following conditions:

21. The Dawson aquifer water will be withdrawn through 60 wells to be located on 60 residential lots. The residential lots will be within 479.4 acres generally described as a portion of the W1/2 of the NW1/4 and the W1/2 of the SW1/4, Section 19, Township 11 South, Range 64 West of the 6th PM, a portion of the S1/2 of the SE1/4, Section 13 and a portion of Section 24, all in Township 11 South, Range 65 West of the 6th P.M., and more specifically described on attached Exhibit A. Each Dawson Aquifer well may divert 0.6 acre-feet of water annually for use in 1 single family residence; irrigation of landscape, irrigation of lawn and gardens; and watering of domestic animals and stock.
22. The allowed annual amount of groundwater to be withdrawn from the Aquifer by all wells operating under this plan shall not exceed 36 acre-feet. The allowed annual amount of water to be withdrawn from each on-lot well shall not exceed 0.6 acre-feet.
23. A totalizing flow meter shall be installed on each well. The well owner shall maintain the meter in good working order.
24. Permanent records of all withdrawals of groundwater from each well shall be recorded at least annually by the well owners, permanently maintained, and provided to the Commission.
25. Pumping under this plan is limited to a period of 300 years. The year of first use of this replacement plan shall be the calendar year of construction of a well permitted pursuant to this plan or permitting of an existing well pursuant to the plan.
26. Return flows from in-house use of groundwater shall occur through individual on-lot non-evaporative septic systems located within the 479.4 acres described above, which are a portion of Overlying Land that is the subject of Determination of Water Right No. 1692-BD. The septic systems must be constructed and operated in compliance with a permit issued by a local health agency.
27. Replacement of depletions must be provided annually in the acre-feet amounts shown in Exhibit B. Annual replacement requirements may be computed by pro-rating between the values given on Exhibit B, or for simplicity may be taken as the amount shown in the next succeeding 5 year increment.
28. The Applicant or their successor(s) are responsible for ensuring that replacement water is provided to the alluvial aquifer as required by this plan. The annual replacement requirement and the annual amount of replacement water provided shall be calculated and reported on a form acceptable to the Commission. The annual amount of replacement water provided must be no less than the annual replacement requirement on a yearly basis. No credit shall be claimed by the Applicant for an oversupply of replacement water provided

Replacement Plan - Determination No.: 1692-BD  
 Aquifer: Dawson  
 Applicant: Winsome, LLC

to the alluvium during previous years.

29. The Applicant must provide the required annual amount of replacement water for the first 100 years, or for as long as a well is operated pursuant to this plan, whichever is longer.
30. To assure adequate return flows, the number of wells serving an occupied single-family dwelling that is generating return flows via a non-evaporative septic system must be equal to or greater than the number of wells shown in Table 1 below, or an amended or alternate replacement plan must be obtained that will replace actual depletions to the alluvial aquifer so as to prevent any material injury to water rights of other appropriators.

Year	No. of Wells	Return Flow (af/yr)
1-85	1	0.27
86-135	2	0.54
136-185	3	0.81
186-235	4	1.08
236-290	5	1.35
291-300	6	1.62

31. The Applicant (and their successors) must gather and maintain permanent records of all information pertaining to operation of this plan, which shall include, but is not be limited to, those items identified below. The Applicant must submit records to the Commission on forms acceptable to the Commission, on an annual basis for the previous calendar year, by February 15<sup>th</sup> of the following year.
- Identification of all well permits issued and wells constructed under this plan.
  - The amount of water diverted by each well and all wells in total, both annually and cumulatively since operation of the plan began.
  - The number of occupied dwellings served by each well.
  - The number of square feet irrigated by each well.
  - The number of large domestic animals served by each well.
  - The return flows occurring from use of all wells operating under the plan, assuming 0.27 acre-feet per year per occupied single family dwelling (90% of the water used for in-house purposes) enters the alluvial aquifer as replacement water.
  - Any other information the Commission deems relevant and necessary to operation, monitoring, accounting, or administration of the plan.
32. The Applicant (and their successors) are fully responsible for the operation, monitoring, and accounting of the replacement plan. In the event a lot with a well permitted or operating pursuant to this plan is sold, identification of the well that was sold and evidence that the new owner has been notified of their responsibilities under the replacement plan shall accompany that year's accounting.
33. Any covenants adopted for this subdivision should contain a description of the replacement plan, including the limitations on diversions and use of water for each well and lot, the requirement to meter and record all well pumping, and information on how records are to be

Replacement Plan - Determination No.: 1692-BD  
Aquifer: Dawson  
Applicant: Winsome, LLC

reported and the plan is to be administered.

34. In the event the permitted well or wells are not operated in accordance with the conditions of this replacement plan, they shall be subject to administration, including orders to cease diverting groundwater.

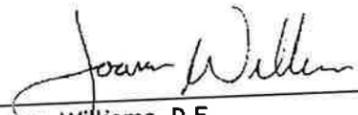
35. All terms and conditions of Determination of Water Right No. 1692-BD must be met.

36. Pursuant to Rule 5.6.1.E, a copy of this Findings and Order shall be recorded by the Applicant in the clerk and recorder's records of El Paso County, so that a title examination of the land on which the structures involved in this plan are located reveals the existence of this plan.

Dated this 1st day of December, 2020.



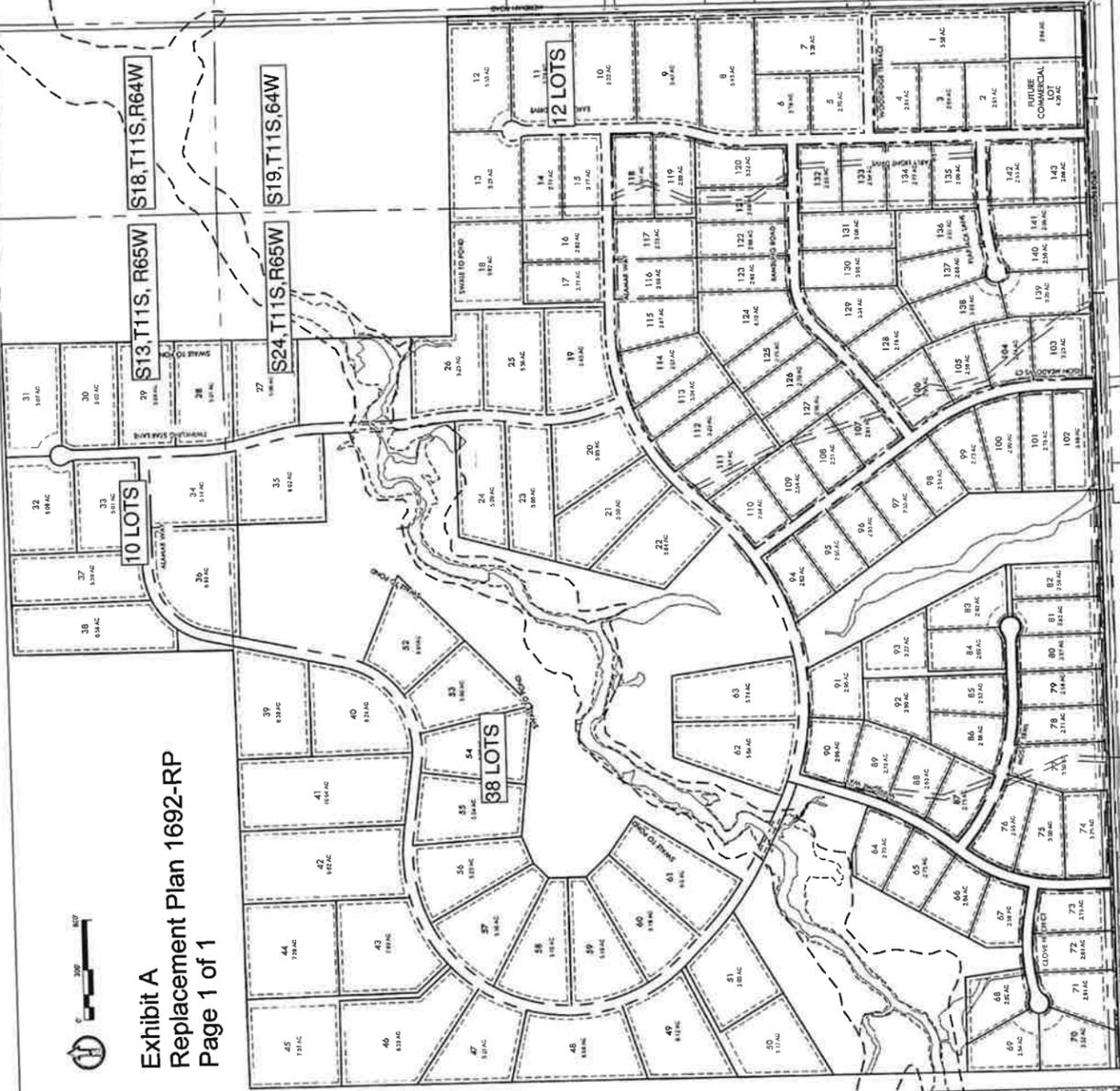
Kevin G. Rein, P.E.  
Executive Director  
Colorado Ground Water Commission

By:   
Joanna Williams, P.E.  
Water Resource Engineer

F&O1692-RP.docx  
Prepared by: jmw



**Exhibit A**  
**Replacement Plan 1692-RP**  
**Page 1 of 1**



**Received 8/27/2020**



**VERTEN**  
2420 W. 24th Avenue, Suite 100-D | Denver, CO 80211  
Mch. 303.623.9116 | VERTEN.CO

**DEMAND SUMMARY**  
S13, T11S, R65W = 10 Lots @ 0.6  
AF/Lot/Year = 6.0 AF/Year  
S24, T11S, R65W = 38 Lots @ 0.6  
AF/Lot/Year = 22.8 AF/Year  
S19, T11S, R64W = 12 Lots @ 0.6  
AF/Lot/Year = 7.2 AF/Year  
Total Demand = 36 AF/Year

SHADED AREA: 479,368 AC

**SITE PLAN EXHIBIT**  
FOR: POTERA PROPERTIES, LLC  
1864 WOODMORE DR, SUITE 100  
MONUMENT, COLORADO 80132

NO.	REVISIONS
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DATE: 09/17/2015	SCALE: AS SHOWN
DRAWN BY: JG	CHECKED BY: JG
JOB # 16-1788	
<b>6</b>	

Exhibit B  
 Replacement Plan - Determination No.: 1692-BD  
 Page 1 of 1

Designated Basin Summary Table for Winsome, LLC							
Pumping Rate of 36 acre-feet per year for 300 Years from the Dawson aquifer							
Section(s): Secs. 13 and 24, T11S, R65W and Sec. 19, T11S, R64W							
Year	Pumping (Q) (AF/YR)	Annual Depletion (q) (AF/YR)	Depletion as a % of Pumping (q/Q)	Year	Pumping (Q) (AF/YR)	Annual Depletion (q) (AF/YR)	Depletion as a % of Pumping (q/Q)
5	36.0	0.00	0.00	155	36.0	0.84	1.78
10	36.0	0.00	0.01	160	36.0	0.67	1.85
15	36.0	0.01	0.02	165	36.0	0.69	1.92
20	36.0	0.02	0.04	170	36.0	0.72	2.00
25	36.0	0.03	0.07	175	36.0	0.75	2.07
30	36.0	0.04	0.11	180	36.0	0.77	2.15
35	36.0	0.05	0.15	185	36.0	0.80	2.22
40	36.0	0.07	0.19	190	36.0	0.83	2.29
45	36.0	0.09	0.24	195	36.0	0.85	2.37
50	36.0	0.11	0.30	200	36.0	0.88	2.44
55	36.0	0.13	0.36	205	36.0	0.90	2.51
60	36.0	0.15	0.42	210	36.0	0.93	2.58
65	36.0	0.17	0.48	215	36.0	0.96	2.66
70	36.0	0.20	0.54	220	36.0	0.98	2.73
75	36.0	0.22	0.61	225	36.0	1.01	2.80
80	36.0	0.24	0.68	230	36.0	1.03	2.87
85	36.0	0.27	0.75	235	36.0	1.06	2.94
90	36.0	0.29	0.82	240	36.0	1.09	3.02
95	36.0	0.32	0.89	245	36.0	1.11	3.09
100	36.0	0.35	0.96	250	36.0	1.14	3.16
105	36.0	0.37	1.03	255	36.0	1.16	3.23
110	36.0	0.40	1.11	260	36.0	1.19	3.30
115	36.0	0.43	1.18	265	36.0	1.21	3.37
120	36.0	0.45	1.25	270	36.0	1.24	3.44
125	36.0	0.48	1.33	275	36.0	1.26	3.51
130	36.0	0.51	1.40	280	36.0	1.29	3.57
135	36.0	0.53	1.48	285	36.0	1.31	3.64
140	36.0	0.56	1.55	290	36.0	1.34	3.71
145	36.0	0.59	1.63	295	36.0	1.36	3.78
150	36.0	0.61	1.70	300	36.0	1.39	3.85

Created by jmw on August 17, 2020

Values for 'Depletion as a % of Pumping' (q/Q) are not calculated when the pumping rate (Q) is changed to anything but zero  
 Depletions modelled based on pumping 6 AF/Year from Section 13, 22.8 AF/Year from Section 24 and 7.2 AF/Year from Section 19

BOCC

#43

Chuck Broerman  
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El Paso County, CO  
  
 221015670

**RESOLUTION NO. 21- 28**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**APPROVE FINAL PLAT FOR WINSOME FILING NO. 1 (SF-20-003)**

WHEREAS, Winsome, LLC, did file an application with the El Paso County Planning and Community Development Department for the approval of a final plat for the Winsome Filing No. 1 Subdivision for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on December 17, 2020, upon which date the Planning Commission did by formal resolution recommend approval of the final plat application; and

WHEREAS, a public hearing was held by the El Paso County Board of County Commissioners on January 26, 2021; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, comments by the El Paso County Planning Commission Members, and comments by the Board of County Commissioners during the hearing, this Board finds as follows:

1. The application was properly submitted for consideration by the Planning Commission.
2. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners.
3. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested persons were heard at those hearings.
4. All exhibits were received into evidence.
5. The subdivision is in general conformance with the goals, objectives, and policies of the Master Plan.

6. The subdivision is in substantial conformance with the approved preliminary plan.
7. The subdivision is consistent with the subdivision design standards and regulations and meets all planning, engineering, and surveying requirements of El Paso County for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials.
8. A sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(1)] and the requirements of Chapter 8 of the Land Development Code.
9. A public sewage disposal system has been established or, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
10. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed subdivision is compatible with such conditions [C.R.S. §30-28-133(6)(c)].
11. Adequate drainage improvements are proposed that comply with State Statute [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and Engineering Criteria Manual.
12. Necessary services, including police and fire protection, recreation, utilities, and transportation systems, are or will be made available to serve the proposed subdivision.
13. Final plans provide evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.
14. Off-site impacts were evaluated and related off-site improvements are roughly proportional and will mitigate the impacts of the subdivision in accordance with applicable requirements of Chapter 8 of the Land Development Code.
15. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or are financially guaranteed through the Subdivision Improvements Agreement so the impacts of the subdivision will be adequately mitigated.

16. The subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
17. The extraction of any known commercial mining deposit shall not be impeded by this subdivision [C.R.S. §§34-1-302(1), et. seq.].
18. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
19. For the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the final plat application for the Winsome Filing No. 1 Subdivision;

BE IT FURTHER RESOLVED that the following conditions and notations shall be placed upon this approval:

**CONDITIONS**

1. All Deed of Trust holders shall ratify the plat. The applicant shall provide a current title commitment at the time of submittal of the Mylar for recording.
2. Colorado statute requires that at the time of the approval of platting, the subdivider provides the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, or years prior to that year in which approval is granted, have been paid. Therefore, this plat is approved by the Board of County Commissioners on the condition that the subdivider or developer must provide to the Planning and Community Development Department, at the time of recording the plat, a certification from the County Treasurer's Office that all prior years' taxes have been paid in full.
3. The subdivider or developer must pay, for each parcel of property, the fee for tax certification in effect at the time of recording the plat.
4. The Applicant shall submit the Mylar to Enumerations for addressing.
5. 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 Preble's Meadow Jumping Mouse as a listed species.

6. Driveway permits will be required for each access to an El Paso County owned and maintained roadway. Driveway permits are obtained from the El Paso County Planning and Community Development Department.
7. The Subdivision Improvements Agreement, including the Financial Assurance Estimate, as approved by the El Paso County Planning and Community Development Department, shall be filed at the time of recording the Final Plat.
8. Collateral sufficient to ensure that the public improvements as listed in the approved Financial Assurance Estimate shall be provided when the final plat is recorded.
9. The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assignees that Subdivider 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. 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.
10. Park fees in lieu of land dedication for regional parks (Area 1) in the amount of \$21,949 shall be paid at the time of plat recordation.
11. Fees in lieu of school land dedication in the amount of \$11,280 shall be paid to El Paso County for the benefit of Falcon School District No. 49 at the time of plat recording.
12. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.

**NOTATIONS**

1. Final plats not recorded within 24 months of Board of County Commissioner approval shall be deemed expired, unless an extension is approved.

2. Site grading or construction, other than installation or initial temporary control measures, may not commence until a Preconstruction Conference is held with Planning and Community Development Inspections and a Construction Permit is issued by the Planning and Community Development Department.

AND BE IT FURTHER RESOLVED that the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 26th day of January, 2021, at Colorado Springs, Colorado.



BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: *Stan VanderWeef*  
Chair

EXHIBIT A

**LEGAL DESCRIPTION:** WINSOME FILING NO. 1

A TRACT OF LAND BEING A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

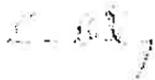
**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S00°14'17"W, A DISTANCE OF 1,684.27 FEET TO THE POINT OF BEGINNING; THENCE S89°41'23"E, A DISTANCE OF 820.25 FEET; THENCE N29°41'56"E, A DISTANCE OF 768.98 FEET; THENCE S89°45'39"E, A DISTANCE OF 128.26 FEET; THENCE S69°47'19"E, A DISTANCE OF 306.30 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69°47'19"W, HAVING A DELTA OF 2°06'42", A RADIUS OF 1,790.00 FEET, A DISTANCE OF 65.97 FEET TO A POINT A POINT OF TANGENT; THENCE N18°06'10"E, A DISTANCE OF 383.72 FEET; THENCE N19°13'35"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N19°13'35"E, HAVING A DELTA OF 50°01'50", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 1,283.60 FEET TO A POINT ON CURVE; THENCE N30°48'16"W, A DISTANCE OF 58.07 FEET; THENCE N54°25'41"E, A DISTANCE OF 240.00 FEET; THENCE S40°33'13"E, A DISTANCE OF 117.62 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N40°33'13"W, HAVING A DELTA OF 7°37'13", A RADIUS OF 1,530.00 FEET A DISTANCE OF 203.49 FEET TO A POINT OF TANGENT; THENCE N41°49'33"E, A DISTANCE OF 100.05 FEET; THENCE S34°15'42"E, A DISTANCE OF 1,176.07 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N38°44'46"W, HAVING A DELTA OF 3°31'19", A RADIUS OF 3,970.00 FEET, A DISTANCE OF 244.03 FEET TO A POINT OF TANGENT; THENCE S54°46'33"W, A DISTANCE OF 146.74 FEET; THENCE S35°13'27"E, A DISTANCE OF 60.00 FEET; THENCE

N54°46'33"E, A DISTANCE OF 146.74 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 3°27'19", A RADIUS OF 4,030.00 FEET, A DISTANCE OF 243.03 FEET TO A POINT ON CURVE; THENCE S32°53'11"E, A DISTANCE OF 363.08 FEET; THENCE S21°16'12"E, A DISTANCE OF 333.95 FEET; THENCE S10°20'00"E, A DISTANCE OF 247.91 FEET; THENCE S00°29'45"E, A DISTANCE OF 484.81 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; THENCE S89°30'15"W ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4,535.40 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 922.65 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,161,246 SQUARE FEET OR 164.40 ACRES.

#44

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<b>SO ORDERED BY COURT</b> <b>01/12/2021</b>  <b>ERIC BENTLEY</b> District Court Judge
<b>Petitioner:</b>  <b>WINSOME METROPOLITAN DISTRICT NO. 2</b>	<b>↑COURT USE ONLY↑</b>
<b>By the Court:</b>	Case No: 2020CV030338 Div: 8
<b>ORDER FOR EXCLUSION OF REAL PROPERTY</b>	

THIS MATTER comes before the Court on the Motion filed by the Board of Directors of Winsome Metropolitan District No. 2 for an Order for Exclusion of Real Property. This Court, being fully advised in the premises and there being no objection filed by any person, hereby ORDERS:

That the real property hereinafter described shall be, and is hereby excluded from the boundaries of the Winsome Metropolitan District No. 2, El Paso County, Colorado.

The name and address of the owner of the property and the legal description thereof are as follows:

**OWNER:**

Winsome, LLC  
1864 Woodmoor Dr. Ste. 100  
Monument, Co 80132

**PROPERTY DESCRIPTION:**

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 2-EXCLUSION

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON

THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2,633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE S77°27'27"E, A DISTANCE OF 83.93 FEET; THENCE S12°32'33"W, A DISTANCE OF 660.46 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 11°18'37", A RADIUS OF 580.00 FEET, A DISTANCE OF 114.49 FEET TO A POINT ON CURVE; THENCE S66°25'49"E, A DISTANCE OF 564.35 FEET; THENCE S36°40'47"E, A DISTANCE OF 252.15 FEET; THENCE S27°34'35"W, A DISTANCE OF 1,108.91 FEET; THENCE N90°00'00"W, A DISTANCE OF 620.27 FEET; THENCE S31°29'50"W, A DISTANCE OF 1,144.11 FEET; THENCE N63°41'00"W, A DISTANCE OF 129.19 FEET; THENCE S26°19'00"W, A DISTANCE OF 100.00 FEET; THENCE S63°41'00"E, A DISTANCE OF 82.39 FEET; THENCE S55°40'05"W, A DISTANCE OF 1,699.30 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E, ON SAID WEST LINE, A DISTANCE OF 1,518.80 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,658,813 SQUARE FEET OR 198.779 ACRES.

In accordance with Section 32-1-501(4)(d), C.R.S., as of the date hereof, there is no general obligation bonded indebtedness for which the excluded property is liable.

DONE AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY THE COURT:

\_\_\_\_\_  
DISTRICT COURT JUDGE



State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.

JAN 22 2021

SHERI KING  
CLERK OF THE DISTRICT/COUNTY COURT  
By \_\_\_\_\_ Deputy

#44

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<b>SO ORDERED BY COURT</b> 01/12/2021  ERIC BENTLEY District Court Judge ↑ COURT USE ONLY ↑
<b>Petitioner:</b>  Winsome Metropolitan District No. 3	
<b>By the Court:</b>	Case Number: 2020cv030339
<b>ORDER FOR EXCLUSION OF REAL PROPERTY</b>	

THIS MATTER comes before the Court on the Motion filed by the Board of Directors of Winsome Metropolitan District No. 3 for an Order for Exclusion of Real Property. This Court, being fully advised in the premises and there being no objection filed by any person, hereby ORDERS:

That the real property hereinafter described shall be, and is hereby excluded from the boundaries of the Winsome Metropolitan District No. 3, El Paso County, Colorado.

The name and address of the owner of the property and the legal description thereof are as follows:

**OWNER:**

WINSOME, LLC  
1864 WOODMOOR DR. STE. 100  
MONUMENT, CO 80132

**PROPERTY DESCRIPTION:**

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 3-EXCLUSION

A TRACT OF LAND BEING A PORTION OF SECTION 24 TOWNSHIP 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF

THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S60°37'09"E, A DISTANCE OF 5,192.78 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°34'30"W, A DISTANCE OF 465.43 FEET; THENCE N10°21'26"W, A DISTANCE OF 247.31 FEET; THENCE N21°16'12"W, A DISTANCE OF 333.95 FEET; THENCE N32°53'11"W, A DISTANCE OF 363.18 FEET; THENCE N34°16'51"W, A DISTANCE OF 60.19 FEET; THENCE N34°15'42"W, A DISTANCE OF 1,175.97 FEET; THENCE N48°10'27"W, A DISTANCE OF 60.00 FEET; THENCE S41°49'33"W; A DISTANCE OF 100.05 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 02°58'12", A RADIUS OF 1,470.00; FEET, A DISTANCE OF 76.20 FEET TO A POINT ON CURVE; THENCE N45°35'12"W, A DISTANCE OF 506.11 FEET; THENCE N15°45'23"E, A DISTANCE OF 1,339.56 FEET; THENCE N36°40'47"W, A DISTANCE OF 142.97 FEET; THENCE N27°34'35"E, A DISTANCE OF 113.29 FEET; THENCE N72°59'39"E, A DISTANCE OF 675.69 FEET; THENCE N00°21'56"W, A DISTANCE OF 136.07 FEET; THENCE N89°53'15"E, A DISTANCE OF 100.00 FEET; THENCE S00°19'28"E, A DISTANCE OF 105.76 FEET; THENCE N72°59'39"E, A DISTANCE OF 509.69 FEET; THENCE S00°34'43"W, A DISTANCE OF 640.80 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,378.65 FEET; THENCE N89°31'37"W, A DISTANCE OF 706.62 FEET; THENCE S00°17'14"W, A DISTANCE OF 447.57 FEET; TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 417.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 702.75 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 10,297,085 SQUARE FEET OR 236.389 ACRES.

In accordance with Section 32-1-501(4)(d), C.R.S., as of the date hereof, there is no general obligation bonded indebtedness for which the excluded property is liable.

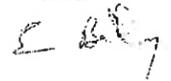
DONE AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.  
BY THE COURT:  
DISTRICT COURT JUDGE

JAN 22 2021

SHERI KING  
CLERK OF THE DISTRICT/COUNTY COURT  
By \_\_\_\_\_ Deputy



DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	SO ORDERED BY COURT 01/12/2021  ERIC BENTLEY District Court Judge ↑COURT USE ONLY↑
Petitioner: Winsome Metropolitan District No. 2	
By the Court:	Case No: 2020CV030338 Div: 8
<b>ORDER FOR INCLUSION OF REAL PROPERTY</b>	

THIS MATTER comes before the Court on the Motion filed by the Board of Directors of Winsome Metropolitan District No. 2 for an Order for Inclusion of Real Property. This Court, being fully advised in the premises and there being no objection filed by any person, hereby ORDERS:

That the real property hereinafter described shall be, and is hereby included within the boundaries of the Winsome Metropolitan District No. 2, El Paso County, Colorado.

The name and address of the owner of the property and the legal description thereof are as follows:

**OWNER:**

Winsome, LLC  
1864 Woodmoor Dr. Ste. 100  
Monument, Co 80132

**PROPERTY DESCRIPTION:**

**LEGAL DESCRIPTION:** WINSOME METROPOLITAN DISTRICT 2-INCLUSION

A TRACT OF LAND BEING A PORTION OF SECTION 24 TOWNSHIP 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:**

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF

THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S60°37'09"E, A DISTANCE OF 5,192.78 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°34'30"W, A DISTANCE OF 465.43 FEET; THENCE N10°21'26"W, A DISTANCE OF 247.31 FEET; THENCE N21°16'12"W, A DISTANCE OF 333.95 FEET; THENCE N32°53'11"W, A DISTANCE OF 363.18 FEET; THENCE N34°16'51"W, A DISTANCE OF 60.19 FEET; THENCE N34°15'42"W, A DISTANCE OF 1,175.97 FEET; THENCE N48°10'27"W, A DISTANCE OF 60.00 FEET; THENCE S41°49'33"W; A DISTANCE OF 100.05 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 02°58'12", A RADIUS OF 1,470.00 FEET, A DISTANCE OF 76.20 FEET TO A POINT ON CURVE; THENCE N45°35'12"W, A DISTANCE OF 506.11 FEET; THENCE N15°45'23"E, A DISTANCE OF 1,339.56 FEET; THENCE N36°40'47"W, A DISTANCE OF 142.97 FEET; THENCE N27°34'35"E, A DISTANCE OF 113.29 FEET; THENCE N72°59'39"E, A DISTANCE OF 675.69 FEET; THENCE N00°21'56"W, A DISTANCE OF 136.07 FEET; THENCE N89°53'15"E, A DISTANCE OF 100.00 FEET; THENCE S00°19'28"E, A DISTANCE OF 105.76 FEET; THENCE N72°59'39"E, A DISTANCE OF 509.69 FEET; THENCE S00°34'43"W, A DISTANCE OF 640.80 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,378.65 FEET; THENCE N89°31'37"W, A DISTANCE OF 706.62 FEET; THENCE S00°17'14"W, A DISTANCE OF 447.57 FEET; TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 417.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 702.75 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 10,297,085 SQUARE FEET OR 236.389 ACRES.

DONE AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY THE COURT:

State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.

DISTRICT COURT JUDGE

JAN 22 2021

SHERI KING  
CLERK OF THE DISTRICT/COUNTY COURT  
By \_\_\_\_\_ Deputy



#44

**WINSOME METROPOLITAN DISTRICT NO. 2  
PUBLIC DISCLOSURE STATEMENT  
§ 32-1-104.8, C.R.S.**

**NAME OF DISTRICT:** Winsome Metropolitan District No. 2, a map of the boundaries of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the "District").

**CURRENT POWERS OF THE DISTRICT:**

In accordance with the Special District Act, Articles 1 to 18 of Title 32, C.R.S., and specifically Sections 32-1-1001 and 32-1-1004, C.R.S. and the District's service plan, the District was formed to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of Public Improvements. The District shall have the power and authority to provide the Public Improvements, and as provided in the District's service plan, related operation and maintenance services, within and without the boundaries of the District as such power and authority is described in the Special District Act and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the service plan.

Without limiting the generality of the foregoing, the District's power and authority includes, but is not be limited to, the following as necessary to provide the Public Improvements and related operation and maintenance services as provided in the service plan: Water; Stormsewer; Street and Roadway Improvements; Traffic and Safety Control; Parks and Recreation; Transportation; Television Relay and Translator; Fire Protection; Mosquito and Pest Elimination and Control; Security Services; and Covenant Enforcement. In addition, the District has all of the powers of a metropolitan district as described in Sections 32-1-1001 and 32-1-1004, C.R.S. and is authorized to establish special improvement districts and levy assessments within the boundaries of the District as provided in Section 32-1-1101.7, C.R.S.

**STATEMENT REGARDING SERVICE PLAN:**

The service plan for the District, which may be further amended from time to time, includes a description of the District's powers and authority. A copy of the District's service plan is available from the Colorado Division of Local Government in the State Department of Local Affairs.

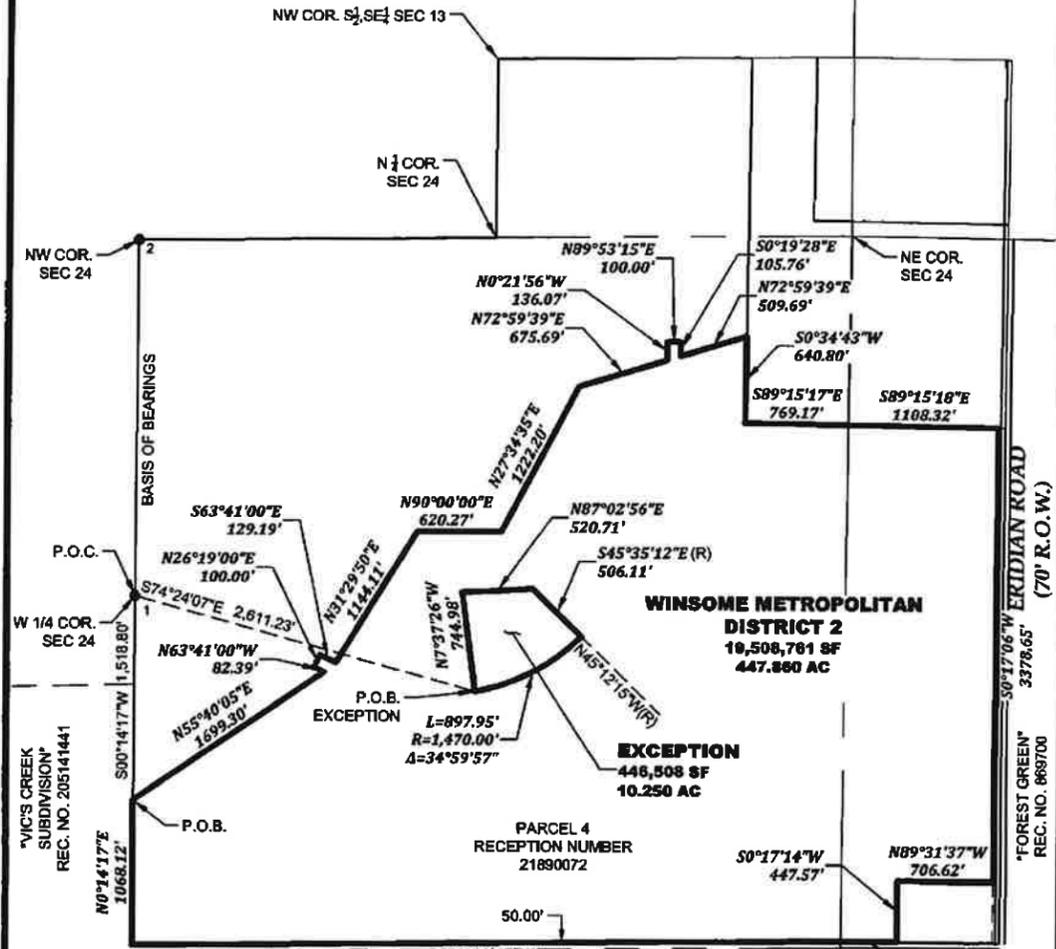
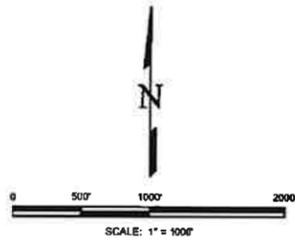
**WINSOME METROPOLITAN DISTRICT NO. 2 IS AUTHORIZED BY TITLE 32 OF THE COLORADO REVISED STATUTES TO USE A NUMBER OF METHODS TO RAISE REVENUES FOR CAPITAL NEEDS AND GENERAL OPERATIONS COSTS. THESE METHODS, SUBJECT TO THE LIMITATIONS IMPOSED BY SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION, INCLUDE ISSUING DEBT, LEVYING TAXES, AND IMPOSING FEES AND CHARGES. INFORMATION CONCERNING DIRECTORS, MANAGEMENT, MEETINGS, ELECTIONS, AND CURRENT TAXES ARE PROVIDED ANNUALLY IN THE NOTICE TO ELECTORS DESCRIBED IN SECTION 32-1-809(1), COLORADO REVISED STATUTES, WHICH**

**CAN BE FOUND AT THE DISTRICT OFFICE, ON THE DISTRICT'S WEBSITE, ON FILE AT THE DIVISION OF LOCAL GOVERNMENT IN THE STATE DEPARTMENT OF LOCAL AFFAIRS, OR ON FILE AT THE OFFICE OF THE CLERK AND RECORDER OF EACH COUNTY IN WHICH THE SPECIAL DISTRICT IS LOCATED.**

**EXHIBIT A**

Map of District Boundaries

EXHIBIT A



**LEGEND:**

- <sub>1</sub> FOUND 2-1/2" ALUMINUM CAP STAMPED "LS 28658"
- <sub>2</sub> FOUND 3-1/4" ALUMINUM CAP STAMPED "LS 12103"
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- (R) RADIAL BEARING

**SECTION LINE**

HODGEN ROAD (R.O.W. VARIES) "UNPLATTED"

"VIC'S CREEK SUBDIVISION" REC. NO. 205141441

"BISON MEADOWS SUBDIVISION 2" REC. NO. 215713642

"BISON MEADOWS SUBDIVISION 1" REC. NO. 207712978

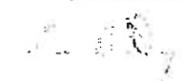
"FOREST GREEN" REC. NO. 869700



**EDWARD-JAMES SURVEYING, INC.**  
 926 Elkton Dr. Colorado Springs, CO 80907 (719) 576-1216 10-02-20 Metro District 2  
 4732 Eagleridge Circle Pueblo, CO 81008 (719) 545-6240 JOB NO. 1858-00 SHEET 3 OF 3

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

#44

DISTRICT COURT COUNTY OF EL PASO, COLORADO Court Address: 270 S. Tejon Street Colorado Springs, CO 80901 Telephone No.: 719-452-5000	<b>SO ORDERED BY COURT</b> <b>01/12/2021</b>  <b>ERIC BENTLEY</b> District Court Judge ↑COURT USE ONLY↑
<b>Petitioner:</b>  WINSOME METROPOLITAN DISTRICT NO. 3	
<b>By the Court:</b>	Case No: 2020CV030339 Div: 8
<b>ORDER FOR INCLUSION OF REAL PROPERTY</b>	

THIS MATTER comes before the Court on the Motion filed by the Board of Directors of Winsome Metropolitan District No. 3 for an Order for Inclusion of Real Property. This Court, being fully advised in the premises and there being no objection filed by any person, hereby ORDERS:

That the real property hereinafter described shall be, and is hereby included within the boundaries of the Winsome Metropolitan District No. 3, El Paso County, Colorado.

The name and address of the owner of the property and the legal description thereof are as follows:

**OWNER:**

WINSOME, LLC  
1864 WOODMOOR DR. STE. 100  
MONUMENT, CO 80132

**PROPERTY DESCRIPTION:**

LEGAL DESCRIPTION: WINSOME METROPOLITAN DISTRICT 3-INCLUSION

A TRACT OF LAND BEING A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN BEING MONUMENTED ON

THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2,633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE S77°27'27"E, A DISTANCE OF 83.93 FEET; THENCE S12°32'33"W, A DISTANCE OF 660.46 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 11°18'37", A RADIUS OF 580.00 FEET, A DISTANCE OF 114.49 FEET TO A POINT ON CURVE; THENCE S66°25'49"E, A DISTANCE OF 564.35 FEET; THENCE S36°40'47"E, A DISTANCE OF 252.15 FEET; THENCE S27°34'35"W, A DISTANCE OF 1,108.91 FEET; THENCE N90°00'00"W, A DISTANCE OF 620.27 FEET; THENCE S31°29'50"W, A DISTANCE OF 1,144.11 FEET; THENCE N63°41'00"W, A DISTANCE OF 129.19 FEET; THENCE S26°19'00"W, A DISTANCE OF 100.00 FEET; THENCE S63°41'00"E, A DISTANCE OF 82.39 FEET; THENCE S55°40'05"W, A DISTANCE OF 1,699.30 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'17"E, ON SAID WEST LINE, A DISTANCE OF 1,518.80 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,658,813 SQUARE FEET OR 198.779 ACRES.

DONE AND EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY THE COURT:

\_\_\_\_\_  
DISTRICT COURT JUDGE



State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.

JAN 22 2021

SHERI KING  
CLERK OF THE DISTRICT/COUNTY COURT  
By \_\_\_\_\_ Deputy

**WINSOME METROPOLITAN DISTRICT NO. 3  
PUBLIC DISCLOSURE STATEMENT  
§ 32-1-104.8, C.R.S.**

**NAME OF DISTRICT:** Winsome Metropolitan District No. 3, a map of the boundaries of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the "District").

**CURRENT POWERS OF THE DISTRICT:**

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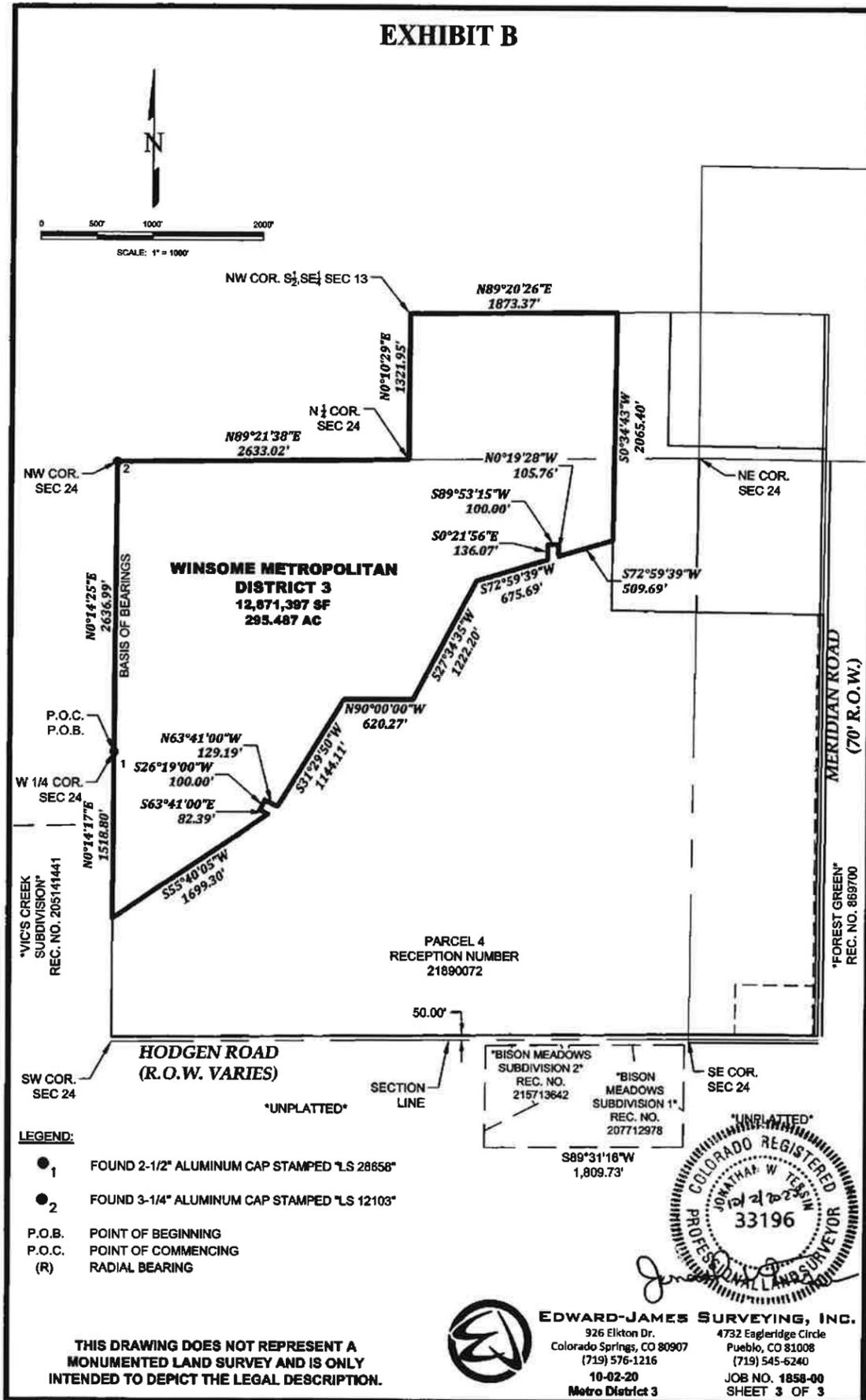
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**CAN BE FOUND AT THE DISTRICT OFFICE, ON THE DISTRICT'S WEBSITE, ON FILE AT THE DIVISION OF LOCAL GOVERNMENT IN THE STATE DEPARTMENT OF LOCAL AFFAIRS, OR ON FILE AT THE OFFICE OF THE CLERK AND RECORDER OF EACH COUNTY IN WHICH THE SPECIAL DISTRICT IS LOCATED.**

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Map of District Boundaries

**EXHIBIT B**



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 926 Elkton Dr. Colorado Springs, CO 80907 (719) 576-1216  
 4732 Eagleridge Circle Pueblo, CO 81008 (719) 545-6240  
 10-02-20 Metro District 3  
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THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.