

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

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

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (“**Declaration**”) is made as of the ____ day of _____, 2023 by **FOUNTAIN VALLEY INVESTMENT PARTNERS, LLC**, a Colorado limited liability company (“**Declarant**”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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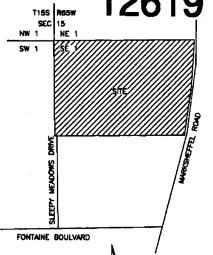
Exhibit A

Legal Description of the Property (See Attached)

SF05044

FINAL PLAT PEACEFUL RIDGE AT FOUNTAIN VALLEY SUBDIVISION

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



12619

KNOW ALL MEN BY THESE PRESENTS:

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

LAND DESCRIPTION:

A tract of land located in the Southeast One-Quarter (SE1/4) of Section 15, T15S, R65W of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Beginning at the Center One-quarter (C1/4) Corner of said Section 15, Thence N89°52'46"E along the East/West centerline of said Section 15, a distance of 2003.07 feet to a point on the Westerly Right-of-Way line of Markaheffel Road; Thence along said Westerly Right-of-Way line, the following two (2) courses:

- 1.) S04°35'40"W, a distance of 605.38 feet;
- 2.) Thence along the arc of a curve to the right, having a central angle of 07°35'47", a radius of 5699.75 feet, an arc length of 755.69 feet

to the Northeast corner of Cottonwood Meadows Filing No.3 as recorded under Reception No. 20218593 in the records of the Clerk and Recorders Office of said County; Thence S89°53'03"W along the North line of said Cottonwood Meadows, a distance of 1846.25 feet to a point on the North/South centerline of said Section 15; Thence N00°05'29"E along said North/South centerline, a distance of 1349.96 feet to the Point of Beginning.

Said tract contains 60.144 acres more or less.

BASIS OF BEARINGS STATEMENT:

The bearings of this plat are relative to the north line of the Southeast One-Quarter (SE 1/4) of Section 15, Township 15 South Range 65 West of the 6th P.M., monumented at the Center One-quarter (C1/4) corner by a 3 1/2 inch aluminum cap marked "LS 10377" and at the East One-quarter (E1/4) corner by a 3 1/2 inch aluminum cap marked "LS 10377". Said line is assumed to bear N89°52'46"E, a distance of 2,633.86 feet measured.

DEDICATION:

The above party in interest has caused said tract to be platted into Lots, Blocks, Tracts, Streets and Easements as shown on the plat, which is drawn to a fixed scale as indicated thereon, and accurately sets forth the boundaries and dimensions of said Lots, Blocks, Streets and Easements which shall be known as "PEACEFUL RIDGE AT FOUNTAIN VALLEY" El Paso County, Colorado. All streets as platted are hereby dedicated to public use and said owner does hereby personally covenant and agree that all platted streets will be graded, paved and that proper drainage for same will be provided at his own expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado, and upon acceptance by resolution, all streets so dedicated will become matters of maintenance by El Paso County, Colorado.

EASEMENTS:

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

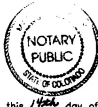
IN WITNESS WHEREOF:

The aforementioned Fountain Valley Investment, has executed these presents this 14th day of November, 2020 A.D.

Fountain Valley Investment
Mark Watson
J. Mark Watson (Manager)

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)
The foregoing instrument was acknowledged before me this 14th day of November, 2020 A.D., by J. Mark Watson, Manager of Fountain Valley Investment.



Witness my Hand and Seal: *Marion R. Sump*
My Commission Expires: 4-15-16 Address: 3121 Highland Blvd.

APPROVALS:

The accompanying plat was approved by the El Paso County Development Services this 5th day of July, 2021 A.D.

The accompanying plat was approved by the Board of County Commissioners this 5th day of August, 2021 A.D.

Chair, County Commissioners

NOTES:

1. These tracts of land are subject to the following items per UNIFIED TITLE COMPANY Order No. 55717.
 - a.) Reservations contained in Patent(s) recorded in Book 54 at Page 67 as follows: 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.
 - b.) Right-of-Way for lateral ditches as reserved by the League Land Company in deed recorded May 19, 1920 in Book 627 at Page 109, the exact location of which cannot be determined.
 - c.) Right-of-Way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 1939 at Page 548.
 - d.) Right-of-Way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 3684 at Page 492.
 - e.) Right-of-Way and utility easement granted to Colorado Center Metropolitan District in instrument recorded in Book 6613 at page 857 and in Book 6613 at Page 867.
 2. Water and sewer service is provided by Widefield Water and Sanitation District subject to the District's rules, regulations, and specifications.
 3. The El Paso County Development Services must be contacted prior to the establishment of any driveway.
 4. All structural foundations shall be located and designed by a Professional Engineer, currently registered in the State of Colorado.
 5. The following reports have been submitted and are on file at the County Development Services Department: Soils and Geological Study; Water Availability Study; Drainage Report; Wildfire Hazard Report; Natural Features Report; Erosion Control Report.
 6. No non-made or non-man-made obstructions shall be allowed to penetrate the 40:1 approach surface of the Colorado Springs Municipal Airport.
 7. All exterior lighting plans shall be approved by the Director of Aviation to prevent a hazard to aircraft.
 8. No electromagnetic, light, or any other physical emissions which might interfere with aircraft, aviation, communications or navigational aids shall be allowed.
 9. The Airport Advisory Commission suggests that residences constructed in this area should include FAA approved sound mitigation construction techniques to obtain at least a 25dB reduction in interior noise.
- NOTICE: This property may be adversely impacted by noise caused by aircraft operating into and out of the Colorado Springs Municipal Airport. The buyer should familiarize himself/herself with this potentiality and the ramifications thereof.
10. All property owners are responsible for maintaining proper storm water drainage in and through their property.
 11. No lot, or interest therein, shall be sold, conveyed or transferred whether by deed or by contract, nor shall building permits be issued, until and unless the required public improvements have been constructed and completed in accordance with the subdivision improvements agreement between the applicant and El Paso County as recorded at Reception No. 20192467 in the office of the Clerk and Recorder of El Paso County, Colorado, or in the alternative, other collateral is provided which is sufficient in the judgment of the Board of County Commissioners, to make provision for the completion of said improvements.
 12. A 30 foot by 30 foot right triangle no-build area exists for all interior corner lots. A 50 foot by 50 foot right triangle no-build area exists at all intersections or lot corners with arterial roadways. No obstruction greater than eighteen (18") inches is allowed in this area.
 13. The addresses (_____) exhibited on this plat are for informational purposes only. They are not the legal descriptions and are subject to change.
 14. Direct lot access to Markaheffel Road is prohibited.
 15. Ownership and Maintenance of Tracts A & B will be vested in The Peaceful Ridge at Fountain Valley Homeowner's Association.
 16. Mailboxes shall be installed in accordance with all El Paso County Department of Transportation and United States Postal Service regulations.
 17. A Private Detention Pond Maintenance Agreement is recorded under Reception No. 20109468 of the records of the El Paso County Clerk and Recorder.
 18. Tract A is hereby dedicated for utilities, drainage and Noise Barrier installation and maintenance. Ownership and maintenance of Tract A and the Noise Barrier are vested in the Peaceful Ridge at Fountain Valley Homeowner's Association. Tract A shall be reserved as a Roadway Reservation for the possible future expansion of Markaheffel Road Right-of-Way. El Paso County will have the option to purchase Tract A from the Homeowners Association for zero (\$0.00) dollars if the expansion of Markaheffel Road becomes necessary.
 19. Tract B is hereby dedicated for utilities, drainage, Noise Barrier and pedestrian access. Ownership and maintenance of Tract B, the Noise Barrier and pedestrian access are vested in the Peaceful Ridge at Fountain Valley Homeowner's Association.
 20. The ten (10') foot rear utility and drainage easement along lots 1 through 17, Block 2, adjacent to Tract A shall include ingress, egress, installation and maintenance of the Noise Barrier if and when the Noise Barrier is constructed.
 21. An access easement along the South line of a tract of land recorded under Reception No.205192041 for the construction, maintenance and ingress/egress of Peaceful Ridge Drive as recorded under Reception No. _____
 22. A drainage easement along the South line of a tract of land recorded under Reception No.205192041 for installation and maintenance of drainage facilities as recorded under Reception No. _____

SCHOOL FEE - DISTRICT# 3 \$52,985.00
 PARK FEES: REGIONAL: 429,349.00
 NEIGHBORHOOD: 231,044.00
 DRAINAGE BASIN: JMMW/Mark Watson
 DRAINAGE FEE: 1,221,175.72
 BRIDGE FEE: 2,901.14

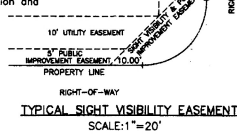
RECORDING:
 STATE OF COLORADO)
) SS
 COUNTY OF EL PASO)
 I hereby certify that this instrument was filed for record in my office at 10:23 a.m. on this 12th day of August, 2021, and is duly recorded at Reception No. 20218593 of the records of El Paso County, Colorado.

SURCHARGE: 1.00 ROBERT C. BALINK, Recorder
 FEE: 20.00 By: *Robert C. Balink*
 Deputy

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

PINNACLE LAND SURVEYING CO., INC.
John W. Turner
 John W. Turner, Registered Professional Land Surveyor No. 25968

LINE TABLE		CURVE TABLE	
LINE LENGTH	BEARING	CURVE DELTA	LENGTH RADIUS CHORD BEARING
E ROAD DATA		E ROAD DATA	
L1	28.01' N89°50'12"W	C1	08°26'52" 48.82' 400.00' S03°22'58"W
L2	39.45' S08°52'55"W	C2	08°26'52" 48.82' 400.00' N03°22'58"W
LOT DATA		LOT DATA	
L3	123.92' N89°52'46"E	C3	01°29'38" 31.82' 874.00' S88°10'55"E
L4	8.60' S88°43'17"E	C4	01°29'38" 31.82' 874.00' N88°10'55"E
L5	53.68' S89°42'01"W	C5	02°22'31" 6.71' 1024.00' S02°22'31"E
L6	55.30' S88°45'17"E	C6	01°11'18" 21.22' 1024.00' N87°18'58"W
L7	60.47' N89°54'24"E	C7	02°13'05" 39.54' 1024.00' N89°05'29"E
L8	58.59' S89°12'21"E	C8	02°26'46" 50.70' 874.00' N88°12'40"W
L9	37.08' S00°05'29"E	C9	02°26'11" 71.14' 874.00' N88°14'36"W
L10	9.70' S08°52'55"W	C10	02°26'11" 71.14' 874.00' N88°14'36"W
L11	28.01' N89°50'12"W	C11	02°26'11" 71.14' 874.00' S88°14'36"E
L12	39.45' S08°52'55"W	C12	02°26'11" 71.14' 874.00' N88°14'36"E



TYPICAL SIGHT VISIBILITY EASEMENT
SCALE: 1"=20'

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

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

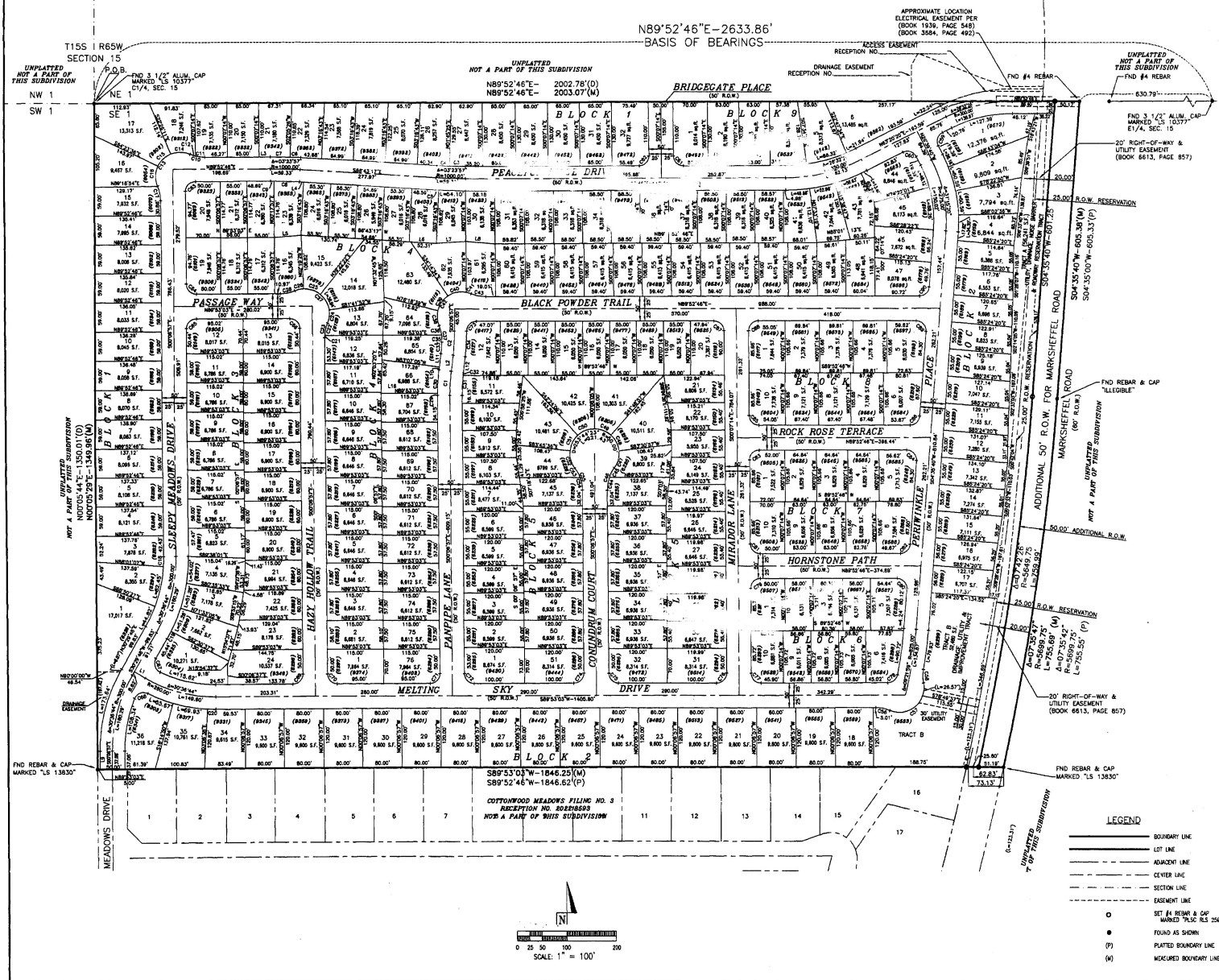
FINAL PLAT, PEACEFUL RIDGE AT FOUNTAIN VALLEY SUBDIVISION
DRAWN BY: MWM/ERB CHECKED BY: JMT DATE: 10/11/06
JOB NO.: D4007400 DWG: 04007400.WRK SHEET 1 OF 2

TOTAL NUMBER OF LOTS: 265
TOTAL NUMBER OF TRACTS: 2

FINAL PLAT PEACEFUL RIDGE AT FOUNTAIN VALLEY SUBDIVISION

12619

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



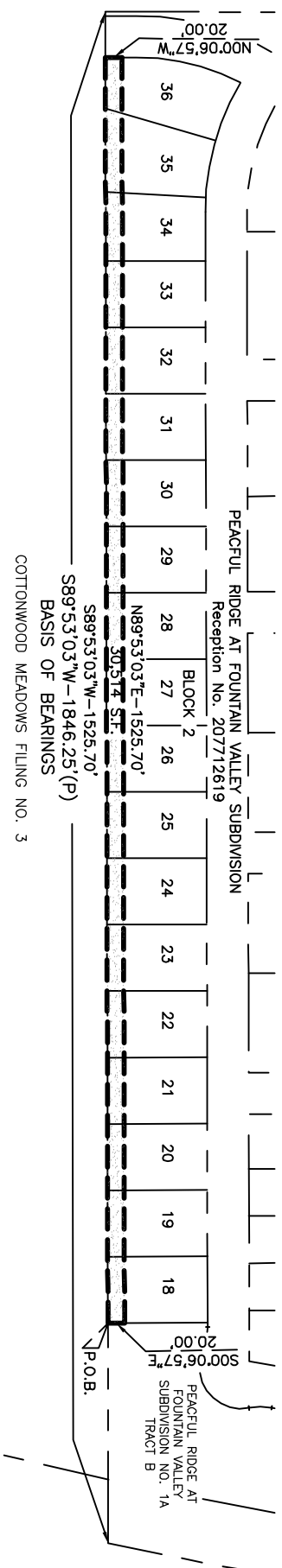
PINNACLE LAND SURVEYING COMPANY, INC.
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FINAL PLAT, PEACEFUL RIDGE AT FOUNTAIN VALLEY SUBDIVISION
DRAWN BY: WMM/EEB CHECKED BY: JMT DATE: 10/11/06
JOB NO.: 04007400 DWG: 04007400WORK.DWG SHEET 2 OF 2

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

EXHIBIT B

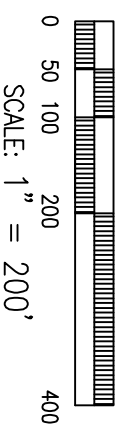


EASEMENT DESCRIPTION

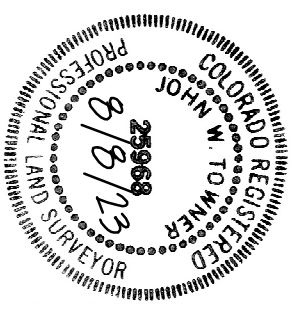
A twenty foot (20') drainage and no-build easement over and across the South twenty feet (20') of Lots 18 through 36, Block 2, Peaceful Ridge at Fountain Valley Subdivision as recorded under Reception No. 207712619 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado,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

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

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



John W. Towner



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

PINNACLE LAND SURVEYING, INC.	
121 County Road 5, Divide, CO 80814	
EXHIBIT B	
PEACEFUL RIDGE AT FOUNTAIN VALLEY SUBDIVISION	
20' DRAINAGE AND NO-BUILD EASEMENT	
SCALE: 1" = 200'	DRAWN BY: MMW
DATE: 08/08/23	CHECKED BY: JMT
	FILE: 04007400-EXH.DWG
	JOB NO. 04007400