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## MAINTENANCE AND EASEMENTS AGREEMENT

This MAINTENANCE AND EASEMENTS AGREEMENT, dated effective as of May 10, 2005 (the "Maintenance Agreement"), is executed by and among **Cheyenne Mountain Bluffs, LLC**, a Colorado limited liability company, whose address is c/o Colorado Commercial Builders, Attn.: Dale Beggs, 5510 Powers Center Point, Suite 100, Colorado Springs, Colorado 80920 ("Owner"), **Masterplanned Land Venture**, a Massachusetts limited partnership, d/b/a The Spires Broadmoor, whose address is 5110 Langdale Way, Colorado Springs, CO 80906 ("Spires"), and **The Spires Drainage Homeowners Association**, a Colorado non-profit corporation, whose address is c/o Michelle Grove Reiland, 5110 Langdale Way, Colorado Springs, CO 80906 (the "Association"). Owner, Spires, and the Association are sometimes collectively referred to herein as "Parties," and individually, "Party."

### RECITALS

- A. Owner is the owner of certain real property located in El Paso County, Colorado, which is more fully described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Star Ranch Property").
- B. Spires is the owner of certain real property which directly adjoins the Star Ranch Property and which is described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Spires Property").
- C. Pursuant to the Construction Easements Agreement, dated effective as of July 14, 2004, and recorded August 12, 2004 at Reception No. 204137175 of the real property records of El Paso County, Colorado, by and between Owner and Spires, Spires shall or has contemporaneously constructed Debris Flow Mitigation Improvements (as hereafter defined) within the Star Ranch Property, and the Parties hereto now desire to provide for the ownership of such improvements and the maintenance, access for maintenance, and cost-sharing for maintenance related thereto.
- D. The Parties desire to enter into this Maintenance Agreement to set forth the responsibilities and obligations for the ongoing maintenance, cleaning, repair, and reconstruction of the Debris Flow Mitigation Improvements and related easement areas, and the mechanism for paying for such maintenance and ensuring compliance with the obligations so established.
- E. Owner, Spires, and the Association are executing and will record this Maintenance Agreement to establish the terms of the maintenance responsibilities and obligations created herein.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual rights and obligations contained in this Maintenance Agreement, the receipt and sufficiency of which are hereby acknowledged, Owner, Spires, and the Association hereby agree as follows:

### ARTICLE I

#### DEBRIS FLOW AREAS, MAINTENANCE EASEMENTS, AND ACCESS EASEMENTS

1.1 Debris Flow Areas. Within sixty (60) days following completion of construction of the Debris Flow Mitigation Improvements (including, without limitation, all channel improvements, debris flow ponds and grading changes constructed by Spires), Spires shall provide Owner with a legal description of the location of the Debris Flow Mitigation Improvements (the "Debris Flow Areas"). On or before five (5) days following Owner's receipt of the legal description of the Debris Flow Areas, Owner shall convey the Debris Flow Areas to the Association by special warranty deed(s), subject only to those matters listed on **Exhibit C** attached hereto and incorporated herein by reference (the "Title Exceptions").

1.2 Creation of Maintenance Easements. Owner hereby establishes perpetual, non-exclusive easements and rights-of-way over, under, and across those portions of the Star Ranch Property adjacent to the Debris Flow Areas, legally described on **Exhibit D** attached hereto and incorporated herein by reference for maintenance purposes (the "Maintenance Easements"), and the Association will have the right to enter such other portions of the Star Ranch Property as are reasonably necessary in order to accomplish the needed maintenance, repair, operation or reconstruction of the Debris Flow Mitigation Improvements as provided for in this Maintenance Agreement.

1.3 Creation of Access Easements. Owner hereby establishes perpetual, non-exclusive easements and rights-of-way over, under and across those portions of the Star Ranch Property legally described on **Exhibit E** attached hereto and incorporated herein by reference for access purposes (the "Access Easements"). The Association shall have the right to utilize the Access Easements for purposes of pedestrian, motor vehicle, construction and maintenance vehicles, truck and other vehicular ingress and egress to and from the Spires Property to the Debris Flow Areas and Maintenance Easements. No parking will be permitted within the Access Easements; provided, however, that parking, to the extent allowed by the City of Colorado Springs, Colorado (the "City") shall be permitted within those portions, if any, of the Access Easements that are platted as a public road and dedicated to the City on any plat of the Star Ranch Property.

1.4 Creation of Drainage Easements. Owner hereby establishes perpetual, non-exclusive easements and rights-of-way over, under, and across those portions of the Star Ranch Property legally described on **Exhibit E** attached hereto and incorporated herein by reference for drainage purposes (the "Drainage Easements"), and, in addition to drainage, the Association will have the right to enter such other portions of the Star Ranch Property as are reasonably necessary in order to

maintain, repair or reconstruct the Debris Flow Mitigation Improvements or drainage therefrom as provided for in this Maintenance Agreement.

## **ARTICLE II MAINTENANCE**

2.1 Maintenance. The Association shall maintain, clean, repair, and reconstruct the Debris Flow Areas, and undertake all of the maintenance measures, if any, described in the Final Report created by URS Greiner Woodard Clyde entitled "Reconnaissance Level Design and Cost Estimate Debris Flow Mitigation Measures," dated May 18, 2000 and the subsequent URS reports dated August 10, 2001 and April 15, 2003 (collectively, the "URS Report"), or as otherwise recommended in writing by URS or as required by the City on a reasonable "as needed" basis. The Association shall also be responsible for repairing any damage directly resulting from the Association's actions within the Maintenance Easements, following its entry thereon, ordinary wear and tear excepted. In addition, the Association shall maintain all Access Easements; provided, however, that if all or a portion of the Access Easements are platted as a public road and dedicated to the City on any plat of the Star Ranch Property, this maintenance obligation for the Access Easements so dedicated shall terminate, and the Association shall have no further obligation with respect to such publicly dedicated Access Easements; and provided, that if all or a portion of the Access Easements are dedicated or granted as a private right-of-way to an owner of the Star Ranch Property or any other entity other than the Association, the maintenance costs for the Access Easement shall be shared equally between such additional owner or entity and the Association.

2.2 Maintenance Costs. The maintenance costs incurred by the Association for the maintenance of the Debris Flow Areas, Maintenance Easements, and the Access Easements, shall include, without limitation: costs of liability insurance; any and all real estate taxes for the Debris Flow Areas; the costs of maintaining, repairing, and replacing the Debris Flow Mitigation Improvements, including without limitation the debris flow control systems, debris flow ponds, and systems, berms, and channel improvements; and the costs of maintaining and repairing the Maintenance Easements and Access Easements (collectively, the "Maintenance Costs"). The Maintenance Costs shall not include maintenance for any Debris Flow Mitigation Improvements that are owned by the City, or the costs of maintaining any access rights-of-way for such City-owned improvements.

2.3 Commencement Date. The maintenance obligations set forth in Sections 2.1 and 2.2 of this Maintenance Agreement (the "Maintenance Obligations") shall commence on the date Owner conveys the Debris Flow Areas to the Association in accordance with Section 1.1 hereof (the "Commencement Date").

2.4 Maintenance Obligations. From and after the Commencement Date, the Association shall complete all Maintenance Obligations on behalf of Owner, any subsequent owners of the Star Ranch Property, and the members of the Association.

2.5 Maintenance Budgets. Within thirty (30) days following the Commencement Date, the Association will establish an initial proposed maintenance budget setting forth a good faith estimate of the Maintenance Costs for the subsequent twelve (12) month period (the "Initial Budget"), and shall provide the owners of the Star Ranch Property a copy of the Initial Budget. On or before thirty (30) days prior to the end of the initial twelve (12) month period, and on an annual basis thereafter, the Association shall set a maintenance budget for the estimated Maintenance Costs for the subsequent twelve (12) month period (the "Current Budget"), and shall provide each owner of a portion of the Star Ranch Property with a copy of the Current Budget. Notwithstanding the above, if all or any owners of portions of the Star Ranch Property elect to form an owner's association, the delivery of the Current Budget to such association shall serve as delivery to all owners who are members of that association.

2.6 Debris Flow Areas Inspections. On the dates or following any events as required in accordance with any City and State requirements, either the State Engineer's Office for the State of Colorado (the "SEO") shall complete an inspection of the Debris Flow Areas, or the Association shall hire URS or a similar professional entity to complete an inspection of the Debris Flow Areas, in accordance with any City and State requirements. Following each inspection, the Association shall retain a copy of the inspection report or results in its records for inspection during business hours by any owners of a portion of the Star Ranch Property or a member of the Association.

2.7 Maintenance Costs Sharing. The Maintenance Costs shall be shared by the Association and the owners of the Star Ranch Property or, with respect to any platted portion thereof, the owners of platted lots within the Star Ranch Property, in the following manner:

- (a) Until such time as a plat has been approved and recorded in the real property records of El Paso County, Colorado, for a portion of the Star Ranch Property, the Association (through an assessment of its members) shall be responsible for all Maintenance Costs.
- (b) At such time, and from time to time, as a plat has been approved and recorded in the real property records of El Paso County, Colorado, for any portion of the Star Ranch Property, each owner of a platted lot within the Star Ranch Property shall each be obligated to pay one-ninetieth (1/90th) of the then current Maintenance Costs and shall thereafter be obligated for one-ninetieth (1/90th) of all future Maintenance Costs. The Association shall be responsible for the balance of the Maintenance Costs.

Each platted lot within the Star Ranch Property shall be referred to in this Maintenance Agreement individually as the "Platted Star Ranch Lot" and, collectively, the "Platted Star Ranch Lots."

2.8 Invoices. The Association shall have the right to invoice the owners of each Platted Star Ranch Lot for each one-ninetieth (1/90th) share of the Maintenance Costs, based upon the Initial Budget for the initial year and thereafter based on the Current Budget. The Association shall also have the right to invoice each owner of each Platted Star Ranch Lot for one-ninetieth (1/90th) of any

additional amounts or Maintenance Costs actually incurred by the Association in excess of the Initial Budget or Current Budget, as applicable. The Association may send any invoices under this Section either quarterly or annually, as determined from time to time by the Association in its reasonable discretion. Notwithstanding the above, in the event the owners of Platted Star Ranch Lots become members of an association with assessment authority, the Association shall have the right to invoice the association in which the owners of the Platted Star Ranch Lots are members rather than sending such notices directly to the owners of the Platted Star Ranch Lots without limiting the enforcement rights provided to the Association in this Maintenance Agreement.

2.9 Estoppel Certificates. Within thirty (30) days following receipt of a written request therefor, the Association shall deliver to an owner of a Platted Star Ranch Lot a written instrument duly executed and acknowledged, certifying: (a) whether or not the applicable owner of the Platted Star Ranch Lot has observed and performed all of the terms and conditions required to be performed and observed under this Agreement and, if not, specifying the same; and (b) the amounts, if any, which the Association has expended pursuant to the terms of this Maintenance Agreement, for which a claim for reimbursement will be made to the applicable owner of the Platted Star Ranch Lot (the "Estoppel Certificate"). If such Estoppel Certificate is not executed and returned to the requesting owner by the Association within the applicable thirty (30) day period, then it shall be conclusively presumed that the Association has no claims against the applicable owner of the Platted Star Ranch Lot as of the date of the request and any person may rely on such presumption for all purposes.

### **ARTICLE III ENFORCEMENT**

3.1 General Rights of Enforcement. This Maintenance Agreement may be enforced by any of the Parties. The Parties shall have the right to bring an action against (i) the Party who violates this Maintenance Agreement, or (ii) any current or subsequent owner of a portion of the Star Ranch Property, to cause any such violation to be remedied or enjoined, and to recover damages caused by such violation. The action may be brought against the Party or the person or entity who has violated this Maintenance Agreement.

3.2. Nuisance. Every violation of this Maintenance Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced by any Party.

3.3 Lien. In addition to any other remedy provided herein or available at law or in equity, if any owner of a Platted Star Ranch Lot fails in any respect to pay his respective one-ninetieth (1/90th) share of Maintenance Costs within thirty (30) days after the Association sends out invoices pursuant to Section 2.8 of this Maintenance Agreement, the Association shall have a lien on such lot for the full amount of the Maintenance Costs invoiced for that lot, plus a ten percent (10%) charge for late fees and administrative costs. Such lien (i) will be evidenced and perfected by the recording of a Notice of Lien executed by the Association in the real property records of El Paso County, Colorado, and (ii) may be foreclosed in the same manner as a mortgage.

3.4 Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Maintenance Agreement, or any provision hereof, whether it be an action for damages, declaratory relief, injunctive relief, to assert or foreclose the lien, or any other action, the prevailing Party in such action shall be entitled to recover from the nonprevailing Party all of its costs incurred in such action and interest thereon at the rate of twelve percent (12%) per annum from the date of delinquency. Any judgment entered shall provide for interest on the delinquent amounts at the rate of twelve percent (12%) per annum after the date of entry of judgment. Costs for purposes of this Section 3.4 shall include court costs and reasonable attorneys' fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

3.5 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 INSURANCE**

The Association shall maintain liability insurance in an amount determined to be reasonable and cost effective by the Association from time to time to insure against any claims for injury to person or property related to the Debris Flow Mitigation Improvements and the Debris Flow Areas. All costs incurred by the Association for such insurance shall be part of the Maintenance Costs.

#### **ARTICLE V AMENDMENTS AND TERMINATION**

This Agreement, and any provision hereof or any easement granted herein, may be amended or terminated by the mutual agreement of all of the owners of the Star Ranch Property, the Spires, the owners of the Spires Property, the Association, the City, and any mortgagee or deed of trust beneficiary encumbering the Spires Property. No amendment, modification or termination shall be effective until a written instrument setting forth the terms of such amendment or modification or termination has been duly executed, acknowledged and recorded in the office of the Clerk and Recorder of El Paso County, Colorado.

#### **ARTICLE VI BINDING EFFECT**

6.1 Run With the Land. The rights and obligations set forth herein and the provisions hereof shall run with the Star Ranch Property and the Spires Property, shall be appurtenant thereto, shall be binding upon Owner and all present and future owners of the Star Ranch Property, shall inure to the benefit of Spires, the Association, and the owners of lots within the Spires Property, whether or not currently platted.

6.2 Successors and Assigns. This Maintenance Agreement shall inure to the benefit of and be binding upon Owner, Spires, the Association, and the subsequent owners of all or any portion of the Star Ranch Property and the Spires Property, and each of their respective successors and assigns.

## **ARTICLE VII TERM AND TERMINATION**

This Maintenance Agreement shall continue in full force and effect in perpetuity, subject only to termination, modification or amendment pursuant to the terms hereof.

## **ARTICLE VIII MEDIATION**

In the event of a dispute concerning the Association's calculation of the Maintenance Costs, the parties to the dispute may submit the matter to mediation before a mediator acceptable to both parties. Prior to submitting the matter to mediation, the parties to the dispute will work in good faith to achieve an agreement regarding the Maintenance Costs. In the event of mediation, the parties shall share the costs of the mediation.

## **ARTICLE IX MISCELLANEOUS**

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

9.2 Notices. All notices which are required or permitted under this Maintenance Agreement shall be in writing. Notices to a Party shall be deemed given if mailed to the Party by first class mail addressed to the Party at the Lot address or at the address for the Party indicated in the real property records of El Paso County, Colorado. Notices to any present or future owners of a portion of the Star Ranch Property shall be deemed given if mailed to the last address provided to the Association in writing by each such owner.

9.3 Counterparts. This Maintenance 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.

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

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

**OWNER:**

**Cheyenne Mountain Bluffs, LLC,**  
a Colorado limited liability company

By: *DW Beggs*  
Its: *MGA*

**SPIRES:**

**Masterplanned Land Venture,**  
a Massachusetts limited partnership,  
d/b/a The Spires Broadmoor

By: *William Gore Reiland*  
Its: *Exec VP*

**THE ASSOCIATION:**

**Spires Drainage Homeowners Association,**  
a Colorado non-profit corporation

By: *William Gore Reiland*  
Its: *President*

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF EL PASO     )

This document was acknowledged before me on *5-10-05*, ~~2004~~ by *DW Beggs* as *Manager* of Cheyenne Mountain Bluffs, LLC, a Colorado limited liability company.

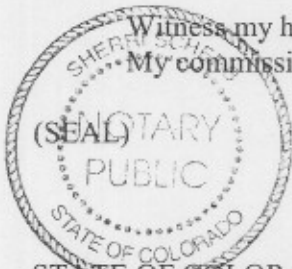
Witness my hand and official seal.  
My commission expires: *5-27-05*



*[Signature]*  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

This document was acknowledged before me on February 12, <sup>2007</sup>~~2004~~ by Michelle Grove-Reiland as Executive Vice President of Masterplanned Land Venture, a Massachusetts limited partnership d/b/a The Spires Broadmoor.

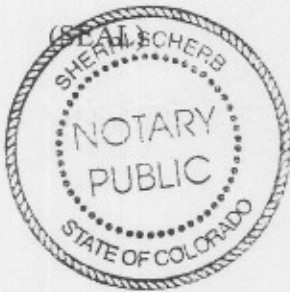


Witness my hand and official seal.  
My commission expires: 7/16/07

Sherry Schuch  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

This document was acknowledged before me on February 12, <sup>2007</sup>~~2004~~ by Michelle Grove-Reiland as President of The Spires Drainage Homeowners Association, a Colorado non-profit corporation.



Witness my hand and official seal.  
My commission expires: 7/16/07

Sherry Schuch  
Notary Public

**EXHIBIT A**  
**to**  
**Maintenance Agreement**

Legal Description of the Star Ranch Property

(See Attached)

## LEGAL DESCRIPTION

## PARCEL A:

A TRACT OF LAND LOCATED IN SECTIONS 11, 12, 13 AND 14, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 30, SOUTH PARK AT BROADMOOR RESORT COMMUNITY FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 98158273 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER (ALL BEARINGS USED HEREIN ARE RELATIVE TO SAID SUBDIVISION); THENCE N 87 DEGREES 30 MINUTES 36 SECONDS E ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 30, A DISTANCE OF 101.95 FEET TO AN ANGLE POINT IN SAID BOUNDARY AND ALSO BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 1095 AT PAGE 256 OF SAID COUNTY RECORDS (ALSO KNOWN AS STAR RANCH); THENCE ALONG THE BOUNDARIES OF SAID TRACT, THE FOLLOWING TWO COURSES: (1) THENCE S 00 DEGREES 41 MINUTES 01 SECONDS E ALONG THE WESTERLY BOUNDARY, A DISTANCE OF 992.47 FEET TO THE SOUTHWEST CORNER THEREOF; (2) THENCE N 88 DEGREES 53 MINUTES 17 SECONDS E ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT, A DISTANCE OF 475.44 FEET TO THE NORTHWEST CORNER OF THE BOULDERS BROADMOOR FILING NO. 1-A AS RECORDED UNDER RECEPTION NO. 97058076 OF SAID COUNTY RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING TWO COURSES: (1) THENCE S 62 DEGREES 13 MINUTES 04 SECONDS W, A DISTANCE OF 271.45 FEET; (2) THENCE S 01 DEGREES 59 MINUTES 32 SECONDS W, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE N 79 DEGREES 20 MINUTES 37 SECONDS W, A DISTANCE OF 197.00 FEET; THENCE N 51 DEGREES 50 MINUTES 41 SECONDS W, A DISTANCE OF 252.00 FEET; THENCE N 42 DEGREES 58 MINUTES 10 SECONDS W, A DISTANCE OF 501.00 FEET; THENCE S 81 DEGREES 57 MINUTES 49 SECONDS W, A DISTANCE OF 240.22 FEET; THENCE N 71 DEGREES 20 MINUTES 07 SECONDS W, A DISTANCE OF 412.29 FEET; THENCE S 89 DEGREES 19 MINUTES 49 SECONDS W, A DISTANCE OF 1977.00 FEET; THENCE S 74 DEGREES 32 MINUTES 38 SECONDS W, A DISTANCE OF 1185.00 FEET; THENCE N 90 DEGREES 00 MINUTES 00 SECONDS W, A DISTANCE OF 3017.40 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID SECTION 11; THENCE S 01 DEGREES 24 MINUTES 01 SECONDS E ALONG SAID WEST LINE, A DISTANCE OF 1183.63 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE N 83 DEGREES 53 MINUTES 49 SECONDS E ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 2640 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (N 1/2 NE 1/4) OF SAID SECTION 14; THENCE S 01 DEGREES 24 MINUTES 01 SECONDS E ALONG THE WEST LINE OF SAID N 1/2 NE 1/4, A DISTANCE OF 1320 FEET, MORE OR LESS TO THE SOUTHWEST CORNER THEREOF; THENCE N 88 DEGREES 53 MINUTES 49 SECONDS E ALONG THE SOUTH LINE OF SAID N 1/2 NE 1/4, A DISTANCE OF 2640 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF NORTHWEST ONE-QUARTER (N 1/2 NW 1/4) OF SAID SECTION 13; THENCE N 88 DEGREES 53 MINUTES 49 SECONDS E ALONG THE SOUTH LINE OF SAID N 1/2 NW 1/4, A DISTANCE OF 2302.10 FEET, MORE OR LESS TO A POINT ON THE BOUNDARY OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED IN BOOK 5292 AT PAGE 349 OF SAID COUNTY RECORDS; THENCE ALONG SAID BOUNDARY, THE FOLLOWING FOUR COURSES: (1) THENCE N 23 DEGREES 44 MINUTES 28 SECONDS W, A DISTANCE OF 492.93 FEET TO AN ANGLE POINT THEREON; (2) THENCE N 06 DEGREES 53 MINUTES 17 SECONDS W, A DISTANCE OF 323.11 FEET TO AN ANGLE POINT

Exhibit A

LEGAL DESCRIPTION

THEREON; (3) THENCE N 26 DEGREES 23 MINUTES 05 SECONDS E, A DISTANCE OF 319.12 FEET TO AN ANGLE POINT THEREON; (4) THENCE S 86 DEGREES 27 MINUTES 02 SECONDS E, A DISTANCE OF 365.07 FEET TO AN ANGLE POINT THEREON AND ALSO BEING A POINT ON THE BOUNDARY OF BROADMOOR BLUFFS PARK FILING NO. 11 AS RECORDED IN PLAT BOOK E-4 AT PAGE 106 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING THREE COURSES: (1) THENCE N 81 DEGREES 42 MINUTES 05 SECONDS E, A DISTANCE OF 116.18 FEET TO AN ANGLE POINT THEREON; (2) THENCE N 00 DEGREES 17 MINUTES 16 SECONDS W, A DISTANCE OF 276.92 FEET TO AN ANGLE POINT THEREON; (3) THENCE N 00 DEGREES 22 MINUTES 25 SECONDS W, A DISTANCE OF 161.12 FEET TO A POINT ON THE BOUNDARY OF SAID THE BOULDERS BROADMOOR FILING NO. 1-A; THENCE ALONG THE BOUNDARIES OF SAID SUBDIVISION, THE FOLLOWING FIVE COURSES: (1) THENCE N 00 DEGREES 22 MINUTES 25 SECONDS W, A DISTANCE OF 147.83 FEET TO AN ANGLE POINT THEREON; (2) THENCE N 50 DEGREES 05 MINUTES 39 SECONDS W, A DISTANCE OF 175.32 FEET; (3) THENCE N 69 DEGREES 45 MINUTES 27 SECONDS W, A DISTANCE OF 126.66 FEET; (4) THENCE S 74 DEGREES 44 MINUTES 42 SECONDS W, A DISTANCE OF 268.67 FEET; (5) THENCE N 01 DEGREES 59 MINUTES 32 SECONDS E, A DISTANCE OF 352.26 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

CHRISTOPHER THOMPSON  
FOR AND ON BEHALF OF ROCKY MOUNTAIN LAND SERVICES  
1623 SOUTH TEJON STREET  
COLORADO SPRINGS, COLORADO 80906

PARCEL B: Intentionally Reserved

PARCEL C:

AN ACCESS AND UTILITY EASEMENT OVER, UNDER AND ACROSS A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 30, SOUTH PARK AT BROADMOOR RESORT COMMUNITY FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 98158273 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER (ALL BEARINGS USED HEREIN ARE RELATIVE TO SAID SUBDIVISION); THENCE N 87 DEGREES 30 MINUTES 36 SECONDS E ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 30, A DISTANCE OF 101.95 FEET TO AN ANGLE POINT IN SAID BOUNDARY AND ALSO BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 1095 AT PAGE 256 OF SAID COUNTY RECORDS (ALSO KNOWN AS STAR RANCH); THENCE ALONG THE BOUNDARIES OF SAID TRACT, THE FOLLOWING TWO COURSES: (1) THENCE S 00 DEGREES 41 MINUTES 01 MINUTES E ALONG THE WESTERLY BOUNDARY, A DISTANCE OF 992.47 FEET TO THE SOUTHWEST CORNER THEREOF AND ALSO BEING THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; (2) THENCE N 88 DEGREES 53 MINUTES 17 SECONDS E ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT, A DISTANCE OF 475.44 FEET TO THE NORTHWEST CORNER OF THE BOULDERS BROADMOOR FILING NO. 1-A AS RECORDED UNDER RECEPTION NO. 97058076 OF SAID COUNTY RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING TWO COURSES: (1) THENCE S 62 DEGREES 18 MINUTES 04 SECONDS W, A DISTANCE OF 271.45 FEET; (2) THENCE S 01 DEGREES 59 MINUTES 32 SECONDS W, A DISTANCE OF 113.00 FEET; THENCE N 79 DEGREES 20 MINUTES 37 SECONDS W, A DISTANCE OF 197.00 FEET; THENCE N 61 DEGREES 50 MINUTES 41 SECONDS W, A DISTANCE OF 125.21 FEET; THENCE N 28 DEGREES 09 MINUTES 19 SECONDS E, A DISTANCE OF 154.67 FEET TO THE POINT OF BEGINNING.

DESCRIPTION PREPARED BY:

CHRISTOPHER THOMPSON

EXHIBIT B  
to  
Maintenance Agreement

Legal Description of the Spires Property

(See Attached)

Exhibit B

The Spires Broadmoor Filing No. 1, a Subdivision  
of a portion of the N 1/2 Section 13, T 15 S, R67 W of the  
6th P.M., in the City of Colorado Springs, El Paso  
County, Colorado and Together with a Replat of Lot 99,  
Tracts E, F, and G, Stonecliff, Filing No. 6, recorded in the  
records of El Paso County on January 28, 2005 at Reception No. 205013876

KNOW ALL MEN BY THESE PRESENTS:

THAT MASTERPLANNED LAND VENTURE, A MASSACHUSETTS LIMITED PARTNERSHIP, BY GP L'AUBERGE COMMUNITIES, L.P., ITS GENERAL PARTNER, BY L'AUBERGE COMMUNITIES, INC. ITS GENERAL PARTNER, BY MICHELLE GROVE REILAND, EXECUTIVE VICE-PRESIDENT, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TO WIT:

NORTH PARCEL:

TRACT G, STONECLIFF FILING NO. 6 AS RECORDED UNDER RECEPTION NUMBER 201065191 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER AND TOGETHER WITH A PORTION OF THE NORTH ONE-HALF OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF LOT 8, GLEN OAKS AT BROADMOOR FILING NO. 1-A AS RECORDED IN PLAT BOOK E-4 AT PAGE 196 OF SAID COUNTY RECORDS ALSO BEING A POINT ON THE NORTHERLY LINE OF KIRKSTONE LANE AS SHOWN ON SAID PLAT OF STONECLIFF FILING NO. 6; THENCE S 90° 00' 00" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 128.00 FEET; THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY LINE AND ALONG THE ARC OF A 137.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE C 66° 26' 44" (THE LONG CHORD OF WHICH BEARS S 56° 46' 38" W, A LONG CHORD DISTANCE OF 150.12 FEET), AN ARC LENGTH OF 158.88 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT G, STONECLIFF FILING NO. 6; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING THREE COURSES: (1) THENCE N 73° 52' 10" W, A DISTANCE OF 148.70 FEET; (2) THENCE N 80° 58' 11" W, A DISTANCE OF 89.38 FEET; (3) THENCE S 60° 25' 08" W, A DISTANCE OF 100.53 FEET TO A POINT ON THE NORTHERLY LINE OF BALMORAL WAY AS DEPICTED ON SAID PLAT OF STONECLIFF FILING NO. 6; THENCE ALONG SAID LINE, THE FOLLOWING THREE COURSES: (1) THENCE NORTHWESTERLY ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 64° 52' 49" (THE LONG CHORD OF WHICH BEARS N 78° 17' 35" W, A LONG CHORD DISTANCE OF 187.75 FEET), AN ARC LENGTH OF 198.17 FEET; (2) THENCE S 69° 16' 00" W, A DISTANCE OF 232.07 FEET; (3) THENCE WESTERLY ALONG THE ARC OF AN 85.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 00' 26" (THE LONG CHORD OF WHICH BEARS S 78° 46' 15" W, A LONG CHORD DISTANCE OF 28.07 FEET), AN ARC LENGTH OF 28.20 FEET TO A POINT ON THE BOUNDARY OF BROADMOOR BLUFFS PARK FILING NO. 11 AS RECORDED IN PLAT BOOK E-4 AT PAGE 106 OF SAID COUNTY RECORDS; THENCE ALONG SAID BOUNDARY, THE FOLLOWING FIVE COURSES: (1) THENCE N 03° 10' 00" E, A DISTANCE OF 158.32 FEET; (2) THENCE N 75° 00' 00" E, A DISTANCE OF 147.70 FEET; (3) THENCE N 67° 00' 00" E, A DISTANCE OF 197.40 FEET; (4) THENCE N 75° 23' 4" E, A DISTANCE OF 45.39 FEET; (5) THENCE S 87° 30' 00" E, A DISTANCE OF 132.79 FEET TO A POINT ON THE BOUNDARY OF BROADMOOR OAKS SUBDIVISION FILING NO. 6 AS RECORDED IN PLAT BOOK E-4 AT PAGE 102 OF SAID COUNTY RECORDS; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES: (1) THENCE S 67° 20' 00" E, A DISTANCE OF 96.33 FEET; (2) THENCE N 75° 30' 00" E, A DISTANCE OF 51.82 FEET; (3) THENCE S 80° 30' 00" E, A DISTANCE OF 150.05 FEET; (4) THENCE N 82° 00' 00" E, A DISTANCE OF 93.58 FEET TO A POINT ON THE BOUNDARY OF BROADMOOR OAKS SUBDIVISION FILING NO. 3 AS RECORDED IN PLAT BOOK C-4 AT PAGE 111 OF SAID COUNTY RECORDS; THENCE ALONG SAID BOUNDARY, THE FOLLOWING TWO COURSES: (1) THENCE N 73° 07' 01" E, A DISTANCE OF 60.75 FEET; (2) THENCE S 82° 07' 11" E, A DISTANCE OF 53.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, GLEN OAKS FILING NO. 1-A; THENCE S 1° 00' 00" E ALONG THE WESTERLY BOUNDARY OF SAID LOT 8, A DISTANCE OF 127.44 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 3.69 ACRES, MORE OR LESS.

WEST PARCEL:

A PORTION OF THE NORTH ONE-HALF OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BROADMOOR BLUFFS PARK FILING NO. 11 AS RECORDED IN PLAT BOOK E-4 AT PAGE 106 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, CLERK AND RECORDER; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING SIX COURSES: (1) THENCE S 10° 25' 00" E, A DISTANCE OF 186.89 FEET; (2) THENCE S 85° 45' 00" E, A DISTANCE OF 139.25 FEET; (3) THENCE S 40° 00' 00" E, A DISTANCE OF 20.00 FEET; (4) THENCE S 11° 30' 00" W, A DISTANCE OF 144.00 FEET; (5) THENCE S 15° 40' 00" W, A DISTANCE OF 50.00 FEET; (6) THENCE S 74° 20' 00" E, A DISTANCE OF 148.74 FEET TO A POINT ON THE WESTERLY LINE OF ELLSWORTH REET AS DEPICTED ON THE PLAT OF STONECLIFF FILING NO. 6 AS RECORDED UNDER RECEPTION NUMBER 201065191 OF SAID COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE, THE FOLLOWING THREE COURSES: (1) THENCE SOUTHERLY ALONG THE ARC OF A 317.20 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 05' 04" (THE LONG CHORD OF WHICH BEARS S 11° 02' 32" W, A LONG CHORD DISTANCE OF 33.67 FEET), AN ARC LENGTH OF 33.68 FEET; (2) THENCE S 08° 00' 00" W, A DISTANCE OF 44.87 FEET; (3) , THENCE SOUTHERLY ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24° 22' 04" (THE LONG CHORD OF WHICH BEARS S 04° 11' 02" E, A LONG CHORD DISTANCE OF 59.09 FEET), AN ARC LENGTH OF 59.54 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID STONECLIFF FILING NO. 6; THENCE ALONG SAID BOUNDARY, THE FOLLOWING SIX COURSES: (1) THENCE S 34° 51' 56" W, A DISTANCE OF 131.33 FEET; (2) THENCE S 05° 38' 02" W, A DISTANCE OF 62.00 FEET; (3) THENCE S 67° 30' 00" E, A DISTANCE OF 95.07 FEET; (4) THENCE S 53° 32' 08" E, A DISTANCE OF 124.87 FEET; (5) THENCE S 07° 25' 28" E, A DISTANCE OF 137.61 FEET; (6) THENCE S 52° 22' 18" E, A DISTANCE OF 69.09 TO THE NORTHEAST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECEPTION NUMBER \_\_\_\_\_ OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID TRACT, THE FOLLOWING SEVEN COURSES: (1) THENCE S 89° 15' 20" W, A DISTANCE OF 257.51 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 NE 1/4) OF SAID SECTION 13; (2) THENCE S 89° 16' 17" W, A DISTANCE OF 124.18 FEET; (3) THENCE S 14° 43' 05" W, A DISTANCE OF 150.00 FEET; (4) THENCE S 20° 02' 55" W, A DISTANCE OF 107.64 FEET; (5) THENCE S 53° 56' 36" W, A DISTANCE OF 173.96 FEET; (6) THENCE S 38° 48' 32" W, A DISTANCE OF 20.14 FEET; (7) THENCE NORTHWESTERLY ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 48' 58" (THE LONG CHORD OF WHICH BEARS N 52° 33' 52" W, LONG CHORD DISTANCE OF 276.29 FEET), AN ARC LENGTH OF 280.35 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 5580 AT PAGE 1367 OF SAID COUNTY RECORDS; THENCE N 11° 48' 00" W ALONG THE WESTERLY BOUNDARY OF SAID TRACT, A DISTANCE OF 194.23 FEET TO THE NORTHWEST CORNER THEREOF; THENCE N 89° 16' 17" E ALONG THE NORTHERLY BOUNDARY OF SAID TRACT, A DISTANCE OF 257.55 FEET TO A POINT ON THE BOUNDARY OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 5565 AT PAGE 1346 OF SAID COUNTY RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT, THE FOLLOWING TWO COURSES: (1) THENCE N 23° 22' 30" W, A DISTANCE OF 492.87 FEET; (2) THENCE N 06° 31' 19" W, A DISTANCE OF 323.10 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 5292 AT PAGE 349 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID TRACT, THE FOLLOWING TWO COURSES: (1) THENCE N 26° 45' 03" E, A DISTANCE OF 319.12 FEET; (2) THENCE S 86° 05' 04" E, A DISTANCE OF 242.94 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 15.28 ACRES, MORE OR LESS.

MIDDLE PARCEL:

LOT 99 AND TRACT E, STONECLIFF FILING NO. 6 AS RECORDED UNDER RECEPTION NUMBER 201065191 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER AND TOGETHER WITH A PORTION OF THE NORTH ONE-HALF OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

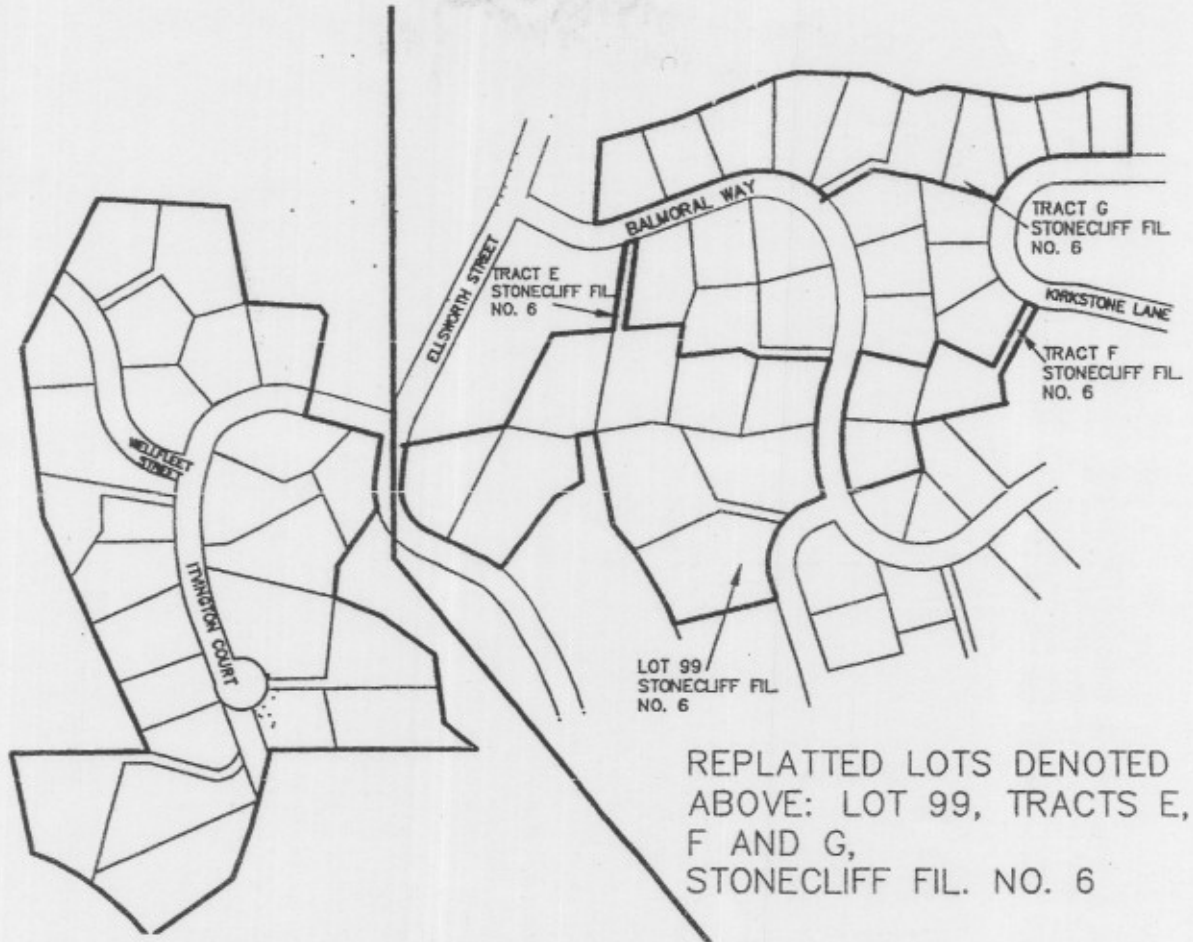
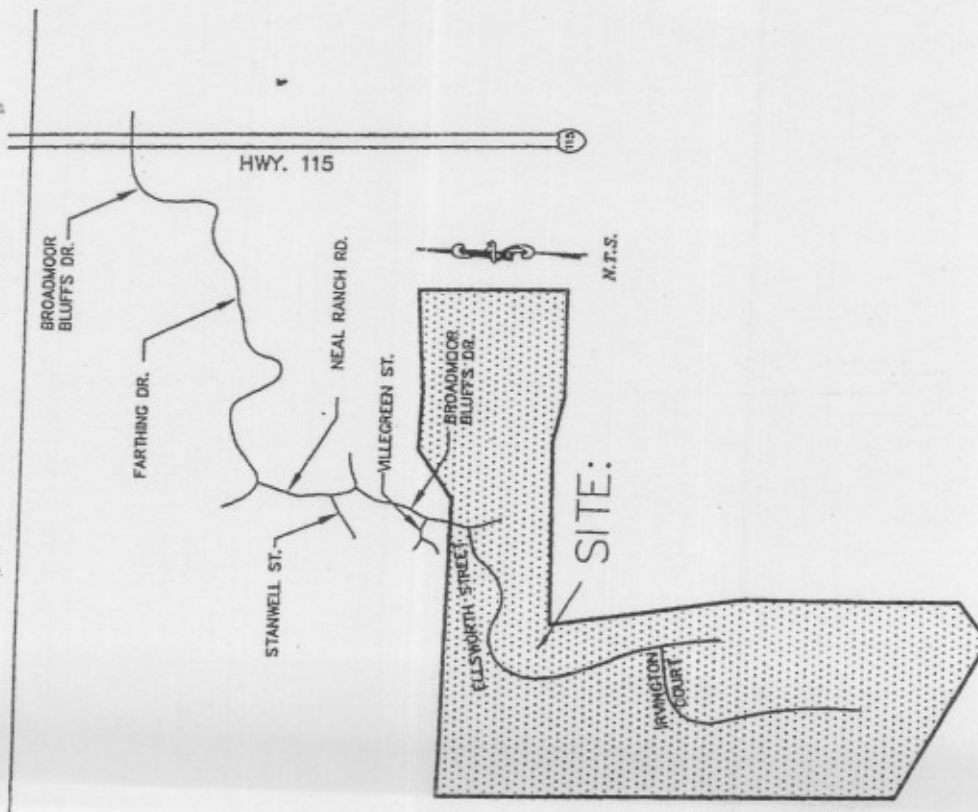
BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 50 IN SAID STONECLIFF FILING NO. 6; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, THE FOLLOWING THIRTEEN COURSES: (1) THENCE S 07° 20' 00" W, A DISTANCE OF 172.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 50; (2) THENCE N 85° 28' 35" E, A DISTANCE OF 110.30 FEET TO THE SOUTHEAST CORNER THEREOF; (3) THENCE S 09° 15' 25" W, A DISTANCE OF 62.29 FEET TO THE SOUTHWEST CORNER OF LOT 54; (4) THENCE N 83° 15' 38" E, A DISTANCE OF 115.40 FEET; (5) THENCE S 63° 54' 42" E, A DISTANCE OF 36.01 FEET; (6) THENCE S 88° 30' 00" E, A DISTANCE OF 135.25 FEET TO A POINT ON THE WESTERLY LINE OF BALMORAL WAY AS SHOWN ON SAID PLAT; (7) THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 46' 53" (THE LONG CHORD OF WHICH BEARS S 18° 46' 51" W, A LONG CHORD DISTANCE OF 10.10 FEET), AN ARC LENGTH OF 10.10 FEET TO A POINT OF REVERSE CURVATURE; (8) THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG THE ARC OF A 435.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 30' 13" (THE LONG CHORD OF WHICH BEARS S 08° 25' 11" W, A LONG CHORD DISTANCE OF 169.76 FEET), AN ARC LENGTH OF 170.85 FEET TO A POINT OF COMPOUND CURVATURE; (9) THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG THE ARC OF A 320.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14° 56' 14" (THE LONG CHORD OF WHICH BEARS S 10° 18' 02" E, A LONG CHORD DISTANCE OF 83.19 FEET), AN ARC LENGTH OF 83.42 FEET TO A POINT ON THE NORTHERLY LINE OF BUTTERMERE DRIVE AS SHOWN ON SAID STONECLIFF FILING NO. 6; (10) THENCE S 67° 45' 00" W ON SAID NORTHERLY LINE, A DISTANCE OF 28.98 FEET; (11) THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE AND ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44° 22' 04" (THE LONG CHORD OF WHICH BEARS S 45° 34' 17" W, A LONG CHORD DISTANCE OF 94.39 FEET), AN ARC LENGTH OF 96.80 FEET TO THE NORTHEAST CORNER OF LOT 99 IN SAID STONECLIFF FILING NO. 6; (12) THENCE N 78° 40' 00" W, A DISTANCE OF 124.55 FEET; (13) THENCE S 66° 00' 31" W, A DISTANCE OF 144.38 FEET TO A POINT ON THE BOUNDARY OF THAT TRACT OF LAND AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 5721 AT PAGE 67 OF SAID COUNTY RECORDS; THENCE ALONG SAID BOUNDARY, THE FOLLOWING SIX COURSES: (1) THENCE N 35° 56' 19" W, A DISTANCE OF 73.00 FEET; (2) THENCE N 10° 26' 57" W, A DISTANCE OF 177.77 FEET; (3) THENCE S 80° 00' 00" W, A DISTANCE OF 36.00 FEET; (4) THENCE S 05° 52' 03" E, A DISTANCE OF 88.07 FEET; (5) THENCE S 59° 52' 55" W, A DISTANCE OF 62.15 FEET; (6) THENCE S 37° 59' 15" W, A DISTANCE OF 167.64 FEET TO A POINT ON THE NORTHEASTERLY LINE OF ELLSWORTH STREET AS DEPICTED ON SAID STONECLIFF FILING NO. 6; THENCE ALONG SAID LINE, THE FOLLOWING FIVE COURSES: (1) THENCE NORTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14° 37' 09" (THE LONG CHORD OF WHICH BEARS N 56° 47' 08" W, A LONG CHORD DISTANCE OF 31.81 FEET), AN ARC LENGTH OF 31.89 FEET; (2) THENCE N 64° 05' 43" W, A DISTANCE OF 123.84 FEET; (3) THENCE NORTHWESTERLY ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72° 05' 43" (THE LONG CHORD OF WHICH BEARS N 28° 02' 52" W, A LONG CHORD DISTANCE OF 105.92 FEET), AN ARC LENGTH OF 113.25 FEET; (4) THENCE N 08° 00' 00" E, A DISTANCE OF 44.87 FEET; (5) THENCE NORTHERLY ALONG THE ARC OF A 267.20 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 41' 11" (THE LONG CHORD OF WHICH BEARS N 10° 20' 36" E, A LONG CHORD DISTANCE OF 21.85 FEET), AN ARC LENGTH OF 21.86 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF BROADMOOR BLUFFS PARK FILING NO. 11 AS RECORDED IN PLAT BOOK E-4 AT PAGE 106 OF SAID COUNTY RECORDS; THENCE ALONG SAID BOUNDARY, THE FOLLOWING TWO COURSES: (1) THENCE N 79° 00' 00" E, A DISTANCE OF 191.13 FEET; (2) THENCE N 27° 35' 00" E, A DISTANCE OF 196.59 FEET TO THE SOUTHWEST CORNER OF LOT 49 IN SAID STONECLIFF FILING NO. 6; THENCE ALONG THE BOUNDARY OF SAID LOT 49, THE FOLLOWING TWO COURSES: (1) THENCE N 85° 28' 35" E, A DISTANCE OF 116.87 FEET; (2) THENCE N 07° 20' 00" E, A DISTANCE OF 165.66 FEET TO A POINT ON THE SOUTHERLY LINE OF BALMORAL WAY AS SHOWN ON SAID PLAT; (3) THENCE N 69° 16' 00" E ALONG SAID LINE, A DISTANCE OF 22.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 6.10 ACRES, MORE OR LESS.

EAST PARCEL:

TRACT F, STONECLIFF FILING NO. 6 AS RECORDED UNDER RECEPTION NUMBER 201065191 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER AND TOGETHER WITH A PORTION OF THE NORTH ONE-HALF OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 61 IN SAID STONECLIFF FILING NO. 6; THENCE S 27° 10' 14" W ALONG THE WESTERLY BOUNDARY OF SAID LOT 61, A DISTANCE OF 146.26 FEET; THENCE S 06° 39' 03" E ALONG SAID WESTERLY LINE, A DISTANCE OF 45.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 61; THENCE S 31° 35' 39" E, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF LOT 66 IN SAID STONECLIFF FILING NO. 6; THENCE ALONG THE NORTHERLY BOUNDARY OF LOTS 66, 67, AND 69 IN SAID STONECLIFF FILING NO. 6, THE FOLLOWING THREE COURSES: (1) THENCE S 77° 58' 28" W, A DISTANCE OF 178.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 67; (2) THENCE S 11° 31' 43" E, A DISTANCE OF 87.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 69; (3) THENCE S 71° 50' 07" W, A DISTANCE OF 143.26 FEET TO A POINT ON THE EASTERLY LINE OF BALMORAL WAY AS DEPICTED ON SAID PLAT OF STONECLIFF FILING NO. 6; THENCE ALONG SAID EASTERLY LINE, THE FOLLOWING THREE COURSES: (1) THENCE NORTHERLY ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16° 39' 52" (THE LONG CHORD OF WHICH BEARS N 11° 09' 51" W, A LONG CHORD DISTANCE OF 78.25 FEET), AN ARC LENGTH OF 78.53 FEET TO A POINT OF COMPOUND CURVATURE; (2) THENCE NORTHERLY ALONG THE ARC OF A 385.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22° 30' 13" (THE LONG CHORD OF WHICH BEARS N 08° 25' 11" E, A LONG CHORD DISTANCE OF 150.24 FEET), AN ARC LENGTH OF 151.21 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE NORTHERLY ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 35' 24" (THE LONG CHORD OF WHICH BEARS N 16° 22' 36" E, A LONG CHORD DISTANCE OF 43.11 FEET), AN ARC LENGTH OF 43.13 FEET TO THE SOUTHWEST CORNER OF LOT 55 IN SAID STONECLIFF FILING NO. 6; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOTS 55 AND 60 IN SAID SUBDIVISION, THE FOLLOWING FOUR COURSES: (1) THENCE S 76° 55' 06" E, A DISTANCE OF 131.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 55; (2) THENCE N 20° 06' 29" E, A DISTANCE OF 54.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 60; (3) THENCE S 63° 50' 46" E, A DISTANCE OF 114.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 60; (4) THENCE N 27° 10' 14" E, A DISTANCE OF 136.42 FEET TO A POINT ON THE SOUTHERLY LINE OF KIRKSTONE LANE AS DEPICTED ON SAID PLAT; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF A 128.66 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 56' 34" (THE LONG CHORD OF WHICH BEARS S 67° 18' 03" E, A LONG CHORD DISTANCE OF 20.06 FEET), AN ARC LENGTH OF 20.08 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1.18 ACRES, MORE OR LESS.

# VICINITY MAP



REPLATTED LOTS DENOTED  
ABOVE: LOT 99, TRACTS E,  
F AND G,  
STONECLIFF FIL. NO. 6

*Exhibit C*  
*Title Exceptions*

ALTA COMMITMENT

Schedule B - Section 2

(Exceptions)

Our Order No. SC55004339-11

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. 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 and inspection of the premises 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Liens for unpaid water and sewer charges, if any.
8. In addition, the owner's policy will be subject to the mortgage, if any, noted in Section 1 of Schedule B hereof.
9. (ITEM INTENTIONALLY DELETED)
10. WATER RIGHTS RESERVATIONS AND COVENANTS REGARDING WELLS AS CONTAINED IN EXCEPTION 3, EXHIBIT B OF WARRANTY DEED RECORDED NOVEMBER 2, 1995 IN BOOK 6757 AT PAGE 294, AND RERECORDED NOVEMBER 3, 1995 IN BOOK 6758 AT PAGE 1040.
11. (ITEM INTENTIONALLY DELETED)
12. NOTICES AS CONTAINED IN NO. 7, EXHIBIT C AND RESTRICTIONS AS CONTAINED IN NO. 9, EXHIBIT C OF WARRANTY DEED RECORDED JULY 14, 1999 UNDER RECEPTION NO. 99112626 AND OF WARRANTY DEED RECORDED DECEMBER 29, 2003 UNDER RECEPTION NO. 203294147.
13. (ITEM INTENTIONALLY DELETED)
14. (ITEM INTENTIONALLY DELETED)

# Exhibit C

## ALTA COMMITMENT

### Schedule B - Section 2

(Exceptions)

Our Order No. SC55004339-11

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. (ITEM INTENTIONALLY DELETED)
16. (ITEM INTENTIONALLY DELETED)
17. TERMS, CONDITIONS AND PROVISIONS OF DEBRIS FLOW MITIGATION MEASURES AGREEMENT, AS EVIDENCED BY MEMORANDUM RECORDED JUNE 29, 2004 AT RECEPTION NO. 204108334 AND AS AMENDED BY INSTRUMENT RECORDED FEBRUARY 14, 2005 UNDER RECEPTION NO. 205021449.
18. TERMS, CONDITIONS AND PROVISIONS OF CONSTRUCTION EASEMENTS AGREEMENT RECORDED AUGUST 12, 2004 AT RECEPTION NO. 204137175 AND AS AMENDED BY INSTRUMENT RECORDED FEBRUARY 14, 2005 UNDER RECEPTION NO. 205021449.
19. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 31, 2005 AT RECEPTION NO. 205014505.
20. TERMS, CONDITIONS AND PROVISIONS OF CONSTRUCTION EASEMENTS AGREEMENT RECORDED AUGUST 12, 2004 AT RECEPTION NO. 204137175.
21. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED JUNE 06, 1959, IN BOOK 1748 AT PAGE 146.
22. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED APRIL 18, 2006 AT RECEPTION NO. 206056483.

NOTE: THE POLICY OF TITLE INSURANCE WILL INCLUDE AN ARBITRATION PROVISION. THE COMPANY OR THE INSURED MAY DEMAND ARBITRATION. ARBITRABLE MATTERS MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY CONTROVERSY OR CLAIM BETWEEN THE COMPANY AND THE INSURED ARISING OUT OF OR RELATING TO THIS POLICY, ANY SERVICE OF THE COMPANY IN CONNECTION WITH ITS ISSUANCE OR THE BREACH OF A POLICY PROVISION OR OTHER OBLIGATION. PLEASE ASK YOUR ESCROW OR TITLE OFFICER FOR A SAMPLE COPY OF THE POLICY TO BE ISSUED IF YOU WISH TO REVIEW THE ARBITRATION PROVISIONS AND ANY OTHER PROVISIONS PERTAINING TO YOUR TITLE INSURANCE COVERAGE.

EXHIBIT D  
to  
Maintenance Agreement



Legal Description of the Maintenance Easements  
(See Attached)

*Exhibit D*LEGAL DESCRIPTION: NORTH DEBRIS DAM SITE

A TRACT OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 12 AND IN THE NORTHWEST ONE-QUARTER (NW ¼) OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6<sup>th</sup> P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 31, THE SPIRES BROADMOOR FILING NO. 1 AS RECORDED UNDER RECEPTION NUMBER 205013876 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, CLERK AND RECORDER (ALL BEARINGS USED HEREIN ARE RELATIVE TO THE BEARING SYSTEM IN SAID SUBDIVISION); THENCE N 20° 14' 59" W, A DISTANCE OF 1,202.27 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE N 90° 00' 00" W, A DISTANCE OF 110.58 FEET; THENCE N 67° 12' 29" W, A DISTANCE OF 210.71 FEET; THENCE N 03° 03' 48" E, A DISTANCE OF 186.42 FEET; THENCE N 55° 52' 27" E, A DISTANCE OF 243.09 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 109.58 FEET; THENCE S 34° 08' 42" E, A DISTANCE OF 145.54 FEET; THENCE S 03° 10' 56" E, A DISTANCE OF 125.62 FEET; THENCE S 33° 27' 35" W, A DISTANCE OF 189.72 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 2.92 ACRES, MORE OR LESS.

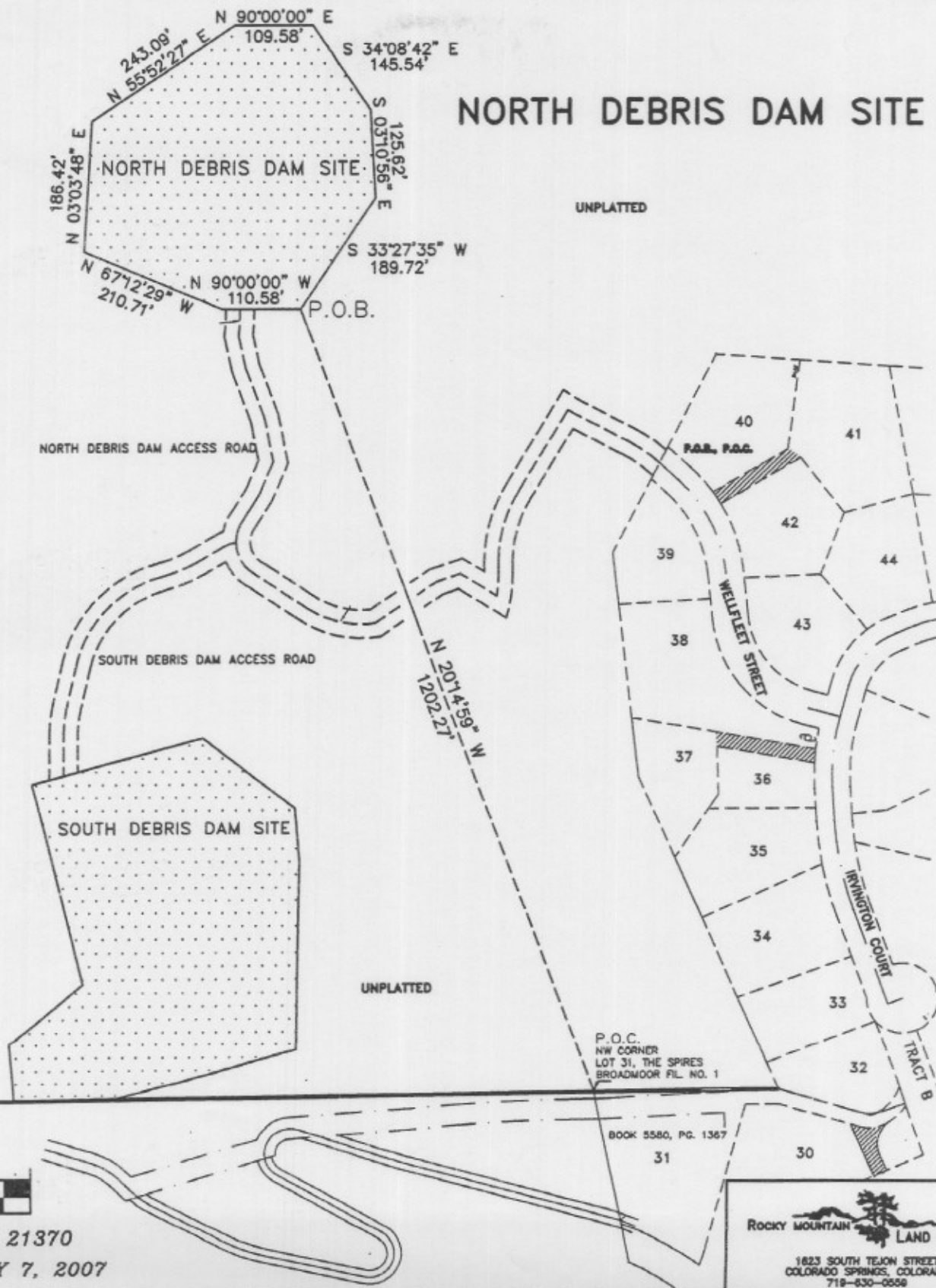
PREPARED BY:

CHRISTOPHER THOMPSON, COLORADO P.L.S. NO 19625  
FOR AND ON BEHALF OF ROCKY MOUNTAIN LAND SERVICES  
1623 SOUTH TEJON STREET  
COLORADO SPRINGS, COLORADO 80906  
719-630-0559

# EXHIBIT FOR LEGAL DESCRIPTION

A PORTION OF THE NW 1/4 SECTION 13, T 15 S, R 67 W  
COLORADO SPRINGS, EL PASO COUNTY, COLORADO

## NORTH DEBRIS DAM SITE



THE SPIRES BROADMOOR FILING NO. 1

RECEIPT NO. 205013876

JOB NO.: 21370  
FEBRUARY 7, 2007

ROCKY MOUNTAIN LAND SERVICES  
1823 SOUTH TEJON STREET  
COLORADO SPRINGS, COLORADO  
719-630-0858

## EXHIBIT D

LEGAL DESCRIPTION: SOUTH DEBRIS DAM SITE

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (NW ¼) OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6<sup>th</sup> P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 31, THE SPIRES BROADMOOR FILING NO. 1 AS RECORDED UNDER RECEPTION NUMBER 205013876 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO CLERK AND RECORDER (ALL BEARINGS USED HEREIN ARE RELATIVE TO THE BEARING SYSTEM IN SAID SUBDIVISION); THENCE N 81° 18' 54" W, A DISTANCE OF 425.72 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S 74° 07' 25" W, A DISTANCE OF 266.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 13; THENCE S 89° 15' 32" W ALONG SAID LINE, A DISTANCE OF 139.01 FEET; THENCE N 05° 16' 51" W, A DISTANCE OF 84.97 FEET; THENCE N 50° 27' 21" E, A DISTANCE OF 134.37 FEET; THENCE N 13° 57' 31" W, A DISTANCE OF 297.75 FEET; THENCE N 74° 54' 29" E, A DISTANCE OF 249.32 FEET; THENCE S 52° 06' 14" E, A DISTANCE OF 164.43 FEET; THENCE S 04° 18' 07" E, A DISTANCE OF 78.68 FEET; THENCE S 00° 59' 10" W, A DISTANCE OF 269.81 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 3.70 ACRES, MORE OR LESS.

PREPARED BY:

CHRISTOPHER THOMPSON, COLORADO P.L.S. NO 19625  
FOR AND ON BEHALF OF ROCKY MOUNTAIN LAND SERVICES  
1623 SOUTH TEJON STREET  
COLORADO SPRINGS, COLORADO 80906  
719-630-0559

# EXHIBIT FOR LEGAL DESCRIPTION

A PORTION OF THE NW 1/4 SECTION 13, T 15 S, R 67 W  
COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SOUTH DEBRIS DAM ACCESS ROAD

## SOUTH DEBRIS DAM SITE

UNPLATTED

WELFLEET STREET

42

43

38

37

36

35

34

33

32

30

31

P.O.C.  
NW CORNER  
LOT 31, THE SPIRES  
BROADMOOR FIL. NO. 1

THE SPIRES BROADMOOR FILING NO. 1

RECEIPT. NO. 205013876



JOB NO.: 21370  
FEBRUARY 7, 2007

ROCKY MOUNTAIN LAND SERVICES  
1823 SOUTH TEJON STREET  
COLORADO SPRINGS, COLORADO  
719-630-1149



EXHIBIT E  
to  
Maintenance Agreement

Legal Description of the Access Easements

(See Attached)

*Exhibit E*LEGAL DESCRIPTION OF EASEMENT FOR ACCESS ROAD TO THE SOUTH DEBRIS DAM

A FORTY FOOT (40.00') WIDE EASEMENT OVER, UNDER AND ACROSS A PORTION OF THE NORTHWEST ONE-QUARTER (NW ¼) OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6<sup>th</sup> P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID EASEMENT LYING TWENTY FEET (20.00') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF WELFLEET STREET AND THE WESTERLY BOUNDARY OF THE SPIRES BROADMOOR FILING NO. 1 AS RECORDED UNDER RECEPTION NUMBER 205013876 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, CLERK AND RECORDER (ALL BEARINGS USED HEREIN ARE RELATIVE TO THE BEARING SYSTEM WITHIN SAID SUBDIVISION PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 31' 44" (THE LONG CHORD OF WHICH BEARS N 54° 39' 45" W, A LONG CHORD DISTANCE OF 54.04 FEET), AN ARC LENGTH OF 54.21 FEET; THENCE N 62° 25' 38" W, A DISTANCE OF 85.10 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 09' 41" (THE LONG CHORD OF WHICH BEARS N 60° 50' 47" W, A LONG CHORD DISTANCE OF 11.03 FEET), AN ARC LENGTH OF 11.04 FEET; THENCE S 30° 44' 03" W, A DISTANCE OF 134.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 54' 57" (THE LONG CHORD OF WHICH BEARS S 15° 16' 35" W, A LONG CHORD DISTANCE OF 106.61 FEET), AN ARC LENGTH OF 107.92 FEET; THENCE S 00° 10' 54" E, A DISTANCE OF 17.77 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 52' 04" (THE LONG CHORD OF WHICH BEARS S 04° 15' 09" W, A LONG CHORD DISTANCE OF 30.92 FEET), AN ARC LENGTH OF 30.95 FEET; THENCE N 58° 10' 53" W, A DISTANCE OF 60.50 FEET; THENCE S 71° 04' 51" W, A DISTANCE OF 35.83 FEET; THENCE S 55° 53' 06" W, A DISTANCE OF 104.88 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 139.68 FOOT RADIUS NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40° 37' 42" (THE LONG CHORD OF WHICH BEARS N 77° 31' 27" W, A LONG CHORD DISTANCE OF 96.99 FEET), AN ARC LENGTH OF 99.05 FEET; THENCE N 56° 14' 20" W, A DISTANCE OF 99.80 FEET; THENCE NORTHERLY ALONG THE ARC OF A 55.29 FOOT RADIUS NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47° 04' 42" (THE LONG CHORD OF WHICH BEARS N 24° 30' 36" W, A LONG CHORD DISTANCE OF 44.16 FEET), AN ARC LENGTH OF 45.43 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED;

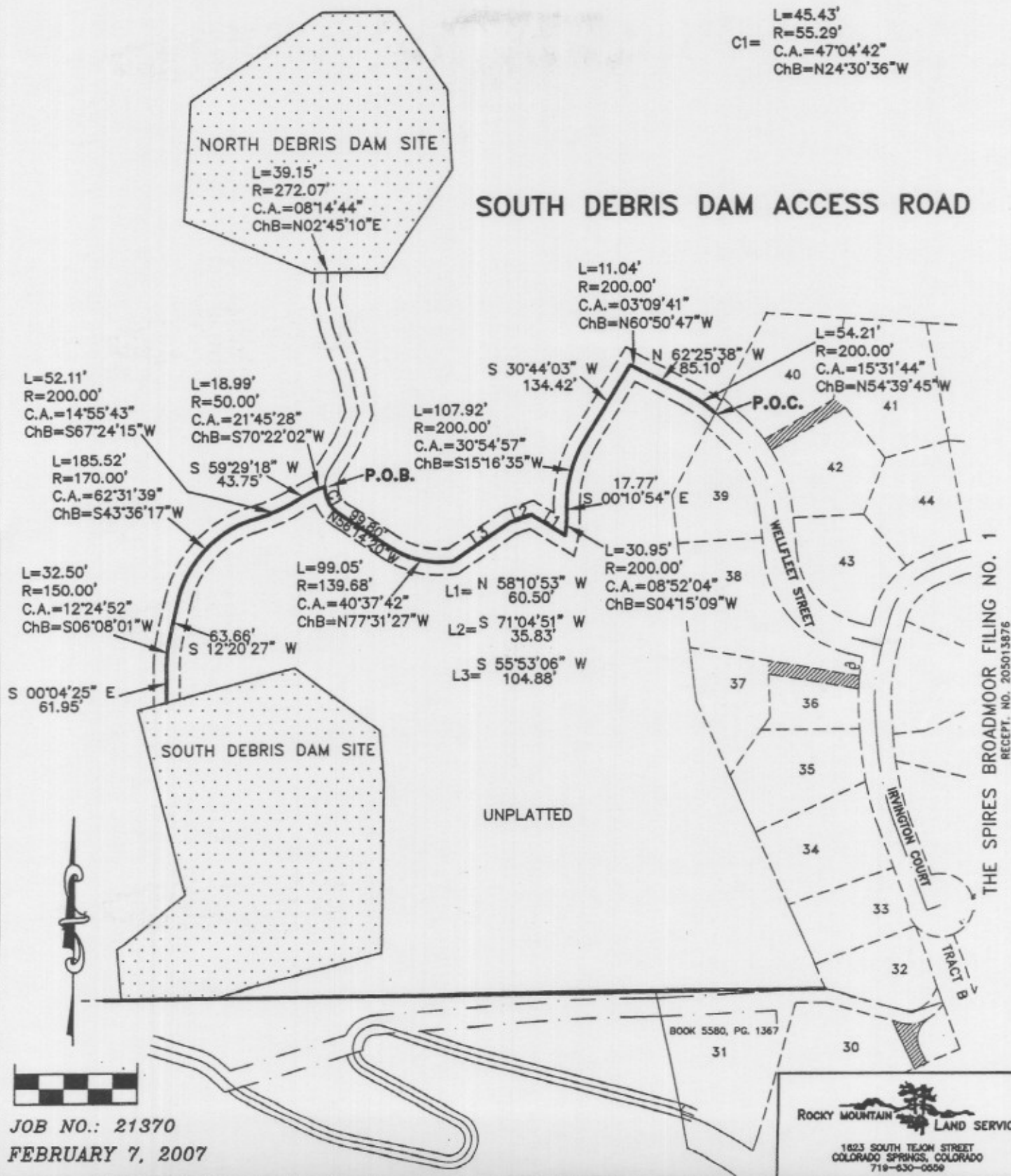
THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21° 45' 28" (THE LONG CHORD OF WHICH BEARS S 70° 22' 02" W, A LONG CHORD DISTANCE OF 18.87 FEET), AN ARC LENGTH OF 18.99 FEET; THENCE S 59° 29' 18" W, A DISTANCE OF 43.75 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 55' 43" (THE LONG CHORD OF WHICH BEARS S 67° 24' 15" W, A LONG CHORD DISTANCE OF 51.96 FEET), AN ARC LENGTH OF 52.11 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 62° 31' 39" (THE LONG CHORD OF WHICH BEARS S 43° 36' 17" W, A LONG CHORD DISTANCE OF 176.45 FEET), AN ARC LENGTH OF 185.52 FEET; THENCE S 12° 20' 27" W, A DISTANCE OF 63.66 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 24' 52" (THE LONG CHORD OF WHICH BEARS S 06° 08' 01" W, A LONG CHORD

DISTANCE OF 32.44 FEET), AN ARC LENGTH OF 32.50 FEET; THENCE S 00° 04' 25" E, A DISTANCE OF 61.95 FEET TO A POINT ON THE BOUNDARY OF THE PROPOSED SOUTH DEBRIS DAM SITE AND ALSO BEING THE POINT OF TERMINUS OF THE CENTERLINE HEREIN DESCRIBED (THE SIDELINES OF SAID 40 FOOT WIDE EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO INTERSECT SAID BOUNDARY).

PREPARED BY:

CHRISTOPHER THOMPSON, COLORADO P.L.S. NO 19625  
FOR AND ON BEHALF OF ROCKY MOUNTAIN LAND SERVICES  
1623 SOUTH TEJON STREET  
COLORADO SPRINGS, COLORADO 80906  
719-630-0559

A PORTION OF THE NW 1/4 SECTION 13, T 15 S, R 67 W  
COLORADO SPRINGS, EL PASO COUNTY, COLORADO



*Exhibit E*LEGAL DESCRIPTION OF EASEMENT FOR ACCESS ROAD TO THE NORTH DEBRIS DAM

A FORTY FOOT (40.00') WIDE EASEMENT OVER, UNDER AND ACROSS A PORTION OF THE NORTHWEST ONE-QUARTER (NW ¼) OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 67 WEST OF THE 6<sup>th</sup> P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, SAID EASEMENT LYING TWENTY FEET (20.00') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF WELLFLEET STREET AND THE WESTERLY BOUNDARY OF THE SPIRES BROADMOOR FILING NO. 1 AS RECORDED UNDER RECEPTION NUMBER 205013876 OF THE RECORDS OF THE EL PASO COUNTY, COLORADO, CLERK AND RECORDER (ALL BEARINGS USED HEREIN ARE RELATIVE TO THE BEARING SYSTEM WITHIN SAID SUBDIVISION PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 31' 44" (THE LONG CHORD OF WHICH BEARS N 54° 39' 45" W, A LONG CHORD DISTANCE OF 54.04 FEET), AN ARC LENGTH OF 54.21 FEET; THENCE N 62° 25' 38" W, A DISTANCE OF 85.10 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 09' 41" (THE LONG CHORD OF WHICH BEARS N 60° 50' 47" W, A LONG CHORD DISTANCE OF 11.03 FEET), AN ARC LENGTH OF 11.04 FEET; THENCE S 30° 44' 03" W, A DISTANCE OF 134.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 54' 57" (THE LONG CHORD OF WHICH BEARS S 15° 16' 35" W, A LONG CHORD DISTANCE OF 106.61 FEET), AN ARC LENGTH OF 107.92 FEET; THENCE S 00° 10' 54" E, A DISTANCE OF 17.77 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08° 52' 04" (THE LONG CHORD OF WHICH BEARS S 04° 15' 09" W, A LONG CHORD DISTANCE OF 30.92 FEET), AN ARC LENGTH OF 30.95 FEET; THENCE N 58° 10' 53" W, A DISTANCE OF 60.50 FEET; THENCE S 71° 04' 51" W, A DISTANCE OF 35.83 FEET; THENCE S 55° 53' 06" W, A DISTANCE OF 104.88 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 139.68 FOOT RADIUS NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40° 37' 42" (THE LONG CHORD OF WHICH BEARS N 77° 31' 27" W, A LONG CHORD DISTANCE OF 96.99 FEET), AN ARC LENGTH OF 99.05 FEET; THENCE N 56° 14' 20" W, A DISTANCE OF 99.80 FEET; THENCE NORTHERLY ALONG THE ARC OF A 55.29 FOOT RADIUS NON-TANGENTIAL CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 73° 21' 55" (THE LONG CHORD OF WHICH BEARS N 11° 21' 59" W, A LONG CHORD DISTANCE OF 66.06 FEET), AN ARC LENGTH OF 70.80 FEET; THENCE N 31° 20' 34" E, A DISTANCE OF 52.25 FEET; THENCE N 22° 48' 28" E, A DISTANCE OF 50.82 FEET; THENCE N 11° 22' 17" W, A DISTANCE OF 63.45 FEET; THENCE N 20° 46' 21" W, A DISTANCE OF 75.33 FEET; THENCE 12° 35' 22" W, A DISTANCE OF 48.02 FEET; THENCE NORTHERLY ALONG THE ARC OF A 272.07 FOOT RADIUS NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 14' 14" (THE LONG CHORD OF WHICH BEARS N 02° 45' 10" E, A LONG CHORD DISTANCE OF 39.12 FEET), AN ARC LENGTH OF 39.15 FEET TO A POINT ON THE BOUNDARY OF THE PROPOSED NORTH DEBRIS DAM SITE AND ALSO BEING THE POINT OF TERMINUS OF THE CENTERLINE HEREIN DESCRIBED (THE SIDELINES OF SAID 40 FOOT WIDE EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO INTERSECT THE ADJACENT BOUNDARY AT THE POINT OF BEGINNING AND AT THE POINT OF TERMINUS).

PREPARED BY:  
CHRISTOPHER THOMPSON, COLORADO P.L.S. NO 19625  
FOR AND ON BEHALF OF ROCKY MOUNTAIN LAND SERVICES

# EXHIBIT FOR LEGAL DESCRIPTION

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COLORADO SPRINGS, EL PASO COUNTY, COLORADO

