

## LAND FEE

**FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES**

8055 E Tufts Ave, Suite 900, Denver, CO 80237

Phone: (303) 291-9977 Fax: (303) 633-7720

**Sellers Settlement Statement****FINAL**

Escrow No: N0022668 - 020 CN1

Close Date: 01/30/2020

Proration Date: 01/30/2020

Disbursement Date: 01/30/2020

Seller(s): LG HI Falcon, LLC, a Texas limited liability company

Buyer(s)/Borrower(s): Dillon Companies, LLC, a Kansas limited liability company

Property: 11680 East Woodmen Road  
Falcon, CO

Brief Legal:

Description	Debit	Credit
<b>TOTAL CONSIDERATION:</b> Total Consideration		1,669,698.30
<b>REAL ESTATE CLOSING CHARGES</b> Escrow Charge to Fidelity National Title, National Commercial Services	387.50	
Post Escrow Disbursement Fee to Fidelity National Title, National Commercial Services	537.00	
<b>RECORDING FEES:</b> State Tax/Stamp to Fidelity National Title, National Commercial Services		
Recording Fee to Fidelity National Title, National Commercial Services	800.00	
Recording Fees for Development Agreements to be split between Purchaser and Seller		
<b>ADDITIONAL CHARGES:</b> Invoice Payment - Inhouse Legal Fee to LG Operating Company	2,500.00	
Invoice Payment - Legal Fee to Squire Patton Boggs (US) LLP	39,000.00	
Invoice Payment - Lender's Legal Counsel to Yarbrow Law Offices LLC	2,040.00	
<b>PRORATIONS AND ADJUSTMENTS:</b> Estimated 2020 Tax Proration from 1/1/2020 to 1/30/2020 based on the Annual amount of \$385.43	30.54	
<b>COMMISSIONS:</b> \$66,787.93 (4% of \$1,669,698.30) to Crosbie Real Estate Group LLC	66,787.93	
<b>PAYOFFS:</b> Simmons Bank Partial Payoff	796,421.00	
	796,421.00	
<b>TITLE CHARGES:</b> Owners Policy for \$3,825,128.30 to Fidelity National Title, National Commercial Services	3,516.00	
Deletion of 1 - 3 to Fidelity National Title, National Commercial Services	75.00	
Form 122 Updates to Fidelity National Title, National Commercial Services	675.00	
<b>PROPERTY TAXES</b> 2019 Property Taxes to El Paso County Treasurer	1,236.30	
Sub Totals	914,006.27	1,669,698.30
Proceeds Due Seller	755,692.03	
Totals	1,669,698.30	1,669,698.30

Seller(s):

SEE ATTACHED SIGNATURE PAGE

Date

Settlement Agent:

FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES

*Chandra Nay* 1/30/2020  
by Chandra Nay Date

We/I have carefully reviewed the Settlement Statement and find it to be a true disbursement made on my account or by me in this transaction and further certify Statement. We/I authorize FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES in accordance with this statement.

**SALE PRICE ON JANUARY 30, 2020 FOR LOTS 2 & 3 OF FALCON MARKETPLACE TOTALING 11.286 ACRES YIELDING A LAND VALUE OF \$147,944 PER ACRE THAT IS BEING UTILIZED FOR THE LAND REUMBURESMENT PER ACRE VALUE.**

SIGNATURE PAGE TO SELLER'S SETTLEMENT STATEMENT

**LG HI Falcon, LLC, a Texas limited liability company**

**By: LG HI MASTER, LLC, a Texas limited liability company  
Its Manager**

**By: LG CAPITAL, LLC, a Texas limited liability company  
Its Manager**

By:   
Josh Canafax, Authorized Signatory

**PERSONAL REPRESENTATIVE'S DEED**

**THIS DEED** is made by Coy Lee Gaddie as Personal Representative of the Estate of Lois Joy Gaddie, a/k/a Lois J. Gaddie, a/k/a Joy Gaddie, a/k/a Lois Gaddie, a/k/a Joy L. Gaddie, deceased (date of death being February 17, 2007), Grantor, to LG HI FALCON, LLC, a Texas limited liability company, Grantee, whose address is 2301 Cedar Springs, Suite 200, Dallas, Texas, 75201.

**WHEREAS**, the above-named decedent in her lifetime made and executed her Last Will and Testament dated June 11, 2001, which Will was duly admitted to informal probate on March 2, 2007, by the District Court in and for the County of El Paso and State of Colorado, Probate No. 07PR219.

**WHEREAS**, Grantor was duly appointed Personal Representative of said Estate on March 2, 2007, and is now qualified and acting in said capacity.

**NOW, THEREFORE**, pursuant to the powers conferred upon Grantor by the Colorado Probate Code and the Colorado Fiduciaries Powers Act, 1973, as amended, Grantor does hereby sell and convey to Grantee, for and in consideration of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000.00), the following described real property situate in the County of El Paso, State of Colorado:

**See legal description in Schedule A attached hereto.**

Also known and numbered as: 11680 East Woodmen Road  
Falcon, CO 80831

Together with all decreed and un-decreed water, ditch, reservoir, well, spring, seepage and pond rights, and any other types of rights to the ownership of water, tributary, non-tributary and not non-tributary, underlying and appurtenant to or customarily or historically used upon or associated with the real property described in Schedule A, including:

All groundwater located in the Dawson Aquifer underlying the real property to the extent that the Dawson Aquifer exists under the real property;

All groundwater located in the Denver Aquifer underlying the real property, including but not limited to all of Grantor's right, title, and interest in and to the Denver Aquifer groundwater as described in the Colorado Ground Water Commission Findings and Order, Determination 1312-BD;



All groundwater located in the Arapahoe Aquifer underlying the real property, including but not limited to all of Grantor's right, title, and interest in and to the Arapahoe Aquifer groundwater as described in Colorado Ground Water Commission Findings and Order, Determination 1313-BD;

All groundwater located in the Laramie-Fox Hills Aquifer underlying the real property, including but not limited to all of Grantor's right, title, and interest in and to the Laramie-Fox Hills Aquifer groundwater as described in the Colorado Ground Water Commission Findings and Order, Determination 1314-BD;

All interest in and to the well or well water rights located on the real property as described in State Engineer Well Permit No. 22466; and

All interest in and to the well or well water rights located on the real property as described in State Engineer Well Permit No. 97275.

With all appurtenances, subject to encumbrances, easements, restrictions, reservations, covenants and rights-of-way of record, and subject to taxes for the year 2016 and subsequent years.

Executed this 19 day of July, 2016.

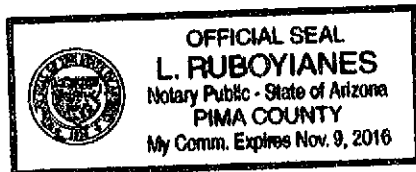
Coy Lee Gaddie, PR  
 Coy Lee Gaddie, Personal Representative  
 of the Estate of Lois Joy Gaddie, a/k/a  
 Lois J. Gaddie, a/k/a Joy Gaddie, a/k/a  
 Lois Gaddie, a/k/a Joy L. Gaddie, Deceased

STATE OF ARIZONA       )  
                                       ) ss.  
 COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me this 19 day of July, 2016, by Coy Lee Gaddie, Personal Representative of the Estate of Lois Joy Gaddie, a/k/a Lois J. Gaddie, a/k/a Joy Gaddie, a/k/a Lois Gaddie, a/k/a Joy L. Gaddie, deceased.

Witness my hand and official seal.

My commission expires: 11-9-16



[Signature]  
 Notary Public

### LEGAL DESCRIPTION

**PARCEL A:**

The Southeast quarter of the Southeast quarter of Section 1, Township 13 South, Range 65 West of the Sixth Principal Meridian, EXCEPT that portion thereof lying within the limits of the plat of the Town of Falcon, County of El Paso, State of Colorado

**PARCEL B:**

That portion of Block 1, Town of Falcon lying within the Southeast quarter of the Southeast quarter of Section 1, Township 13 South, Range 65 West of the Sixth Principal Meridian, County of El Paso, State of Colorado

EXCEPTING from the above-referenced parcels those portions conveyed to Woodmen Road Metropolitan District by Warranty Deed recorded April 19, 2004 at Reception No. 204062427 and Personal Representative's Deed recorded September 7, 2007 at Reception No. 207118129, El Paso County, Colorado records.

**WHEN RECORDED, RETURN TO:**

Evergreen-Meridian & Woodmen, L.L.C.  
c/o Evergreen Devco, Inc.  
2390 East Camelback Road, Suite 410  
Phoenix, Arizona 85016

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(Above Space for Recorder's Use Only)

**SPECIAL WARRANTY DEED**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, LG HI FALCON, LLC, a Texas limited liability company (the "**Grantor**"), hereby grants, sells, and conveys to EVERGREEN-MERIDIAN & WOODMEN, L.L.C., an Arizona limited liability company (the "**Grantee**"), having an address of c/o Evergreen Devco, Inc., 2390 East Camelback Road, Suite 410, Phoenix, Arizona 85016, that certain real property commonly referred to as the Falcon Marketplace located at the northwest corner of the intersection of Meridian Road and East Woodmen Road in El Paso County, Colorado, as more particularly described on Exhibit A, together with all reversions, remainders, easements, rights, rights-of-way, privileges, warranties, appurtenances, improvements, agreements, licenses, tenements, easements and hereditaments appertaining to or otherwise benefiting or used in connection with the real property, together with all of Seller's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining the real property, and together with any and all minerals and mineral rights, aggregate and aggregate rights, water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, appropriated or unappropriated, permitted or unpermitted), wells, well rights and well permits, water and sewer taps (including any water service agreements, which shall be assigned to Grantee) or sanitary or storm sewer capacity appurtenant or appertaining to or otherwise benefiting or used in connection with the real property;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors, and assigns forever;

AND GRANTOR for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER THE GRANTOR, subject only to the Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein by this reference.

[Signature on Following Page]

Record Fee: \$43.00  
N0028044

①

24 IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed as of this day of September 2020.

**GRANTOR:**

LG HI Falcon, LLC, a Texas limited liability company

By: LG HI Master, LLC, a Texas limited liability company,  
its manager

By: LG Capital, LLC, a Texas limited liability  
company, its manager

By:   
Fernando De Leon, Authorized Signatory

STATE OF TEXAS )

)

ss.

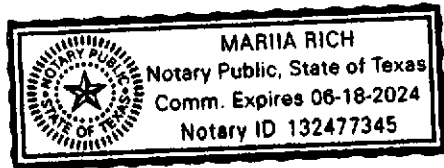
COUNTY OF DALLAS )

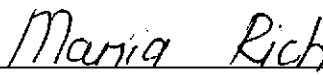
)

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September 2020 by Fernando De Leon, Authorized Signatory for LG Capital, LLC, a Texas limited liability company, as manager of LG HI Master, LLC, a Texas limited liability company, as manager of LG HI FALCON, LLC, a Texas limited liability company.

Witness my hand and official seal.

My commission expires: 06-18-2024



  
Notary Public

**EXHIBIT A**  
**TO SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1, 4, 5, 6, 7, 8, 9, 10 and 11, and Tracts A, B and C, Falcon Marketplace, according to the plat as recorded December 23, 2019 at Reception No. 219714441, County of El Paso, State of Colorado.

**EXHIBIT B**  
**TO SPECIAL WARRANTY DEED**

**PERMITTED EXCEPTION**

1. All taxes and assessments assessed for the calendar year 2020 and thereafter, a lien, not yet due or payable.
2. Terms, conditions, provisions, agreements, reservations and obligations contained in the Warranty Deed as set forth below:

Recording Date: October 6, 1964  
Recording No.: Book 2038 Page 193

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association Incorporated, a Colorado corporation  
Purpose: Transmission/Distribution Lines and Fixtures  
Recording Date: December 9, 1964  
Recording No.: Book 2048 Page 85

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association Incorporated, a Colorado corporation  
Purpose: Transmission/Distribution Lines and Fixtures  
Recording Date: June 30, 1967  
Recording No.: Book 2186 Page 985

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association Incorporated, a Colorado corporation  
Purpose: Transmission/Distribution Lines and Fixtures  
Recording Date: May 1, 1970  
Recording No.: Book 2341 Page 979

6. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Falcon Fire Protection District, as evidenced by instrument

Recording Date: February 17, 1981  
Recording No.: Book 3404, Page 582

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Diamond Shamrock Pipeline Company, a Delaware corporation  
Purpose: Pipeline and Appurtenances  
Recording Date: July 12, 1995  
Recording No.: Book 6682 Page 1425

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc., a Colorado corporation  
 Purpose: Transmission/Distribution Lines and Fixtures  
 Recording Date: February 25, 2004  
 Recording No.: Reception No. 204031320

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc., a Colorado corporation  
 Purpose: Transmission/Distribution Lines and Fixtures  
 Recording Date: April 19, 2004  
 Recording No.: Reception No. 204062428

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Valero Logistics Operations, L.P., a Delaware limited partnership  
 Purpose: Pipelines, Valves, Meters, Traps and Appurtenances  
 Recording Date: May 13, 2004  
 Recording No.: Reception No. 204078591

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Woodmen Hills Metropolitan District  
 Purpose: Underground Sewer and Water Lines and Appurtenances  
 Recording Date: August 8, 2013  
 Recording No.: Reception No. 213102338

12. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed – Water Rights as set forth below:

Recording Date: August 2, 2016  
 Recording No.: Reception No. 216085938

13. Any taxes or assessments by reason of the inclusion of the Land in the Woodmen Hills Metropolitan District:

Recording Date: October 5, 2016  
 Recording No.: Reception No. 216115120

14. Any taxes or assessments by reason of the inclusion of the Land in the Woodmen Road Metropolitan District:

Recording Date: May 15, 2017  
 Recording No.: Reception No. 217056016

15. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-387 as set forth below:

Recording Date: October 10, 2018  
 Recording No.: Reception No. 218118035

16. Notes and Easements as are set forth on the plat of Falcon Marketplace

Recording Date: December 23, 2019  
Recording No.: Reception No. 219714441

17. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Covenants, Conditions and Restrictions for Falcon Marketplace

Recording Date: January 31, 2020  
Recording No.: Reception No. 220014220

18. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Operation and Maintenance for Common Areas for Falcon Marketplace

Recording Date: January 31, 2020  
Recording No.: Reception No. 220014221

19. Terms, conditions, provisions, agreements and obligations contained in the Falcon Marketplace Landscape Exhibit

Recording Date: December 23, 2019  
Recording No.: Reception No. 219163011

20. Terms, conditions, easement, provisions, agreements and obligations contained in the Private Detention Basin Stormwater Quality Best Management Practice, Maintenance Agreement and Easement

Recording Date: December 23, 2019  
Recording No.: Reception No. 219163010

21. Terms, conditions, provisions, agreements and obligations contained in the License Agreement For Private Improvements in the County Right-of-way for Falcon Marketplace

Recording Date: December 23, 2019  
Recording No.: Reception No. 219163006

22. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement Falcon Marketplace

Recording Date: December 23, 2019  
Recording No.: Reception No. 219163005

Note: Falcon Marketplace Escrow Agreement recorded December 23, 2019 at Reception No. 219163008.

23. Terms, conditions, provisions, agreements and obligations contained in the Record of Administrative Action – Approval of a Final Plat for Falcon Marketplace

Recording Date: December 23, 2019  
Recording No.: Reception No. 219163004

NOTE: Tracts A and B pursuant to Plat Notes 6 and 7- upon acceptance of the improvements, these

tracts will be deeded to the county

24. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Development Agreement

Recording Date: January 31, 2020

Recording No.: Reception No. 220014219

25. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Revocable Easement Agreement recorded December 23, 2019 at Reception No. 219163007.

ROBERT C. "BOB" BALINK  
03/06/2008 12:08:02  
Doc \$0.00 Page  
Rec \$0.00 1 of 6

El Paso County, CO



208026505

**RESOLUTION NO. 08-17**

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

**APPROVE REZONE FROM THE RR-5 ZONE DISTRICT TO THE CR ZONE DISTRICT (CR-07-001)-LOIS J. GADDIE ESTATE A/K/A JOY L. GADDIE ESTATE**

WHEREAS, Lois J. Gaddie Estate, a/k/a Joy L. Gaddie Estate, did file a petition with the Development Services Department of El Paso County to Rezone the herein described property in El Paso County from the RR-5 (Residential Rural) Zone District to the CR (Commercial Regional) Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on November 20, 2007, upon which date the Planning Commission did by formal resolution recommend approval of the subject Zone change petition with conditions and notations; and

WHEREAS, a public hearing was held by this Board on January 10, 2008; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Development Services Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed zoning is in compliance with the recommendations set forth in the Master Plan for the unincorporated area of the county.
4. The proposed land use will be compatible with existing and permitted land uses in the area.
5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.

6. For the above-stated and other reasons, the proposed Zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.
7. Changing conditions clearly require amendment to the Zoning Resolutions.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Lois J. Gaddie Estate, a/k/a Joy L. Gaddie Estate, for a Zone change from the RR-5 (Residential Rural) Zone District to the CR (Commercial Regional) Zone District for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

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

CONDITIONS:

1. A public roadway shall be constructed through the subject property to allow access to Meridian Road from the Woodmen Frontage Road. The alignment of this connection will be evaluated with the Preliminary Plan and Final Plat. Deviations for this public connection from the Engineering Criteria Manual will be evaluated by the Development Services Department with the Preliminary Plan and Final Plat.
2. Outstanding engineering comments identified in a letter to the applicant dated November 2, 2007 shall be addressed with the *Traffic Impact Analysis* required for the Preliminary Plan.
3. The property is subject to fee assessment for both the Woodmen Road Metropolitan District and the Falcon Small Area Traffic Study.
4. Applicable fees shall be paid with any Final Plats.
5. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service.

6. The Developer will make appropriate road dedications and improvements as determined by the Board of County Commissioners at the time of subdivision.
7. Prior to the authorization of building permits on the property, the property shall be platted in order to evaluate the impacts that may result from the change in land use authorized by this rezoning request. The Board of County Commissioners shall have the final approval of roadway impacts evaluated with the Preliminary Plan and Final Plat applications for this parcel.

NOTATIONS:

1. If a zone or rezone petition has been disapproved by the Board of County Commissioners, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.
2. A Conditional Letter of Map Revision (CLOMR) for the subject property shall be approved by FEMA prior to scheduling the Final Plat for hearing by the Board of County Commissioners.
3. Several public offsite transportation improvements have been identified by the applicant's transportation engineer. Identification, phasing, and assigning responsibility of improvements will be evaluated further during review of the Preliminary Plan and Final Plat.
4. Staff will continue to work with the City of Colorado Springs and the applicant to insure that the rezone and access location requests does not negatively affect the Woodmen Road Environmental Assessment and Finding of No Significant Impact.
5. The access to Meridian Road at Eastonville Road has been approved by the Major Thoroughfare Task Force, contingent upon approval of the Traffic Impact Study to be submitted with the

Preliminary Plan. Additional analysis will be required to explore signal phasing options and potential future movement restrictions in order to alleviate delay concerns.


6. Deviations from the Engineering Criteria Manual will be considered and may include the following:


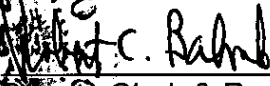
Reduced pavement and right-of-way widths;  
Reduced roadway design speed;  
Reduction in centerline radius to correspond with design speed;  
Additional access locations to accommodate commercial development.

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

DONE THIS 10<sup>th</sup> day of January 2008, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By:   
Chair

ATTEST:  
  
By:   
County Clerk & Recorder

Resolution No. 08-17  
EXHIBIT A, PAGE 1

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE WEST END BY A 2.5" ALUMINUM CAP STAMPED PLS 28651 AND AT THE EAST END BY A 2.5" ALUMINUM CAP IN A RANGE BOX STAMPED PLS 28651 BEING CONSIDERED TO BEAR S89°50'00"E A DISTANCE OF 2642.26 FEET.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°45'58"E AND ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 1322.70 TO A POINT ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1; THENCE S 00°00'11"W AND ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 1167.99 FEET; THENCE N89°41'17"W A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND RECORDED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NUMBER 204031320; THENCE WESTERLY AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL RECORDED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NUMBER 204031320 THE FOLLOWING SIX (6) COURSES:

1. N89°41'17"W A DISTANCE OF 75.05 FEET;
2. S45°09'35"W A DISTANCE OF 70.52 FEET;
3. N89°41'17"W A DISTANCE OF 594.21 FEET TO A POINT OF CURVE;
4. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S00°18'43"W HAVING A DELTA OF 02°00'54", A RADIUS OF 11,622.00 FEET, AND A LENGTH OF 408.73 FEET;
5. N00°10'26"W A DISTANCE OF 90.69 FEET;
6. S89°49'34"W A DISTANCE OF 165.70 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1;

THENCE N00°03'53"E AND ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 1134.08 FEET TO THE POINT OF BEGINNING,

Resolution No. 08-17  
EXHIBIT A, PAGE 2

CONTAINING A CALCULATED AREA OF 1,591,264 SQUARE FEET, OR  
36.531 ACRES, MORE OR LESS.