



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

Order Number: RND55065350-4

Date: 12-12-2018

Property Address: 6045 COWPOKE ROAD, COLORADO SPRINGS, CO 80924

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HERIBERTO LOPEZ AND BLANCA F MAGALLAN VELASQUEZ

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

<b>Estimate of Title Insurance Fees</b>	
TBD Commitment	\$269.00
TBD - TBD Income	-\$269.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$0.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

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

Order Number: RND55065350-4

Customer Ref-Loan No.: JEFF DUNN

**Property Address:**

6045 COWPOKE ROAD, COLORADO SPRINGS, CO 80924

**1. Effective Date:**

12-08-2018 at 5:00 P.M.

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

"TBD" Commitment \$5,000.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE AS TO PARCEL A  
EASEMENT AS TO PARCEL B

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

HERIBERTO LOPEZ AND BLANCA F MAGALLAN VELASQUEZ

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

PARCEL A:

THAT PORTION OF THE NORTH 472 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 88 DEGREES 46 MINUTES WEST ON THE NORTH LINE THEREOF 463.25 FEET; THENCE ANGLE LEFT SOUTH 0 DEGREES 14 MINUTES 17 SECONDS WEST 472 FEET, MORE OR LESS, TO INTERSECT THE SOUTH LINE OF SAID NORTH 472 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 48 SECONDS EAST OF 462.19 FEET ON SAID SOUTH LINE TO INTERSECT THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 0 DEGREES 23 MINUTES EAST ON SAID EAST LINE 472 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS, EGRESS AND RELATED PURPOSES OVER AND ACROSS THE SOUTH 30 FEET OF THE EAST 50 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

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

**Order Number: RND55065350-4**

**Customer Ref-Loan No.: JEFF DUNN**

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** RND55065350-4

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. **WARRANTY DEED FROM HERIBERTO LOPEZ AND BLANCA F MAGALLAN VELASQUEZ TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.**

**NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.**

**NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.**

**Old Republic National Title Insurance Company  
Schedule B-2**

**(Exceptions)**

Order Number: RND55065350-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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, IF ANY.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 27, 1883 IN BOOK 56 AT PAGE 4.
10. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED JANUARY 10, 1955 IN BOOK 174 AT PAGE 93.
11. EASEMENT GRANTED BY WARRANTY DEED RECORDED MAY 08, 1968, IN BOOK 2233 AT PAGE 711 AND RECORDED MARCH 7, 2011 UNDER RECEPTION NO. 211023514.
12. TERMS, CONDITIONS AND PROVISIONS OF ORDER AND DECREE CREATING THE BLACK FOREST VOLUNTEER FIRE PROTECTION DISTRICT RECORDED AUGUST 21, 1975 IN BOOK 2772 AT PAGE 121.
13. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT AGREEMENT RECORDED DECEMBER 09, 2005 AT RECEPTION NO. 205196077.  
  
NOTICE IN CONNECTION WITH ABOVE, RECORDED AUGUST 11, 2017 UNDER RECEPTION NO. 217096421.
14. EASEMENT OVER THE NORTH 30 FEET OF SUBJECT PROPERTY AS SHOWN ON SPECIAL WARRANTY DEED RECORDED JULY 3, 2006 UNDER RECEPTION NO. 206097796.

**Old Republic National Title Insurance Company  
Schedule B-2**

**(Exceptions)**

**Order Number:** RND55065350-4

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

15. GRANT OF PERMANENT DRAINAGE EASEMENT TO THE CITY OF COLORADO SPRINGS OVER A PORTION OF SUBJECT PROPERTY AS RECORDED FEBRUARY 22, 2007 UNDER RECEPTION NO. 207025020.
16. TERMS, CONDITIONS AND PROVISIONS OF CONSTRUCTION EASEMENT AGREEMENT RECORDED FEBRUARY 22, 2007 AT RECEPTION NO. 207025023.
17. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2008, UNDER RECEPTION NO. 208106389 AND SECOND AMENDED AND RESTATED RESOLUTION CONCERNING THE FACILITY PLATTING FEE RECORDED NOVEMBER 19, 2013 UNDER RECEPTION NO. 213140364.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 27, 2012 UNDER RECEPTION NO. 212048184.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT TO PROVIDE EASEMENT FOR UTILITY EXTENSIONS RECORDED AUGUST 31, 2012 UNDER RECEPTION NO. 212101853.

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



**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 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 either obtain 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 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 access 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 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.



## 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-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 the 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 a 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.



# Commitment to Insure

## ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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

John E. Freyer, Jr.  
President



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



Rande Yeager  
Secretary



# INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
719-634-4821

CITY OF COLORADO SPRINGS  
JEFF DUNN  
30 S NEVADA AVE #405  
COLORADO SPRINGS, CO 80903

### Reference

Your Reference Number: TBD Commitment - 55065350  
Our Order Number: CSP-28583  
Our Customer Number: 26308  
Invoice Requested by: JEFF DUNN  
Invoice (Process) Date: August 17, 2017  
Transaction Invoiced By: Web Services  
Email Address: system@ltgc.com

**Invoice Number: CSP-28583**

Date: August 17, 2017

Order Number: 55065350

Property Address: 6045 COWPOKE ROAD COLORADO SPRINGS 80924

Parties: A Buyer To Be Determined

### Invoice Charges

Service:	TBD Commitment	\$269.00
Ref:	55065350	
Addr:	6045 COWPOKE ROAD	
Party:	HERIBERTO LOPEZ	
Total Amount Invoiced:		\$269.00
Less Payment(s):		\$0.00
Balance Due:		\$269.00

### Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
Please reference **Invoice Number CSP-28583** on your Payment





917203  
4/10

Filed for record this 10 day of January A.D. 1955  
No. 947203 Charles O. ...

# Warranty Deed

(STATUTORY FORM)

Know all Men by these Presents, That We, DONALD E. ROWLAND and MARY E. HOWLAND, of the County of El Paso, and State of Colorado, for the consideration of ONE DOLLAR and other good and valuable considerations, in hand paid, hereby sell and convey to BETTY R. LUDWIG, of the County of El Paso and State of Colorado, the following Real Property situate in the County of El Paso and State of Colorado, to-wit:

The Southwest quarter of the Northwest quarter and the West half of the Southwest quarter in Section 6, Township 13 South, Range 65 West of the 6th P.M.

with all its appurtenances and warrant the title to the same, subject to reservations and restrictions of record affecting said property, and except taxes for 1955. Grantors herein reserve to themselves, their heirs, successors and assigns from and after the date hereof an undivided one-half interest in and to all oil and mineral rights on the above described real property.

Signed and delivered this 6th day of January, 1955.



*Donald E. Rowland*  
DONALD E. ROWLAND

*Mary E. Rowland*  
MARY E. ROWLAND

STATE OF COLORADO }  
County of El Paso }

### STATUTORY ACKNOWLEDGMENT

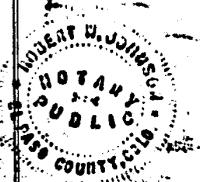
The foregoing instrument was acknowledged before me this 6th day of January, 1955, by DONALD E. ROWLAND and MARY E. ROWLAND

Witness my hand and official seal.

My commission expires March 14, 1957

*Robert W. Jones*

NOTARY PUBLIC



I certify that I drafted this instrument. *Charles O. ...*  
Attorney at Law



11a

received at 8:26 o'clock a.m. MAY 8 1968  
Reception No. 680724 HARRIET BEAL

BOOK 2233 PAGE 711

WARRANTY DEED

THIS DEED, made this 4<sup>th</sup> day of MAY in the year of our Lord one thousand nine hundred and sixty-eight between BERNARD L. GRIFFIN and BETTY A. GRIFFIN, of the County of El Paso and State of Colorado, of the first part, and ALLEN F. CHEW and IRENE H. CHEW, of the County of El Paso and State of Colorado, of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

STATE DOCUMENTARY FEE  
MAY 8 1968  
\$ .68

**PARCEL 1:** That portion of the North 472 feet of the Southwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6th P.M. in El Paso County, Colorado described as follows: Commencing at the Northeast corner of said Southwest quarter of the Northwest quarter of said Section 6; thence South 88° 46' West on the North line thereof 926.50 feet to the point of beginning of the tract hereby described; thence continue this last mentioned course South 88° 46' West 463.24 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 6; thence angle left South on the West line of said Section 6, a distance of 472.00 feet to the Southwest corner of said North 472.00 feet; thence North 88° 45' 48" East on the South line of said North 472 feet 462.20 feet to a point that is 924.38 feet South 88° 45' 48" West on said South line from the Southeast corner of said North 472 feet of said Southwest quarter of said Northwest quarter of said Section 6; thence North 0° 06' 34" East 472.00 feet to the point of beginning.

**PARCEL 2:** That portion of the North 472 feet of the Southwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6th P.M. in El Paso County, Colorado described as follows: Commencing at the Northeast corner of said Southwest quarter of the Northwest quarter of said Section 6; thence South 88° 46' West on the North line thereof 463.25 feet to the point of beginning of the tract hereby described; thence continue this last mentioned course South 88° 46' West 463.25 feet; thence angle

left South  $0^{\circ} 06' 34''$  West 472.00 feet to intersect the South line of said North 472 feet; thence North  $88^{\circ} 45' 48''$  East on said South line 462.19 feet to a point that is 462.19 feet South  $88^{\circ} 45' 48''$  West on said South line from the Southeast corner of said North 472 feet of said Southwest quarter of said Northwest quarter of said Section 6; thence North  $0^{\circ} 14' 17''$  East 472.00 feet to the point of beginning; together with a non-exclusive right of way and easement for ingress and egress to and from Parcels 1 and 2 hereinabove described over and across the following described property: Beginning at the Northeast corner of the Southwest quarter of the Northwest quarter of Section 6; thence South  $88^{\circ} 46'$  West on the North line of the Southwest quarter of said Northwest quarter 463.25 feet; thence South  $0^{\circ} 14' 17''$  West 30 feet; thence North  $88^{\circ} 46'$  East 463.25 feet, more or less, to intersect the East line of the Southwest quarter of said Northwest quarter thence Northerly on said East line 30 feet, more or less, to the point of beginning; and together with a non-exclusive right of way for ingress, egress and related purposes over and across the South 30 feet of the East 50 feet of the Northwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6th P.M.

EXCEPT oil and mineral rights heretofore reserved by instruments of record.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, to covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and



15

WAYNE W. WILLIAMS El Paso County, CO

03/07/2011 03:08:17 PM

Doc \$0.00 Page

Rec \$26.00 1 of 4



211023514

**Re: FILING OF ORIGINAL DOCUMENT : Dated May 8th, 1968,**

**PROPERTY ADDRESS: 6045 COWPOKE RD. Colorado Springs CO.80924  
EI PASO COUNTY. ORIGINAL WARRANTY DEED, FILED on May, ( 8th ) 1968, IN-  
BOOK ( 2233 ) Pages ( 711, 712, 713, )**

**PRESENT OWNER: PATRICIA L. PEDERSEN and STEVEN L. PEDERSEN,  
6045 COWPOKE RD. Colorado Springs CO. 80924 EI Paso COUNTY,**

**COPY OF ORIGINAL WARRANTY DEED INCLOSED THREE PAGES,  
BOOK ( 2233 ) Pages, ( 711,712 713, ) AS FILED MAY ( 8th ) 1968,**

**ADDRESS; 6045, COWPOKE RD. Colorado Springs CO. 80924 ,In THE COUNTY  
OF EI Paso, Legal Description AS set forth IN ORIGINAL WARRANTY DEED, and  
CHAIN OF TITLE;BETWEEN: THE GRIFFIN'S AND THE CHEW'S --GRIFFIN'S  
SOLD TO THE CHEW'S TEN ( 10 ) acres, Of their FIFTEEN ( 15 ) acres, ALONG  
WITH ACCES OF ( 30 ft. ), INGRESS and EGRESS, EASEMENT, on the Northerly  
Most ( 30 ) FEET Of Griffin's remaining ( 5 ) acre Parcel, to ACCESS the LAND  
LOCKED ( 10 ) acre Parcel,  
Known as the CHEW PARCEL / TIN CAN GRANNY'S PARCEL,**

**COVER PAGE: and ( 3 ) Pages ( 711,712,713 ) Of BOOK ( 2233 ) TO FOLLOW:**

**Recorded BY:**

**Mail To: Ross W. Clinger  
Operations Manager  
Tin Can Granny's L L C , owner of "The Chew Parcel "  
8254 Crown Lane  
Colorado Springs CO. 80924**

*Ross W. Clinger* 3-7-2011

received at 8:26 P.M. MAY 8 1968  
Reception No. 600724 HARRIET BEALS

BOOK 2233 PAGE 711

WARRANTY DEED

THIS DEED, made this 4<sup>th</sup> day of MAY in the year of our Lord one thousand nine hundred and sixty-eight between BERNARD L. GRIFFIN and BETTY A. GRIFFIN, of the County of El Paso and State of Colorado, of the first part, and ALLEN F. CHEW and IRENE H. CHEW, of the County of El Paso and State of Colorado, of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

STATE DOCUMENTARY FEE  
MAY 8 1968  
\$ .68

**PARCEL 1:** That portion of the North 472 feet of the Southwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6th P.M. in El Paso County, Colorado described as follows: Commencing at the Northeast corner of said Southwest quarter of the Northwest quarter of said Section 6; thence South 88° 46' West on the North line thereof 926.50 feet to the point of beginning of the tract hereby described; thence continue this last mentioned course South 88° 46' West 463.24 feet to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 6; thence angle left South on the West line of said Section 6, a distance of 472.00 feet to the Southwest corner of said North 472.00 feet; thence North 88° 45' 48" East on the South line of said North 472 feet 462.20 feet to a point that is 924.38 feet South 88° 45' 48" West on said South line from the Southeast corner of said North 472 feet of said Southwest quarter of said Northwest quarter of said Section 6; thence North 0° 06' 34" East 472.00 feet to the point of beginning.

**PARCEL 2:** That portion of the North 472 feet of the Southwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6th P.M. in El Paso County, Colorado described as follows: Commencing at the Northeast corner of said Southwest quarter of the Northwest quarter of said Section 6; thence South 88° 46' West on the North line thereof 463.25 feet to the point of beginning of the tract hereby described; thence continue this last mentioned course South 88° 46' West 463.25 feet; thence angle

left South 0° 06' 34" West 472.00 feet to intersect the South line of said North 472 feet; thence North 88° 45' 48" East on said South line 462.19 feet to a point that is 462.19 feet South 88° 45' 48" West on said South line from the Southeast corner of said North 472 feet of said Southwest quarter of said Northwest quarter of said Section 6; thence North 0° 14' 17" East 472.00 feet to the point of beginning; together with a non-exclusive right of way and easement for ingress and egress to and from Parcels 1 and 2 hereinabove described over and across the following described property: Beginning at the Northeast corner of the Southwest quarter of the Northwest quarter of Section 6; thence South 88° 46' West on the North line of the Southwest quarter of said Northwest quarter 463.25 feet; thence South 0° 14' 17" West 30 feet; thence North 88° 46' East 463.25 feet, more or less, to intersect the East line of the Southwest quarter of said Northwest quarter thence Northerly on said East line 30 feet, more or less, to the point of beginning; and together with a non-exclusive right of way for ingress, egress and related purposes over and across the South 30 feet of the East 50 feet of the Northwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6th P.M.

X

X

B/K-2604  
P- 482

EXCEPT oil and mineral rights heretofore reserved by instruments of record.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, to covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and



Received at 10<sup>02</sup> o'clock AM M. AUG 21 1975  
Reception No. 171850 HARRIET BEALS

BOOK 2772 PAGE 121  
IN DISTRICT COURT  
EL PASO COUNTY, COLORADO

OCT 11 1967  
FRANCIS J. GUCKOW  
CLERK

IN THE DISTRICT COURT WITHIN AND FOR  
THE COUNTY OF EL PASO AND STATE OF COLORADO  
Civil Action No. 53936

IN THE MATTER OF THE BLACK FOREST }  
VOLUNTEER FIRE PROTECTION DISTRICT } DECREE

AND NOW, On this the 11<sup>th</sup> day of October, 1967,  
the Judges of Election having certified the returns of the  
Special Election on the question of the organization of a  
proposed fire protection district to the Court, and the  
Court having examined the Certificate of the Judges, having  
reviewed the file and being fully advised in the premises,

DOTH FIND:

That the return of the election as certified by the  
Judges of Election is in correct form and shows that a total  
of 526 votes were cast at such Special Election and that  
there were 383 votes cast in favor of the organization of  
said district and 145 votes cast against the organization  
of said district;

That the Court has jurisdiction in this matter and  
over said district;

That the proper procedure has been followed in this  
matter in accordance with the Colorado statutes;

That the proper notices were given as required by  
statute;

ALL 151.001 346

That no challenges were made during the course of said election on the qualifications of any voter;

That signatures appearing on all petitions are genuine;

NOW THEREFORE, THE COURT DOETH ORDER:

That The Black Forest Volunteer Fire Protection District is hereby declared duly organized;

That the boundaries thereof are designated as follows:

All of that portion of the hereinafter described land, located within the County of El Paso and State of Colorado, and not included within the territorial limits of any incorporated town or city, to-wit:

Sections 31, 32, 33 and 34 in Township 11 South, Range 65 West of the 6th Principal Meridian.

Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, and 32 in Township 12 South, Range 65 West of the 6th Principal Meridian.

Sections 5 and 6 in Township 13 South, Range 65 West of the 6th Principal Meridian.

Sections 35 and 36 in Township 11 South, Range 66 West of the 6th Principal Meridian.

Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, in Township 12 South, Range 66 West of the 6th Principal Meridian.

That the corporate name designated in the petition for said district and by which in all proceedings the district shall hereafter be known shall be The Black Forest Volunteer Fire Protection District;

That the first Board of Directors is designated to be as follows:

WILL 1814 347

1. Kenneth M. Kirchhofer - to hold office until two years.
2. Richard P. Humphrey - to hold office until two years.
3. Thomas D. Fultz - to hold office until four years.
4. Louis F. DeLong - to hold office until four years.
5. Edgar D. Gravette - to hold office until the first biennial election.

That said district is hereby declared a governmental sub-division of the State of Colorado and a body corporate with all the powers of a public or quasi-municipal corporation.

That within 30 days of the date of the signing of this Decree the Clerk of the District Court, El Paso County, State of Colorado, shall transmit to the Clerk and Recorder of El Paso County, State of Colorado, copies of Findings and the Decree of this Court incorporating the District.

That the members of the first Board of Directors shall qualify by filing with the Clerk of the District Court their oaths of office, and the Court does hereby dispense with the filing of a corporate surety bond by the members of the Board heretofore designated or by any member elected hereafter, conditioned upon further order of the Court.

That after taking oath the Board shall proceed with its organization as required by Colorado statutes.

That the District, and on its behalf the Board, shall have all of the powers granted by Chapter 89, Article 6,

JUL 15 1967 316

Colorado Revised Statutes, 1963 as Amended.

That the Court retains jurisdiction of said District as granted by the Colorado statutes.

Done by the Court this 17th day of October, 1967.

G. Russell Miller  
Honorable G. Russell Miller

APPROVED BY ATTORNEY FOR  
PROTESTING PETITIONERS:

Cliff B. ...



13a

ROBERT C. "BOB" BALINK El Paso County, CO  
 12/09/2005 09:20:51 AM  
 Doc \$0.00 Page  
 Rec \$56.00 1 of 11 205196077

**PERMANENT EASEMENT AGREEMENT**

**Individual**

This Permanent Easement Agreement ("Agreement") is made and entered into this 20th day of September, 2005, by and between Goetsch Peacock Partners ("Grantor"), whose address is 5960 Cowpoke Rd. Colorado Springs, CO 80920-5203; Wilbur and Carlyn Sieck whose address is 6040 Cowpoke Rd. Colorado Springs, CO 80920-5206; Patricia L. and Steven L. Pedersen whose address is 6045 Cowpoke Rd. Colorado Springs, CO 80920-5205; LP 47 LLC, whose address is 2315 Briargate Parkway, Suite 100, Colorado Springs, CO 80920-7646 ("Grantors"), and the **City of Colorado Springs**, a Colorado home rule city and municipal corporation ("Grantee"), on behalf of its enterprise **Colorado Springs Utilities**, whose address is 30 S. Nevada Avenue, Colorado Springs, Colorado 80903 (both Grantor and Grantee hereinafter collectively referred to as the "Parties").

**Recitals**

WHEREAS, Grantee has determined that its facilities described in Paragraph 1 should, for engineering and maximum efficiency purposes, be constructed along a certain utilities corridor; and

WHEREAS, Grantor owns real property (the "Property"), described in Exhibit "A", through which Grantee's facilities described in paragraph 1, as approved by Grantee, will pass; and

WHEREAS, the Parties hereby enter into this Agreement.

**Covenants**

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Conveyance of Permanent Easement.** For good and valuable consideration, Grantor hereby grants and conveys to the Grantee a perpetual non-exclusive easement, (the "Permanent Easement") to enter, occupy and use the property described in Exhibit B (which is the legal description of the Permanent Easement area and by this reference is made a part hereof) to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, or any other utility structures (including, but not limited to communication facilities), and all necessary underground or aboveground cables, wires and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections and surface appurtenances (the "Improvements") in, through, over and across the Permanent Easement.

2. **Easement Map.** Exhibit "C", attached hereto and by this reference made a part hereof, is a graphic representation of the aforementioned Permanent Easement. The legal description in Exhibit B describes, exclusively, the Permanent Easement. In the event the legal description set forth in Exhibit B is inconsistent with the graphic representation in Exhibit "C", said legal description shall control.

3. **Ingress and Egress.** Grantee shall have and exercise the right of reasonable ingress and egress in, to, through, over, under and across the Property for access to and from any roads, highways, streets, alleys or any other point to the Permanent Easement in order to perform construction, reconstruction, operation, use, maintenance, repair, replacement or removal of the Improvements. Except in emergencies, Grantee shall attempt to give Grantor reasonable advance notice prior to exercising its rights of ingress and egress. To the maximum practicable extent, Grantee shall use existing gates, roads, trails and facilities to avoid disruption of Grantor's operations on the property.

4. **Additional Construction.** Grantee shall have the right to lay, construct, maintain, operate, alter, repair, patrol, remove, change the size of and replace, at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Permanent Easement. Such right shall not be lost by mere passage of time, and Grantor shall not stop, hinder or impede construction of such additional improvements or limit same.

702873

## PERMANENT EASEMENT AGREEMENT

Individual

5. **Grantor's Rights Unaffected.** Except as provided in Paragraph 6 hereof, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in its construction, operation or maintenance of the Improvements. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement in accordance with the terms of this Agreement.

6. **Surface Installations in Permanent Easement.** Grantor shall not construct or place any structure or building on any part of the Permanent Easement. Any such structure or building constructed or placed on the Permanent Easement after the date of this Agreement, may be removed by Grantee without liability for damages arising therefrom. If Grantor constructs or places any structure or building within the Permanent Easement, Grantor shall reimburse Grantee for all expenses associated with removing such structure or building. Such structures or buildings, which are prohibited on the Permanent Easement, include, but are not limited to the following: dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, playhouses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, dog runs, basketball/sports courts, retaining walls, posts, or poles.

Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing pavement, curbs, gutters, sidewalks, paved parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again such as stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee (the "Grantor's Improvements"); provided, however, that the exercise of such, rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the rights provided to Grantee under this Agreement, including, but not limited to, Grantee's rights of maintenance and reasonable access.

The foregoing notwithstanding, in no event shall Grantor:

(1) Construct or place, longitudinally along or otherwise within the Permanent Easement, any tree, underground pipeline, cable, wire, conduit or other utility without the prior written consent of Grantee, which shall not be unreasonably withheld or delayed; or

(2) Change, by excavation or filling, the present grade or ground level of the Permanent Easement by more than one foot without the prior written consent of Grantee.

Grantor shall control and, to the extent reasonably necessary, prevent the construction or alteration within the Permanent Easement or the Property of landfills, land excavations, water impoundments, and other land uses which might endanger or interfere with any Improvements, including Grantee's rights of maintenance and reasonable access.

If at any time the Grantor undertakes to construct or place improvements within the Permanent Easement that necessitates the relocation, reconstruction, removal, or abandonment of any of the Improvements that are located within the Permanent Easement, Grantor shall notify Grantee in writing of such necessity. If Grantee agrees that the Improvements must be relocated, reconstructed, removed or abandoned, Grantor shall be responsible for the costs of such relocation, reconstruction, removal or abandonment. If, as a result of Grantor's improvements, Grantee must terminate the use and occupancy of all or part of the Permanent Easement, Grantor shall perform the following: (1) provide at Grantor's sole expense a good and sufficient alternative easement for Grantee outside of the Permanent Easement; or (2) reimburse Grantee through an appropriate written agreement for all costs incurred by Grantee to acquire an alternative, adequate easement as determined by Grantor; and 3) reimburse Grantee for all costs of relocating, reconstructing, removing or abandoning its Improvements.

7. **Surface Restoration to Land.** Grantee shall repair or reimburse Grantor for the reasonable cost of repair for any physical damage done by or resulting from actions or operations of Grantee to Grantor's property outside the Permanent Easement. Grantee shall repair or replace damaged property or reimburse Grantor for the reasonable cost of repair or replacement of physical damage to growing crops, livestock, grazing land, and Grantor's Improvements whether within or without the Permanent Easement caused by laying, repairing, replacing, maintaining or removing of Improvements. Grantee, in constructing, maintaining or altering the Improvements, shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible. Notwithstanding the foregoing, Grantee shall not be liable for damage to structures; buildings, or any other articles whatsoever, constructed, installed, or otherwise existing on the Permanent Easement in violation of the terms of this Agreement, including, but not limited to, any tree(s) which interfere with the Improvements or the rights granted herein.

## PERMANENT EASEMENT AGREEMENT

Individual

8. **Maintenance of Permanent Easement.** Grantee shall have the right from time to time to cut, trim, control, and remove trees, brush and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement and the operation, maintenance, repair and patrolling of the Improvements without liability for damages arising therefrom.

9. **Subjacent and Lateral Support.** Grantor shall not impair the lateral or subjacent support for the Improvements.

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

11. **Nature of Easement and Additional Uses.** This Permanent Easement shall be permanent and run with the land. It shall also be deemed to touch and concern the land. Exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sound discretion of Grantee. Grantee agrees to permit and authorize such other uses of the subject Permanent Easement, not reserved in Grantor, as will not impair Grantee's rights upon such reasonable terms, limitations, and conditions as Grantee shall find reasonably necessary to protect the right of occupancy of the subject Permanent Easement for the purposes of Grantee without undue or unnecessary injury to or impairment of the estate retained by Grantor.

12. **Warranty of Title.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in its title to the land involved or its right to make the grant contained herein.

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

14. **Indemnity/Liability.** Grantor hereby releases Grantee and shall fully protect, defend, indemnify and hold harmless Grantee, the City of Colorado Springs, their officers, City Council, Utilities Board, directors, employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature regarding this Agreement or the Improvements to the extent caused by Grantor.

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

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

17. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing and signed by Grantee and Grantor.

18. **Notice.** All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Grantee:

Colorado Springs Utilities  
Utilities Development Services  
P.O. Box 1103, Mail Code 1015  
Colorado Springs, Colorado 80903  
Phone: (719) 668-8264

If to Grantor: Grantor:  
Attn:

Goetsch Peacock Partners



PERMANENT EASEMENT AGREEMENT

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

GRANTOR:

Goetch/Pracack Partners LLC

By: [Signature]

Name: Ross W. Clinger

STATE OF )  
COUNTY OF ) SS

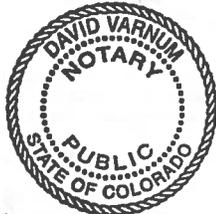
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September 2005 by

Ross W. Clinger

Witness my hand and official seal.

My Commission Expires: 5/10/2008

(SEAL)



[Signature]  
Notary Public

GRANTEE:

CITY OF COLORADO SPRINGS,  
on behalf of its enterprise,  
Colorado Springs Utilities

By: Al Juvonen

Name: [Signature]

Title: Eng Support Speck S&J

APPROVED AS TO FORM:

N/A Date: \_\_\_\_\_  
Colorado Springs Utilities General Counsel Division

PERMANENT EASEMENT AGREEMENT

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

GRANTOR:

By: Steven L. Pederson

Name: Patricia L. Pederson

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September 2005, by Steven & Patricia Pederson

Witness my hand and official seal.

My Commission Expires: 5/10/08

(SEAL)



[Signature]  
Notary Public

GRANTEE:

CITY OF COLORADO SPRINGS,  
on behalf of its enterprise,  
Colorado Springs Utilities

By: Al Jumper

Name: Al Jumper

Title: Eng Support spec (SR)

APPROVED AS TO FORM:

MA Date: \_\_\_\_\_  
Colorado Springs Utilities General Counsel Division

PERMANENT EASEMENT AGREEMENT

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

GRANTOR:

By: Wilbur + Carolyn Sieck  
Name: Carolyn Sieck  
Wilbur Sieck

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September 2005, by  
Wilbur + Carolyn Sieck

Witness my hand and official seal.

My Commission Expires: 5/10/2008

(SEAL)



GRANTEE:

My Commission Expires 05/10/2008

[Signature]  
Notary Public

CITY OF COLORADO SPRINGS,  
on behalf of its enterprise,  
Colorado Springs Utilities

By: AI JUNEBA  
Name: AI Juneba  
Title: Eng Support spec (S&E)

APPROVED AS TO FORM:

NA Date: \_\_\_\_\_  
Colorado Springs Utilities General Counsel Division

PERMANENT EASEMENT AGREEMENT

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

GRANTOR: LP 47 LLC

By: [Signature]  
Name: Scott E. Smith, manager

STATE OF Colorado )  
COUNTY OF El Paso ) SS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October 2005, by Scott E. Smith

Witness my hand and official seal.  
My Commission Expires: 8/4/07  
(SEAL)

[Signature]  
Notary Public

GRANTEE: CITY OF COLORADO SPRINGS,  
on behalf of its enterprise,  
Colorado Springs Utilities  
By: Al Juviera  
Name: Al Juviera  
Title: Eng Support Spec (SR)

APPROVED AS TO FORM:  
N/A Date: \_\_\_\_\_  
Colorado Springs Utilities General Counsel Division

## ENGINEERING AND SURVEYING, INC.

### EXHIBIT "A"

Owner	Tax Schedule #	Reception #	Book	Page
Goelsch Peacock Partners	5306000002	-	6849	1125

Legal Description:

NW 1/4, NW 1/4 SEC 6, T13S, R65W

Wilbur and Carlyn Sieck	5306000003	202228089	-	-
-------------------------	------------	-----------	---	---

Legal Description (abbreviated):

That portion of the Northwest quarter of the Northwest quarter of Section 6, Township 13 South, Range 65 West of the 6th P.M., in El Paso County, Colorado, described as follows:  
Beginning at the Southeast corner of said Northwest quarter of the Northwest quarter of said Section 6 and run Westerly on the South line thereof a distance of 450 feet, thence angle right Northerly, 162 ft; thence angle right Easterly, 450 ft to E line of said NW1/4 of the NW1/4; thence angle right Southerly 162 ft to POB, except the South 30 feet of the Easterly 50 feet thereof.

LP47, LLC	5306000052	204060009	-	-
-----------	------------	-----------	---	---

Legal Description (abbreviated):

THAT PORTION OF THE PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 204060009 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHERLY 472.0 FEET OF THE WESTERLY 925 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY COLORADO.

Patricia & Steven Pedersen	5306000053	205030057	-	-
----------------------------	------------	-----------	---	---

Legal Description (abbreviated):

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID SW4NW4; THENCE S88 DEGREES, 46 MINUTES WEST ON THE NORTH LINE THEREOF 463.25 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES 34 SECONDS WEST 472 FEET; THENCE NORTH 88 DEGREES 45 MINUTES EAST 462.19 FEET; THENCE NORTH 0 DEGREES 14 MINUTES 17 SECONDS EAST 472 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A NON-EXCLUSIVE ROW AS DESCRIBED IN BOOK 2604 PAGE 485.

# ENGINEERING AND SURVEYING, INC.

## EXHIBIT "B"

### UTILITY EASEMENT LEGAL DESCRIPTION

Date: November 22, 2005  
ESI Job No. 08-001

A strip of land 60.00 feet in width and lying within the Northwest Quarter of the Northwest Quarter of Section 6, Township 13 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, El Paso County, Colorado, described as follows: Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter (Southeast corner of Government Lot 4) of said Section 6; thence S 88°42'34" W on the South line of said Government Lot 4 on an assumed bearing to which all others in this description are relative, said bearing is based on the East line of Government Lot 4 assumed as N 00°04'49" W, a distance of 1088.27 feet to a point of curve; thence Northwest on a curve to the right, having a central angle of 33°15'21", a radius of 200.00 feet, a length of 116.08 feet to a point of tangent; thence N 58°02'05" W a distance of 94.89 feet to a point of curve; thence Northwest on a curve to the left, having a central angle of 32°17'39", a radius of 200.00 feet, a length of 112.73 feet to the Point of Terminus of said centerline, said point lying on the centerline of James Creek Drive as platted in Westcreek at Wolf Ranch Filing No. 4, extending and/or shortening the side lines to intersect the West line of Section 6 and to intersect the Easterly line of Government Lots 4 and 5, containing 84,720 square feet more or less, or 1.945 acres, more or less.

Description prepared by:  
Engineering and Surveying, Inc.  
20 Boulder Crescent, 2<sup>nd</sup> Floor  
Colorado Springs, CO 80903



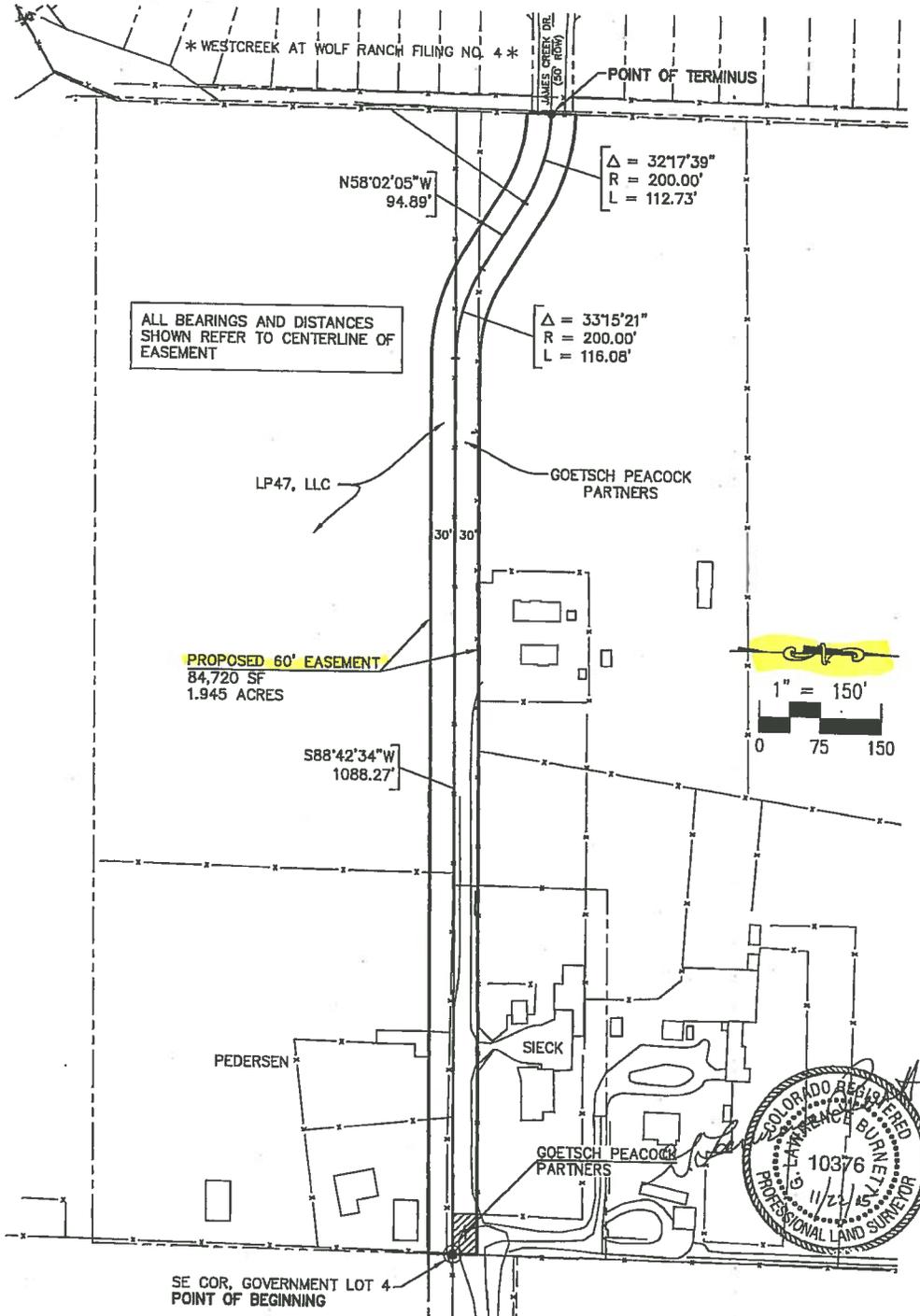
ENGINEERING AND SURVEYING INC.

20 BOULDER CRESCENT, 2nd FLOOR  
COLORADO SPRINGS, CO 80903  
(719) 955-5485, FAX (719) 471-4812

UTILITY EASEMENT

JOB NO. 08-001  
SHEET 1 OF 1  
NOVEMBER 22, 2005

EXHIBIT "C"



ENGINEERING AND SURVEYING, INCORPORATED DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

136

Chuck Broerman  
08/11/2017 03:36:32 PM  
Doc \$0.00 3  
Rec \$23.00 Pages

El Paso County, CO  
  
217096421

Page 1. Of 3.

RETURN ORIGINALS TO:  
Ross W. Clinger Operations Manager  
8254 Crown Lane  
COLORADO SPRINGS CO. 80924

**Subject Agreement letter dated July 27th 2017 Enclosed  
from: Nor'Wood Development Group  
signed by: Mr. Ralph Braden as Vice President  
Granting No Cost recovery:  
To current property owners listed below;  
For S/S line work done on CSU Easement recorded  
December 9th 2005 Re. No. (205196077)**

**Names and Address of: Please Record to All Below**

1. **Schedule: No: (5306000002)  
Goetsch Peacock LLC  
8254 Crown La.  
Colorado Springs CO. 80924**
2. **Schedule: No. (5306000052)  
Tin Can Granny's LLC      Location (0 06-13-65)  
Mailing Add. 8254 Crown La  
Colorado Springs CO. 80924**
3. **Schedule: No: (5306000003)  
Joan B. Gallegos  
6040 Cowpoke Rd.  
Colorado Springs CO. 80924**
4. **Schedule: No: (5306000053)  
Heriberto Lopez  
Magallan Blanca Flor V. Lopez  
Colorado Springs CO. 80924**

N O R ' W O O D

July 27, 2017

Goetsch Peacock Partners LLC  
Attn: Ross Clinger

Re: Sanitary Sewer Line between Westcreek at Wolf Ranch and Cowpoke Road

Dear Mr. Clinger:

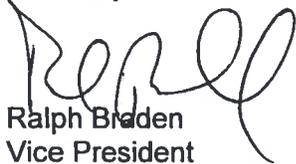
In 2005, Goetsch Peacock Partners and others executed an easement to the City of Colorado Springs that was recorded December 9, 2005 in Reception No. 205196077.

Nor'wood Development Group installed the Sanitary Sewer line in the easement with service lines stubbed out for the benefit of the property owners who granted the easement.

At that time, we verbally agreed with you that Nor'wood Development Group would not seek any cost recovery from you or any of the other property owners who granted the easement for either the cost of the sanitary sewer line or the service line stubouts. In March 2006, I sent you a letter to that effect.

This letter will confirm that Nor'wood Development Group will not seek any cost recoveries from Goetsch Peacock Partners or the current owners of land over which the easement passes for the cost of the sanitary sewer line or the service line stubouts.

Sincerely,



Ralph Braden  
Vice President

(Recording Page 2)

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

(Recording Page 3.)

Ross Clinger ✓

This envelope and letter dated July 27th 2017  
was hand delivered to: Ross W. Clinger  
By Bobby L. Ingles V.P for Norwood  
At the corner of Old Cowpoke Rd and Crown Lane.

RWC



Exhibit A

PARCEL A:

A TRACT OF LAND BEING A PORTION OF THE NORTH 472.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE 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 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A RECOVERED 3 1/4" ALUMINUM CAP STAMPED LS 10956 WITH APPROPRIATE MARKINGS AT THE NORTHWEST CORNER OF SAID SECTION 6 AND A RECOVERED NO. 5 REBAR WITH A PLASTIC YELLOW CAP STAMPED LS 11330 AT THE WEST QUARTER CORNER OF SAID SECTION 6 BEING CONSIDERED TO BEAR SOUTH 00°07'23" EAST HAVING A DISTANCE OF 2635.07 FEET.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°37'54" WEST (RECORDED AS SOUTH 88°46' WEST) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 461.08 FEET (RECORDED AS 463.25 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 00°16'26" WEST (RECORDED AS SOUTH 00°14'17" WEST), A DISTANCE OF 472.12 FEET (RECORDED AS 472.00 FEET) TO A POINT ON THE SOUTH LINE OF THE NORTH 472.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°37'54" WEST (RECORDED AS SOUTH 88°45'48" WEST) ALONG THE SOUTH LINE OF THE NORTH 472.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 920.36 FEET (RECORDED AS 924.39 FEET) TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 00°07'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 472.04 FEET (RECORDED AS 472.00 FEET) TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 88°37'54" EAST (RECORDED AS NORTH 88°46' EAST) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 923.63 FEET (RECORDED AS 926.49 FEET) TO THE POINT OF BEGINNING, BEING THAT PARCEL OF LAND DESCRIBED AS THE CHEW PROPERTY AS CONTAINED IN THE DEED RECORDED IN BOOK 5801 AT PAGE 1259, RECORDS OF EL PASO COUNTY, COLORADO.

PARCEL B:

A NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT FOR INGRESS AND EGRESS TO AND FROM THE CHEW PARCEL OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO AND STATE OF COLORADO, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 88°37'54" WEST (RECORDED AS SOUTH 88°46" WEST) ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER

OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 461.08 FEET (RECORDED AS 463.25 FEET); THENCE SOUTH 00°16'26" WEST (RECORDED AS SOUTH 00°14'17" WEST), A DISTANCE OF 30.00 FEET; THENCE NORTH 88°37'54" EAST (RECORDED AS NORTH 88°46' EAST) ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 461.71 FEET (RECORDED AS 463.25 FEET) TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 00°23'01" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

**PARCEL C:**

A NON-EXCLUSIVE RIGHT-OF-WAY FOR INGRESS AND EGRESS AND RELATED PURPOSES OVER AND ACROSS THE SOUTH 30.00 FEET OF THE EAST 50.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.

Exhibit B

1. Real property taxes for the year 2006, due and payable in 2007, and subsequent years.
2. Any interests acquired by the public in and to the property conveyed hereby by reason of Resolution of Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, records of El Paso County, Colorado, providing for public roads 60 feet in width, being 30 feet on either side of section lines on the public domain.
3. Right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded December 27, 1883 in Book 56 at Page 4, records of El Paso County, Colorado.
4. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Fountain Valley Soil Conservation District, now known as the El Paso County Soils Conservation District, as evidenced by instrument recorded October 31, 1952 in Book 1362 at Page 106, records of El Paso County, Colorado.
5. Reservation of mineral rights as contained in deed recorded January 10, 1955 in Book 1474 at Page 93, records of El Paso County, Colorado.
6. Terms, conditions and provisions of Permanent Easement Agreement recorded December 9, 2005 under Reception No. 205196077, records of El Paso County, Colorado.
7. The property conveyed by this deed (the "Property") does not include any water rights, ditch rights, well rights or reservoir rights which have been or are currently used in connection with the Property, or any rights or interests in or to all groundwater (including, but not limited to, groundwater within the Dawson, Denver, Arapahoe and Laramie-Fox Hills Formations) underlying the Property, all such water rights and interests being expressly reserved by LP47, LLC, a Colorado limited liability company ("Grantor"). Tin Can Granny's LLC, a Colorado limited liability company ("Grantee"), by acceptance hereof: (1) consents in perpetuity on behalf of itself, its successors and assigns to Grantor's withdrawal, appropriation and use of all groundwater (including, but not limited to, groundwater within the Dawson, Denver, Arapahoe and Laramie-Fox Hills Formations) underlying the Property; (2) agrees to cooperate as necessary in order for Seller to obtain a final determination of Grantor's right to withdraw, appropriate and use such groundwater; (3) agrees to execute any supplemental consents thereto that may be reasonably requested by Grantor; and (4) agrees to convey and/or assign to Grantor by appropriate instrument(s) such groundwater subsequent to a final determination of the

amount of such groundwater. No well withdrawing such groundwater will be constructed on the Property without the additional consent of Grantee, its successors or assigns; however, wells that withdraw groundwater beneath the Property may be freely constructed by Grantor off the Property without such additional consents. Grantor covenants and agrees that the withdrawal of groundwater shall not cause any surface or subsurface damage to the Property or improvements thereon and shall not affect Buyer's rights to lateral and subjacent support for the Property, and indemnifies Grantee with regard to same and the foregoing covenant, agreement and indemnity shall survive closing. The above provisions shall constitute a covenant running with and burdening the Property and benefiting Grantor and all land within the area subject to the Briargate Master Plan approved by the City of Colorado Springs, as amended from time to time, and each and every one of the benefits and burdens of this provision shall inure to and be binding upon the respective successors and assigns of Grantee and Grantor.



15

ROBERT C. "BOB" BALINK El Paso County, CO  
02/22/2007 01:45:54 PM  
Doc \$0.00 Page  
Rec \$26.00 1 of 5 207025020



**GRANT OF PERMANENT DRAINAGE EASEMENT**

This Easement Agreement is made and entered into this 15<sup>th</sup> day of February, 2007, by Patricia L. Pedersen and Steven L. Pedersen (jointly, "Grantor"), being the owners of the hereinafter described real property located in the County of El Paso and State of Colorado. For and in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant and convey to the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, a permanent drainage easement over, under and across the property described as Parcel 2 on Exhibit "A" attached hereto and made a part hereof, together with rights of ingress and egress for the installation, maintenance, repair, and replacement of drainage facilities and improvements located within said easement.

The undersigned shall not erect or construct any building or other permanent structure, or drill or operate any well, within the above-described property.

The provisions herein shall inure to the benefit of and bind the heirs, successors, and assigns of the respective parties hereto.

Grantor:  
Patricia L. Pedersen  
Patricia L. Pedersen  
Steven L. Pedersen  
Steven L. Pedersen

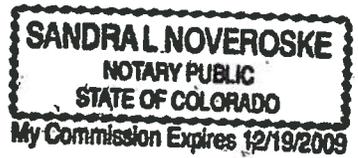
Approved and accepted on behalf of the City of Colorado Springs

By: Tom [Signature]  
Its Senior Civil Engineer

STATE OF COLORADO }  
  }  
COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me this 15 day of February, 2007, by Patricia L. Pedersen and Steven L. Pedersen.  
Witness my hand and official seal.

My commission expires: 12/19/2009 Sandra L. Noveroske  
Notary Public



**EXHIBIT A**  
**Drainage Easement**

**(PARCEL 2 ONLY)**

**LEGAL DESCRIPTION**

Those parcels of land located in the Northwest One-Quarter of Section 6 of Township 13 South, Range 65 West of the 6<sup>th</sup> P.M., City of Colorado Springs, County of El Paso, State of Colorado, being a portion of tract of land described in the Quit Claim Deed recorded March 3, 2005 at Reception No. 205030057 of the records in the Office of the Clerk and Recorder of said El Paso County, Colorado, said parcels of land being more particularly described as follows:

**Parcel 1:**

Commencing at the Southeast Corner of the tract of land described in said Reception No. 205030057, said corner also being the Northeast Corner of Tutt Boulevard as shown on TUTT BOULEVARD FILING NO. 4, a Subdivision recorded at Reception No. 206712270 of the records in the Office of the Clerk and Recorder of said El Paso County; thence along the Easterly line of the tract of land described in said Reception No. 205030057, North 00°21'06"West, 150.57 feet to the TRUE POINT OF BEGINNING:

Thence leaving said Easterly line, North 85°34'00" West, 51.69 feet to the beginning of a 33.00 foot radius tangent curve whose center bears Northerly;

Thence along said curve to the right, 30.37 feet through a central angle of 52°43'57" to the beginning of a 24.00 foot radius reverse curve;

Thence along said reverse curve to the left, 39.77 feet through a central angle of 94°56'58" to the beginning of a 78.50 foot radius reverse curve;

Thence along said reverse curve to the right, 42.45 feet through a central angle of

*Colorado Springs*

*Donner*

*Phoenix*

*Atlanta*

*San Francisco*



30°59'05" to the beginning of 45.00 foot radius reverse curve;

Thence along said reverse curve to the left, 35.42 feet through a central angle of 45°06'07" to the beginning of a 200.00 foot radius compound curve;

Thence along said compound curve to the left, 77.32 feet through a central angle of 22°09'07" to the beginning of a 67.00 foot radius compound curve;

Thence along said compound curve to the left, 40.91 feet through a central angle of 34°59'14" to the beginning of a 100.00 foot radius reverse curve;

Thence along said reverse curve to the right, 42.70 feet through a central angle of 24°27'45" to a point on the Southerly line of the tract of land described in said Reception No. 205030057;

Thence along said Southerly line, South 87°47'40" West, 50.91 feet to the beginning of a 188.00 foot radius non-tangent curve whose center bears North 65°04'55" West, said point hereinafter referred to as Point "A";

Thence along said curve to the left, 10.90 feet through a central angle of 3°19'15";

Thence non-tangent from said curve, North 09°00'00" East, 71.49 feet to the beginning of a 133.00 foot radius non-tangent curve whose center bears South 89°41'49" East;

Thence along said curve to the right, 118.47 feet through a central angle of 51°02'13" to the beginning of a 90.50 foot radius compound curve;

Thence along said compound curve to the right, 34.31 feet through a central angle of 21°43'14" to the beginning of a 384.00 foot radius reverse curve;

Thence along said reverse curve to the left, 45.47 feet through a central angle of 6°47'06" to the beginning of a 73.50 foot radius reverse curve;

Thence along said reverse curve to the right, 68.16 feet through a central angle of 53°08'10" to the beginning of a 92.00 foot radius reverse curve;

Thence along said reverse curve to the left, 58.13 feet through a central angle of 36°11'59" to the Easterly line of the tract of land described in said Reception No. 205030057;

Thence along said Easterly line, South 00°21'06" East, 40.37 feet to the TRUE POINT OF BEGINNING.

**CONTAINING: 13,451 Square Feet, more or less.**



**Parcel 2:**

Commencing at said Point "A", thence along the Southerly line of the tract of land described in said 205030057, South 87°47'40" West, 123.23 feet to the TRUE POINT OF BEGINNING:

Thence continuing along said Southerly line, South 87°47'40" West, 76.50 feet to the Southwesterly Corner of the tract of land described in said Reception No. 205030057;

Thence along the Westerly line of tract of land described in said Reception No. 205030057, North 00°35'57" West, 36.38 feet to the beginning of a 304.50 foot radius non-tangent curve whose center bears South 15°36'32" West;

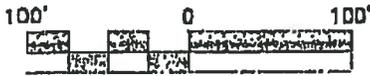
Thence along said curve to the right, 84.05 feet through a central angle of 15°48'57" to the TRUE POINT OF BEGINNING.

**CONTAINING:** 1,553 Square Feet, more or less.

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

A graphical depiction, **EXHIBIT "C"**, of the above described property is attached hereto as an aid in the visual interpretation of the written document.

Ian Cortez, P.L.S. No. 32822  
Prepared for and on behalf of  
Matrix Design Group, Inc.



SCALE IN FEET

UNPLATTED  
(RECEPTION NO. 205030057)

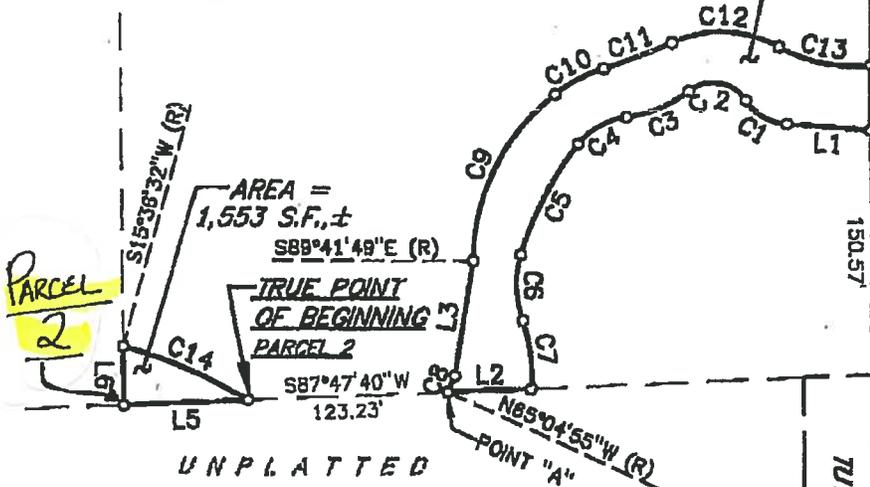
UNPLATTED  
(BOOK 5572, PAGE 939)



CUMBRE VISTA SUBD.  
FILMS NO. 1  
(RECEPTION NO. 206712271)

LINE	BEARING	LENGTH
L1	N85°34'00"W	51.89'
L2	S87°47'40"W	50.81'
L3	N09°00'00"E	71.49'
L4	S00°21'08"E	40.37'
L5	S87°47'40"W	76.50'
L8	N00°35'57"W	36.38'

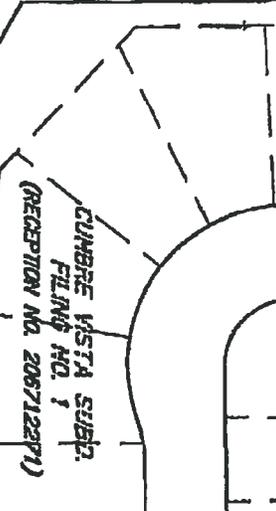
AREA =  
13,451 S.F., ±



UNPLATTED  
(RECEPTION NO. 205001418)

CURVE	DELTA	RADIUS	LENGTH
C1	82°43'57"	33.00'	30.37'
C2	84°56'58"	24.00'	39.77'
C3	30°58'05"	78.50'	42.45'
C4	45°08'07"	45.00'	35.42'
C5	22°08'07"	200.00'	77.32'
C8	34°39'14"	67.00'	40.81'
C7	24°27'45"	100.00'	42.70'
C8	3°18'15"	188.00'	10.90'
C9	51°02'13"	133.00'	118.47'
C10	21°43'14"	80.50'	34.31'
C11	6°47'06"	384.00'	45.47'
C12	53°08'10"	73.50'	66.16'
C13	38°11'58"	92.00'	58.13'
C14	15°48'57"	304.50'	84.05'

TUTT BOULEVARD  
TUTT BOULEVARD  
FILMS NO. 4  
(RECEPTION NO. 206712270)



CUMBRE VISTA SUBD.  
FILMS NO. 1  
(RECEPTION NO. 206712271)



**Matrix Design Group, Inc.**  
Integrated Design Solutions  
Infrastructure Engineering  
Community Development  
Program Management

PUBLIC DRAINAGE EASEMENT

EXHIBIT

16

Release?

(copy)

**CONSTRUCTION EASEMENT AGREEMENT**

THIS CONSTRUCTION EASEMENT AGREEMENT, dated February 15<sup>th</sup> 2007 ("Agreement"), is executed by and among Patricia L. Pedersen and Steven L. Pedersen, whose address is 6045 Cowpoke Road, Colorado Springs, CO 80920 ("Grantor"), and RS Construction & Development, Inc., a Colorado corporation f/k/a Infinity Construction & Development, Inc., with an address of 1465 North Union Blvd., Colorado Springs, CO 80909 ("Grantee"). Grantor and Grantee are sometimes jointly referred to herein as "Parties," and individually as a "Party."

Grantor is the owner of certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor's Property").

Grantee desires a temporary construction easement over certain portions of Grantor's Property, as more fully described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained in this Agreement, Grantor and Grantee hereby agree as follows:

**ARTICLE I - CONSTRUCTION EASEMENT**

1.1 Creation of Construction Easement. Grantor hereby grants to Grantee, its contractors, engineers, surveyors, agents, employees, and representatives, a temporary non-exclusive construction easement (the "Construction Easement") on, over, under and across the portion of Grantor's Property legally described and depicted on Exhibit B attached hereto and incorporated herein by this reference ("Construction Easement Area") for the purpose of constructing and installing drainage facilities or improvements (the "Drainage Improvements"). The Drainage Improvements are to be constructed in accordance with the engineer's plans dated October, 2006, Job No. 05.185.002, prepared by Matrix Engineering.

1.2 Cost Recovery. The costs and expenses of design, engineering, and construction of the Drainage Improvements, together with permissible interest pursuant to any applicable annexation agreements or City of Colorado Springs cost recovery agreements, may be recoverable in accordance with the terms of such agreements. However, neither Grantee nor any third parties affiliated with the Grantee shall seek any cost recovery from the Grantor or the Grantor's Property, and Grantor shall not be responsible for any cost recovery, for the Drainage Improvements. Grantee expressly waives any rights of cost recovery against the Grantor's Property regarding the Drainage Improvements.

1.3 Grantee. For the purposes of this Agreement, the word "Grantee" shall mean and refer to Grantee, its successors and assigns, and its contractors, agents, employees, and representatives.

1.4 Reserved Uses. Except as provided herein, Grantor reserves the right and retains the right to make full use Grantor's Property for any purposes not inconsistent with the rights granted to

ROBERT C. "BOB" BALINK	El Paso County, CO
02/22/2007 01:48:09 PM	
Doc \$0.00	Page
Rec \$56.00	1 of 11
	<b>207025023</b>

Grantee by this Agreement.

## ARTICLE II - CONSTRUCTION AND REPAIR

2.1 Construction. Prior to the commencement of construction, Grantee shall cause the outer boundaries of the Construction Easement Area to be surveyed and staked. Thereafter, Grantee shall be obligated to install and construct the Drainage Improvements in accordance with the engineering report, drawings, drainage plan approved by the City of Colorado Springs, terms and conditions contained in any agreement the Grantee has with the City and all other governmental or engineering requirements related to the terms of this Easement.

2.2 Mechanics Liens. In no event shall Grantee allow any mechanic's or materialman's liens or other liens or charges to attach against Grantor's Property for materials supplied or work performed at the request of Grantee with respect to the easements granted herein. In the event a mechanic's or materialman's lien or other liens or charges are filed for record against or attach to Grantor's Property arising from or as a result of materials supplied or work performed by Grantee or at the request of Grantee with respect to the easements granted herein, Grantee shall promptly discharge the same at its sole expense. Grantee indemnifies Grantor against, and holds Grantor harmless from, any cost or expense (including attorneys' fees and costs) incurred by Grantor to pay, release, discharge, bond around or otherwise remove of record any mechanic's or materialman's liens or other liens or charges which arise from materials supplied or work performed by Grantee or at the request of Grantee with respect to the easements granted herein.

2.3 Subjacent and Lateral Support. Grantor shall not impair the lateral or subjacent support for the Drainage Improvements but Grantor has no obligation to maintain the surface of the Construction Easement Area or protect it from erosion.

2.4 Completion and Restoration of Property. Grantee shall complete the Drainage Improvements no later than one hundred eighty (180) days following the date this Agreement is recorded. Completion shall be deemed to have occurred when the improvements are accepted by the City engineer as being final and as being constructed in accordance with the approved plans. Immediately thereafter, but not longer than two weeks after the completion of the improvements, weather permitting, Grantee shall repair all prior damage within the Construction Easement Area from erosion or construction activities, and grade and re-seed the surface of the Construction Easement Area. Should Grantee fail to so restore the surface of the Construction Easement Area, Grantor shall have the right to do so and be reimbursed the reasonable amount of such effort by Grantee. Grantee represents and warrants that Grantor's Property outside of the Construction Easement Area shall not be damaged by installation of the Drainage Improvements. If any physical damage to Grantor's Property outside of the Construction Easement Area is caused by Grantee's exercise of its rights under this Agreement or in connection with installation of the existing 54" pipe, Grantee, at its sole expense, shall promptly restore any disturbed or damaged areas as nearly as possible to the condition existing prior to the occurrence of the damage, including but not limited to the grading and re-seeding of the disturbed area, erosion control, and the replacement of any trees, rocks or other natural features.

2.5 Expiration. The Construction Easement shall terminate thirty (30) days following

*Je A.  
did this  
happen*

*8/22/07?*

completion of the Drainage Improvements.

2.6 Indemnity. Grantee shall fully protect, indemnify and hold harmless Grantor from and against any and all claims, costs (including but not limited to reasonable attorneys' fees), losses, damages, or liability resulting from Grantee's use of the Construction Easement Area or physical damage to Grantor's Property; provided that this indemnification shall not extend to the use, operation, or existence of the Drainage Improvements after the termination of this Construction Easement.

### ARTICLE III - ENFORCEMENT

3.1 General Rights of Enforcement. This Agreement may be enforced by any Party which shall have the right to bring an action against any other Party to cause any violation of this Agreement to be remedied or enjoined, and to recover damages caused by such violation.

3.2 Attorneys' Fees. In any legal or equitable proceeding related to or for the enforcement of this Agreement, or any provision hereof, whether it be an action for damages, declaratory relief, injunctive relief, or any other action, the prevailing Party in such action shall be entitled to recover from the other Party all of its costs incurred in such action. Costs for purposes of this Section 3.2 shall include, but not be limited to, court costs and reasonable attorneys' fees, appraisal costs and costs of expert witnesses. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

3.3 No Waiver. The failure of a Party to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

### ARTICLE IV - AMENDMENTS AND TERMINATION

This Agreement, and any provision hereof or any easement granted herein, may only be amended by the unanimous written consent of Grantor and Grantee. No amendment shall be effective until a written instrument setting forth the terms of such amendment has been duly executed, acknowledged and recorded in the office of the Clerk and Recorder of El Paso County, Colorado.

### ARTICLE V - BINDING EFFECT

5.1 Run With the Land. The easements and rights granted herein and the provisions hereof shall run with Grantor's Property, shall be appurtenant thereto, shall be binding upon Grantor and all present and future owners of Grantor's Property.

5.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Grantee and all respective legal representatives, heirs, executors, administrators, successors and assigns.

## ARTICLE VI - INSURANCE

Grantee shall procure and maintain during the continuance of the Construction Easement, at Grantee's sole cost and expense, a policy of Commercial General Liability Insurance ("CGL"), naming Grantor as additional insured and containing a contractual liability endorsement covering obligations assumed by Grantee under this Agreement. Coverage of not less than \$1,000,000.00 in respect to bodily injury or death to a single person, \$2,000,000.00 in respect to any one occurrence, and \$500,000.00 in respect to property damage is required as a prudent minimum to protect Grantee's assumed obligations hereunder as is workers' compensation coverage as required by law.

## ARTICLE VII - MISCELLANEOUS

7.1 Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement is deemed illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

7.2 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered to a Party personally; (ii) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) two business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth above and to the attention of the person executing this Agreement (or to such other address or person as may be designated by a party by giving written notice to the other party pursuant to this Section).

7.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7.4 Recordation. Upon execution, this Agreement shall be recorded in the real property records of the El Paso County Clerk and Recorder's office.

7.5 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties consent to venue and jurisdiction in the District Court in and for El Paso County, Colorado, or in the United States District Court for the District of Colorado in any action commenced relating to this Agreement.

*[Signatures appear on the following page]*





**EXHIBIT A**

**Legal Description of Grantor's Property**

That portion of the North 472 feet of the Southwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, described as follows:

Beginning at the Northeast corner of said Southwest quarter of the Northwest quarter of said Section 6;  
Thence South 88°46' West on the North line thereof 463.25 feet;  
Thence angle left South 00°14'17" West 472 feet, more or less, to intersect the South line of said North 472 feet;  
Thence North 88°45'48" East of 462.19 feet on said South line to intersect the East line of said Southwest quarter of the Northwest quarter of said Section 6;  
Thence North 00°23' East on said East line 472 feet to the Point of Beginning;  
Together with a non-exclusive right of way for ingress, egress and related purposes over and across the South 30 feet of the East 50 feet of the Northwest quarter of the Northwest quarter of Section 6 in Township 13 South, Range 65 West of the 6<sup>th</sup> Principal Meridian,  
County of El Paso, State of Colorado



**Matrix Design Group, Inc.**  
 Integrated Design Solutions

2435 Research Parkway, Suite 300  
 Colorado Springs, CO 80920  
 (p) 719.575.0100  
 (f) 719.575.0208  
 www.matrixdesigngroup.com

Owners: Patricia L. & Steven L. Pedersen  
 APN: 53060-00-053

January 30, 2007  
 J.N. 05.185.002  
 Page 1 of 3

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

Those parcels of land located in the Northwest One-Quarter of Section 6 of Township 13 South, Range 65 West of the 6<sup>th</sup> P.M., City of Colorado Springs, County of El Paso, State of Colorado, being a portion of tract of land described in the Quit Claim Deed recorded March 3, 2005 at Reception No. 205030057 of the records in the Office of the Clerk and Recorder of said El Paso County, Colorado, said parcels of land being more particularly described as follows:

**Parcel 1:**

Commencing at the Southeast Corner of the tract of land described in said Reception No. 205030057, said corner also being the Northeast Corner of Tutt Boulevard as shown on TUTT BOULEVARD FILING NO. 4, a Subdivision recorded at Reception No. 206712270 of the records in the Office of the Clerk and Recorder of said El Paso County; thence along the Easterly line of the tract of land described in said Reception No. 205030057, North 00°21'06" West, 150.57 feet to the TRUE POINT OF BEGINNING;

Thence leaving said Easterly line, North 85°34'00" West, 51.69 feet to the beginning of a 33.00 foot radius tangent curve whose center bears Northerly;

Thence along said curve to the right, 30.37 feet through a central angle of 52°43'57" to the beginning of a 24.00 foot radius reverse curve;

Thence along said reverse curve to the left, 39.77 feet through a central angle of 94°56'58" to the beginning of a 78.50 foot radius reverse curve;

Thence along said reverse curve to the right, 42.45 feet through a central angle of



Legal Description Continued

January 30, 2007

Page 2 of 3

30°59'05" to the beginning of 45.00 foot radius reverse curve;

Thence along said reverse curve to the left, 35.42 feet through a central angle of 45°06'07" to the beginning of a 200.00 foot radius compound curve;

Thence along said compound curve to the left, 77.32 feet through a central angle of 22°09'07" to the beginning of a 67.00 foot radius compound curve;

Thence along said compound curve to the left, 40.91 feet through a central angle of 34°59'14" to the beginning of a 100.00 foot radius reverse curve;

Thence along said reverse curve to the right, 42.70 feet through a central angle of 24°27'45" to a point on the Southerly line of the tract of land described in said Reception No. 205030057;

Thence along said Southerly line, South 87°47'40" West, 50.91 feet to the beginning of a 188.00 foot radius non-tangent curve whose center bears North 65°04'55" West, said point hereinafter referred to as Point "A";

Thence along said curve to the left, 10.90 feet through a central angle of 3°19'15";

Thence non-tangent from said curve, North 09°00'00" East, 71.49 feet to the beginning of a 133.00 foot radius non-tangent curve whose center bears South 89°41'49" East;

Thence along said curve to the right, 118.47 feet through a central angle of 51°02'13" to the beginning of a 90.50 foot radius compound curve;

Thence along said compound curve to the right, 34.31 feet through a central angle of 21°43'14" to the beginning of a 384.00 foot radius reverse curve;

Thence along said reverse curve to the left, 45.47 feet through a central angle of 6°47'06" to the beginning of a 73.50 foot radius reverse curve;

Thence along said reverse curve to the right, 68.16 feet through a central angle of 53°08'10" to the beginning of a 92.00 foot radius reverse curve;

Thence along said reverse curve to the left, 58.13 feet through a central angle of 36°11'59" to the Easterly line of the tract of land described in said Reception No. 205030057;

Thence along said Easterly line, South 00°21'06" East, 40.37 feet to the TRUE POINT OF BEGINNING.

**CONTAINING: 13,451 Square Feet, more or less.**



**Parcel 2:**

Commencing at said Point "A", thence along the Southerly line of the tract of land described in said 205030057, South 87°47'40" West, 123.23 feet to the TRUE POINT OF BEGINNING:

Thence continuing along said Southerly line, South 87°47'40" West, 76.50 feet to the Southwesterly Corner of the tract of land described in said Reception No. 205030057;

Thence along the Westerly line of tract of land described in said Reception No. 205030057, North 00°35'57" West, 36.38 feet to the beginning of a 304.50 foot radius non-tangent curve whose center bears South 15°36'32" West;

Thence along said curve to the right, 84.05 feet through a central angle of 15°48'57" to the TRUE POINT OF BEGINNING.

**CONTAINING:** 1,533 Square Feet, more or less.

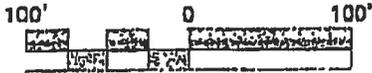
**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

A graphical depiction, **EXHIBIT "C"**, of the above described property is attached hereto as an aid in the visual interpretation of the written document.

Ian Cortez, P.L.S. No. 32822  
Prepared for and on behalf of  
Matrix Design Group, Inc.



NORTH

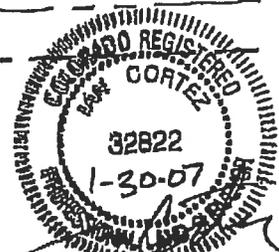


SCALE IN FEET

LINE	BEARING	LENGTH
L1	N85°34'00"W	51.89'
L2	S87°47'40"W	50.81'
L3	N09°00'00"E	71.49'
L4	S00°21'08"E	40.37'
L5	S87°47'40"W	78.50'
L6	N00°36'57"W	36.38'

UNPLATTED  
(RECEPTION NO. 205030057)

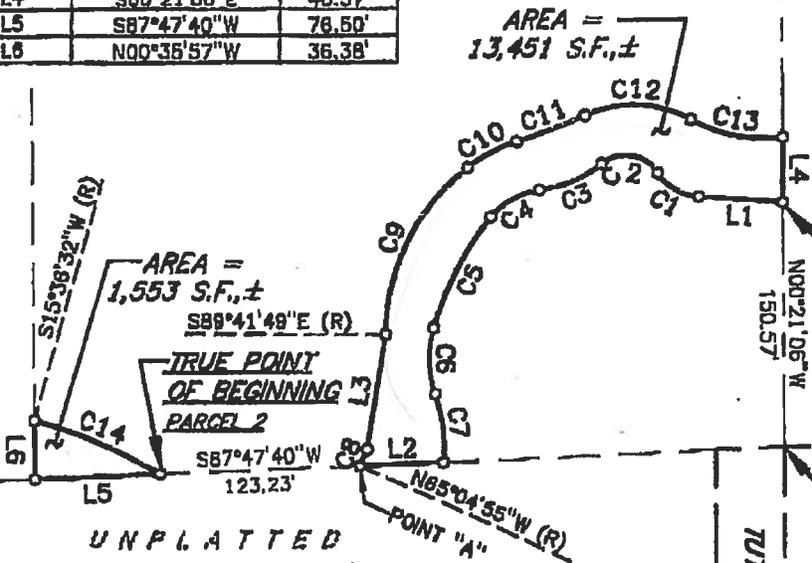
UNPLATTED  
(BOOK 5578, PAGE 999)



CUMBER VISTA SUBD.  
FILMS NO. 1  
(RECEPTION NO. 206712271)

AREA =  
13,451 S.F., ±

AREA =  
1,553 S.F., ±



TRUE POINT  
OF BEGINNING  
PARCEL 1

TRUE POINT  
OF BEGINNING  
PARCEL 2

POINT OF  
COMMENCEMENT

UNPLATTED  
(RECEPTION NO. 205001418)

CURVE	DELTA	RADIUS	LENGTH
C1	52°43'57"	33.00'	30.37'
C2	84°56'58"	24.00'	39.77'
C3	30°59'05"	78.50'	42.45'
C4	45°06'07"	45.00'	35.42'
C5	22°09'07"	200.00'	77.32'
C6	34°59'14"	67.00'	40.81'
C7	24°27'48"	100.00'	42.70'
C8	3°18'15"	188.00'	10.90'
C9	51°02'13"	133.00'	118.47'
C10	21°43'14"	90.50'	34.31'
C11	6°47'06"	384.00'	45.47'
C12	53°08'10"	73.50'	58.16'
C13	36°11'59"	92.00'	58.13'
C14	15°48'57"	304.50'	84.05'

TUTT BOULEVARD

TUTT BOULEVARD  
FILMS NO. 4  
(RECEPTION NO. 206712270)

CUMBER VISTA SUBD.  
FILMS NO. 1  
(RECEPTION NO. 206712271)

PUBLIC DRAINAGE EASEMENT

EXHIBIT C



**Matrix Design Group, Inc.**

Integrated Design Solutions

Infrastructure Engineering

Community Development

Program Management

REVISION BY: DATE: 1 30 07 1 SHEET

17a

ROBERT C. "BOB" BALINK El Paso County, CO  
09/29/2008 10:03:14 AM  
Doc \$0.00 Page  
Rec \$131.00 1 of 26 208106389

**AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS  
OF WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1**

**CONCERNING THE IMPOSITION  
OF DISTRICT FACILITY PLATTING FEE**

WHEREAS, pursuant to an Order of the District Court of El Paso, Woodmen Heights Metropolitan District No. 1 (the "District") was duly and validly created, along with Woodmen Heights Metropolitan District Nos. 2 and 3 (collectively the "Districts"), as metropolitan districts in accordance with all applicable law and is empowered under a Consolidated Service Plan, as amended (the "Service Plan"); and

WHEREAS, the District is authorized, within its service area which includes Woodmen Heights Metropolitan District Nos. 2 and 3, to provide for various public improvements as further described and contemplated by the Service Plan;

WHEREAS, the District is authorized pursuant to §§32-1-1001(1)(j) and (k), C.R.S., to furnish services and facilities without the boundaries of the District, and to establish, to fix and from time to time increase or decrease fees, rates, tolls, charges and penalties for services, programs or facilities furnished by the District; and

WHEREAS, §§32-1-1001(1)(j) and (k), C.R.S., also provides that, until paid, all such fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the property served, which lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens; and

WHEREAS, the Service Plan similarly empowers the imposition of such fees and rates for services and facilities provided by the Districts; and

WHEREAS, the District has determined that the public improvements provided and to be provided by the District are of benefit to the Districts and their residents, property owners and taxpayers; and

WHEREAS, the District, on March 31, 2008, passed a resolution for the establishment of a \$10,000 Facilities Platting Fee upon certain remaining real property within the Districts, that as of March 31, 2008, had not had a final plat approved by the City of Colorado Springs and recorded by the El Paso County Clerk and Recorder's office; and

WHEREAS, the District has determined to rescind the \$10,000 Facilities Platting Fee in favor of and with this Amended and Restated Facilities Platting Fee.

NOW, THEREFORE, be it resolved by the Boards of Directors of the Districts as follows:

1. Facility Platting Fees. The District hereby rescinds the \$10,000 fee and hereby imposes a one-time Facility Platting Fee payable to Woodmen Heights Metropolitan District No. 1

in the amount of \$3,200/Acre for certain unplatted ground (approximately 627 net acres out of approximately 775 acres) within the Woodmen Heights development for furnishing services and facilities.

Revenue from each Facility Platting Fee received may be pledged by the District in its discretion including a pledge as an enhancement and security source for a Letter of Credit relative to the District's Series 2005 Revenue Bonds, which were issued to pay for the provision of public facilities and services the District has been and is providing, and which inherently benefit all ground within the Woodmen Heights development. The Facility Platting Fee offsets and assists the District in its financing of the costs associated with the provision of public infrastructure.

2. Time of Payment. Unless otherwise exempted for reasonable cause and circumstances as determined by the District, the Facility Platting Fee shall be due and payable on each acre of developable property in the Districts for which, as of March 31, 2008, has yet to have a recorded final plat approved by the City of Colorado Springs. Property subsequently included into the Districts after March 31, 2008, regardless of when a final plat approved by the City of Colorado Springs is given, shall be subject to the Facility Platting Fee, and payment is due upon inclusion if a recorded final plat exists or payment is due upon such recordation. Property that has a final plat approved by El Paso County, but not approved by the City of Colorado Springs, is subject to the Facility Platting Fee. The re-platting of property that has obtained prior final plat approval from the City of Colorado Springs is not subject to the Facility Platting Fee.

3. Notice of Fee. The appropriate officers, agents and district manager of the District are hereby authorized to establish a system for notification of adoption of this Resolution. Such notification shall provide for the recording of a "Notice of Facility Platting Fees" or other similar instrument, including the recording of this Resolution, upon the property to be charged hereunder. Additionally, the District's manager may provide additional notification by sending correspondence regarding the Facility Platting Fee to property owners of unplatted ground in the Districts. Attached hereto as Exhibit A is a legal description of approximately 775 acres that, unless otherwise exempted as determined by the District, is subject to the Facility Platting Fee. Approximately 627 net acres is subject to the Facility Platting Fee.

4. Late Charges and Liens. The District may impose such penalties for non-compliance herewith as may be permitted by law. Any Facility Platting Fee that is not timely paid shall be assessed a late fee of five percent (5%) per month, not to exceed twenty-five percent (25%) of the amount due, pursuant to §29-1-1102(3), C.R.S. Interest will also accrue on the outstanding fee, exclusive of assessed late fees, at the rate of 18% per annum pursuant to §29-1-1102(7), C.R.S.

Further, the Districts, through legal counsel, district manager or others are authorized to commence collection efforts for all unpaid accounts which remain unpaid on the forty-first (41<sup>st</sup>) day after such Facility Platting Fee is due by sending a letter to the delinquent account which advises that full payment must be made within thirty-five (35) days thereof or legal action will be initiated. Thereafter, legal counsel is authorized to continue collection efforts and initiate all actions necessary to file a lien on the property.

The Facility Platting Fees contemplated herein shall, until paid, constitute a perpetual lien on

and against the property subjected thereto from and after the date of adoption of this Resolution by the District, which lien may, in the event of non-payment, be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens. All such liens shall run with the property.

5. The District hereby expresses its desire to reimburse those who pay any Facility Platting Fee if and when future revenues become available to the District for such a purpose, and consistent with such reimbursement being ranked by tier pursuant to the District's cost recovery and revenue pledge multi-tiered resolution. Consistent herewith, the District is willing to enter into conditional reimbursement agreements expressing the District's desire and intent to repay those who pay the Facility Platting Fee subject to terms, provisions and conditions to be described in such agreements with the express understanding that any repayment will only be possible from future non-pledged surplus revenues if and when such revenue becomes available, and that there will be no recourse against the District should such future revenues fail to materialize.

6. Invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Resolution.

7. The District may modify, revise, amend and restate any provision here of at its sole discretion.

[remainder of page blank]

THIS AMENDED AND RESTATED FACILITY PLATTING FEE RESOLUTION IS ADOPTED, APPROVED this 10 day of September 2008.

ATTEST:   
Secretary

**WOODMEN HEIGHTS METROPOLITAN  
DISTRICT NO. 1**

  
Lindsay J. Case, President

**Amended and Restated Facility Platting Fee Resolution Acknowledged by:**

ATTEST:   
Secretary

**WOODMEN HEIGHTS METROPOLITAN  
DISTRICT NO. 2**

  
Lindsay J. Case, President

ATTEST:   
Secretary

**WOODMEN HEIGHTS METROPOLITAN  
DISTRICT NO. 3**

  
Lindsay J. Case, President

WOODMENHEIGHTSRESO  
0710.0007 02220004

**EXHIBIT A**  
**(Facility Platting Fee)**

April 4, 2008  
M&S Job No. 08-001

### Woodmen Heights Metropolitan District

**Land within Districts:**

No. 1	0.068
No. 2	622.828
No. 3 & future inclusions	<u>389.926</u>
Total	1012.822 Acres ±

**Platted Land within City:**

Forest Meadows 1	132.883
Forest Meadows 3	23.331
Blackwood Crossing	9.03
Cumbre Vista 1	43.539
Cumbre Vista 2	15.457
Cumbre Vista 3	<u>11.861</u>
Total	236.101 Acres±

**Excluded (not yet platted):**

Cumbre Vista 2B	0.829
Cumbre Vista 3B	<u>0.871</u>
Total	1.700 Acres±

Remaining Area = Districts	1012.822 Acres±
Minus Platted & Excluded	<u>- 237.801 Acres±</u>
	775.021 Acres±
	775 Acres ±

WOODMEN HEIGHTS DISTRICT ASSESSMENT AREA

M&S Job No. 08-001

April 4, 2008

**DISTRICT 1**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT THE EAST END BY A 3 ¼" ALUMINUM CAP STAMPED "PLS 17496" AND AT THE WEST END BY A 3 ¼" ALUMINUM CAP STAMPED "PLS 17496", ASSUMED TO BEAR S89°23'04"W, A DISTANCE OF 5221.44 FEET.

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N00°32'11"E, ON THE WESTERLY BOUNDARY OF A TRACT OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 98107811, RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1149.44 FEET TO THE POINT OF BEGINNING;

THENCE N89°27'49"W, A DISTANCE OF 74.83 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD.

THENCE N38°57'08"E, ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 71.70 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 98107811;

THENCE ON THE BOUNDARY OF SAID TRACT, THE FOLLOWING TWO (2) COURSES:

1. N88°48'02"E, A DISTANCE OF 30.29 FEET;
2. S00°32'11"W, A DISTANCE OF 57.10 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 0.068 ACRES, MORE OR LESS, ALSO:

**DISTRICT 2**

A PARCEL OF LAND BEING A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT THE EAST END BY A 3 ¼" ALUMINUM CAP STAMPED "PLS 17496" AND AT THE WEST END BY A 3 ¼" ALUMINUM CAP STAMPED "PLS 17496," ASSUMED TO BEAR S 89°23'04"W, A DISTANCE OF 5221.44 FEET (MONUMENTS RECOVERED IN 2003).

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 5; THENCE S 89°21'46"E ON THE SOUTHERLY LINE OF THE TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 98107811, AND ON THE BOUNDARY LINE OF A TRACT OF LAND RECORDED IN BOOK 2647 AT PAGE 611 OF THE RECORDS OF EL PASO COUNTY, A DISTANCE OF 2601.48 FEET; THENCE ON THE BOUNDARY OF SAID TRACT OF LAND DESCRIBED IN BOOK 2647 AT PAGE 611, THE FOLLOWING TWO (2) COURSES:

1. N 00°15'39"E, A DISTANCE OF 1320.73 FEET;
2. N 89°17'09"E, A DISTANCE OF 1321.32 FEET TO THE SOUTHWESTERLY CORNER OF PAWNEE RANCHEROS FILING NO. 2 AS RECORDED IN PLAT BOOK U-2 AT PAGE 45; THENCE N 89°17'09"E ON THE SOUTHERLY BOUNDARY OF SAID PAWNEE RANCHEROS FILING NO. 2, A DISTANCE OF 393.06 FEET;

THENCE S 45°46'00"W, A DISTANCE OF 69.10 FEET;  
THENCE S 60°48'00"W, A DISTANCE OF 348.00 FEET;  
THENCE S 13°26'00"W, A DISTANCE OF 147.00 FEET;  
THENCE S 17°10'00"E, A DISTANCE OF 104.00 FEET;  
THENCE S 34°21'00"E, A DISTANCE OF 107.00 FEET;  
THENCE S 41°34'00"E, A DISTANCE OF 204.00 FEET;  
THENCE S 25°23'00"E, A DISTANCE OF 272.00 FEET;  
THENCE S 17°08'00"W, A DISTANCE OF 222.00 FEET;  
THENCE S 63°38'00"W, A DISTANCE OF 205.00 FEET;  
THENCE S 31°25'00"W, A DISTANCE OF 224.00 FEET;  
THENCE S 13°39'00"E, A DISTANCE OF 369.00 FEET;  
THENCE S 30°42'00"W, A DISTANCE OF 193.00 FEET;  
THENCE N 75°08'00"W, A DISTANCE OF 243.00 FEET;  
THENCE S 37°48'00"W, A DISTANCE OF 218.00 FEET;  
THENCE S 63°49'00"W, A DISTANCE OF 387.00 FEET;  
THENCE S 38°30'00"W, A DISTANCE OF 305.06 FEET;  
THENCE N 51°30'00"W, A DISTANCE OF 130.27 FEET;  
THENCE N 90°00'00"W, A DISTANCE OF 787.30 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N 79°38'05"W, HAVING A DELTA OF 78°50'07", A RADIUS OF 690.00 FEET, A DISTANCE OF 949.40 TO A POINT OF TANGENT; THENCE S 89°12'02"W, A DISTANCE OF 2921.06 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 41°06'32", A RADIUS OF 500.00 FEET, A DISTANCE OF 358.74 FEET TO A POINT OF TANGENT; THENCE N 49°41'26"W, 58.50 FEET TO A POINT ON CURVE; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N 42°25'12"W, HAVING A DELTA OF 41°46'58", A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 510.47 FEET TO A POINT OF TANGENT; THENCE S 89°21'46"W, 238.12 FEET; THENCE N 00°44'46"E ON THE SOUTHERLY EXTENSION OF THE 550.74 FOOT COURSE ON THE BOUNDARY LINE OF THE TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 202217310 OF THE SAID RECORDS, A DISTANCE OF 776.89 FEET; THENCE N 89°15'14"W, ON SAID BOUNDARY LINE, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLLMER ROAD, SAID POINT BEING ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE N 00°44'46"E, ON SAID PARALLEL LINE, 766.69 FEET; THENCE CONTINUE NORTHERLY ON A LINE 30.00 FEET EASTERLY FROM AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2529.83 FEET TO THE NORTH LINE OF SECTION 5; THENCE N 89°14'56"E ON SAID NORTH LINE, 2621.01 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 5; THENCE S 89°55'43"E ON THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 818.63 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF VOLLMER ROAD; THENCE S 38°57'08"W ON SAID NORTHERLY LINE, 1607.23 FEET; THENCE S 51°02'52"E ACROSS VOLLMER ROAD, 60.00 FEET; THENCE S 89°27'49"E, 74.83 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED UNDER RECEPTION NO.

98107811 OF THE SAID RECORDS; THENCE S 00°32'11"W ON SAID WESTERLY LINE, 1149.44 FEET TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 409.84 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND THAT IS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M. WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT THAT IS ON A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND 860 FEET SOUTHERLY THEREFROM SAID POINT OF BEGINNING BEING 423.6 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED ON SAID PARALLEL LINE; THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 423.6 FEET; THENCE ANGLE LEFT 88 DEGREES 16'30" SOUTHERLY 205.67 FEET; THENCE ANGLE LEFT 91 DEGREES 43'30" EASTERLY 423.8 FEET; THENCE ANGLE LEFT 88 DEGREES 16'30" NORTHERLY 205.67 FEET TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 2.00 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE NW QUARTER OF THE SE QUARTER OF SECTION 6 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M. DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 860 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW QUARTER OF THE NE QUARTER OF SAID SECTION 6, AND THE EAST LINE OF SAID SW QUARTER OF THE NE QUARTER; THENCE WEST ON SAID PARALLEL LINE 523.6 FEET, THENCE ANGLE LEFT 88 DEGREES 16'30" SOUTHERLY 1028.8 FEET; THENCE ANGLE RIGHT 88 DEGREES 16'30" WESTERLY PARALLEL WITH THE NORTH LINE OF THE SW QUARTER OF THE NE QUARTER OF SAID SECTION 6 A DISTANCE OF 453.6 FEET ~~FROM~~ (TO) THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE CONTINUE WESTERLY PARALLEL WITH THE NORTH LINE OF THE SW QUARTER OF THE NE QUARTER OF SAID SECTION 6 A DISTANCE OF 296.93 FEET; THENCE ANGLE RIGHT 91 DEGREES 43'30" NORTHERLY 540 FEET; THENCE ANGLE RIGHT 91 DEGREES 43'30" EASTERLY 296.93 FEET; THENCE ANGLE RIGHT SOUTHERLY TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 3.68 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO MARGARET G. BOOTH BY WARRANTY DEED RECORDED IN BOOK 1502 AT PAGE 126 OF THE RECORDS OF EL PASO COUNTY, COLORADO, THENCE SOUTH 88 DEGREES 46 MINUTES WEST ALONG THE NORTH LINE OF SAID BOOTH TRACT AND SAID NORTH LINE EXTENDED A DISTANCE OF 550.0 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 30 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID BOOTH TRACT A DISTANCE OF 913.22 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREBY DESCRIBED; THENCE CONTINUE NORTH 00 DEGREES 29 MINUTES 30 SECONDS EAST 435.60 FEET TO INTERSECT THE NORTH LINE OF PIKES PEAK CHAPTER NO. 34, ISAAK WALTON LEAGUE OF AMERICA, INC., A COLORADO CORPORATION PROPERTY AS SHOWN OF RECORD BY WARRANTY DEED RECORDED IN BOOK 1704 AT PAGE 421 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE

SOUTH 88 DEGREES 46 MINUTES WEST 500.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 30 SECONDS WEST 435.60 FEET; THENCE NORTH 88 DEGREES 46 MINUTES EAST 500.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 30 FEET THEREOF, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 5.00 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND LOCATED IN SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6 (A 3 1/2" ALUMINUM CAP MARKED LS 10956) (BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE WEST LINE OF SAID SECTION 6, WHICH WAS ASSUMED TO BE N 0 DEGREES 07 MINUTES 28 SECONDS W); THENCE S 47 DEGREES 13 MINUTES 22 SECONDS E, A DISTANCE OF 1893.10 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED, SAID POINT BEING A FOUND PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN BOOK 2612 AT PAGE 301 OF THE RECORDS OF SAID EL PASO COUNTY, COLORADO; THENCE N 88 DEGREES 42 MINUTES 27 SECONDS E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF A PRESCRIPTIVE ROADWAY KNOWN AS COW POKE ROAD, A DISTANCE OF 686.89 FEET TO A FOUND PIPE AT THE NORTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED IN BOOK 2484 AT PAGE 209 OF SAID RECORDS; THENCE S 0 DEGREES 31 MINUTES 48 SECONDS W, ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED TRACT, A DISTANCE OF 405.00 FEET (RECORD DISTANCE OF 405.60 FEET) TO THE SOUTHWEST CORNER THEREOF; THENCE N 88 DEGREES 46 MINUTES 56 SECONDS E ALONG THE SOUTHERLY BOUNDARY LINE OF THE LAST MENTIONED TRACT AND ALONG THE SOUTHERLY BOUNDARY LINE OF A TRACT OF LAND CONVEYED IN BOOK 2516 AT PAGE 85 OF SAID RECORDS, AND ITS EASTERLY EXTENSION AT A DISTANCE OF 1080.29 FEET (RECORD DISTANCE 1080.00 FEET) TO A POINT ON THE WESTERLY BOUNDARY LINE OF A TRACT OF LAND CONVEYED IN BOOK 2729 AT PAGE 647 OF THE SAID RECORDS; THENCE S 0 DEGREES 27 MINUTES 44 SECONDS W ALONG THE WESTERLY BOUNDARY LINE OF THE LAST MENTIONED TRACT, A DISTANCE OF 423.46 FEET (RECORD DISTANCE 454.40 FEET) TO THE SOUTHWEST CORNER THEREOF; THENCE S 88 DEGREES 49 MINUTES 43 SECONDS W ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY BOUNDARY LINE OF THE LAST MENTIONED TRACT AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF A ROAD KNOWN AS SKI LANE, RECORDED IN BOOK 1587 AT PAGE 149 OF THE SAID RECORDS, A DISTANCE OF 30.00 FEET TO AN ANGLE POINT THEREON; THENCE S 0 DEGREES 26 MINUTES 01 SECONDS W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SKI LANE, A DISTANCE OF 518.61 FEET (RECORD DISTANCE OF 488.82 FEET) TO THE NORTHWEST CORNER OF TRACT CONVEYED IN BOOK 1502 AT PAGE 126 OF SAID RECORDS; THENCE S 88 DEGREES 41 MINUTES 19 SECONDS W, ALONG THE NORTHERLY BOUNDARY LINE OF THE LAST MENTIONED TRACT, A DISTANCE OF 296.93 FEET (RECORD DISTANCE OF 296.93 FEET) TO THE NORTHWEST CORNER THEREOF; THENCE S 0 DEGREES 26 MINUTES 44 SECONDS W, ALONG THE WESTERLY BOUNDARY OF THE LAST MENTIONED TRACT, A DISTANCE OF 540.27 FEET (RECORD DISTANCE OF 540.00 FEET) TO THE SOUTHWEST CORNER THEREOF; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF A ROAD KNOWN AS SORPRESA LANE, RECORDED IN BOOK 1587 AT PAGE 149 OF THE SAID RECORDS; THENCE S 88 DEGREES 44 MINUTES 17 SECONDS W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SORPRESA LANE, A DISTANCE OF 1437.38 FEET; MORE OR LESS, TO INTERSECT A LINE DRAWN S 0 DEGREES 21 MINUTES 56 SECONDS W FROM THE POINT OF BEGINNING, SAID INTERSECTION POINT A SET 3 1/2" ALUMINUM CAP - LS 10956; THENCE N 0 DEGREES 21 MINUTES 56 SECONDS E, A DISTANCE OF 1887.93 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF

RECORDED NOVEMBER 18, 1988 IN BOOK 5578 AT PAGE 999, RECORDS OF EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 42.50 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 6; THENCE NORTH ALONG THE WEST LINE OF SAID SE 1/4 OF THE NW 1/4 OF SAID SECTION 6 TO THE SOUTH LINE OF COW POKE ROAD; THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED IN DEED RECORDED IN BOOK 2484 AT PAGE 209 IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT AND THE EXTENSION OF THAT WEST LINE TO THE SOUTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 6; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 20.0 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 THAT IS 860.02 FEET SOUTH FROM THE NORTHEAST CORNER THEREOF, THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 88°16'30" SOUTHERLY A DISTANCE OF 1,028.8 FEET, THENCE ANGLE LEFT 91°43'30" EASTERLY A DISTANCE OF 210.0 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THENCE NORTH ON SAID EAST LINE A DISTANCE OF 600.10 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THENCE NORTHERLY ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 428.70 FEET TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND 860 FEET SOUTHERLY THEREFROM, SAID POINT OF BEGINNING BEING 211.8 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED ON SAID PARALLEL LINE, THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 83°16'30" SOUTHERLY A DISTANCE OF 1,028.8 FEET, THENCE ANGLE LEFT 90°43'30" EASTERLY 211.8 FEET, THENCE ANGLE LEFT 88°16'30" NORTHERLY

1,028.8 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE NORTH HALF OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

THE EAST 30.00 FEET OF THE NORTH 405.60 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO MARGARET G. BOOTH BY WARRANTY DEED RECORDED IN BOOK 1502 AT PAGE 126 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY, UNDER RECEPTION NO. 962656; THENCE SOUTH 88°46' WEST ALONG THE NORTH LINE OF SAID BOOTH TRACT AND SAID NORTH LINE EXTENDED A DISTANCE OF 550.00 FEET; THENCE NORTH 0°29'30" EAST PARALLEL TO THE WEST LINE OF SAID BOOTH TRACT A DISTANCE OF 648.82 FEET; THENCE SOUTH 88°46' WEST PARALLEL TO THE NORTH LINE OF SAID BOOTH TRACT 500.00 FEET; THENCE NORTH 0°29'30" EAST 700.00 FEET TO INTERSECT THE NORTH LINE OF THE PIKES PEAK CHAPTER 34, IZAAK WALTON LEAGUE OF AMERICA, INC., A COLORADO CORPORATION PROPERTY AS SHOWN OF RECORD BY WARRANTY DEED DATED OCTOBER 3, 1958, RECORDED OCTOBER 8, 1959, IN BOOK 1704 AT PAGE 421 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY; THENCE NORTH 88°46' EAST ON SAID MENTIONED NORTH LINE 1,080 FEET TO THE NORTHEAST CORNER OF COLORADO CORPORATION AFOREMENTIONED; THENCE SOUTH 0°29'30" WEST ON THE EAST LINE OF SAID COLORADO CORPORATION PROPERTY A DISTANCE OF 860 FEET TO INTERSECT THE NORTH LINE OF A RIGHT OF WAY FOR A ROAD; THENCE SOUTH 88°46' WEST 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF A ROAD; THENCE SOUTH 0°29'30" WEST ON SAID WEST RIGHT OF WAY LINE A DISTANCE OF 488.82 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 0.28 ACRES, MORE OR LESS, ALSO:

THE WEST 272.4 FEET OF THE EAST 847.2 FEET OF THE SOUTH 800.0 FEET OF THE NORTH 830.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

ALSO KNOWN BY STREET AND NUMBER AS: 6515 COWPOKE ROAD, COLORADO SPRINGS, CO 80920, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS ON A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND 860 FEET SOUTHERLY THEREFROM, AND SAID POINT OF BEGINNING BEING 635.4 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED ON SAID PARALLEL LINE, THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 88

DEGREES 16 MINUTES 30 SECONDS SOUTHERLY 1,028.8 FEET, THENCE ANGLE LEFT 91 DEGREES 43 MINUTES 30 SECONDS EASTERLY A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 88 DEGREES 16 MINUTES 30 SECONDS NORTHERLY A DISTANCE OF 1,028.8 FEET TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS ON A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND 860 FEET SOUTHERLY THEREFROM, SAID POINT OF BEGINNING BEING 423.6 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED ON SAID PARALLEL LINE, THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 88 DEGREES 16 MINUTES 30 SECONDS SOUTHERLY A DISTANCE OF 1,028.8 FEET, THENCE ANGLE LEFT 91 DEGREES 43 MINUTES 30 SECONDS EASTERLY 211.8 FEET, THENCE ANGLE LEFT 88 DEGREES 16 MINUTES 30 SECONDS NORTHERLY 1,028.8 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: A TRACT OF LAND THAT IS A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS ON A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND 860 FEET SOUTHERLY THEREFROM SAID POINT OF BEGINNING BEING 423.6 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED ON SAID PARALLEL LINE, THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 423.6 FEET, THENCE ANGLE OF LEFT 88 DEGREES 16 MINUTES 30 SECONDS SOUTHERLY 205.67 FEET, THENCE ANGLE LEFT 91 DEGREES 43 MINUTES 30 SECONDS EASTERLY 423.8 FEET, THENCE ANGLE LEFT 88 DEGREES 16 MINUTES 30 SECONDS NORTHERLY 205.67 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, THE REMAINING AREA CONTAINING A CALCULATED AREA OF 3.0 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30.0 FEET SOUTHERLY AND 30.0 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY AND EASTERLY LINES THEREOF; THENCE SOUTH 0 DEGREES 29 MINUTES 30 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 420.0 FEET OF THE TRUE POINT OF BEGINNING; THENCE CONTINUE ON LAST MENTIONED COURSE EXTENDED SOUTHERLY 380.0 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS WEST PARALLEL WITH SAID NORTHERLY LINE 544.8 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 30 SECONDS EAST, PARALLEL WITH SAID

EASTERLY LINE 420.0 FEET; THENCE EASTERLY TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 4.75 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE NORTH HALF OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: THE EAST 580.00 FEET OF THE NORTH 405.60 FEET, EXCEPT THE EAST 30.00 OF THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO MARGARET G. BOOTH BY WARRANTY DEED RECORDED IN BOOK 1502 AT PAGE 126 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY, UNDER RECEPTION NO. 962656; THENCE SOUTH 88 DEGREES 46 MINUTES WEST ALONG THE NORTH LINE OF SAID BOOTH TRACT AND SAID NORTH LINE EXTENDED A DISTANCE OF 550.00 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 30 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID BOOTH TRACT A DISTANCE OF 648.82 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES WEST PARALLEL TO THE NORTH LINE OF SAID BOOTH TRACT 500.00 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 30 SECONDS EAST 700.00 FEET TO INTERSECT THE NORTH LINE OF THE PIKES PEAK CHAPTER NO. 34, IZAAK WALTON LEAGUE OF AMERICA, INC., A COLORADO CORPORATION PROPERTY AS SHOWN OF RECORD BY WARRANTY DEED DATED OCTOBER 3, 1958, RECORDED OCTOBER 8, 1959, IN BOOK 1704 AT PAGE 421 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY; THENCE NORTH 88 DEGREES 46 MINUTES EAST ON SAID LAST MENTIONED NORTH LINE 1,080 FEET TO THE NORTHEAST CORNER OF SAID COLORADO CORPORATION AFOREMENTIONED; THENCE SOUTH 0 DEGREES 29 MINUTES 30 SECONDS WEST ON THE EAST LINE OF SAID COLORADO CORPORATION PROPERTY A DISTANCE OF 860 FEET TO INTERSECT THE NORTH LINE OF A RIGHT OF WAY FOR A ROAD; THENCE SOUTH 88 DEGREES 46 MINUTES WEST 30.00 FEET TO THE WEST RIGHT OF WAY LINE A DISTANCE OF 488.82 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 5.12 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT THAT IS ON A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 6, AND 860 FEET SOUTHERLY THEREFROM, SAID POINT BEING 211.8 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  AS MEASURED ON SAID PARALLEL LINE, THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 88°14'30" SOUTHERLY A DISTANCE OF 1058.8 FEET, THENCE WESTERLY PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, A DISTANCE OF 750.53 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE TRACT OF LAND TO BE DESCRIBED HEREBY, THENCE CONTINUING WESTERLY PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6 A DISTANCE OF 324.85 FEET, THENCE ANGLE LEFT 88°14'30", RUN SOUTHERLY PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6 A DISTANCE OF 674.82 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 6, THENCE EASTERLY ON SAID SOUTH LINE A DISTANCE OF 191.13 FEET, TO

A POINT THAT IS 1304.88 FEET WESTERLY FROM THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6, THENCE EASTERLY ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6, A DISTANCE OF 133.87 FEET TO A POINT THAT IS 1171.01 FEET WESTERLY FROM THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6, THENCE ANGLE LEFT 87°16' AND RUN NORTHERLY PARALLEL WITH THE EAST LINE OF THE SAID SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 6, A DISTANCE OF 669.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT THAT IS ON A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, AND 860 FEET SOUTHERLY THEREFROM, SAID POINT BEING 211.8 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED ON SAID PARALLEL LINE, THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 88°16'30" SOUTHERLY A DISTANCE OF 1,058.8 FEET, THENCE WESTERLY PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 1,075.38 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED HEREBY, THENCE CONTINUING WESTERLY PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 321.78 FEET, THENCE ANGLE LEFT 88°16'30", RUN SOUTHERLY PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 680.27 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, THENCE EASTERLY ON SAID SOUTH LINE A DISTANCE OF 322.00 FEET, THENCE ANGLE 87°18 1/2' AND RUN NORTHERLY PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 674.82 FEET, MORE OR LESS TO THE POINT OF BEGINNING TOGETHER WITH A NONEXCLUSIVE RIGHT OF WAY FOR ROAD PURPOSES AND FOR UTILITY SERVICE OVER THAT TRACT OF LAND DESCRIBED IN DEED RECORDED AUGUST 24, 1956 IN BOOK 1587 AT PAGE 149, UNDER RECEPTION NO. 10735, EL PASO COUNTY, COLORADO, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE WESTERLY ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 1318.14 FEET TO INTERSECT THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF LOT 20, HORSESHOE RANCHEROS AS RECORDED IN PLAT BOOK E-2 AT PAGE 66 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY ON SAID EXTENSION, 14.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE NORTHERLY ON THE EASTERLY LINE OF LOTS 20 THROUGH 30 INCLUSIVE, 3961.83 FEET TO THE NORTHEAST CORNER OF LOT 30; THENCE EASTERLY ON A LINE 30.00 FEET SOUTHERLY

FROM THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE 30 FOOT ROADWAY DESCRIBED IN BOOK 1803 AT PAGE 353 OF THE SAID RECORDS; THENCE SOUTHERLY ON THE EASTERLY LINE OF THE LAST MENTIONED ROADWAY 400.00 FEET TO THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 6041 AT PAGE 1466 OF THE SAID RECORDS; THENCE EASTERLY ON SAID NORTHERLY LINE, 30.00 FEET; THENCE SOUTHERLY ON A LINE 60.00 FEET EASTERLY FROM AND PARALLEL WITH THE EASTERLY LINES OF LOTS 29, 28, 27, 26 AND 25, HORSESHOE RANCHEROS, 1580.00 FEET TO THE NORTHERLY LINE OF THE TRACT OF LAND DESCRIBED UNDER RECEIPTION NO. 201009775 OF THE SAID RECORDS; THENCE EASTERLY ON THE BOUNDARY LINE OF THE LAST MENTIONED PARCEL, 1271.80 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 8, A DISTANCE OF 1996.17 FEET TO THE POINT OF BEGINNING, CONTAINING AN APPROXIMATE AREA OF 62.23 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS ON A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, AND 860 FEET SOUTHERLY THEREFROM, SAID POINT BEING 211.8 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MEASURED ON SAID PARALLEL LINE, THENCE WESTERLY ON SAID PARALLEL LINE A DISTANCE OF 211.8 FEET, THENCE ANGLE LEFT 88 DEGREES 16'30" SOUTHERLY A DISTANCE OF 1058.8 FEET, THENCE WESTERLY PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 1716.24 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF A TRACT OF LAND TO BE DESCRIBED HEREBY.

THENCE CONTINUING WESTERLY AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6 A DISTANCE OF 461.59 FEET MORE OR LESS TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AFORESAID; THENCE ANGLE LEFT 88 DEGREES 28 MINUTES RUN SOUTHERLY ON SAID WEST LINE A DISTANCE OF 671.57 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE EASTERLY ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 470.56 FEET; THENCE ANGLE LEFT 87 DEGREES 18 ½ MINUTES AND RUN NORTHERLY PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6 A DISTANCE OF 658.66 FEET, MORE OR LESS TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 7.12 ACRES, MORE OR LESS, ALSO:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6; THENCE SOUTHERLY 860 FEET ON THE EASTERLY LINE THEREOF; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 423.6 FEET;

THENCE ANGLE LEFT 88°16'30" SOUTHERLY 1058.8 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 1716.24 FEET; THENCE ANGLE LEFT 88°16'30" A DISTANCE OF 342 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE SOUTHERLY ON LAST DESCRIBED COURSE A DISTANCE OF 343.66 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE EASTERLY ON SAID SOUTH LINE A DISTANCE OF 319.3 FEET; THENCE ANGLE LEFT 87°18'30" NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 338.27 FEET, MORE OR LESS, TO INTERSECT A LINE DRAWN EASTERLY FROM POINT OF BEGINNING AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER; THENCE WEST ON SAID LINE A DISTANCE OF 319.08 FEET TO THE POINT OF BEGINNING, EXCEPT THE EASTERLY 30.08 FEET AS MEASURED ON THE NORTH LINE THEREOF, CONTAINING A CALCULATED AREA OF 2.24 ACRES, MORE OR LESS, ALSO:

A RIGHT OF WAY FOR ROAD PURPOSES AND PUBLIC UTILITY AND SERVICE LINES OR PIPES OVER THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTHERLY 860 FEET ON THE EASTERLY LINE THEREOF; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 423.6 FEET; THENCE ANGLE LEFT 88°16'30" SOUTHERLY 1058.8 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 1397.16 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE CONTINUE WESTERLY 30.08 FEET ON SAID PARALLEL LINE; THENCE ANGLE LEFT 88°16'30" SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6 A DISTANCE OF 680.3 FEET, MORE OR LESS TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE EASTERLY ON THE SOUTH LINE THEREOF TO INTERSECT A LINE DRAWN SOUTHERLY FROM THE POINT OF BEGINNING AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY 680.27 FEET ON SAID LINE TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 0.47 ACRES, MORE OR LESS, ALSO:

A RIGHT OF WAY FOR ROAD AND PUBLIC UTILITY SERVICE LINES OR PIPES IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE P.M. AS MORE PARTICULARLY DESCRIBED IN INSTRUMENTS RECORDED JUNE 4, 1956 IN BOOK 1573 AT PAGE 596 AND AUGUST 24, 1956 IN BOOK 1587 AT PAGE 149, COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 2.98 ACRES, MORE OR LESS, ALSO:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MONUMENTED BY AN ILLEGIBLE PIN AND CAP AT THE NORTHEAST CORNER OF SAID SECTION 6 AND A 3 1/4" ALUMINUM CAP STAMPED JR ENG LS 10377 AT THE EAST QUARTER CORNER OF SAID SECTION 6, BEING CONSIDERED TO BEAR NORTH 00°44'53" EAST HAVING A DISTANCE OF 2,259.10 FEET.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 54°53'09" WEST, A DISTANCE OF 2,317.07 FEET TO THE NORTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2729 AT PAGE 647, RECORDS OF THE EL PASO COUNTY, COLORADO, BEING MONUMENTED BY A 3/4" OUTSIDE DIAMETER IRON PIPE, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE NORTH 88°37'54" EAST, A DISTANCE OF 544.57 FEET;  
THENCE SOUTH 00°26'29" WEST, A DISTANCE OF 422.35 FEET TO THE NORTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 6332 AT PAGE 199, RECORDS OF THE EL PASO COUNTY, COLORADO; THENCE NORTH 87°08'08" WEST ALONG NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 6332 AT PAGE 199, A DISTANCE OF 544.78 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2729 AT PAGE 647, RECORDS OF EL PASO COUNTY, COLORADO; THENCE NORTH 00°26'22" EAST, ALONG THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2729 AT PAGE 647, DISTANCE OF 382.12 FEET TO THE POINT OF BEGINNING, BEING THAT PARCEL OF LAND DESCRIBED AS THE GILLETTE PARCEL AS CONTAINED IN THE DEED RECORDED IN BOOK 5801 AT PAGE 1259, RECORDS OF COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A CALCULATED AREA OF 5.03 ACRES, MORE OR LESS, ALSO:

A PARCEL OF LAND BEING A PORTION OF SECTION 4 AND SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4 (ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO THE SOUTH LINE OF SAID SECTION 4, WHICH BEARS S89°23'04" W "ASSUMED"); THENCE N22°40'57"B, 167.36 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF E. WOODMAN ROAD (R.O.W. WIDTH VARIES) AS DESCRIBED BY DOCUMENT (RECEPTION NO. 202224866, EL PASO COUNTY, COLORADO RECORDS), SAID POINT ALSO BEING ON THE BASELINE OF A FLOOD PLAIN ACCESS BASEMENT DESCRIBED BY DOCUMENT (RECEPTION NO. 204211658, SAID EL PASO COUNTY RECORDS) (THE FOLLOWING EIGHT (8) COURSES ARE ALONG SAID FLOOD PLAIN ACCESS BASEMENT'S BASELINE); 1) N11°50'00"W, 286.45 FEET; 2) N00°36'00"W, 292.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; 3) CONTINUE N00°36'00"W, 215.39 FEET; 4) N18°00'00"E, 274.00 FEET; 5) N49°06'00"E, 381.00 FEET; 6) N38°30'00"E, 360.00 FEET; 7) N63°49'00"E, 387.00 FEET; 8) N37°48'00"E, 218.00 FEET TO A POINT ON THAT CENTERLINE OF PROPOSED N. MARKSHEFFEL ROAD (160' R.O.W.); THENCE S33°38'27"E ALONG SAID N. MARKSHEFFEL ROAD'S CENTERLINE, 272.22 FEET; THENCE ON A CURVE TO THE RIGHT AND ALONG SAID CENTERLINE, SAID CURVE HAVING A CENTRAL ANGLE OF 20°31'03", A RADIUS OF 950.00 FEET, AN ARC LENGTH OF 340.19 FEET TO A POINT OF INTERSECTION WITH THAT CENTERLINE OF PROPOSED KENOSHA DRIVE (60' R.O.W.) (THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID KENOSHA DRIVE'S CENTERLINE); 1) S76°52'35"W, 182.56 FEET; 2) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 27°01'15", A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 233.44 FEET; 3) S49°51'20"W, 694.84 FEET; 4) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 49°08'49", RADIUS OF 300.00 FEET, AN ARC LENGTH OF 257.33 FEET; THENCE

N89°17'28"W, 339.52 FEET TO THE POINT OF BEGINNING; CONTAINING A CALCULATED AREA OF 16.588 ACRES, MORE OR LESS, ALSO:

**DISTRICT 3**

A PARCEL OF LAND BEING A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT THE EAST END BY A 3 ¼" ALUMINUM CAP STAMPED "PLS 17496" AND AT THE WEST END BY A 3 ¼" ALUMINUM CAP STAMPED "PLS 17496", ASSUMED TO BEAR S 89°23'04" W, A DISTANCE OF 5221.44 FEET.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N 00°10'59" E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 30.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOODMEN ROAD;

THENCE S 89°18'28" W ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1579.87 FEET TO A POINT ON THE NORTHERLY LINE OF WOODMEN ROAD AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 202224865;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S08°44'31"W, HAVING A CENTRAL ANGLE OF 04°50'17", A RADIUS OF 11991.00, AN ARC DISTANCE OF 1012.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S 03°54'13" W, HAVING A DELTA OF 04°21'26", A RADIUS OF 11991.00 FEET, A DISTANCE OF 911.89 FEET TO A POINT OF TANGENT;
2. S 89°21'29" W, A DISTANCE OF 2062.38 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S 01°09'01" E HAVING A DELTA OF 04°49'33", A RADIUS OF 10088.00 FEET, A DISTANCE OF 849.70 FEET TO A POINT OF REVERSE CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 03°16'39", A RADIUS OF 9912.00 FEET, A DISTANCE OF 566.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A TRACT OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 5528 AT PAGE 947;
5. CONTINUE ON THE NORTHERLY LINE OF WOODMEN ROAD ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N07°18'25"W, HAVING A CENTRAL ANGLE OF 10°03'54", A RADIUS OF 750.24, AN ARC DISTANCE OF 131.79 FEET;
6. N86°33'36"W, 200.53 FEET;
7. S89°23'49"W, 455.86 FEET TO THE WOODMEN ROAD - BLACK FOREST ROAD INTERSECTION; THENCE N44°54'09"W, 69.78 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BLACK FOREST ROAD; THENCE N00°43'58"E ON THE EASTERLY LINE OF

BLACK FOREST ROAD, 651.05 FEET; THENCE N40°46'42"E, 236.05 FEET TO THE CENTERLINE OF VOLLMER ROAD, AS SHOWN ON THE PLAT OF FOREST MEADOWS FILING NO. 3 AS RECORDED AT RECEPTION NO. 207712636 OF THE SAID RECORDS; THENCE N 89°21'46" E, ON SAID CENTERLINE, 86.32 FEET TO A POINT OF CURVE ON SAID CENTERLINE; THENCE ON SAID CENTERLINE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 41°58'55", A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 512.91 FEET; THENCE S 42°37'09" E, 41.24 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 17°08'44", A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 134.66 FEET; THENCE N00°38'38"E, 14.17 FEET THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS BEARS N 27°51'33"E, HAVING A CENTRAL ANGLE OF 28°29'30", A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 250.09 FEET;

THENCE N 89°12'02" E, A DISTANCE OF 2921.06 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 78°50'07", A RADIUS OF 690.00 FEET, A DISTANCE OF 949.40 FEET TO A POINT ON CURVE;

THENCE N 90°00'00" E, A DISTANCE OF 787.30 FEET;  
THENCE S 51°30'00" E, A DISTANCE OF 130.27 FEET;  
THENCE S 38°30'00" W, A DISTANCE OF 56.94 FEET;  
THENCE S 49°06'00" W, A DISTANCE OF 381.00 FEET;  
THENCE S 18°00'00" W, A DISTANCE OF 274.00 FEET;  
THENCE S 00°36'00" E, A DISTANCE OF 508.00 FEET;  
THENCE S11°50'00"E, A DISTANCE OF 286.45 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 112.53 ACRES, MORE OR LESS, ALSO:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

EXCEPTING THE PORTION THEREOF FOR WOODMEN ROAD.

CONTAINING A CALCULATED AREA OF 34.561 ACRES, MORE OR LESS, ALSO:

LOT 1, HORSESHOE RANCHEROS, AS RECORDED SEPTEMBER 19, 1963 IN PLAT BOOK E-2 AT PAGE 66 OF THE RECORDS OF EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 4.75 ACRES, MORE OR LESS, ALSO:

LOT 2, HORSESHOE RANCHEROS, AS RECORDED SEPTEMBER 19, 1963 IN PLAT BOOK E-2 AT PAGE 66 OF THE RECORDS OF EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 3.5 ACRES, MORE OR LESS, ALSO:

LOT 29, HORSESHOE RANCHEROS AS RECORDED SEPTEMBER 19, 1963 IN PLAT BOOK E-2 AT PAGE 66 OF THE RECORDS OF EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 3.68 ACRES, MORE OR LESS, ALSO:

LOT 1, GLOVER SUBDIVISION, AS RECORDED SEPTEMBER 13, 1967 IN PLAT BOOK J-2 OF PAGE 57 OF THE RECORDS OF EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 4.2 ACRES, MORE OR LESS, ALSO:

LOT 2, GLOVER SUBDIVISION, AS RECORDED SEPTEMBER 13, 1967 IN PLAT BOOK J-2 OF PAGE 57 OF THE RECORDS OF EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

LOT 3, GLOVER SUBDIVISION, AS RECORDED SEPTEMBER 13, 1967 IN PLAT BOOK J-2 OF PAGE 57 OF THE RECORDS OF EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 4.95 ACRES, MORE OR LESS, ALSO:

TRACT 1 IN WESTVIEW ESTATES (PLAT BOOK I-2, PAGE 37, EL PASO COUNTY, COLORADO RECORDS), EXCEPTING ANY PORTION THEREOF TAKEN OR CONVEYED PURSUANT TO EL PASO COUNTY DISTRICT COURT CASE NO. 00 CV 115, IN EL PASO COUNTY, COLORADO; CONTAINING A CALCULATED AREA OF 3.46 ACRES, MORE OR LESS, ALSO:

TRACTS 2, 4 AND 5 IN WESTVIEW ESTATES (PLAT BOOK I-2, PAGE 37, EL PASO COUNTY, COLORADO RECORDS), EXCEPTING ANY PORTION THEREOF TAKEN OR CONVEYED PURSUANT TO EL PASO COUNTY DISTRICT COURT CASE NO. 00 CV 88, IN EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 13.07 ACRES, MORE OR LESS, ALSO:

TRACTS 7 AND 10 IN WESTVIEW ESTATES (PLAT BOOK I-2, PAGE 37, EL PASO COUNTY, COLORADO RECORDS), IN EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 10.0 ACRES, MORE OR LESS, ALSO:

TRACT 8 IN WESTVIEW ESTATES (PLAT BOOK I-2, PAGE 37, EL PASO COUNTY, COLORADO RECORDS), IN EL PASO COUNTY, COLORADO, CONTAINING A CALCULATED AREA OF 5.0 ACRES, MORE OR LESS, ALSO:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, EXCEPT THE NORTH 472 FEET THEREOF, AS MEASURED ON THE EAST AND WEST LINES OF SAID SOUTHWEST

ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, EXCEPT THE SOUTH 2,130 FEET THEREOF, AS MEASURED ON THE EAST AND WEST SECTION LINES OF SAID WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, SAID EXCEPTION BEING THE AREA THEREOF INCLUDED IN THE PLAT ON WESTVIEW ESTATES, ALL IN SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED JANUARY 27, 2000 UNDER RECEPTION NO. 200008908.

CONTAINING A CALCULATED AREA OF 40.67 ACRES, MORE OR LESS, ALSO:

A PARCEL OF LAND BEING A PORTION OF SECTION 4 AND SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4 (ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO THE SOUTH LINE OF SAID SECTION 4, WHICH BEARS S89°23'04"W "ASSUMED"); THENCE N22°40'57"E, 167.36 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF E. WOODMEN ROAD (R.O.W. WIDTH VARIES) AS DESCRIBED BY DOCUMENT (RECEPTION NO. 202224866, EL PASO COUNTY, COLORADO RECORDS), SAID POINT ALSO BEING ON THAT BASELINE OF A FLOOD PLAIN ACCESS EASEMENT DESCRIBED BY DOCUMENT (RECEPTION NO. 204211658, SAID EL PASO COUNTY RECORDS), SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE N11°50'00"W ALONG SAID FLOOD PLAIN ACCESS BASEMENT'S BASELINE, 286.45 FEET; THENCE N00°36'00"W ALONG SAID BASELINE, 292.61 FEET; THENCE S89°17'28"E, 339.52 FEET TO A POINT ON THAT CENTERLINE OF PROPOSED KENOSHA DRIVE (60' R.O.W.) (THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID KENOSHA DRIVE'S CENTERLINE); 1) NORTHERLY ON A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 49°08'49", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 257.33 FEET (THE CHORD TO SAID CURVE BEARS N25°16'56"E, A DISTANCE OF 249.52 FEET); 2) N49°51'20"E, 694.84 FEET; 3) ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 27°01'15", A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 233.44 FEET; 4) N76°52'35"E, 182.56 FEET TO A POINT ON THAT CENTERLINE OF PROPOSED N. MARKSHEFFEL ROAD (160' R.O.W.); THENCE SOUTHEASTERLY ON A NON-TANGENT CURVE TO THE RIGHT AND ALONG SAID N. MARKSHEFFEL ROAD'S CENTERLINE, SAID CURVE HAVING A CENTRAL ANGLE OF 16°56'42", A RADIUS OF 950.00 FEET, AN ARC LENGTH OF 280.96 FEET (THE CHORD TO SAID CURVE BEARS S04°39'04"E, A DISTANCE OF 279.94 FEET); THENCE S03°49'17"W ALONG SAID CENTERLINE, 1219.82 FEET TO A POINT THAT IS THIRTY (30) FEET NORTH OF AND PARALLEL TO SAID SECTION 4'S SOUTH LINE, SAID LINE ALSO BEING COINCIDENT WITH THE APPARENT ORIGINAL NORTHERLY RIGHT-OF-WAY LINE OF E. WOODMEN ROAD AS A SIXTY (60) FOOT RIGHT-OF-WAY; THENCE S89°23'04"W ALONG SAID COINCIDENT LINES, 241.66 FEET TO A POINT ON SAID E. WOODMEN ROAD'S NORTHERLY RIGHT-OF-WAY LINE AS DESCRIBED BY SAID RECEPTION NO. 202224866'S DOCUMENT; THENCE NORTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A CENTRAL ANGLE OF 04°48'27", A RADIUS OF 11991.20 FEET, AN ARC LENGTH OF 1006.16 FEET (THE CHORD TO SAID CURVE BEARS N83°39'03"W, A DISTANCE OF 1005.86 FEET) TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 31.675 ACRES, MORE OR LESS, ALSO:

A PARCEL OF LAND LYING WITHIN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT THE EAST END BY A 3 1/4" ALUMINUM CAP STAMPED "PLS 17496" AND AT THE WEST END BY A 3 1/4" ALUMINUM CAP STAMPED "PLS 17496", ASSUMED TO BEAR S89°23'04"W, A DISTANCE OF 5221.44 FEET.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;  
THENCE N00°10'59"E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 108.46 FEET, TO THE POINT OF BEGINNING;  
THENCE S89°18'28"W, A DISTANCE OF 199.77 FEET;  
THENCE S00°10'59"W, A DISTANCE OF 78.46 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOODMEN ROAD;  
THENCE S 89°18'28"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1144.82 FEET;  
THENCE N03°49'17"E, A DISTANCE OF 1219.82 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 16°36'05", A RADIUS OF 950.00 FEET, A DISTANCE OF 275.26 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N13°54'43"W HAVING A DELTA OF 50°47'33", A RADIUS OF 500.00 FEET, A DISTANCE OF 443.25 FEET TO A POINT ON CURVE;  
THENCE S64°42'16"E, A DISTANCE OF 101.02 FEET;  
THENCE N 87°36'42"E, A DISTANCE OF 867.76 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;  
THENCE S00°10'59"W, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1660.55 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 50.000 ACRES, MORE OR LESS, ALSO:

A PARCEL OF LAND LYING WITHIN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT THE EAST END BY A 3 1/4" ALUMINUM CAP STAMPED "PLS 17496" AND AT THE WEST END BY A 3 1/4" ALUMINUM CAP STAMPED "PLS 17496", ASSUMED TO BEAR S89°23'04"W, A DISTANCE OF 5221.44 FEET.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;  
THENCE N00°10'59"E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1769.01 FEET TO THE POINT OF BEGINNING;  
THENCE S87°36'42"W, A DISTANCE OF 867.76 FEET;

THENCE N64°42'16"W, A DISTANCE OF 101.02 FEET TO A POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N64°42'16"W  
HAVING A DELTA OF 50°47'33", A RADIUS OF 500.00 FEET, A DISTANCE OF 443.25 FEET TO A  
POINT ON CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S77°13'11"W  
HAVING A DELTA OF 20°51'38", A RADIUS OF 950.00 FEET, A DISTANCE OF 345.88 FEET TO A  
POINT OF TANGENT;  
THENCE N33°38'27"W, A DISTANCE OF 272.22 FEET;  
THENCE S75°08'00"E, A DISTANCE OF 243.00 FEET;  
THENCE N30°42'00"E, A DISTANCE OF 193.00 FEET;  
THENCE N13°39'00"W, A DISTANCE OF 369.00 FEET;  
THENCE N31°25'00"E, A DISTANCE OF 224.00 FEET;  
THENCE N63°38'00"E, A DISTANCE OF 205.00 FEET;  
THENCE N17°08'00"E, A DISTANCE OF 222.00 FEET;  
THENCE N25°23'00"W, A DISTANCE OF 272.00 FEET;  
THENCE N41°34'00"W, A DISTANCE OF 204.00 FEET;  
THENCE N34°21'00"W, A DISTANCE OF 107.00 FEET;  
THENCE N17°10'00"W, A DISTANCE OF 104.00 FEET;  
THENCE N13°26'00"E, A DISTANCE OF 147.00 FEET;  
THENCE N60°48'00"E, A DISTANCE OF 348.00 FEET;  
THENCE N45°46'00"E, A DISTANCE OF 69.10 FEET TO A POINT ON THE SOUTHERLY LINE OF  
LOT 14 OF THE PAWNEE RANCHEROS FILING NO. 2, AS RECORDED IN BOOK U2 AT PAGE 45,  
RECORDS OF EL PASO COUNTY, COLORADO;  
THENCE N89°17'09"E, ON THE SOUTHERLY BOUNDARY LINE OF SAID PAWNEE RANCHEROS  
FILING NO. 2, A DISTANCE OF 928.40 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 17  
OF SAID PAWNEE RANCHEROS FILING NO. 2, SAID POINT BEING ON THE EAST LINE OF THE  
NORTHWEST QUARTER OF SAID SECTION 4;  
THENCE S00°14'38"W, ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION  
4, A DISTANCE OF 1259.69 FEET TO THE CENTER QUARTER OF SAID SECTION 4;  
THENCE S00°10'59"W, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION  
4, A DISTANCE OF 933.56 FEET TO THE POINT OF BEGINNING;  
CONTAINING A CALCULATED AREA OF 62.88 ACRES, MORE OR LESS.

EXCEPTING THEREFROM AS LAND CURRENTLY PLATTED IN THE CITY OF COLORADO  
SPRINGS:

FOREST MEADOWS FILING NO. 1, RECEPTION NO. 206712298, 132.883 ACRES

ALSO EXCEPTING:

FOREST MEADOWS FILING NO. 3, RECEPTION NO. 207712636, 23.331 ACRES

ALSO EXCEPTING:

BLACKWOOD CROSSING, RECEPTION NO. 208712764, 9.03 ACRES

ALSO EXCEPTING:

CUMBRE VISTA SUBDIVISION FILING NO. 1, RECEPTION NO. 206712271, 43.539 ACRES

ALSO EXCEPTING:

CUMBRE VISTA SUBDIVISION FILING NO. 2, RECEPTION NO. 207712560, 15.457 ACRES

AND LASTLY EXCEPTING:

CUMBRE VISTA SUBDIVISION FILING NO. 3, RECEPTION NO. 207712682, 11.861 ACRES

ALSO EXCEPTING:

CUMBRE VISTA SUBDIVISION FILING NO. 2B:

A TRACT OF LAND SITUATED IN THE NORTH ONE-HALF OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THE PARCELS OF LAND AS DESCRIBED IN THE QUIT-CLAIM DEED RECORDED NOVEMBER 22, 2006 AT RECEPTION NO. 206170929 AND A PORTION OF VACATED COWPOKE ROAD BOTH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF CUMBRE VISTA FILING NO. 2, A SUBDIVISION RECORDED AT RECEPTION NO. 207712560 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID CUMBRE VISTA FILING NO. 2, SOUTH 87°59'08" WEST, 15.28 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE NORTHERLY AND EASTERLY LINES OF SAID CUMBRE VISTA FILING NO. 2 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

THENCE SOUTH 87°59'08" WEST, 225.44 FEET TO THE BEGINNING OF A 425.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHERLY;

THENCE ALONG SAID CURVE TO THE LEFT, 45.58 FEET THROUGH A CENTRAL ANGLE OF 6°08'43";

THENCE NON-TANGENT FROM SAID CURVE, NORTH 07°45'19" WEST, 118.03 FEET;

THENCE NORTH 02°00'52" WEST, 15.00 FEET TO THE NORTHERLY LINE OF SAID VACATED COWPOKE ROAD;

THENCE ALONG THE SAID NORTH LINE, NORTH 87°59'08" EAST, 282.74 FEET;

THENCE SOUTH 02°00'52" EAST, 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 36,129 SQ. FT. OR 0.829 ACRES, MORE OR LESS.

ALSO EXCEPTING:

CUMBRE VISTA SUBDIVISION FILING NO. 3B:

A TRACT OF LAND SITUATED IN THE NORTH ONE-HALF OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THE PARCELS OF LAND AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED NOVEMBER 22, 2006 AT RECEPTION NO. 206170929 AND THE SOUTHERLY ONE-HALF OF THE VACATED COWPOKE ROAD BOTH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF CUMBRE VISTA FILING NO. 2B, A SUBDIVISION RECORDED IN THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY:

THENCE NORTH 87°59'08" EAST, ON THE NORTHERLY LINE OF SAID VACATED COWPOKE ROAD, A DISTANCE OF 330.00 FEET;

THENCE SOUTH 02°00'52" EAST, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF CUMBRE VISTA FILING NO. 3, A SUBDIVISION RECORDED AT RECEPTION NO. 207712682 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY;

THENCE SOUTH 87°59'08" WEST, ALONG THE NORTH LINE OF SAID CUMBRE VISTA FILING NO. 3, A DISTANCE OF 314.71 FEET TO THE NORTHEAST CORNER OF CUMBRE VISTA FILING NO. 2, A SUBDIVISION RECORDED AT RECEPTION NO. 207712560 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY;

THENCE SOUTH 87°59'08" WEST, ALONG THE NORTHEASTERLY LINE OF SAID CUMBRE VISTA FILING NO. 2, A DISTANCE OF 15.29 FEET TO THE SOUTHEASTERLY CORNER OF CUMBRE VISTA FILING NO. 2B, A SUBDIVISION TO BE RECORDED IN THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF SAID EL PASO COUNTY;

THENCE NORTH 02°00'52" WEST, ALONG THE EAST LINE OF SAID CUMBRE VISTA FILING NO. 2B, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.871 ACRES, MORE OR LESS.



176

**SECOND AMENDED AND RESTATED RESOLUTION**

**CONCERNING THE  
FACILITY PLATTING FEE**

WHEREAS, pursuant to an Order of the District Court of El Paso, Woodmen Heights Metropolitan District No. 1 (the "District") was duly and validly created, along with Woodmen Heights Metropolitan District Nos. 2 and 3 (collectively the "Districts"), as metropolitan districts in accordance with all applicable law and is empowered under a Consolidated Service Plan, as amended (the "Service Plan"); and

WHEREAS, the Districts are authorized, within and without the boundaries of the Districts, including the Service Area described in the Service Plan, to provide for various public improvements, services and programs as further contemplated by such Service Plan;

WHEREAS, the Districts are also authorized pursuant to §§32-1-1001(1)(j) and (k), C.R.S., to furnish services and facilities within and without the boundaries of the Districts, and to establish, to fix and from time to time increase or decrease fees, rates, tolls, charges and penalties for those services, programs or facilities furnished by the Districts; and

WHEREAS, §§32-1-1001(1)(j) and (k), C.R.S., also provides that, until paid, all such fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the property served, which lien may be foreclosed; and

WHEREAS, the Service Plan similarly empowers the imposition of such fees and rates for services and facilities provided by the Districts; and

WHEREAS, the Districts have determined that the public improvements, services and programs provided by the Districts are of benefit to and have benefited the Service Area, the Districts, their residents, property owners, and taxpayers (the "Served Property"); and

WHEREAS, the Districts, on September 10, 2008, passed an Amended and Restated resolution setting the Facility Plating Fee at \$3,200/acre, which was recorded on September 29, 2008 with reception number: 208106389; and

WHEREAS, pursuant to the statutory power to fix and from time to time increase fees, the Districts, as of the date hereof, has determined to amend the amount of the \$3,200 Facility Plating Fee to \$5,500 to assist in the payment of and costs incurred for services, programs and improvements provided and incurred by the Districts.

NOW, THEREFORE, be it resolved by the Board of Directors of the District as follows:

1. Prior Resolutions Superseded. As of the effective date of this Resolution, all prior resolutions adopted by the Board which imposed a similar Facility Plating Fee, are hereby amended and restated in their entirety with this Resolution. Any Facility Plating Fee in the

amount of \$3,200 and currently due under such prior resolutions, to the extent such amount is outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

2. Facility Platting Fee. As of July 11, 2012, the amount of the Facility Platting Fee is \$5,500 per acre for remaining unplatted ground within the Districts' boundaries and for remaining unplatted ground that includes into the Districts, unless otherwise exempted for reasonable cause and circumstances as determined by the District (by example, and not limited to ground utilized for detention ponds, parks and schools). The Districts determined that previously constructed public improvements benefit the Served Property and provides opportunities for such property to be developed. The Facility Platting Fee assists the District in its payment and financing of the various and multiple costs associated with the provision of public improvements including outstanding costs associated with previously completed public improvements, as well as the provision of past, current and ongoing services and programs. Specifically, \$500 out of each Facility Platting Fee is allocated and pledged in an aggregate amount not to exceed \$370,000 toward the construction costs of the five-acre park located northwest of the Vollmer and Cowpoke intersection.

3. Time of Payment. The Facility Platting Fee is due and owing on or before recording of an approved final plat.

4. Notice of Fee. The district manager is authorized to establish a system for notification of fee imposed by this Resolution, which may, among other methods, include correspondence regarding the Facility Platting Fee to property owners. Attached hereto as **Exhibit A** is a map depicting the Service Area (currently in-District and out-of-District benefited areas) as well as a depiction of the served property subject to the Facility Platting Fee as set forth herein.

5. Late Charges, Collections and Liens. The District may impose such penalties for non-compliance herewith as may be permitted by law. Any Facility Platting Fee that is not timely paid shall be assessed a late fee of five percent (5%) per month, not to exceed twenty-five percent (25%) of the amount due, pursuant to §29-1-1102(3), C.R.S. Interest will also accrue on the outstanding fee, exclusive of assessed late fees, at the rate of 18% per annum pursuant to §29-1-1102(7), C.R.S. Collection costs may also be added to delinquent accounts.

To the extent permitted by law, the District may commence collection efforts on delinquent accounts and shall comply with both the Colorado Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act.

The Facility Platting Fee shall, until paid, constitute a perpetual lien on and against the served property, and any such lien may be foreclosed in the manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j), C.R.S. All such liens shall run with the property.

6. Payment. Payment for all Facility Platting Fees, interest and delinquent charges shall be by check or equivalent form acceptable to the District, and made payable to "Woodmen Heights Metropolitan District No. 1", delivered to the District Manager (Schooler and Associates, Inc., 455 E Pikes Peak Ave Ste 308, Colorado Springs, CO 80903), on or before the

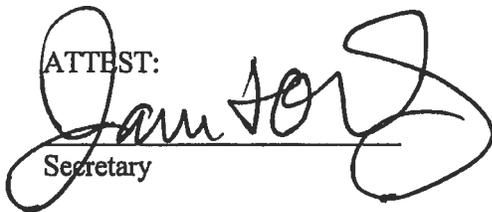
due date. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

7. Invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Resolution.

8. The District may modify, revise, amend and restate any provision here of at its sole discretion.

9. This Resolution became effective on July 11, 2012.

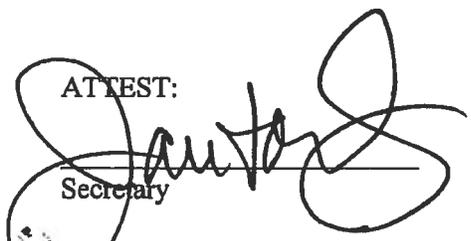
THIS SECOND AMENDED AND RESTATED FACILITY PLATTING FEE RESOLUTION BEING ADOPTED, APPROVED effective as of July 11, 2012.

ATTEST:  
  
Secretary

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 1

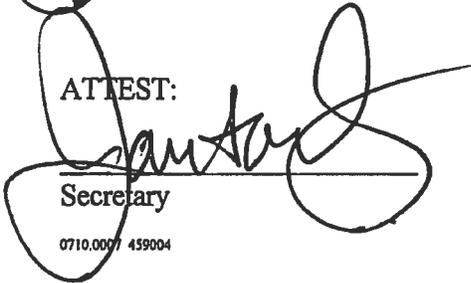
  
Lindsay J. Case, President

Second Amended and Restated Facility Platting Fee Resolution Acknowledged by:

ATTEST:  
  
Secretary

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 2

  
Lindsay J. Case, President

ATTEST:  
  
Secretary  
0710.0007 459004

WOODMEN HEIGHTS METROPOLITAN DISTRICT NO. 3

  
Lindsay J. Case, President

**EXHIBIT A**



WITHIN WOODMEN HEIGHTS DISTRICT - UNPLATTED

Woodmen Road Metropolitan District Future Developable Property- Master List											
Last revised 10-2-13 - BY VIRGIL SANCHEZ											
NOTE: Does not include vacant platted properties with no expectation of replatting											
Tax Parcel Number	Gross Acres	In Districts	In Approved Inclusion Area	In Proposed 2012 Inclusion Area	Platted	Owner (generalized)	Appetized	Existing Use	Quadrant	Further Obligation Potential	Notes
<b>WITHIN WOODMEN HEIGHTS DISTRICT - UNPLATTED</b>											
5300000475	35.01	Yes	N/A	N/A	No	SC-Marshfield Woodmen	Yes	Vacant	NE	Yes	Master Planned in Woodmen Heights subject to District PILT Agreement; property could redevelop privately
5300000518	13.00	Yes	N/A	N/A	No	Center for Strategic Ministry	Yes	Vacant	NE	Yes	planned mostly residential development in WH; participating property would be a net acreage
5300000567	86.37	Yes	N/A	N/A	No	Colorado Morley Return	Yes	Vacant planned development	NE	Partial	SUBTRACT 15 ACRES FOR SCHOOL AND PARK SITE
5300000567	-15.00										
5300000582	45.20	Yes	Yes	Yes	No	Center for Strategic Ministry	Yes	Vacant	NE	Possible	subject to District PILT Agreement
5300000594	50.00	Yes	N/A	N/A	No	Center for Strategic Ministry	Yes	Religious and Vacant	NE	Possible	Some or all property could convert to taxable use in future- and fees apply
5300000609	6.65	Yes	N/A	N/A	No	Marshfield Woodmen Investments LLP	Yes	Vacant	NE	Yes	planned commercial in WH
5300000648	40.86	Yes	N/A	N/A	No	Colorado Morley Return	Yes	Vacant	NE	Partial	Planned commercial in WH; but also includes 25-acre reg. pond site
5300000626	14.10	Yes	N/A	N/A	No	Marshfield Woodmen Investments LLP	Yes	Vacant mostly	E	Yes	planned commercial in WH; original ranch site
5300000636	86.51	Yes	N/A	N/A	No	Colorado Morley Return	Yes	Vacant	E	Partial	planned SF, park and school site in WH; about 50% could participate
5300000636	-30.00										
5300000639	58.49	Yes	N/A	N/A	No	Morley Companies Family Investments 2 LLLP	Yes	Vacant	E	Yes	SUBTRACT 30 ACRES FOR SCHOOL AND PARK SITE
5300000645	19.59	Yes	N/A	N/A	No	Marshfield Woodmen Investments LLP	Yes	Vacant	E	Yes	mostly planned SF in WH
5304300001	4.48	Yes	N/A	N/A	No	International Development Co.	Yes	Vacant	E	Yes	Planned commercial in WH
5305200001	11.79	Yes	N/A	N/A	No	Colorado Morley Return	Yes	Vacant	E	Yes	Planned commercial in WH
5306000027	7.41	No	No - see note	Yes	No	Bahr Holdings LLC	No	Vacant	NW	Yes	Part of WH, planned MF Development plans in process; presumably benefited same as adjacent parcels
5306000028	2.27	No	No - see note	Yes	No	Nextop Holdings LLC	No	Vacant	NW	Yes	Development plans in process; presumably benefited same as adjacent parcels
5306000029	2.50	No	No - see note	Yes	No	Nextop Holdings LLC	No	Vacant	NW	Yes	Development plans in process; presumably benefited same as adjacent parcels
5308000098	16.00	Yes	N/A	N/A	No	First Church of the Nazarene	Yes	Vacant	SE	Yes	PUD zoning; planned for residential
5308000099	12.00	Yes	N/A	N/A	No	First Church of the Nazarene	Yes	Vacant	SE	Yes	PUD zoning; planned for residential
5308001000	32.00	Yes	N/A	N/A	No	First Church of the Nazarene	Yes	Vacant	SE	Yes	PUD zoning; planned for residential
5308001032	3.68	Yes	N/A	N/A	Yes	Woodmen Corridor Associates/ Geiles	Yes	Vacant	SE	Yes	Planned commercial, but ag zoned
5306700003	39.87	Yes	N/A	N/A	No	RMG Properties LLC	Yes	Vacant	NW	Yes	
5306305001	0.22	Yes	N/A	N/A	tract	Prairie Vista LLC	Yes	Vacant	NW	Yes	related to Sopressa Lane
5306305004	4.43	Yes	N/A	N/A	County	RMG Properties	Yes	Vacant	NW	Possible	

WITHIN WOODMEN HEIGHTS DISTRICT - UNPLATTED

Tax Parcel Number	Gross Acres	In Districts	In Approved Inclusion Area	In Proposed 2012 Inclusion Area	Platted	Owner (Generalized)	Annexed	Existing Use	Quadrant	Further Obligation Potential	Notes
5306306005	4.44	Yes	N/A	N/A	Yes - in County	Hart	Yes	Vacant	NW	Possible	C-6 Zoning
5306306006	5.29	Yes	N/A	N/A	Yes - in County	Post et. al.	Yes	Vacant	NW	Possible	C-6 Zoning
5306306007	3.99	Yes	N/A	N/A	Yes - in County	Post et. al.	Yes	Vacant	NW	Possible	C-6 Zoning
5306306008	5.35	Yes	N/A	N/A	Yes - in County	Samuels	Yes	SF	NW	Possible	C-6 Zoning
5307001010	5.00	Yes	N/A	N/A	Yes	Kanaan Properties LLC	Yes	Vacant	SW	Yes	A- zoned but planned and assessed commercial
5307001029	9.04	Yes	N/A	N/A	Yes	Radiant Church	Yes	Largely vacant; planned for church	SW	Yes	PBC zoned ; intent to sell at least part for development
5306000007	5.00	Yes	N/A	N/A	No	KF 103 CV LLC	Yes	Vacant	NW	Yes	
5306000022	5.00	Yes	N/A	N/A	No	KF 103 CV LLC	Yes	Vacant	NW	Yes	
5306000023	5.00	Yes	N/A	N/A	No	KF 103 CV LLC	Yes	Vacant	NW	Yes	
5306000043	2.00	Yes	N/A	N/A	No	KF 103 CV LLC	Yes	Vacant	NW	Yes	
5306000063	5.00	Yes	N/A	N/A	No	KF 103 CV LLC	Yes	Vacant	NW	Yes	
5306000064	5.00	Yes	N/A	N/A	No	KF 103 CV LLC	Yes	Vacant	NW	Yes	
5306309001	5.34	Yes	N/A	N/A	Yes	Post et. al.	Yes	Vacant	NW	Yes	Planned Commercial
5306400004	7.84	Yes	N/A	N/A	No	KF 103 CV LLC	Yes	Vacant	NW	Yes	
5308002010	3.62	Yes	N/A	N/A	Yes	Grover et. al.	Yes	Vacant	SE	Yes	Planned and zoned commercial
5308002011	3.50	Yes	N/A	N/A	Yes	Hurst Trust et. al.	Yes	Vacant	SE	Yes	Planned commercial, but ag zoned
5305300007	14.65	Yes	N/A	N/A	No	Colorado Morley Return	Yes	Vacant	E	Yes	Planned or MF





NORTH OF WOODMEN HEIGHTS DISTRICT - NOT IN DISTRICT

Tax Parcel Number	Gross Acres	In Districts	In Approved Inclusion Area	In Proposed 2012 Inclusion Area	Platted	Owner (generalized)	Annexed	Existing Use	Quadrant	Further Obligation Potential	Notes
5232405006	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405007	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405008	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405009	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405010	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405011	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405012	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405013	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405014	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405015	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405016	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405018	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405019	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405021	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405022	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405024	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405026	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405001	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405002	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405003	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405004	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405005	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405006	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405007	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405008	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405009	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405011	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405012	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5232405013	0.22	No	No	Yes	Yes	Various, most common is EVC or Cisneros	No	Vacant antiquated lot	NE	Possible	Holiday Hills antiquated subdivision
5300000221	88.99	No	Yes	Yes	No	8305 Vollmer Road LLC et. al.	No	Industrial/ Extractive	NE	Possible	Industrial zoning in EPC, redevelopment potential would be partial and long term
5300000223	40.00	No	Yes	Yes	No	Vollmer Properties LLC	No	Industrial	NE	Possible	Industrial zoning in EPC, redevelopment potential would be partial and long term

NORTHWEST OF WOODMEN HEIGHTS DISTRICT - NOT IN DISTRICT

Woodmen Road Metropolitan District Future Developable Property- Master List										
Tax Parcel Number	Gross Acres	In Districts	In Approved Inclusion Area	In Proposed 2012 Inclusion Area	Platted	Owner (Generalized)	Annexed	Existing Use	Quadrant	Notes
last revised 10-2-13 - BY VIRGIL SANCHEZ										
Note: Does not include vacant platted properties with no expectation of replatting										
5306000002	38.36	No	Yes	Yes	No	Goetsch	No	Ag. Residence	NW	Peacock Ranch
5306000003	1.64	No	Yes	Yes	No	Steck	No	SF small	NW	low value but on small property
5306000011	9.77	No	Yes	Yes	No	TR-Lakes Development Company	No	Vacant	NW	check approvals in County
5306000012	3.03	No	Yes	Yes	No	Vidmar	No	Commercial Use	NW	
5306000013	1.90	No	Yes	Yes	No	Vidmar	No	Vacant	NW	
5306000014	1.67	No	Yes	Yes	No	Caribou Investment Properties	No	Vacant - limited improvements	NW	
5306000021	3.19	No	Yes	Yes	No	Douglas	No	Mobile home	NW	based on low value of mobile
5306000032	0.76	No	Yes	Yes	No	Peck	No	SF on small tract	NW	some limited redevelopment potential
5306000033	0.76	No	Yes	Yes	No	Cliver	No	SF on small tract	NW	some limited redevelopment potential
5306000034	0.83	No	Yes	Yes	No	Merchant	No	SF on small tract	NW	some limited redevelopment potential; lower value
5306000039	1.60	No	Yes	Yes	No	Nance	No	Vacant	NW	
5306000040	5.01	No	Yes	Yes	No	Hanson	No	SF on tract	NW	Possible
5306000047	2.19	No	Yes	Yes	No	Howell Trustee	No	SF on tract	NW	Possible
5306000048	6.42	No	Yes	Yes	No	Howell Trustee	No	Vacant	NW	lower value
5306000050	1.81	No	Yes	Yes	No	Chitri LLC	No	Vacant	NW	
5306000052	10.03	No	Yes	Yes	No	Tim Can Grammys LLC	No	Vacant	NW	Peacock Ranch
5200000046	42.78	No	Yes	Yes	No	Goetsch Peacock LLC	No	Vacant Ag.	NW	Peacock Ranch
5306000053	5.02	No	Yes	Yes	No	Pederson	No	SF	NW	Peacock Ranch
5306000061	15.00	No	Yes	Yes	No	Hostetler	No	SF on large tract	NW	assume at least most of property is redevelopable
5306000062	14.38	No	Yes	Yes	No	Kit Carsten Bldg Club	No	Riding club	NW	Possible
5306000065	1.84	No	Yes	Yes	No	Walters Trust	No	SF on Tract	NW	Possible
5306000066	1.52	No	Yes	Yes	No	Vidmar	No	Vacant	NW	Yes
5306000067	1.52	No	Yes	Yes	No	Vidmar	No	Vacant	NW	Yes
5306000071	1.84	No	Yes	Yes	No	Newman	No	SF on tract	NW	Possible
5306000072	1.71	No	Yes	Yes	No	Tripple	No	Mobile home	NW	based on value of SF and location
5306000083	5.52	No	Yes	Yes	No	Isley	No	Mobile home	NW	based on low value of mobile
5306000094	1.47	No	Yes	Yes	No	Reel Estate- Vidmar	No	Vacant	NW	Yes
5306000095	2.23	No	Yes	Yes	No	Raskob	No	narrow ROW tract	NW	Possible
5306000099	1.82	No	Yes	Yes	No	Oliver	No	Vacant	NW	Possible
5306000101	1.80	No	Yes	Yes	No	Hawkins	No	SF	NW	lower value in high value area
5306000102	3.73	No	Yes	Yes	No	Holland	No	SF on tract	NW	based on value of SF and location
5306000112	1.82	No	Yes	Yes	No	Tall Pinet Management LLC	No	Offices	NW	check approvals in County
5306000109	5.35	No	Yes	Yes	Yes	Joyful Baptist Church	Yes	SF small religious	NW	Planned religious? But still subject to fees?
198.27 ACRES										

**SOUTH OF WOODMEN HEIGHTS DISTRICT - NOT IN DISTRICT**

Woodmen Road Metropolitan District Future Developable Property- Master List											
Last revised 10-2-13 - BY VIRGIL SANCHEZ											
Notes: Does not include vacant platted properties with no expectation of replatting											
Tax Parcel Number	Gross Acres	In Districts	In Approved Inclusion Area	In Proposed 2012 Inclusion Area	Platted	Owner (generalized)	Annexed	Existing Use	Quadrant	Further Obligation Potential	Notes
<b>SOUTH OF WOODMEN ROAD - NOT IN DISTRICT</b>											
5300000622	28.24	No	No	No	No	DCL Concepts LLC	Yes	Vacant	SE	Yes	
5300000623	36.83	No	No	No	No	El Paso County Pride Soccer	Yes	Partially develop with soccer fields	SE	Partial	
5300000524	7.94	No	Yes	Yes	No	Woodmen Heights Road District	Yes	Vacant	SE	No	Presumed WHMD exempt use, even though not in Districts; T Schooler says this might be conveyed to adjoining commercial parcel
5300000576	12.4	No	N/A	N/A	No	Broad Reach Properties LLC	Yes	Vacant	SE	Yes	low value
5307000005	5.00	No	Yes	Yes	No	Hollaway	No	SF on tract	SW	Yes	Parcel acquired from T-Gap ROW subsequent to inclusion of main property
5307000079	0.47	No	Yes	Yes	No	Kanaan Properties LLC	No	Vacant	SW	Yes	check County approvals
5307000081	7.11	No	Yes	Yes	No	T-Gap Storage LLC	No	Outdoor Storage with Offices	SW	Possible	Mostly ROW, but access to Kanaan; check annotation status
5307001019	0.24	No	Yes	Yes	Yes	Kanaan Properties LLC	?	Vacant/ROW	SW	No	commercial
5307001020	0.54	No	Yes	Yes	Yes	Kanaan Properties LLC	Yes	Vacant	SW	Yes	check County approvals
5307001021	9.12	No	Yes	Yes	Yes	Schubert	No	Horse arena, greenhouse, MH etc.	SW	Possible	check County approvals
5307001022	9.35	No	Yes	Yes	Yes	Schubert	No	SF etc, related to -021 above	SW	Possible	check County approvals
5308000002	5.80	No	Yes	Yes	No	Woodmen - Utah LLC	No	SF on tract	SE	Partial	Assumed County special approval
5308000007	5.01	No	Yes	Yes	No	BSK Investments LLC	No	Warehouse, storage	SE	Possible	lower value but there mayb some County uses
5308000014	2.12	No	Yes	Yes	No	GBL Properties LLC	No	SF	SE	Possible	Very low value
5308000015	0.46	No	Yes	Yes	No	Fair Dinkum Trust	No	SF on very small tract	SE	Possible	lower value home
5308000020	3.06	No	Yes	Yes	No	Southfield Holding Corp	No	Vacant	SE	Yes	redevelopment
5308000027	4.14	No	Yes	Yes	Yes	Fuchs	No	SF on tract	SE	Possible	higher value
5308000028	15.86	No	Yes	Yes	Yes	Cibrowski	No	SF - high end on large tract	SE	Possible	lower value home
5308000042	5.60	No	Yes	Yes	No	Gingelch	No	SF and warehouse	SE	Possible	Assumed County special approval
5308000047	5.00	No	Yes	Yes	No	Wells and West	No	SF on tract	SE	Possible	redevelopment
5308000048	5.00	No	Yes	Yes	No	Combs	No	SF on tract	SE	Possible	higher value
5308000060	0.92	No	Yes	Yes	No	Gee	No	SF and veterinary hospital	SE	No	lower value home
5308000062	4.32	No	Yes	Yes	No	Salazar	No	SF on tract	SE	Possible	Assumed County special approval
5308000063	0.99	No	Yes	Yes	No	Southfield Holding Corp	No	SF on tract	SE	Possible	not likely in near term
5308000066	1.23	No	Yes	Yes	No	Wilson	No	SF on small tract	SE	Yes	assume speculatively owned
5308000067	5.93	No	Yes	Yes	No	Walstead	No	SF on tract	SE	No	moderate value
5308000070	0.96	No	Yes	Yes	No	Garriss	No	SF on small tract	SE	Possible	Assumed County special approval
5308000071	4.85	No	Yes	Yes	No	Woodmen - Utah LLC	No	Offices	SE	Possible	Assumed County variance
5308000074	5.40	No	Yes	Yes	No	Hunter, Ronald	No	SF on tract	SE	Possible	
5308000076	1.66	No	Yes	Yes	No	U.S. Bank Trustees et. al.	No	SF on small tract	SE	No	

**SOUTH OF WOODMEN HEIGHTS DISTRICT - NOT IN DISTRICT**

Tax Parcel Number	Gross Acres	In Districts	In Approved Inclusion Area	In Proposed 2012 Inclusion Area	Platted	Owner (generalized)	Annexed	Existing Use	Quadrant	Further Obligation Potential	Notes
5308000079	6.54	No	Yes	Yes	Yes	Driver	No	SF on tract	SE	Possible	lower value home
5308000080	2.00	No	Yes	Yes	Yes	Sedlak	No	SF on small tract	SE	No	
5308000082	5.57	No	Yes	Yes	No	Woodmen - Utah LLC	No	Vacant	SE	Yes	
5308000101	3.36	No	Yes	Yes	Yes	Britton	No	Intense greenhouse use	SE	No	check County approvals
5308000102	6.82	No	Yes	Yes	Yes	Chapman	No	SF-warehouse	SE	No	check County approvals
5308000103	2.28	No	Yes	Yes	Yes	Haywood	No	SF on small tract	SE	No	low value
5308000104	1.15	No	Yes	Yes	Yes	Hammacher	No	Mobile home	SE	Possible	low value
5308000105	22.18	No	Yes	Yes	Yes	Miller	No	Mobile home	SE	Yes	large tract- lower value
5308000106	0.92	No	Yes	Yes	No	Westfall	No	SF on small tract	SE	Possible	Low value
5308000123	3.24	No	Yes	Yes	No	Trigon Land and Cattle	No	Mobile home	SE	Yes	low value on Woodmen
5308000125	1.84	No	Yes	Yes	No	Foster	No	SF on small tract	SE	Yes	low value on Woodmen
5308000127	1.92	No	Yes	Yes	No	Knight	No	SF on small tract	SE	Yes	low value on Woodmen
5308000129	17.84	No	Yes	Yes	No	Mountain Springs Church	No	Large high value religious; exempt	SE	No	Could annex at some point; part of property is drainage
5308000131	38.66	No	No	Yes	No	Kinzler et al	Yes	Master Drive facility and vacant	SE	Possible	Was assumed to be included which is why it was not shown in 2007 inclusion area
5308001005	4.75	No	Yes	Yes	Yes	Flores	No	SF	SE	No	relatively high value
5308001031	3.66	No	Yes	Yes	Yes	Woodmen Road Free Will Baptist	No	church	SE	No	
5308002004	5.61	No	Yes	Yes	Yes	Salgado	No	Vacant	SE	Yes	closer to Woodmen
5308004001	13.16	No	Yes	Yes	Yes	Longnecker et al	No	SF on large lot	SE	Possible	one lot County subdivision; potential for replating? Floodplain limitations

No legal desc

Return Originals to:  
Goetsch Peacock LLC  
8254 Crown Ln  
Colorado Springs Co. 80924

copy predecessor

**GRANT OF EASEMENT**

This Grant of Easement ("Easement") is made and entered into this 26<sup>th</sup> day of April, 2012 between Patricia L. Pedersen and Steven L. Pedersen whose address is 6045 Cowpoke Road, Colorado Springs, CO 80924 ("Collectively Grantor") and Goetsch Peacock LLC whose address is 8254 Crown Lane, Colorado Springs, CO 80924 ("Grantee"); (both Grantor and Grantee are hereinafter collectively referred to as the "Parties").

**Recitals**

WHEREAS, Grantor owns the real property (the "Property"), described in **Exhibit A**, attached hereto; and

No attachment

WHEREAS, by deed dated May 4, 1968 and recorded in the El Paso County records in Book 2233 beginning at Page 711. There is reserved a 30 foot easement and right of way across the northern most 30 feet of Grantors' property and

Between P1 & P2

WHEREAS, the Parties previously executed that certain agreement commonly known as the **SWAT-X Easement and Agreement** concerning the installation of certain utilities within Cowpoke Road which runs adjacent to the parties' properties and

where is this document

WHEREAS, the Parties desire to provide for the eventual construction of Cowpoke Road as contemplated by the SWAT-X Agreement.

← ?

**Easement**

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the Grantor hereby agrees as follows:

1. **Conveyance of Permanent Easement.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns a perpetual non-exclusive easement for a public roadway over and upon the northern thirty feet (30') of the Property, (the "Easement") to construct and maintain a road way and other associated structures (including, but not limited to street paving, curb and gutters, sidewalks, utility and stormwater lines and drainage culverts under and across Cowpoke Road to mitigate the ponding of water on said road created by the SWAT-X construction).

Called out shown in Exception 14

2. **Ingress and Egress.** Grantee shall have the right of uninhibited ingress and egress in, to, through, over, under and across the easement in order to perform construction, reconstruction, operation, use, maintenance, repair, replacement or removal of any improvements to be located thereon.

3. **Cooperation.** In the event that the City of Colorado Springs or other governmental entity shall require the dedication of the easement property to either the City or other governmental entity (whether via platting or otherwise) then and in that event the parties agree to cooperate fully in said dedication or platting and to execute whatever documents may be reasonably required to effectuate the same.

4. **Construction by Grantor within.** Easement Grantor shall not construct or place any structure or building on any part of the Easement. Any such structure or building constructed or placed on the Easement after the date of this Easement, may be removed by Grantee without liability for damages arising therefrom. If Grantor constructs or places any structure or building within the Easement, Grantor shall reimburse Grantee for all expenses associated with removing such structure or building. Such structures or building, which are prohibited on the Easement, include, but are not limited to the following: dwellings, garages, barns, sheds, storage structures of any kind, outbuildings, concrete patios, decks, retaining wall, posts, fences or poles.

The foregoing notwithstanding, in no event shall Grantor change, by excavation or filling, the present grade or ground level of the Easement by more than one foot without the prior written consent of Grantee.

5. **Maintenance of Easement.** Grantee shall have the right, from time to time, but not the obligation to cut, trim, control, and remove trees, brush and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Easement and the operation, maintenance and repair of the easement without liability for damages arising therefrom.

6. **Binding Effect.** Each and every one of the benefits and burdens of this agreement shall inure to and be binding upon the parties and their respective legal representative, heirs, executors, administrators, successors and assigns.

7. **Nature of Easement.** This Easement shall be permanent and run with the land. It shall also be deemed to touch and concern the land.

8. **Warranty of Title.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in its title to the land involved or its right to make the grant contained herein.

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



## GRANT OF EASEMENT

This Grant of Easement ("Easement") is made and entered into this 26<sup>th</sup> day of April, 2012 between Patricia L. Pedersen and Steven L. Pedersen whose address is 6045 Cowpoke Road, Colorado Springs, CO 80924 ("Collectively Grantor") and Goetsch Peacock LLC whose address is 8254 Crown Lane, Colorado Springs, CO 80924 ("Grantee"); (both Grantor and Grantee are hereinafter collectively referred to as the "Parties").

### Recitals

WHEREAS, Grantor owns the real property (the "Property or the "Pedersen Property"), described in Exhibit A, attached hereto; and

WHEREAS, the parties desire to provide for the future extension and construction of Tutt Blvd. including Tutt Crossing to the north across Grantor's property so as to serve the proposed development of Grantee's property and other adjacent properties.

### Easement

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the Grantor agrees as follows:

1. **Grant and Conveyance of Permanent Easement.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns a perpetual non-exclusive easement for a public roadway over, under and upon the eastern fifty feet (50') of the Property, (the "Easement") to construct and maintain a public road way and other associated structures (including, but not limited to street bridge construction and paving, curb and gutters, sidewalks, all utilities and any new stormwater facilities as may be required by the City of Colorado Springs).

2. **Ingress and Egress.** Grantee shall have the right of uninhibited ingress and egress in, to, through, over, under and across the easement in order to perform construction, reconstruction, operation, use, maintenance, repair, replacement or removal of any new or future improvements to be located thereon.

3. **Cooperation.** In the event that the City of Colorado Springs or other governmental entity shall require the dedication of the easement property to either the City or other governmental entity (whether via platting or otherwise) then and in that event the parties agree to cooperate fully in said dedication or platting and to execute whatever documents may be reasonably required to effectuate the same.

4. **Construction by Grantor within Easement.** Grantor shall not construct or place any structure or building on any part of the Easement. Any such structure or building constructed or placed on the Easement after the date of this Easement, may be removed by Grantee without liability for damages arising therefrom. If Grantor constructs or places any structure or building within the Easement, Grantor shall reimburse Grantee for all expenses associated with removing such structure or building. Such structures or building, which are prohibited on the Easement, include, but are not limited to the following: dwellings, garages, barns, sheds, storage structures of any kind, outbuildings, concrete patios, decks, retaining wall, posts, fences or poles.

The foregoing notwithstanding, in no event shall Grantor change, by excavation or filling, the present grade or ground level of the Easement by more than one foot without the prior written consent of Grantee.

5. **Notice of Construction.** In the event any of the proposed construction of the future extension of Tutt Blvd. across the Grantor's Property shall directly encroach upon Grantor's existing driveway, then and in that event only, Grantee shall give Grantor at least one (1) years written notice prior to commencing said construction. Said notice provision shall not include any construction work associated solely with the Tutt crossing.

6. **Maintenance of Easement.** Grantee shall have the right, from time to time, but not the obligation to cut, trim, control, and remove trees, brush and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Easement and the operation, any maintenance and repair of the Easement without liability for damages arising therefrom. Grantee shall not be liable for the use, maintenance and repair of the Easement until such time as the actual construction of Tutt Blvd. has commenced in such specific area.

7. **Binding Effect.** Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the parties and their respective legal representative, heirs, executors, administrators, successors and assigns.

8. **Nature of Easement.** This Easement shall be permanent and run with the land. It shall also be deemed to touch and concern the land.

9. **Warranty of Title.** Grantor warrants that is has full right and lawful authority to make the grant contained herein, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in its title to the land involved or its right to make the grant contained herein.

10. **Waiver.** The failure of Grantee to insist, in any one or more instance, upon a strict performance on any of the obligation, covenants or agreements herein contained, or the failure of Grantee in any one or more instance to exercise any option, privilege or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligation, covenants or agreements, and no



STATE OF COLORADO            )  
  ) ss  
COUNTY OF EL PASO         )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2012 by Steven L. Pedersen.

Witness my hand and official seal.

My Commission Expires: 5/29/12

(SEAL)

**MATTHEW D RAMIREZ**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**

My Commission Expires May 23

  
Notary Public

19

SWAT X Agreement?

Return Originals to:  
Goetsch Peacock LLC  
8254 Crown Ln  
Colorado Springs Co. 80924

WAYNE W. WILLIAMS E1 Paso County, CO  
08/31/2012 03:05:20 PM  
Doc \$0.00 Page  
Rec \$66.00 1 of 12 212101853

## Agreement to Provide Easement For Utility Extensions

**This Agreement** is made and entered into this 21st day of September, 2005,  
by and between **Swat X, LLC** a Colorado Limited Liability Corporation  
("Developer"), and the **Goetsch/Peacock Partners, Patricia L & Steven L  
Pederson, Wilbur & Carlyn Siecks, and LP-47** a Colorado Limited Liability  
Corporation ("Land Owners")

**Where as, the Goetsch/Peacock Partners** is the owner of the property legally  
described in Exhibits A, B, & C, attached here to and incorporated here in by this  
reference, and

**Where as, Patricia L & Steven L Pedersen,** is the owner of the property legally  
described in Exhibits A, B, & C attached here to and incorporated here in by this  
reference, and

**Where as, Wilbur & Carlyn Sieck,** is the owner of the property legally described  
in Exhibits A, B, & C attached here to and incorporated here in by this reference, and

**Where as, LP-47** is the owner of the property legally described in Exhibits A, B, & C  
attached here to and incorporated here in by this reference, and

**Now therefore,** in consideration of the mutual covenants and agreements contained  
here in, and for other good and valuable consideration, receipt of which is hereby  
acknowledged, the Parties agree as Follows:

### Agreement to Provide Easement

Land Owner agrees to grant an easement to Developer in the form as set forth here in as  
Exhibits A, B, & C, attached hereto and incorporated herein by reference.

1,

## Terms

Developer agrees to pay:

- A. Goetsch/ Peacock Partners \$37,375.00
- B. Patricia L & Steve Pederson \$10,453.00 *SP*
- C. Carlyn & Wilbur Sieck \$9,014.00
- D. Carlyn & Wilbur Sieck \$10,125.00
- E. LP-47 \$15,408.51

And Other Good and Valuable consideration as set forth in this agreement.

Certified funds to be made available with the signing by the final signatory (Land Owner) of this four party easement assemblage.

## Closing

The parties shall close the transaction at a time and place to be mutually agreed upon.

At closing, Developer shall provide certified funds to Land Owner and the Land Owner shall Sign and deliver to Developer the easement in form attached hereto as Exhibits A, B, & C.

## Other Terms

The aforementioned easement is a general utility easement. The Developer shall install a 16" water main as required under the conditions of approval set forth by Colorado Springs Utilities. *Done ✓*

The easement shall be granted to Colorado Springs Utilities for their use in perpetuity. The utilities placed in the easement shall be owned by and maintained by Colorado Springs Utilities, and shall not be disturbed by the Land Owner without the consent of Colorado Springs Utilities. *Done ✓*

Prior to construction of these utilities, the easement corridor will be video taped for future reference. The easement corridor shall be returned as close as practical to its pre-construction condition.

The Developer/Contractor reserves the right to remove and replace existing structures and fixtures existing within the easement corridor, to include but not limited to storage sheds, fences, mailboxes, etc... These items shall be replaced at the original location and in like, condition upon completion of construction.

The Developer/Contractor shall allow/accommodate the Land Owner and/or tenant(s) access to the easement throughout the construction period. Upon the completion of construction, the Developer/Contractor at his expense will return the driving surface to the pre-construction condition.

Prior to and after the closing, the owner agrees to act in good faith with the Developer and/or Colorado Springs Utilities, by signing and delivering other appropriate documents, as determined by Colorado Springs Utilities, in order to carry out the intent and terms of This agreement. In the event that revisions to the easement agreement are required by governmental agencies, the owner agrees to cooperate fully and sign other agreements and revised document.

The price for the permanent 60 foot easement includes an additional 40' wide temporary construction easement, laying on either side of the permanent easement for purposes of temporary access, stockpiling bedding materials and pipe; the easement may meander to one side or the other containing some to all of the granted 40'. The temporary construction easement exempts the property underlying any habitable structures that may lie inside the corridor. The temporary easement will expire upon completion of utility construction and acceptance of same by Colorado Springs Utilities.

The Developer (SWAT X) agrees to exempt the Land Owners (Goetsch/Peacock Partners, Patricia L and Steve L Pederson, LP47-Tom Taylor, Wilbur and Carolyn Sieck) from any cost recovery agreements placed on the 16" water main being constructed in this easement.

The developer agrees to place for the benefit of the Goetsch/Peacock Partners four (4) 16" x 12" tees and stub outs and four (4) valve and fire hydrant assemblies in compliance with the policies and regulations established by Colorado Springs Utilities governing the placement of such extensions, appurtenances, or fixtures, as part of the construction of said 16" water line.

A 36" Reinforced Concrete Pipe will be placed in the natural drainage and placed at a grade that will permit the historic flows to discharge at historic rates to Cottonwood Creek. Standard and customary engineering practices will be used in managing the outfall flows and if deemed appropriate, the banks along the outflow channel will be armored as an erosion control BMP.

Debris deemed unacceptable for use as structural fill in placing the above-mentioned 36" RCP shall be hauled off site with other construction-generated refuse.

The 16" water line shall be constructed in such a fashion that the east end of the easement shall backfill to Colorado Springs Utility standards for pipe coverage and set as close as practical to the design finish grade of Tutt Blvd, being extended from the South.

That the Land Owners are held exempt from any third party recovery agreement; should a road surface (asphalt, curb and gutter) be required over or within the easement limits;

provided that the construction of the road surface is not initiated by, and/or connected with any direct action of, the grantor party in the furtherance of efforts to further develop or subdivide the property now under their control.

The "Land Owners", nor any subsequent owner of the real property described on Exhibits A, B, & C (or any part thereof), shall be subject to, nor obligated to participate in any recovery agreement filed on or for any utility located within the easement being conveyed to Colorado Springs Utilities, as set forth elsewhere in this Agreement. This is a condition the "Land Owners" granting a general utility easement across their property as set forth in Exhibits A, B, & C. This condition is the consideration applicable to the Colorado Springs Utilities Permanent Easement Agreement.

The utility easement which currently exists across the property owned by Wilbur and Carlyn Sieck for the benefit of the property owned by Goetsch/Peacock Partners will be vacated and released, in favor of the easement granted in this Agreement. Goetsch/Peacock Partners retains a right of Ingress/Egress across the easement for continued access to and from the existing single family homes to the west. The Parties further agree to execute an appropriate document for recording.

As a condition of closing this transaction and Wilbur and Carlyn Sieck granting an easement across their property, in addition to the afore mentioned payment by Swat X, LLC to Wilbur and Carlyn Sieck the Goetsch/Peacock Partners, LLC will pay to Wilbur and Carlyn Sieck the sum of \$10,125.00 in good funds, which has been deducted from and is reflected in the allocations shown under "Terms" in this agreement.

Wilbur and Carlyn Sieck and their assigns, if any, have the option to participate in the development process for the Peacock Ranch Property at no expense to them. The Peacock Ranch will pay all fee and review costs associated with the annexation plat, the concept plan or master plan and the zoning request. Wilbur and Carlyn Sieck shall be notified by the owners of the Peacock Ranch of its intention to seek annexation. The Siecks shall have thirty days after receipt by them of the a draft agreement between the City of Colorado Springs and the owners of the Peacock Ranch to decide whether or not to participate in the annexation and development process. If Siecks decide to participate, their property shall be included in the annexation agreement and subsequent development plans until and unless they opt out of the process. The Peacock Ranch shall have no further obligation to pay for or facilitate the annexation/development process for the Siecks if and when the Siecks or their assigns opt out of the annexation and development process. The Goetsch/Peacock Partners set forth and exclude reimbursement of or payment of attorneys fees from this agreement.

4.

**Governing Laws**

The laws of the State of Colorado shall govern this agreement

**Entire Agreement**

The above and referenced attachments (the Exhibits) constitute all terms and conditions of this grant. No additional or separate oral representations, promises, or agreements have been made, or relied upon by the parties with respect to the subject matter of this agreement. The terms of this agreement shall survive the closing and binds the parties

**Binding on Heirs and Assigns**

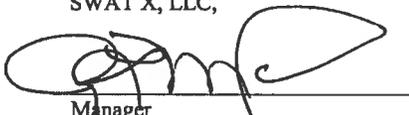
This agreement shall run with the land, and shall be binding upon all parties, their heirs and assigns.

**Default or Failure to Perform**

In the event of default, failure to perform, dispute or controversy concerning the subject matter of this agreement, the prevailing party in such action shall be entitled to recover from the other all court costs and reasonable attorney's fees. The non-defaulting party shall be entitled to specific performance and/or damages as may be appropriate.

**In witness there of**, the parties have executed this agreement consisting of Four (4) pages, including this signature page as of the day and year first written above.

**Developer**  
SWAT X, LLC,



\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

5,

Steve Pedersen  
Steve Pedersen

Patricia L. Pedersen  
Patricia L Pedersen

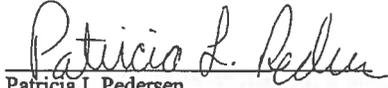
Wilbur Sieck  
Wilbur Sieck

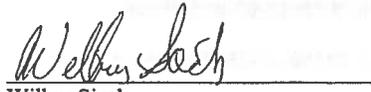
Carlyn Sieck  
Carlyn Sieck

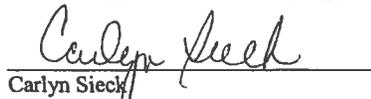
Ross W. Cloninger  
Agent Goetsch/Peacock Partners LLC

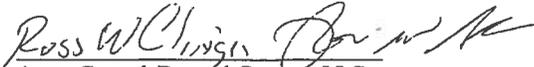
\_\_\_\_\_  
Agent LP-47

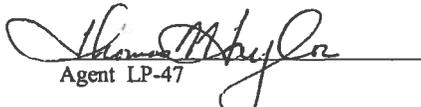
  
Steve Pedersen

  
Patricia L Pedersen

  
Wilbur Sieck

  
Carlyn Sieck

  
Agent Goetsch/Peacock Partners LLC

  
Agent LP-47

**ENGINEERING AND SURVEYING, INC.**  
**ESI**

---

**EXHIBIT " A "**

**El Paso Cty Assessors Schedule # 53060-00-002 Goetsch Peacock Partners**

**El Paso Cty Assessors Schedule # 53060-00-003 Sieck**

**El Paso Cty Assessors Schedule # 53060-00-053 Pedersen**

**El Paso Cty Assessors Schedule # 53060-00-052 LP 47, LLC**

8

EXHIBIT

# ENGINEERING AND SURVEYING, INC.

---

**EXHIBIT "B"**

**UTILITY EASEMENT  
LEGAL DESCRIPTION**

Date: September 20, 2005  
ESI Job No. 08-001

A strip of land 60.00 feet and 50.00 feet in width and lying within the Northwest Quarter of Section 6, Township 13 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, El Paso County, Colorado lying 30.00 feet and 25.00 feet on each side of the centerline described as follows: Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter (Southeast corner of Government Lot 4) of said Section 6 (the width of the strip is 60.00 feet at this point); thence S 88° 42'40" W on the South line of said Government Lot 4, a distance of 1071.31 feet to a point of curve, at which point the width begins transitioning from 60.00 feet to 50.00 feet in width; thence on the arc of a curve to the right, having a central angle of 49°18'20", a radius of 215.61 feet, an arc distance of 185.54 feet to a point of reverse curve at which point the width has finished the transition from 60.00 feet to 50.00 feet in width and remains 50.00 wide to its point of terminus; thence on the arc of a curve to the left, having a central angle of 40°36'35", a radius of 225.63 feet, an arc distance of 159.92 feet to the point of terminus of said centerline, said point lying on the centerline of James Creek Drive as platted in Westcreek at Wolf Ranch Filing No. 4, extending and/or shortening the side lines to intersect the West line of Section 6 and to intersect the Easterly lines of Government Lots 4 and 5.

Description prepared by:  
Engineering and Surveying, Inc.  
20 Boulder Crescent, 2<sup>nd</sup> Floor  
Colorado Springs, CO 80903



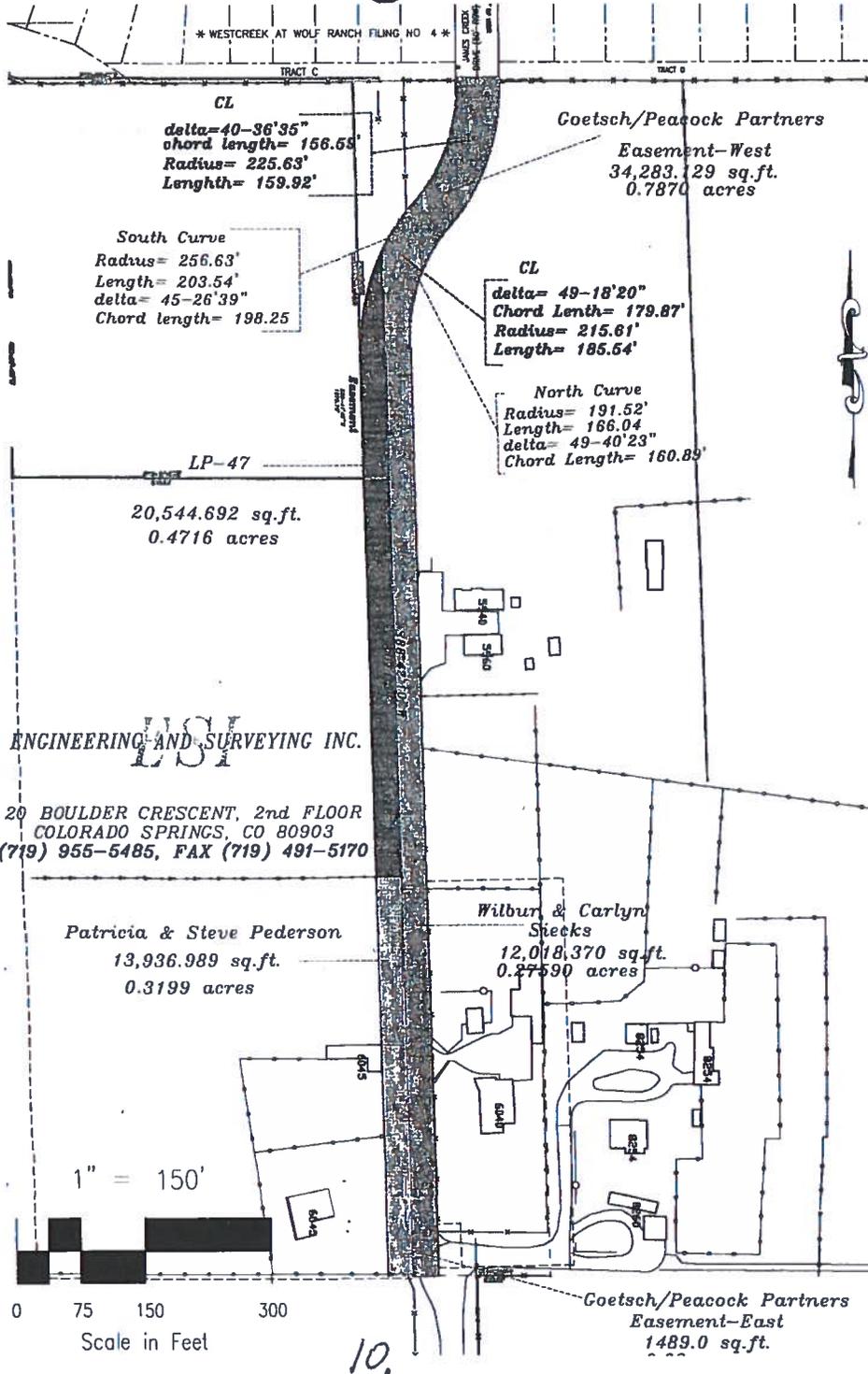
9.

# EXHIBIT

UTILITY EASEMENT

## "C"

JOB NO. 08-001  
SHEET 2 OF 2  
SEPTEMBER 21, 2005



ENGINEERING AND SURVEYING, INCORPORATED DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.



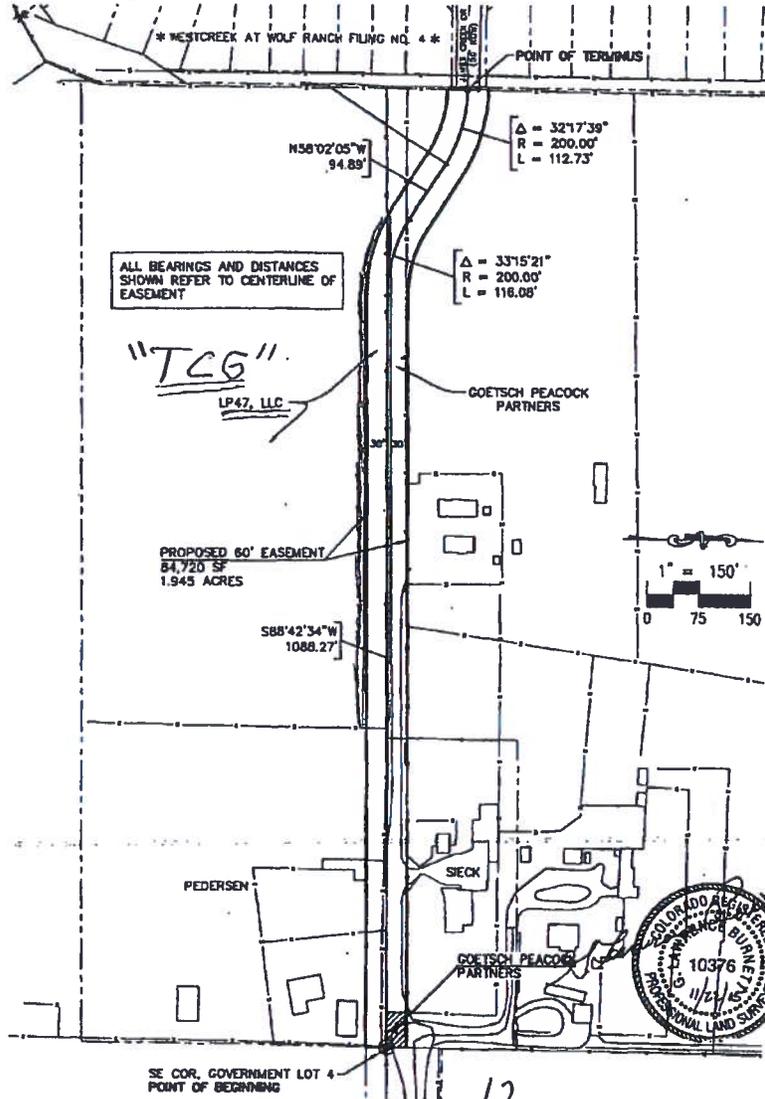
ENGINEERING AND SURVEYING INC.

20 BOULDER CRESCENT, 2nd FLOOR  
COLORADO SPRINGS, CO 80903  
(719) 855-5485, FAX (719) 471-4812

UTILITY EASEMENT

JOB NO. 08-001  
SHEET 1 OF 1  
NOVEMBER 22, 2005

EXHIBIT "C"



ENGINEERING AND SURVEYING, INCORPORATED DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

Vesting Deeds

214109945 12/01/2014 11:11:52  
PGS 1 \$11.00 DF \$ 28.35

Electronically Recorded Official Records El Paso County CO  
Wayne W. Williams Clerk and Recorder  
TD1000 Y

WARRANTY DEED

THIS DEED, made this 26th day of November, 2014, between Patricia L. Pedersen and Steven L. Pedersen of the County of El Paso and State of Colorado, grantor(s), and Daniel C. Reed whose legal address is 6045 Cowpoke Road, Colorado Springs, CO 80924

of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, IN SEVERALTY, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

THAT PORTION OF THE NORTH 472 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13, SOUTH, RANGE 65 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWESTER QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6;  
THENCE SOUTH 88°46' WEST ON THE NORTH LINE THEREOF 463.25 FEET;  
THENCE ANGLE LEFT SOUTH 00°14'17" WEST 472 FEET, MORE OR LESS, TO INTERSECT THE SOUTH LINE OF SAID NORTH 472 FEET;  
THENCE NORTH 88°45'48" EAST OF 462.19 FEET ON SAID SOUTH LINE TO INTERSECT THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6;  
THENCE NORTH 00°23' EAST ON SAID EAST LINE 472 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS, EGRESS AND RELATED PURPOSES OVER AND ACROSS THE SOUTH 30 FEET OF THE EAST 50 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13, SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

also known by street and number as: 6045 Cowpoke Road, Colorado Springs, CO 80924

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

*Patricia L. Pedersen*  
Patricia L. Pedersen

*Steven L. Pedersen*  
Steven L. Pedersen

State of Colorado }  
County of EL PASO } ss.

The foregoing instrument was acknowledged before me this November 26, 2014, by Patricia L. Pedersen and Steven L. Pedersen.

My Commission expires:  
2-28-16



Witness my hand and official seal.  
*[Signature]*  
Notary Public

Doc Fee: \$28.35

WARRANTY DEED

My Commission Expires 02-28-16

File # 30088ECS



H-2

**WARRANTY DEED**

THIS DEED, made this 19th day of May, 2017, between Daniel C. Reed of the County of El Paso and State of Colorado, grantor(s), and Heriberto Lopez and Blanca F. Magallan Velasquez whose legal address is 6045 Cowpoke Road, Colorado Springs, CO 80924 of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of THREE HUNDRED THREE THOUSAND AND 00/100 DOLLARS (\$303,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, AS JOINT TENANTS, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

THAT PORTION OF THE NORTH 472 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13, SOUTH, RANGE 65 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWESTER QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6;  
THENCE SOUTH 88°46' WEST ON THE NORTH LINE THEREOF 463.25 FEET;  
THENCE ANGLE LEFT SOUTH 00°14'17" WEST 472 FEET, MORE OR LESS, TO INTERSECT THE SOUTH LINE OF SAID NORTH 472 FEET;  
THENCE NORTH 88°45'48" EAST OF 462.19 FEET ON SAID SOUTH LINE TO INTERSECT THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6;  
THENCE NORTH 00°23' EAST ON SAID EAST LINE 472 FEET TO THE POINT OF BEGINNING;  
TOGETHER WITH A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS, EGRESS AND RELATED PURPOSES OVER AND ACROSS THE SOUTH 30 FEET OF THE EAST 50 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 13, SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

also known by street and number as: 6045 Cowpoke Road, Colorado Springs, CO 80924

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

  
Daniel C. Reed

State of Colorado }  
County Of El Paso } ss.  
The foregoing instrument was acknowledged before me this May 19, 2017, by Daniel C. Reed

My Commission expires: \_\_\_\_\_ Witness my hand and official seal

KYLE HACKETT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20024036091

  
Notary Public

Doc Fee: \$30.30  
Buyers Forwarding Address: \_\_\_\_\_  
Property Address 6045 Cowpoke Road, Colorado Springs, CO 80924

