

**INTERGOVERNMENTAL AGREEMENT REGARDING
REGIONAL PARK**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING REGIONAL PARK (the "Agreement") is made and effective this 26th day of January 2011, by and between MESA RIDGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 1"), and CROSS CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Cross Creek"). District No. 1 and Cross Creek are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties are authorized to contract with one another pursuant to Section 29-1-201, *et seq.*, C.R.S., and Article XIV, Section 18(2)(a) of the Colorado Constitution; and

WHEREAS, District No. 1 was established to provide various services to its residents and the residents of Mesa Ridge Metropolitan District No. 2 ("District No. 2"), including but not limited to the provision of parks and recreation facilities; and

WHEREAS, pursuant to its Service Plan dated July 8, 2003, Cross Creek was established to finance the design, construction, and operation and maintenance of certain neighborhood and regional park and recreation related improvements; and

WHEREAS, Cross Creek intends to construct a regional park that will benefit the residents of Cross Creek, District No. 1 and District No. 2 (the "Regional Park"); and

WHEREAS, the location of the Regional Park is shown on Exhibit A attached hereto, adjacent to and of benefit to District No. 1 and District No. 2 and its property owners and residents; and

WHEREAS, Cross Creek has developed and formally adopted a capital construction plan for the Regional Park (the "Regional Park Plan"); and

WHEREAS, a copy of the Regional Park Plan is attached hereto and as may be amended in the future as Exhibit B and is incorporated herein by reference; and

WHEREAS, District No. 1 intends to participate in certain design and construction costs required to complete the Regional Park, up to a maximum capital contribution of one half of the cost, currently estimated as Two Million Five Hundred Thousand Dollars (\$2,500,000) or the amount of the actual Mesa Ridge Park Fee actually collected for homes west of the future alignment of Powers Boulevard, whichever is lesser (the "Mesa Ridge Contribution"); and

WHEREAS, District No. 1 has resolved to impose a park fee (the "Mesa Ridge Park Fee") within the area subject to the Mesa Ridge Park Fee as set forth in the resolution establishing the same; and

WHEREAS, revenues generated by the Mesa Ridge Park Fee are anticipated to assist District No. 1 with funding the Mesa Ridge Contribution among other park projects within the Mesa Ridge development, as more specifically set forth in this Agreement; and

WHEREAS, the Parties have agreed to equitably fund the continued operation and maintenance of the Regional Park, both during its construction and following its completion, as more specifically set forth in this Agreement; and

WHEREAS, certain real property (generally located west of Powers Boulevard) was excluded from the boundaries of Cross Creek and included within the boundaries of District No. 2 (the "Excluded Property"); and

WHEREAS, a legal description and map of the Excluded Property is attached hereto as Exhibit C; and

WHEREAS, the Parties desire to establish a mechanism whereby District No. 1 will make an annual payment to Cross Creek to assist Cross Creek with the costs of operating and maintaining the Regional Park, plus an annual amount equivalent to the revenues that Cross Creek would have received by levying an operation and maintenance mill levy against the Excluded Property (the "Tax Equivalent Maintenance Fee"); and

WHEREAS, the Parties intend that this Agreement set forth their respective rights and obligations as to Mesa Ridge Contribution and the Tax Equivalent Maintenance Fee.

COVENANTS

NOW, THEREFORE, in consideration of the premises, the mutual advantages accruing to the parties, the performance of promises contained herein, and other good and valuable consideration, the Parties agree as follows:

SECTION I - FUNDING DESIGN AND CAPITAL CONSTRUCTION OF REGIONAL PARK

1. Mesa Ridge Park Fee Collection and Distribution. District No. 1 shall collect the Mesa Ridge Park Fee in accordance with that certain resolution establishing the same, a copy of which is attached hereto as Exhibit D. District No. 1 shall hold revenues generated by the Mesa Ridge Park Fee in a separate account and may, subject to the discretion of District No. 1's Board of Directors (the "Mesa Ridge No. 1 Board"):

(a) use the same as a primary source of revenue to support revenue bonds or other financing method issued by District No. 1 for the purpose of assisting in the capital

construction of the Regional Park (“Regional Park Revenue Bonds”); or

(b) otherwise use the Mesa Ridge Park Fee to effect a capital contribution or contributions to Cross Creek not exceeding the Mesa Ridge Contribution, in the aggregate as agreed between the parties not to exceed Two Million Five Hundred Thousand Dollars in 2010 dollars.

(c) contribute as matching funds to grants whose purpose is to construct the park or the storm water management facilities within the park.

(d) The issuance of the Regional Park Revenue Bonds’ is a matter that will, at all times, remain within the discretion of the Mesa Ridge No. 1 Board of Directors. In no event shall District No. 1 be required to issue Regional Park Revenue Bonds exceeding the Mesa Ridge Contribution in principal amount. The Mesa Ridge Contribution may be made by District No. 1 to Cross Creek in more than one installment. Should District No. 1 desire to make the Mesa Ridge Contribution to Cross Creek in more than one installment, the installment schedule shall be reduced to writing and executed by the Parties in substantially the form set forth in Exhibit E attached hereto, within one (1) year following mutual execution of this Agreement. However, under no circumstances will District No. 1 withhold funds in its possession derived from the Mesa Ridge Park Fee.

2. Use of Mesa Ridge Contribution. The Mesa Ridge Contribution shall be used by Cross Creek solely for the purpose of designing and constructing the Regional Park, and the funds remitted to Cross Creek shall be subject to the further condition that they shall only be used to fund specific items identified with particularity in the Regional Park Plan, as the same may be amended from time to time. District No. 1 agrees to make best efforts to cooperate with Cross Creek for the prompt approval of the Regional Park Plan.

Cross Creek may amend the Regional Park Plan subsequent to the date of this Agreement and any and all such amendments shall be subject to the prior written approval of the Mesa Ridge No. 1 Board of Directors, which approval may not be unreasonably withheld. The general location of the Regional Park is shown on Exhibit A, attached hereto and incorporated herein by this reference. The location of the Regional Park may not vary from that depicted in Exhibit A without the subsequent mutual written agreement of the Parties. Cross Creek shall account for the capital funding and maintenance funding of the Park and shall, upon receipt, deposit the Mesa Ridge Contribution, or any installment thereof, into the established accounts of Cross Creek. Mesa Ridge may request a review of the Regional Park Account, at its own expense, on reasonable notice to Cross Creek.

(a) Withdrawals. Cross Creek may withdraw funds from the Regional Park Account as necessary to pay for costs associated with the design and construction of the Regional Park, as the same become due.

(b) Regional Park Design and Construction. Cross Creek shall be responsible for completing the final design of the Regional Park and constructing the same in

accordance with the Regional Park Plan, such cost or subsequent cost associated with redesign to be included in the overall cost of the Park. Unless accepted for operation and maintenance by the City of Fountain (the "City"), Cross Creek shall be responsible for the continued operation and maintenance of the Regional Park, but District No. 1 will be responsible for a proportionate share of said operations and maintenance costs. Cross Creek shall administer and coordinate any design and construction related activities pertaining to the Regional Park in a diligent, good, workmanlike, and timely manner.

(c) Retention. Cross Creek shall construct or cause to be constructed the Regional Park as it deems appropriate, and shall take actions necessary to fund the construction of the Regional Park (on any particular phase thereof) in accordance with the procedures specified in this Agreement. All payments to contractors shall be subject to withholding for retention in accordance with Colorado law regarding public financing and construction of public improvements.

SECTION II - FUNDING OPERATIONS AND MAINTENANCE OF REGIONAL PARK

1. Funding the Operations and Maintenance of the Regional Park. The Parties have agreed to jointly fund the operation and maintenance of the Regional Park, beginning on January 2, 2012 as more specifically set forth below. Both Districts hereby agree and acknowledge that the special districts are required to appropriate adequate funds for services rendered prior to engaging those services; therefore,

(a) Cross Creek shall estimate the Annual Operating costs of the Regional Park on or before October 15 and provide the cost estimate to District No. 1. Cross Creek shall exercise care to insure that the completion of capital projects to construct the Park is balance with the annual cost to maintain the improvements.

(b) District No. 1 shall include its share of the Annual Operating costs in its budget estimate for the succeeding year.

(c) When both Districts' budgets are approved and the funds appropriated by their respective boards, District No. 1 shall pay to Cross Creek its share of the Annual Operating Costs quarterly, at the beginning of each quarter of the year, and without set aside, set off or retention, except as provided in Section 2 below.

(Annual Operating Costs shall consist of the variable costs including but not limited to utilities, insurance, snow removal, mowing, turf maintenance, landscaping and facilities upkeep and the replacement costs excluding capital improvements.)

2. Adjustment of the Annual Operating Costs. On or before October 15, Cross Creek will provide District No. 1 an estimate of costs to complete the budget year and a comparison of actual costs to estimated costs. District No. 1 shall adjust the payment of Annual Operating Costs for the succeeding year deducting any credit from the previous year's budget or

payment of additional funds if the estimated costs were less than the actual costs.

3. Tax Equivalent Maintenance Fee Calculation. The parties recognize that a portion of the land within Cross Creek has been excluded from Cross Creek and included in Mesa Ridge. Such transfer is subject to the approval by the City of Fountain of a Service Plan Amendment to the Cross Creek Metropolitan District Service Plan. To compensate Cross Creek for the lost revenues from lands originally within its service area, Mesa Ridge shall pay to Cross Creek additional sums for park operation and maintenance of the Exclusion Property as follows:

Cross Creek shall be responsible for obtaining the final assessed valuation of the Exclusion Property from the El Paso County Assessor not later than December 10 of each year beginning on December 10, 2011. District No. 1 will pay to Cross Creek the Tax Equivalent Maintenance Fee in each year that this Agreement remains in effect, calculated as follows:

Step One:

$$\frac{\text{Total annual operations and maintenance budget for Regional Park/}}{\text{(divided by)}} \\ \text{Total projected revenue to be raised by the then-current Cross Creek total mill levy} \\ \text{(equals) = Cross Creek Regional Park maintenance percentage}$$

Step Two:

$$\text{Cross Creek Regional Park maintenance percentage} \\ \text{(multiplied by)} \\ \text{Cross Creek then-current total mill levy (as certified annually by Cross Creek Board)} \\ \text{(equals) = Regional Park Maintenance Mill Levy}$$

Cross Creek shall calculate the ad valorem property tax revenue that would have been generated on the Exclusion Property by the imposition of the Regional Park maintenance Mill Levy on the same, and shall notify District No. 1 of such amount (the "Tax Equivalent maintenance Fee") not later than January 31 of each year. Mesa Ridge shall promptly pay the fee.

SECTION III - STANDARD PROVISIONS

1. Enforcement of Contract. The Parties acknowledge and agree that this Agreement may be enforced in law or in equity by a decree of specific performance, damages, or such other legal and equitable relief as may be available to either party.

2. Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating any relationship among the Parties (including, but not necessarily limited

to, that of a partnership or a joint venture) other than as specifically described herein. No Party shall have the authority to bind the other Party to any agreement, contract, or indebtedness and no Party shall be considered the agent of any other Party to this Agreement. Nothing herein is intended to or waives any Party's immunities at law, including provisions of the Governmental Immunity Act.

3. No Third Party Beneficiaries. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law.

4. Non-waiver of Rights. No failure by a Party to insist upon the strict performance of any term, covenant or agreement contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of partial payment, shall constitute a waiver of any such term, covenant or agreement, or a waiver of any such right or remedy.

5. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

6. Term. This Agreement shall remain in effect until terminated by mutual written agreement of the Parties.

7. Integration. This Agreement is intended as the complete integration of all understandings between the Parties and constitutes the entire agreement between the Parties with respect to the subject matter herein. No prior or contemporaneous addition, deletion or other amendment to this Agreement shall have any force of effect, unless embodied herein in writing.

8. Modification. Modification or waiver of this Agreement or any covenant, condition or provisions herein shall not be valid unless in writing and duly executed by the Parties.

9. Captions. The headings, sections and paragraphs herein are included only for convenience and reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

10. Indemnification. Subject to the Colorado Governmental Immunity Act, and without waiving the provisions of the same, the Parties agree that each shall indemnify the others, their officers, employees and agents from and against any claim, damages, losses or expenses which are the result of negligent acts or omissions from their respective officers, employees or agents in connection with this Agreement.

11. Governing Law and Jurisdiction. This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Colorado, and the Parties agree that the venue and jurisdiction over any claim arising from this Agreement shall lie in the District Court of El Paso County.

12. Notice. Any written notice required by this Agreement shall be deemed delivered on the happening of any of the following: (1) hand delivery to the persons at the addresses below; (2) delivery by facsimile with confirmation of receipt to the fax number below (to be followed by the mailing of a copy of said notice); or (3) within three (3) days of being sent certified, first class mail, postage prepaid, return receipt requested addressed as follows:

District No. 1: Mesa Ridge Metropolitan District No. 1
c/o R.S. Wells LLC
Attn: Manager
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Phone: (303) 779-4525
Fax: (303) 779-2050

With copy to: Grimshaw & Haring, P.C.
Attn: Russ Dykstra
1700 Lincoln Street, Suite 3800
Denver, CO 80203
Phone: (303) 839-3845
Fax: (303) 839-3838

Cross Creek: Cross Creek Metropolitan District
c/o District Management of Southern Colorado
P.O. Box 1976
Colorado Springs, CO 80901
Phone: (719) 598-0230
Fax: (719) 329-1444

With copy to: Cross Creek Metropolitan District
c/o Susemihl, McDermott & Cowan, P.C. 660
Southpointe Court, Suite 210
Colorado Springs, CO 80906
Phone: (719) 579-6500
Fax: (719) 579-9339

Each party shall have the right, by giving written notice to the other party, to change the address at which its notices are to be received.

13. No Personal Liability. No official, director, officer, agent or employee of any Party will be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their

execution, approval, or attempted execution of this Agreement.

14. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. A facsimile transmitted copy of this Agreement executed by one of the Parties hereto will be accepted as a copy of this Agreement originally executed by such Party.

Made and entered into as of the date first written above.

MESA RIDGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
President

ATTEST:



Secretary

CROSS CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
President

ATTEST:



Secretary

EXHIBIT "A"

LEGAL DESCRIPTION:

A tract of land located in the Northeast quarter (NE1/4) of Section 29, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

BEGINNING at a the intersection of the Southerly boundary line of the Fountain Mutual Irrigation Channel as recorded in Book 5506 at Page 1290 of the records of said El Paso County and the Northeasterly boundary line of Sneffels Street as described at Reception No. 97048940 of the records of said El Paso County, the following twelve (12) courses are on said Southerly boundary line; thence: 1) N03°52'21"W a distance of 48.30 feet to a point of curve; 2) on a curve to the right having a central angle of 16°17'03", a radius of 360.00 feet for an arc distance of 102.32 feet; 3) N12°24'42"E a distance of 351.27 feet to a point of curve; 4) on a curve to the right having a central angle of 46°10'51", a radius of 20.00 feet for an arc distance of 16.12 feet; 5) N58°35'33"E a distance of 360.62 feet to a point of curve; 6) on a curve to the left having a central angle of 24°15'55", a radius of 260.00 feet for an arc distance of 110.11 feet; 7) N34°19'38"E a distance of 103.21 feet to a point of curve; 8) on a curve to the right having a central angle of 17°50'17", a radius of 160.00 feet for an arc distance of 49.81 feet; 9) N52°09'55"E a distance of 78.21 feet to a point of curve; 10) on a curve to the right having a central angle of 86°49'13", a radius of 50.00 feet for an arc distance of 75.76 feet; 11) S41°00'52"E a distance of 343.09 feet to a point of curve; 12) on a curve to the left having a central angle of 22°14'37", a radius of 220.00 feet for an arc distance of 85.41 feet to the West boundary line of North Fountain Addition No. 15 recorded in Ordinance No. 692 and in Book 5542 at Page 345 of the records of said El Paso County; thence S00°22'20"W on said West boundary line, a distance of 1151.95 feet to the Northerly right-of-way line of Mesa Ridge Parkway as described in Book 6788 at Page 538 of the records of said El Paso County, the following three (3) courses are on said Northerly right-of-way line; thence: 1) S50°45'14"W a distance of 211.69 feet to a point of curve; 2) on a curve to the right having a central angle of 90°00'00", a radius of 100.00 feet for an arc distance of 157.08 feet; 3) N39°14'46"W a distance of 5.12 feet to the Southeast corner of said Sneffels Street, the following four (4) courses are on the Northeasterly boundary line of said Sneffels Street; thence: 1) N39°14'46"W a distance of 223.86 feet to a point of curve; 2) on a curve to the left having a central angle of 11°45'40", a radius of 1040.00 feet for an arc distance of 213.48 feet; 3) N51°00'26"W a distance of 416.18 feet to a point of curve; 4) on a curve to the right having a central angle of 14°23'49", a radius of 340.00 feet for an arc distance of 85.43 feet to the POINT OF BEGINNING and containing 25.065 acres of land, more or less.

Prepared By: John L. Bailey, PLS #19586
for and on behalf of Rockwell Consulting, Inc.
1955 N. Union Blvd., Suite 200
Colorado Springs, CO 80909

LOCATED IN A PORTION OF
THE NE1/4 OF SECTION 29,
T-15-S, R-65-W OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

JOB NO. 05-068

PAGE 1 OF 2
FILE: 05068EXL.DWG
DATE: 02/21/07



El Paso County Schedule Information

Schedule Number: 5529400008

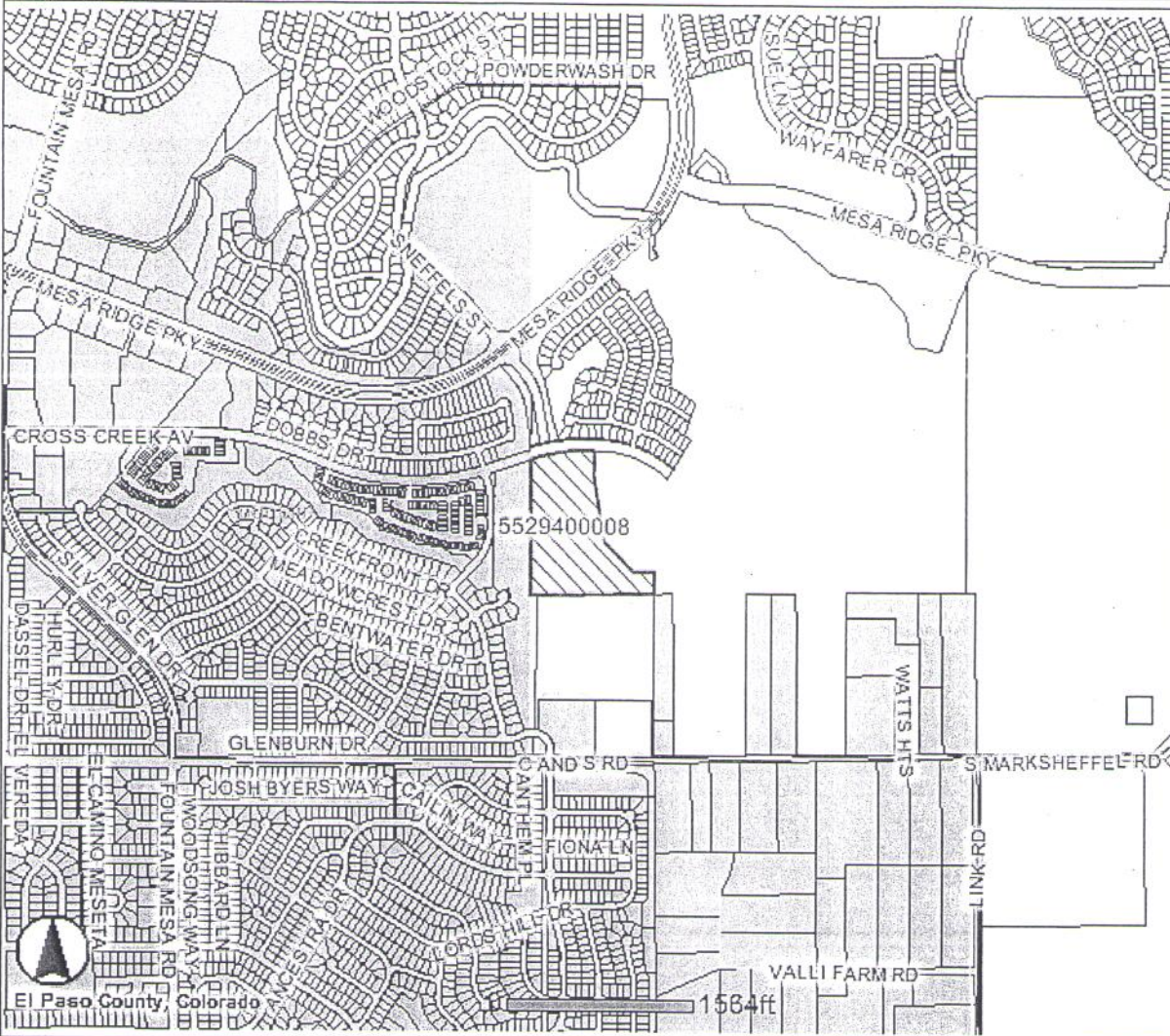
Schedule Address: 0 29-15-65

Schedule Owner: CROSS CREEK METROPOLITAN DISTRICT

Zoned: (Not County Zoned)

Area: 17.32 Acres

Owner Mailing Address: PO BOX 1976



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El Paso County Schedule Information

Schedule Number: 5529401004

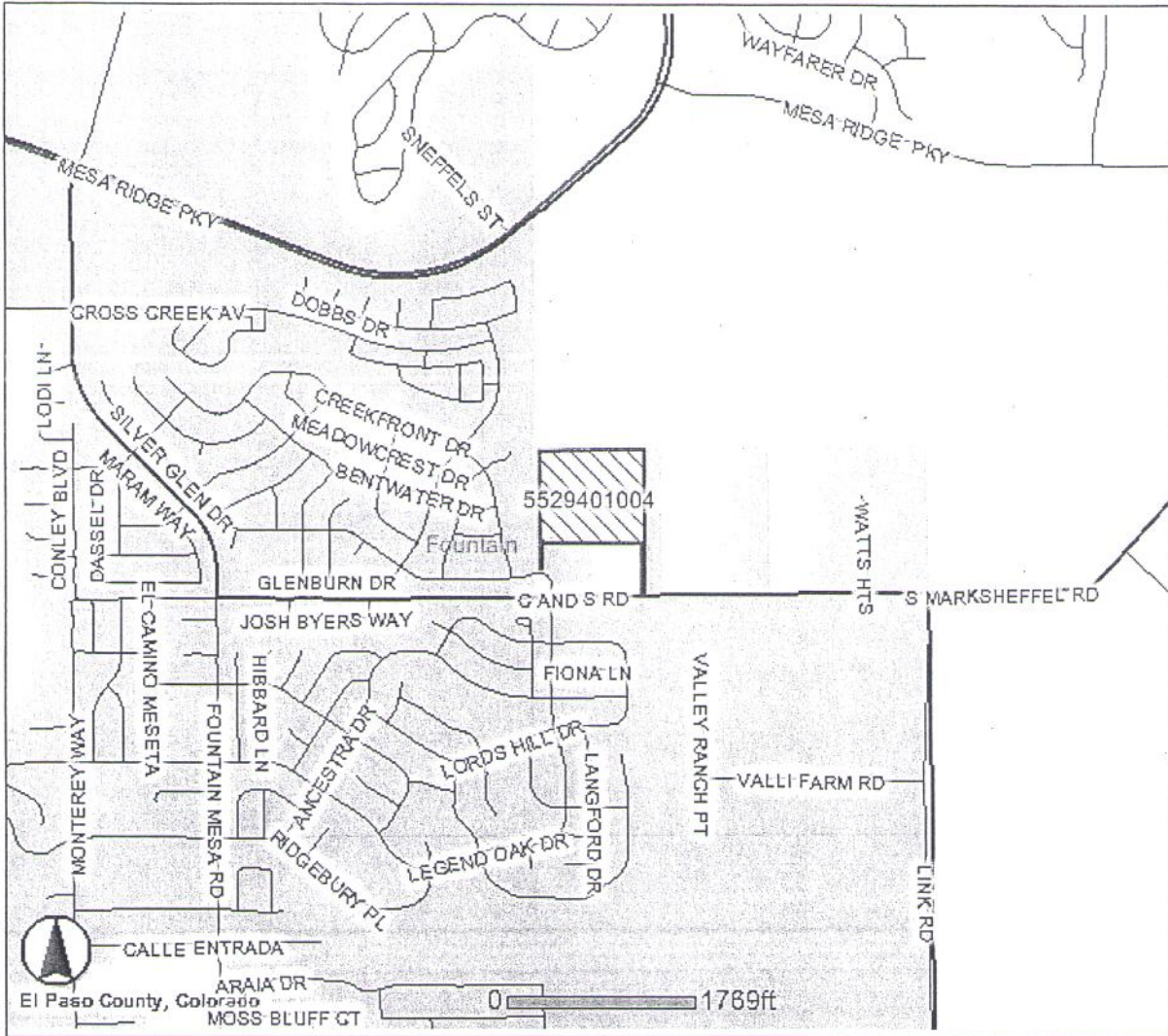
Schedule Address: 7770 C & S RD

Schedule Owner: CROSS CREEK METROPOLITAN DISTRICT

Zoned: (Not County Zoned)

Area: 19.45 Acres

Owner Mailing Address: PO BOX 1976



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El Paso County Schedule Information

Schedule Number: 5529401006

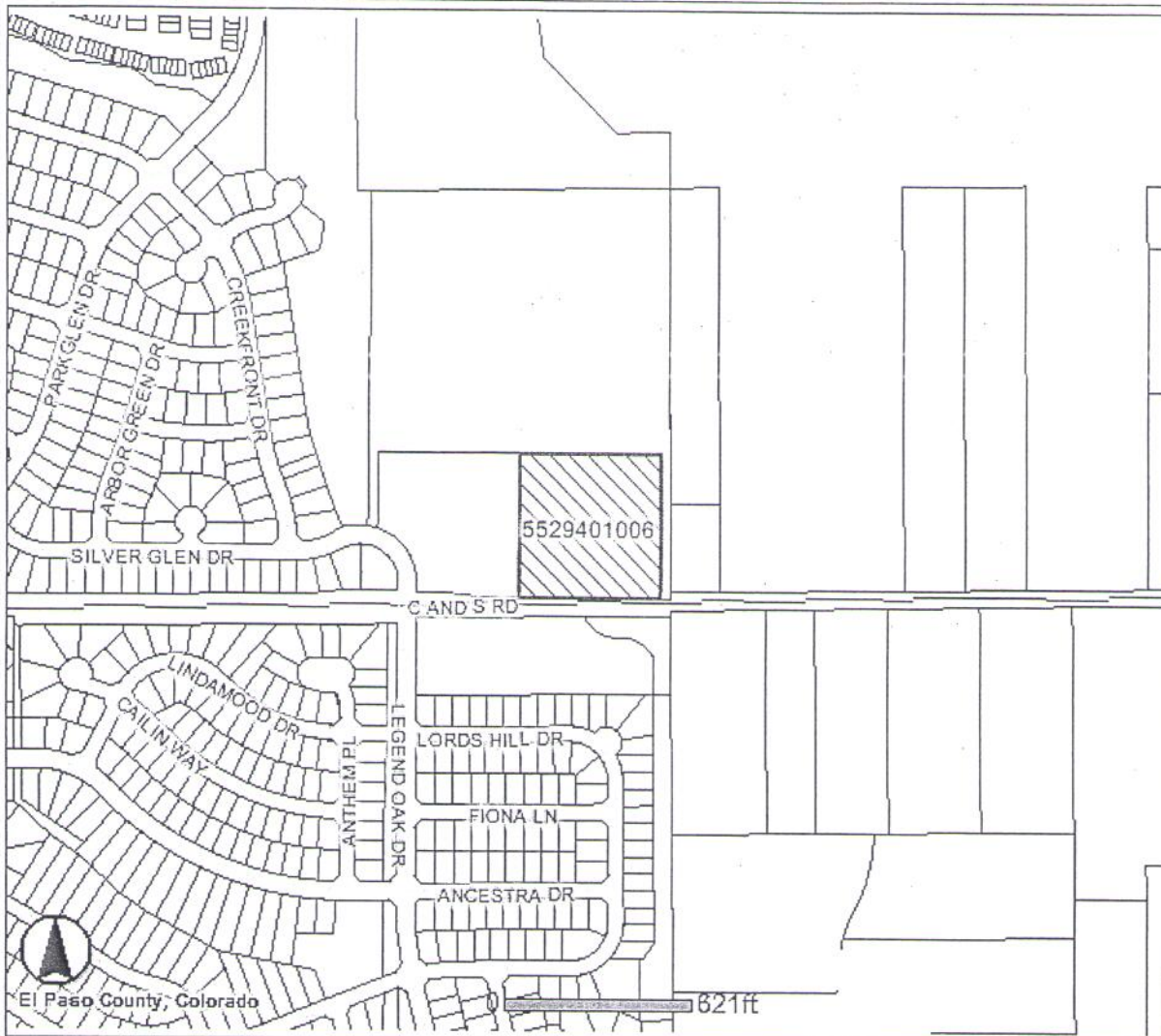
Schedule Address: 7760 C & S RD

Schedule Owner: CROSS CREEK METROPOLITAN DISTRICT

Zoned: (Not County Zoned)

Area: 4.91 Acres

Owner Mailing Address: PO BOX 1976



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El Paso County Schedule Information

Schedule Number: 5529401005

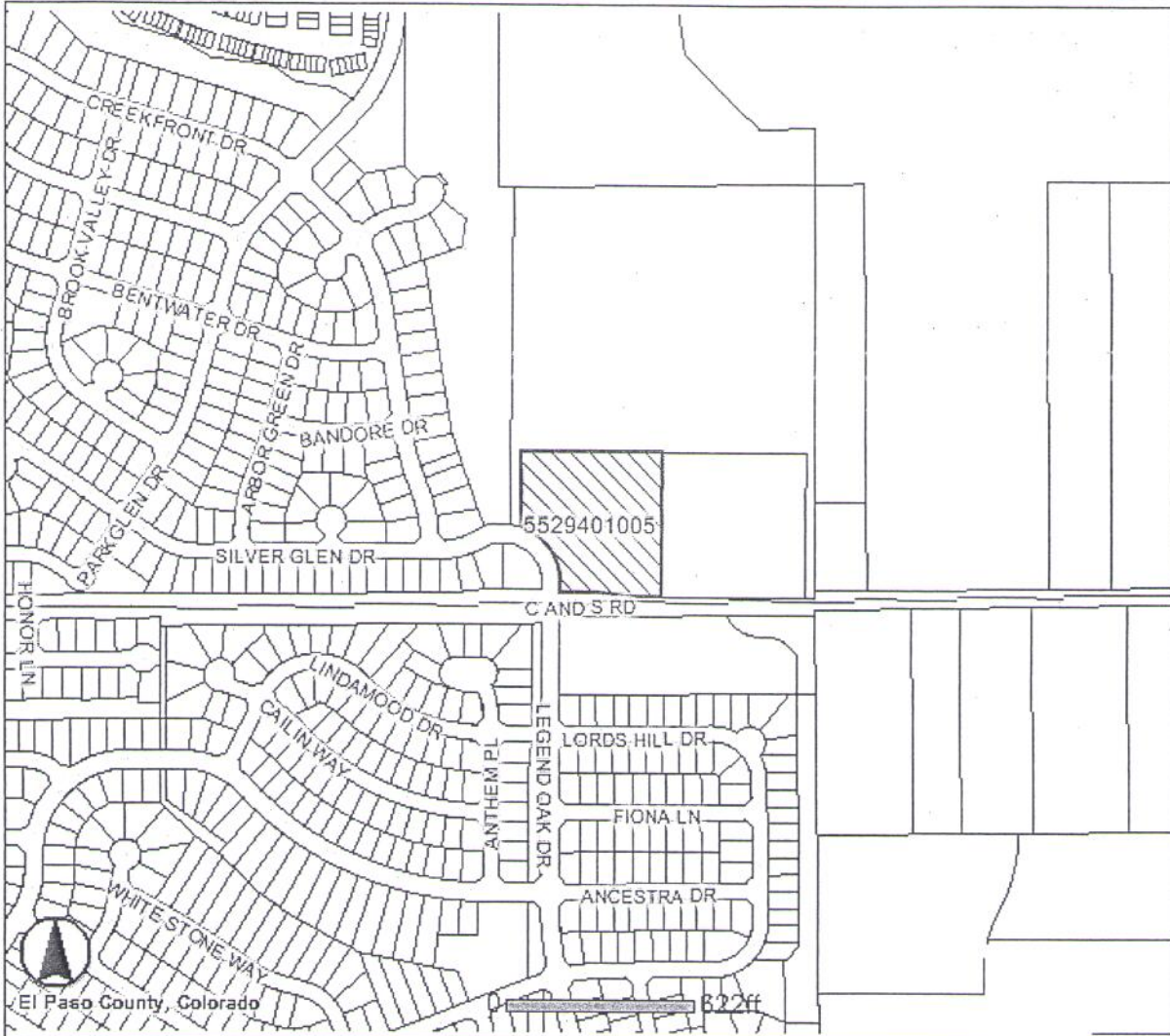
Schedule Address: 7750 C & S RD

Schedule Owner: CROSS CREEK METROPOLITAN DISTRICT

Zoned: (Not County Zoned)

Area: 4.34 Acres

Owner Mailing Address: PO BOX 1976



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El Paso County Schedule Information

Schedule Number: 5529400007

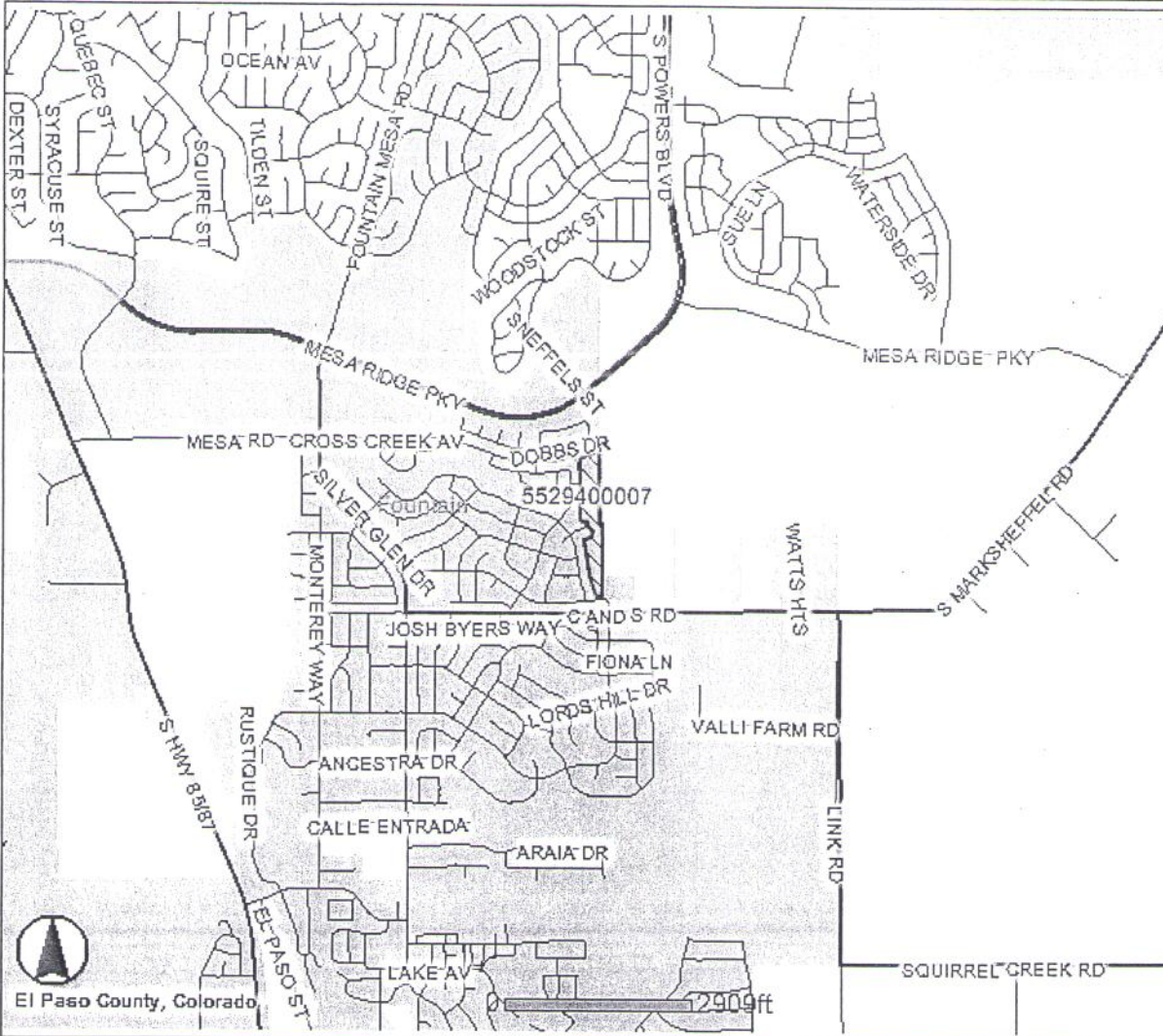
Schedule Address: 0 29-15-65

Schedule Owner: CROSS CREEK METROPOLITAN DISTRICT

Zoned: (Not County Zoned)

Area: 13.81 Acres

Owner Mailing Address: PO BOX 1976



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El Paso County Schedule Information

Schedule Number: 5529400009

Schedule Address: 0 29-15-65

Schedule Owner: CROSS CREEK METROPOLITAN DISTRICT

Zoned: (Not County Zoned)

Area: 14,136 Square Feet

Owner Mailing Address: PO BOX 1976



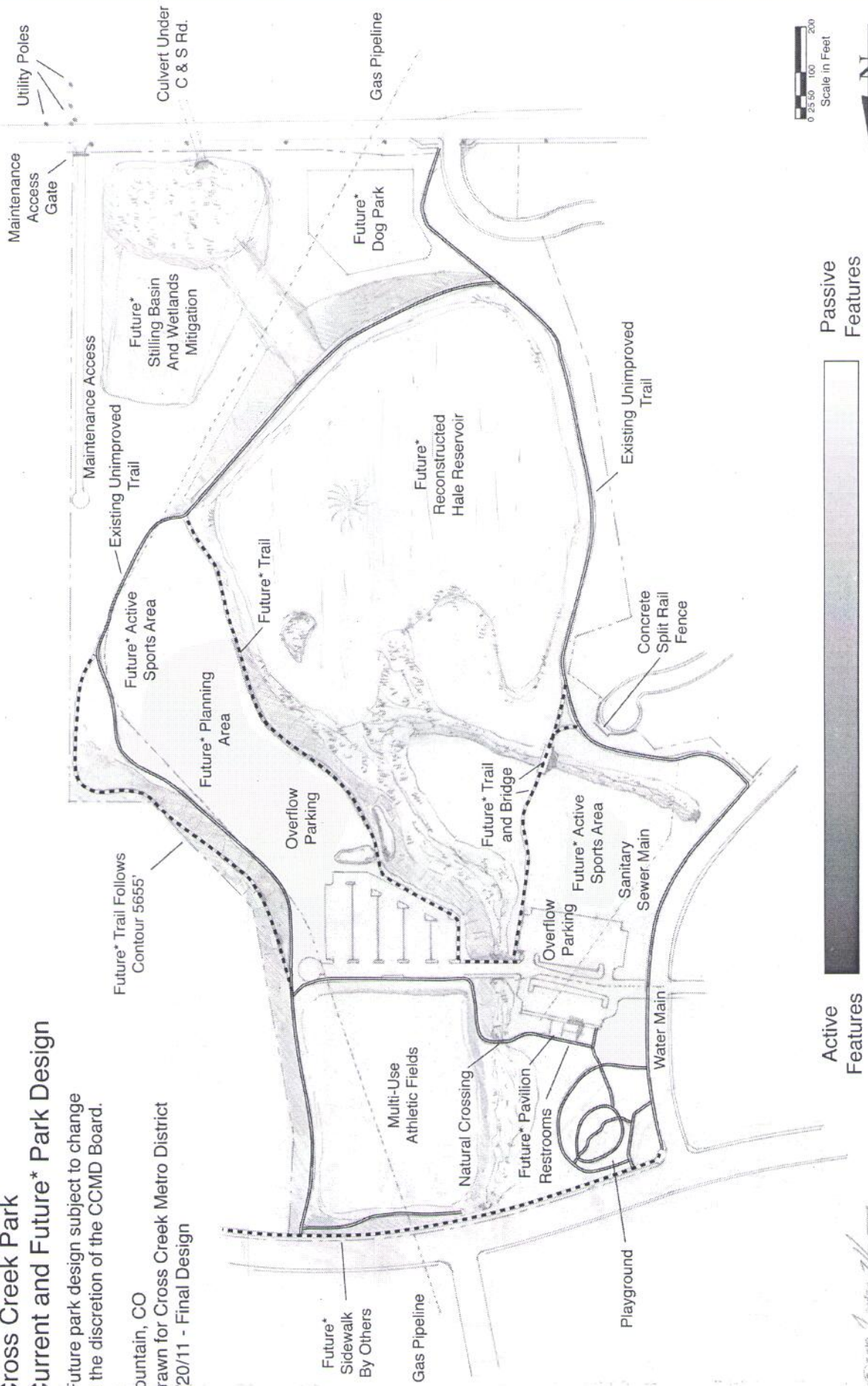
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Exhibit B to the Mesa Ridge Intergovernmental Agreement

Cross Creek Park Current and Future* Park Design

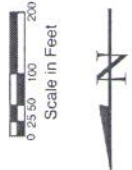
*Future park design subject to change at the discretion of the CCMD Board.

Fountain, CO
 Drawn for Cross Creek Metro District
 1/20/11 - Final Design



Active Features

Passive Features



Signature

EXHIBIT C

Mesa Ridge Filing No. 6

A tract of land being a portion of the North 1/2 of Section 29, Township 15 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 6, Markets at Mesa Ridge Filing No. 1 as recorded at Reception No. 200014338 of the records of said El Paso County, the following three (3) courses are on the Easterly boundary line of said Markets at Mesa Ridge Filing No. 1; thence: 1) N00°00'00"W a distance of 150.94 feet; 2) N25°00'00"E a distance of 200.00 feet; 3) N35°00'00"W a distance of 375.00 feet to the Southerly boundary line of the Main Canal of the Fountain Mutual Irrigation Company as described in Book 5992 at Page 1279 of the records of said El Paso County, the following twenty-three (23) courses are on said Southerly boundary line; thence: 1) N50°23'25"E a distance of 70.00 feet to a point of curve; 2) on said curve to the left having a central angle of 45°29'30", a radius of 505.00 feet for an arc distance of 400.96 feet; 3) N04°53'55"E a distance of 95.20 feet to a point of curve; 4) on said curve to the right having a central angle of 57°18'00", a radius of 10.00 feet for an arc distance of 10.00 feet; 5) N62°11'55"E a distance of 151.50 feet to a point of curve; 6) on said curve to the left having a central angle of 26°01'00", a radius of 180.00 feet for an arc distance of 81.73 feet; 7) N36°10'55"E a distance of 31.90 feet to a point of curve; 8) on said curve to the right having a central angle of 80°05'00", a radius of 50.00 feet for an arc distance of 69.89 feet; 9) S63°44'05"E a distance of 167.90 feet to a point of curve; 10) on said curve to the right having a central angle of 68°01'00", a radius of 10.00 feet for an arc distance of 11.87 feet; 11) S04°16'55"W a distance of 123.60 feet to a point of curve; 12) on said curve to the right having a central angle of 27°22'00", a radius of 175.00 feet for an arc distance of 83.59 feet; 13) S31°38'55"W a distance of 7.60 feet to a point of curve; 14) on said curve to the left having a central angle of 50°24'30", a radius of 90.00 feet for an arc distance of 79.18 feet; 15) S18°45'35"E a distance of 59.00 feet to a point of curve; 16) on said curve to the right having a central angle of 12°16'00", a radius of 200.00 feet for an arc distance of 42.82 feet; 17) S06°29'35"E a distance of 98.10 feet to a point of curve; 18) on said curve to the left having a central angle of 138°32'00", a radius of 105.00 feet for an arc distance of 253.88 feet; 19) N34°58'25"E a distance of 192.80 feet to a point of curve; 20) on said curve to the right having a central angle of 24°10'00", a radius of 30.00 feet for an arc distance of 12.65 feet; 21) N59°08'25"E a distance of 90.40 feet to a point of curve; 22) on said curve to the right having a central angle of 111°37'38", a radius of 10.00 feet for an arc distance of 19.48 feet; 23) S09°13'56"E a distance of 39.64 feet to a point on a curve on the Northwesterly boundary line of the Main Canal as described in Book 5506 at Page 1290 of the records of said El Paso County, the following nine (9) courses are on the Southwesterly boundary line of said Main Canal as described in Book 5506 at Page 1290; thence: 1) Southwesterly on said curve to the right having a central angle of 00°25'52", a radius of 1495.00 feet for an arc distance of 11.25 feet, whose chord bears S53°29'41"W; 2) S09°13'56"E a distance of 58.20 feet to a point of curve; 3) on said curve to the left having a central angle of 11°58'41", a radius of 390.00 feet for an arc distance of 81.53 feet; 4) S21°12'37"E a distance of 101.95 feet to a point of curve; 5)

on said curve to the right having a central angle of $47^{\circ}26'19''$, a radius of 40.00 feet for an arc distance of 33.12 feet; 6) $S26^{\circ}13'42''W$ a distance of 72.43 feet to a point of curve; 7) on said curve to the left having a central angle of $39^{\circ}03'36''$, a radius of 120.00 feet for an arc distance of 81.81 feet; 8) $S12^{\circ}49'54''E$ a distance of 450.75 feet to a point of curve; 9) on said curve to the left having a central angle of $25^{\circ}33'56''$, a radius of 165.00 feet for an arc distance of 73.62 feet; thence $S51^{\circ}36'10''W$ a distance of 249.32 feet; thence $N83^{\circ}39'05''W$ a distance of 54.69 feet an angle point in the Northerly right-of-way line of Mesa Ridge Parkway as described in Book 6788 at Page 538 of the records of said El Paso County, the following three (3) courses are on said Northerly right-of-way line; thence: 1) $N69^{\circ}09'32''W$ a distance of 80.00 feet to a point on a curve; 2) Southwesterly on said curve to the right having a central angle of $90^{\circ}00'00''$, a radius of 100.00 feet for an arc distance of 157.08 feet, whose chord bears $S65^{\circ}50'28''W$; 3) $N69^{\circ}09'32''W$ a distance of 690.94 feet to the Point of Beginning, containing 26.083 acres of land, more or less.

Mesa Ridge Filing No. 7

A tract of land being a portion of the North 1/2 of Section 29, Township 15 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

BEGINNING at the Eastern most corner of Mesa Ridge Subdivision Filing No. 6 as recorded at Reception No. 208712745 of the records of said El Paso County, a point on a curve, on the Southerly boundary line of the tract of land described in Book 5506 at Page 1290 of the records of said El Paso County, the following eight (8) courses are on the Southerly and Easterly boundary line of said tract of land; thence: 1) Southeasterly on a curve to the left having a central angle of $14^{\circ}54'06''$, a radius of 165.00 feet for an arc distance of 42.91 feet, whose chord bears $S45^{\circ}50'53''E$; 2) $S53^{\circ}17'56''E$ a distance of 119.23 feet to a point of curve; 3) Easterly on said curve to the left having a central angle of $52^{\circ}22'33''$, a radius of 150.00 feet for an arc distance of 137.12 feet; 4) $N74^{\circ}19'31''E$ a distance of 175.64 feet to a point of curve; 5) Northeasterly on said curve to the left having a central angle of $38^{\circ}21'18''$, a radius of 165.00 feet for an arc distance of 110.45 feet; 6) $N35^{\circ}58'13''E$ a distance of 294.27 feet to a point of curve; 7) Northerly on said curve to the left having a central angle of $39^{\circ}50'34''$, a radius of 420.00 feet for an arc distance of 292.06 feet; 8) $N03^{\circ}52'21''W$ on said Easterly line and the Easterly line of the tract of land described in Book 5727 at Page 101 of the records of said El Paso County, a distance of 181.75 feet to a point on a curve, the following five (5) courses are on the Northeasterly and Southeasterly right-of-way line of Sneffels Street right of way as described at Reception No. 97048940 of the records of said El Paso County; thence: 1) Southeasterly on a curve to the left having a central angle of $14^{\circ}23'49''$, a radius of 340.00 feet for an arc distance of 85.43 feet, whose chord bears $S43^{\circ}48'32''E$; 2) $S51^{\circ}00'26''E$ a distance of 416.18 feet to a point of curve; 3) Southeasterly on said curve to the right having a central angle of $11^{\circ}45'40''$, a radius of 1040.00 feet for an arc distance of 213.48 feet; 4) $S39^{\circ}14'46''E$ a distance of 223.86 feet to a common corner of said Sneffels Street and the Northerly right of way of Mesa Ridge Parkway as described in Book 6788 at Page 538 of the records of said El Paso County; 5) $S50^{\circ}45'14''W$ on said common line, a distance of 80.00 feet to a point on a curve, being the most Southerly right of way corner of said Sneffels Street, the following four (4) courses are on the Northerly right-of-way line of said Mesa Ridge Parkway; thence: 1) Southwesterly on said curve to the right having a central angle of $94^{\circ}51'59''$ ($94^{\circ}52'00''$ of record), a radius of 100.00 feet for an arc distance of 165.57 feet, whose chord bears $S08^{\circ}11'14''W$ to a point of compound curve; 2) Westerly on said curve to the right having a central angle of $55^{\circ}13'15''$ ($55^{\circ}13'14''$ of record), a radius of 1520.00 feet for an arc distance of 1464.95 feet ($1464.94'$ of record); 3) $N69^{\circ}09'32''W$ a distance of 148.93 feet to a point of curve; 4) Northwesterly on said curve to the right having a central angle of $90^{\circ}00'00''$, a radius of 100.00 feet for an arc distance of 157.08 feet to an angle point on the Southerly boundary of said Filing No. 6, the following three (3) courses are on the Southeasterly boundary line of said Filing No. 6; thence: 1) $S83^{\circ}39'05''E$ a distance of 54.69; 2) $N51^{\circ}36'10''E$ a distance of 249.32 feet to the Point of Beginning, containing 18.248 acres of land, more or less.

Tract A, Mesa Ridge Filing No. 4 as recorded at Reception No. 206712221, of the records of El Paso County, Colorado, containing 0.735 acres of land, more or less.

MESA RIDGE SUBDIVISION FILING NO. 7

A SUBDIVISION OF A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF FOUNTAIN, EL PASO COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

That MESA RIDGE SUBDIVISION FILING NO. 7, U.G., is a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, being more particularly described as follows: [Detailed description of land parcels and survey details follows]

IN WITNESS WHEREOF:

The abovesigned have executed these presents this 14th day of August, 2008 A.D.

WITNESSES:
Notary Public, My Comm. Expires 11/1/09

NOTARIAL:

STATE OF COLORADO)
COUNTY OF EL PASO) SS

I, the undersigned, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as presented to me by the undersigned.

My Commission Expires: 11/1/09

Notary Public, My Comm. Expires 11/1/09



EDUCATION:

The above property is subject to any and all taxes levied by the State of Colorado, and the City of Fountain, Colorado, and any other taxing authority having jurisdiction over the same. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.

NOTICE IS HEREBY GIVEN:

That the area included in the plat described herein is subject to the provisions of the Colorado Subdivision Act, and the City of Fountain, Colorado, and any other taxing authority having jurisdiction over the same. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.

EASEMENTS:

Unless otherwise specified, all easements shall be subject to the provisions of the Colorado Subdivision Act, and the City of Fountain, Colorado, and any other taxing authority having jurisdiction over the same. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.

GEOTECHNICAL INFORMATION:

A geotechnical investigation has been performed by [Name], a registered professional engineer in the State of Colorado, and the results of the investigation are set forth in the report attached hereto. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.

NOTES:

1. The property is subject to the provisions of the Colorado Subdivision Act, and the City of Fountain, Colorado, and any other taxing authority having jurisdiction over the same.
2. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
3. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
4. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
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8. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
9. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
10. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
11. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
12. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
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19. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.
20. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.

FEES:

REGISTRATION AND BOOK FEES: One-half Cent and Property Tax in recollection of this subdivision and the recording thereof shall be paid prior to the issuance of a building permit for each subdivided lot.



Vicinity Map

NOTES: (CONTINUED)

21. This property is subject to the provisions of the Colorado Subdivision Act, and the City of Fountain, Colorado, and any other taxing authority having jurisdiction over the same.
22. The owner of the above property is advised that the City of Fountain, Colorado, has a public utility easement over the above property for the purpose of providing water and sewer service to the property.

SURVEYOR'S CERTIFICATION:

I, the undersigned, Registered Professional Land Surveyor, do hereby certify that the above property is a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, and that the same is as shown on the plat attached hereto. I am a duly licensed and registered professional land surveyor in the State of Colorado, and my commission expires on [Date].

RATIFICATION OF PLAT:

I, the undersigned, Notary Public, do hereby certify that the above property is a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, and that the same is as shown on the plat attached hereto. I am a duly licensed and registered professional notary public in the State of Colorado, and my commission expires on [Date].

KNOW ALL MEN BY THESE PRESENTS:

The City of Fountain, Colorado, authorized the platting of the above property as a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, and that the same is as shown on the plat attached hereto. I am a duly licensed and registered professional land surveyor in the State of Colorado, and my commission expires on [Date].

FILING APPROVALS:

I, the undersigned, Notary Public, do hereby certify that the above property is a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, and that the same is as shown on the plat attached hereto. I am a duly licensed and registered professional notary public in the State of Colorado, and my commission expires on [Date].

RECORDING:

I, the undersigned, Notary Public, do hereby certify that the above property is a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, and that the same is as shown on the plat attached hereto. I am a duly licensed and registered professional notary public in the State of Colorado, and my commission expires on [Date].

STATE OF COLORADO:

I, the undersigned, Notary Public, do hereby certify that the above property is a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, and that the same is as shown on the plat attached hereto. I am a duly licensed and registered professional notary public in the State of Colorado, and my commission expires on [Date].

EL PASO COUNTY:

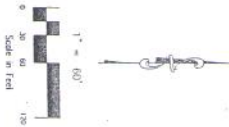
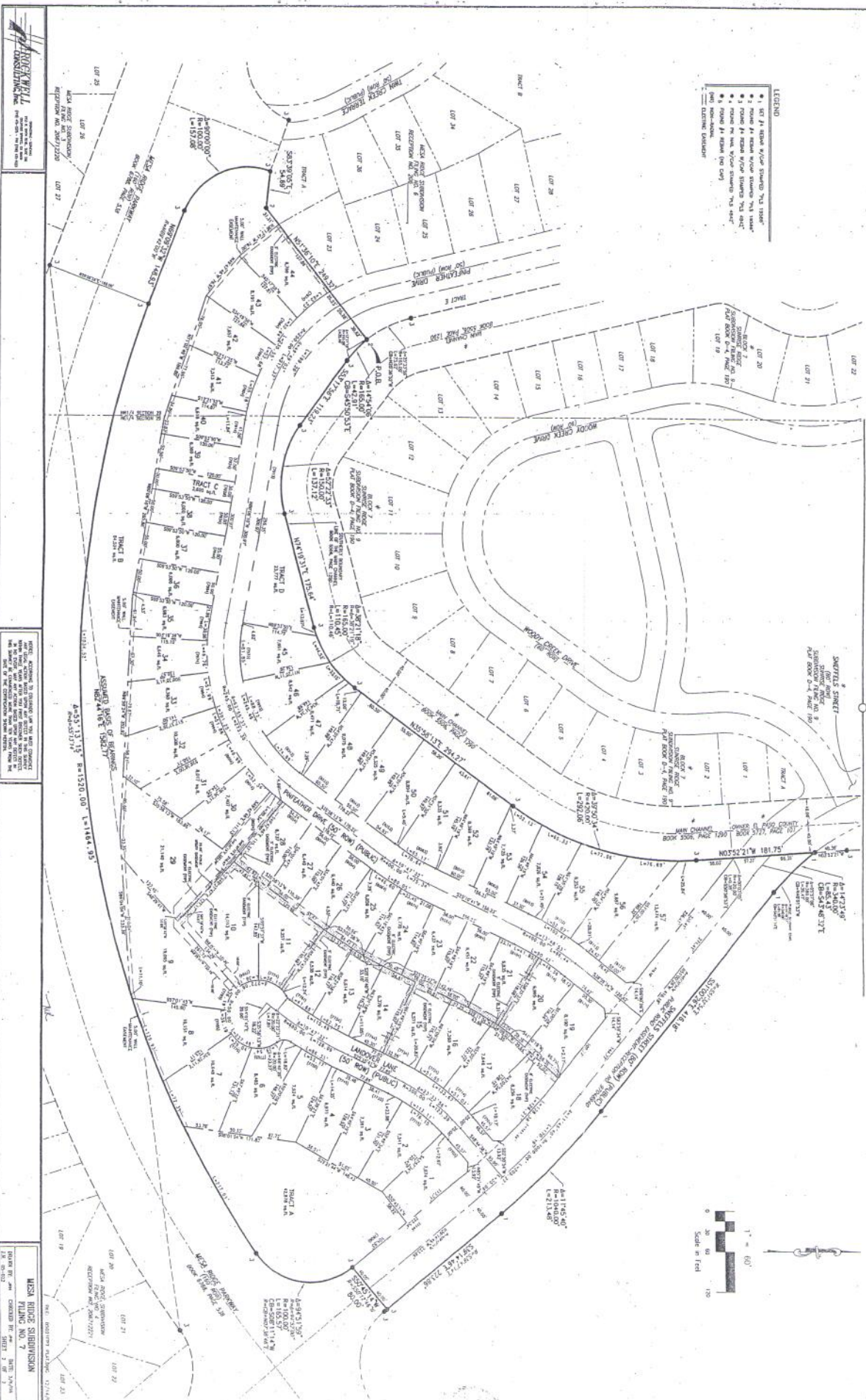
I, the undersigned, Notary Public, do hereby certify that the above property is a subdivision of a portion of the North Half of Section 29, Township 15 South, Range 65 West of the 6th P.M., City of Fountain, El Paso County, Colorado, and that the same is as shown on the plat attached hereto. I am a duly licensed and registered professional notary public in the State of Colorado, and my commission expires on [Date].

MESA RIDGE SUBDIVISION
FILING NO. 7
DATE OF FILING: 8/14/08
FILED AT: FOUNTAIN, CO.

ROBERT C. BROWN, REGISTERED
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/1/09

MESA RIDGE SUBDIVISION FILING NO. 7

- LEGEND**
- 1 LOT #1 AREA (SEE SHEET 7) THIS TRACT
 - 2 ROAD #1 AREA (SEE SHEET 7) THIS TRACT
 - 3 ROAD #2 AREA (SEE SHEET 7) THIS TRACT
 - 4 ROAD #3 AREA (SEE SHEET 7) THIS TRACT
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ROCKWELL CONSULTING, INC.
 1000 N. CENTRAL AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: (303) 733-1111
 FAX: (303) 733-1112
 WWW.ROCKWELLCONSULTING.COM

THESE RECORDS TO BE KEPT IN THE OFFICE OF THE COUNTY CLERK OF DENVER COUNTY, COLORADO, FOR THE TERM OF YEARS SPECIFIED IN THE INSTRUMENT. THE INSTRUMENT IS TO BE KEPT IN THE OFFICE OF THE COUNTY CLERK OF DENVER COUNTY, COLORADO, FOR THE TERM OF YEARS SPECIFIED IN THE INSTRUMENT.

MESA RIDGE SUBDIVISION
 FILING NO. 7
 SHEET 3 OF 7

EXHIBIT D

RESOLUTION AUTHORIZING MESA RIDGE PARK FEE

A RESOLUTION OF THE BOARDS OF DIRECTORS OF THE MESA RIDGE METROPOLITAN DISTRICT NOS. 1 AND 2, CITY OF FOUNTAIN, COUNTY OF EL PASO, STATE OF COLORADO, ADOPTING A PARK FEE

WHEREAS, the Mesa Ridge Metropolitan District Nos. 1 and 2, City of Fountain, County of El Paso, Colorado (the "Districts"), are quasi-municipal corporations and political subdivisions of the State of Colorado; and

WHEREAS, the Districts were formed to assist in the provision of certain public infrastructure to a master planned residential community known as Mesa Ridge, including certain street, water, wastewater, storm drainage, park and recreation-related improvements, and other improvements as more particularly described in the Districts' Service Plan; and

WHEREAS, District No. 1 anticipates entering into an intergovernmental agreement with the Cross Creek Metropolitan District ("Cross Creek") related to financing a regional park to benefit the current and future residents of both Cross Creek and the Districts (the "Park Improvements"); and

WHEREAS, the Districts are authorized pursuant to Section 32-1-1001(1)(j)(I), C.R.S. to fix fees and penalties for services or facilities provided by the Districts; and

WHEREAS, the Districts' Service Plan, as the same was approved by the Board of County Commissioners of El Paso County, contemplates that the Districts may finance, design, construct and install the Park Improvements to serve the future inhabitants of the Property (defined below); and

WHEREAS, the Districts' Service Plan authorizes either of the Districts to impose fees to assist with the financing of the Park Improvements; and

WHEREAS, certain property described on **Exhibit 1** attached hereto and incorporated herein by this reference will be benefited by the Park Improvements (the "Property"); and

WHEREAS, it is the intention of District No. 2 that one (1) Fee be paid per Unit (defined herein); and

WHEREAS, the Districts desire to adopt this Resolution to assure that builders are required to pay the Fees necessary to assist with the financing of the Park Improvements, and to otherwise clarify procedures for payment of Fees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF DIRECTORS OF THE MESA RIDGE METROPOLITAN DISTRICT NOS. 1 AND 2 AS FOLLOWS:

1. The Boards have determined, and do hereby determine that it is in the best interests of the Districts and their respective future property owners and inhabitants to exercise their power granted by statute to establish a Mesa Ridge Park Fee (the "Fee(s)") to be imposed upon the Property.

2. The Fee shall be assessed on each Unit constructed within the boundaries of the Property, and shall be considered due and payable to District No. 1 at such time as the City of Fountain or other governmental entity then having jurisdiction issues a building permit for the Unit(s) on which a Fee is assessed. Nothing in this Resolution shall prohibit a developer or builder from prepaying the Fee for a Unit prior to the time a building permit is issued.

3. The Fee shall be imposed at the rate shown in the schedule below, beginning upon the effective date of this Resolution. A "Unit" means a residential unit to be constructed on a lot as shown on a recorded plat for the Property or any portion thereof, which has been subdivided for the construction of a detached single family dwelling unit, attached single family dwelling units, or multi-family dwelling units.

Mesa Ridge – Mesa Ridge Park Fee Schedule

<u>Lot Type</u>	<u>Fee</u>
Detached Single Family	\$1,863.30 per Unit, or such other amount as then imposed and collected by the City of Fountain as its park fee
Attached Single Family / Multi Family	\$1,863.30 per Unit, or such other amount as then imposed and collected by the City of Fountain as its park fee

4. In the event the City of Fountain ceases to impose and collect a "park fee," District No. 1 shall, after posting public notice of a special meeting in accordance with law, conduct a public hearing to set the amount of the Fee. In no event shall the City's decision to cease imposing or collecting a park fee affect the validity of the Fee established by this Resolution.

5. Any unpaid Fees shall constitute a statutory and perpetual lien against the Property pursuant to Section 32-1-1001(1)(j)(I), C.R.S., such lien being a charge imposed for the provision of the services and facilities to the Property. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of El Paso County, Colorado.

6. Failure to make payment of the Fees due hereunder shall constitute a default in the payment of such Fees. Upon a default, interest shall accrue on such total amount of Fees due

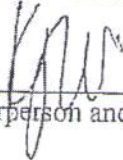
at the rate of twelve percent (12%) per annum and District No. 1 shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including but not limited to foreclosure of its perpetual lien. The defaulting property owner shall pay all costs, including attorneys' fees, incurred by District No. 1 in connection with the foregoing. In foreclosing its lien, District No. 1 will enforce the lien only to the extent necessary to collect unpaid fees, interest and costs.

7. Judicial 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 circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.


8. Inquiries pertaining to the Fees may be directed to the Districts' general counsel at: Grimshaw & Haring, P.C., 1700 Lincoln Street, Suite 3800, Denver, Colorado 80203.

RESOLUTION APPROVED AND ADOPTED this ___ day of _____, 2008.

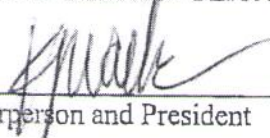
MESA RIDGE METROPOLITAN DISTRICT
NO. 1

By: 
Chairperson and President


Attest:


Secretary

MESA RIDGE METROPOLITAN DISTRICT
NO. 2

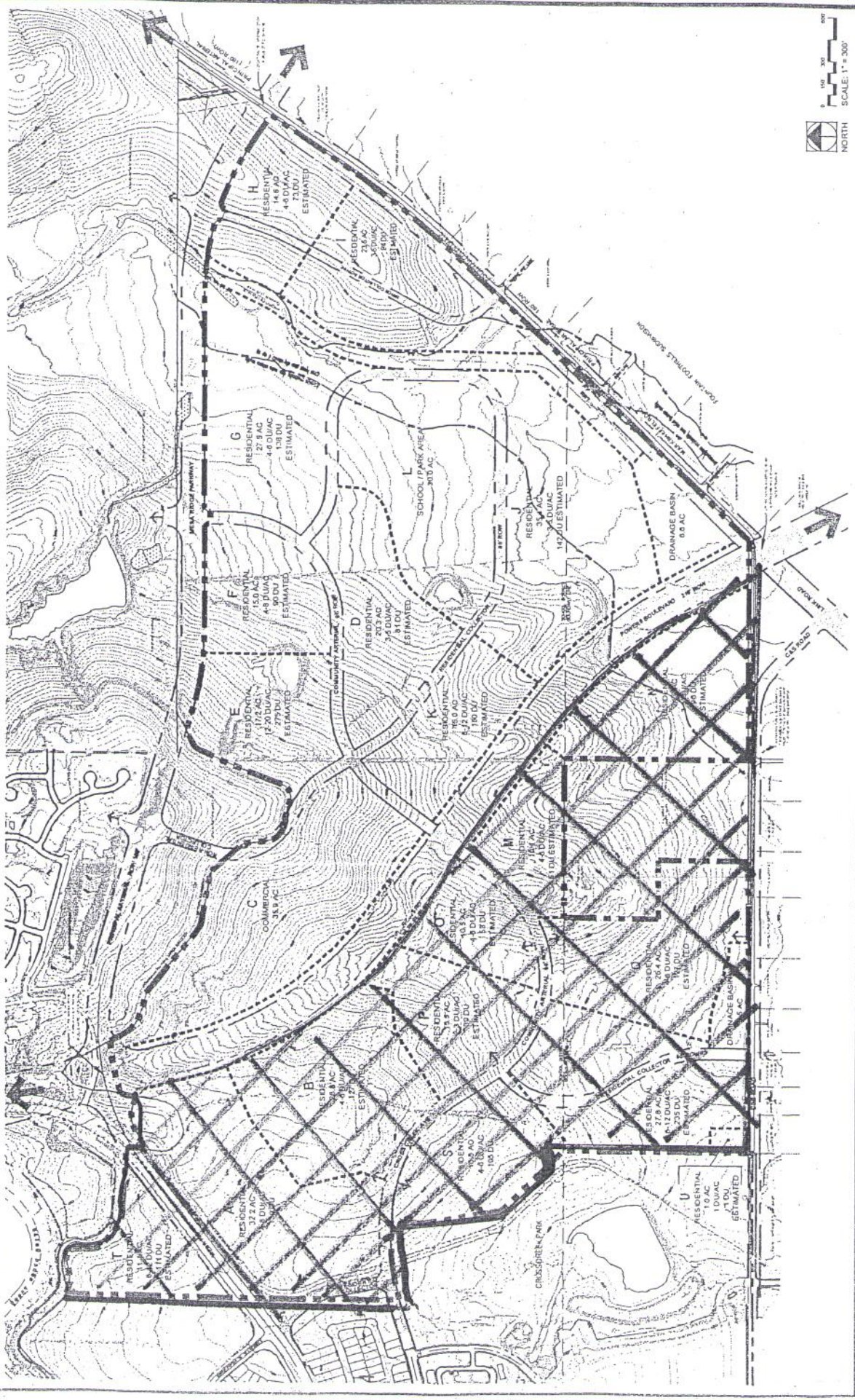
By: 
Chairperson and President

Attest:


Secretary

MESA RIDGE

OVERALL DEVELOPMENT PLAN AMENDMENT CITY OF FOUNTAIN, COLORADO



SCALE: 1" = 300'

DATE	DESCRIPTION	BY	CHK'D
11/13/08	REVISED
...

EXHIBIT E

PAYMENT SCHEDULE - REGIONAL PARK

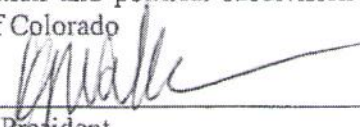
Mesa Ridge Metropolitan District No. 1 shall remit the Mesa Ridge Contribution to Cross Creek Metropolitan District upon receipt of the funds, but no less than quarterly:

2008

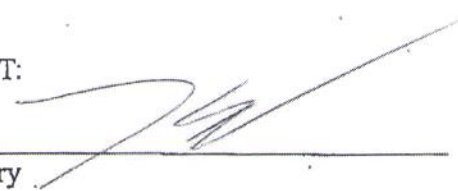
Total: \$2,500,000.00

Approved this ___ day of _____, 200__.

MESA RIDGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
President

ATTEST:


Secretary

CROSS CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

ATTEST:

Secretary