
Cascade Metropolitan District No. 1

614 N. Tejon Street
Colorado Springs, Colorado 80903



Triangle Building

Auction Documents

March 15, 2022

The District

The Cascade Metropolitan District No. 1 is a Title 32 Special District formed in 2004 by the El Paso County Board of County Commissioners to treat and deliver water to the customers of the District in Cascade Colorado.

The District was the successor to the Cascade Town Company and the Cascade Public Service Company which were purchased by a developer who formed the District. The water service had been provided by the Company in various forms since the 1920's.

The District operated the water company from 2004 through December 1, 2020, when the ownership and operations of the water system – both transmission and distribution services – was transferred to the Colorado Springs Utilities enterprise.

The District continues to operate as an entity that borrowed bond proceeds in 2015 and will continue to collect debt service payments through the end of the term of the bond in 2036.

The District retained certain assets that were not needed by CSU. The District has worked on disposing of these various assets per direction of the Board of Directors of the District and in accordance with state statute. The proceeds of the sale of assets will be used to pay the District's legal obligations.

The Board has determined that the best mechanism for establishing a fair market value is to have a public auction process available to all.

The Property

The property is located at the intersection of Emporia Ave. and Fountain Avenue. An image from Google Earth is attached as Exhibit A.

The El Paso County Assessor describes the property as tax schedule number 83262-07-002. See the attached Assessor record Exhibit B. The Assessor establishes no physical address for the property.

The Assessor represents the property as 1,000 square feet with an improvement of 173 sf that was built in 1920. These representations are not independently verified by the District.

The legal description of the property is confirmed on the Title Research Document attached as Exhibit C. The legal owner of the property is Cascade Metropolitan District No. 1. The District makes no other representations as to other encumbrances on the property.

The property was platted as a Tract in the Plat of the Town of Cascade recorded in the records of El Paso County at Book A, Page 195 on August 27, 1887. See attached Exhibit D for a copy of the plat. The adjacent properties were replatted in The Plat of Resubdivision of Blocks 10, 11, 12 and 13, of the Town Of Cascade Recorded July 30, 1929 In Book R At Page 9. See Exhibit E. Other plats or instruments may affect the property and the District has not researched this any further and makes no representations as to other property encumbrances.

The property has not been surveyed.

The property has not been subject to property taxes as it has been owned by an exempt entity. The property may become subject to property taxes if it is transferred to a nonexempt entity. The District makes not representation as to the future taxes on the property.

The property is subject to zoning, building and other regulations under the jurisdiction of El Paso County. The Property appears to be zoned in the County as R-T – Residential Topographic (see Exhibit F). This designation is presented in part as Exhibit G. Further investigation into the property's zoning restrictions was not undertaken by the District and the District does not make any representations as to the current use status and future allowed uses. The District encourages potential bidders to contact the El Paso County Development Services Department at (719) 520-6300 for more information.

The property is NOT SERVED BY WATER OR WASTEWATER FACILITIES. Electric (CSU) and natural gas service (Black Hills Energy) may be available subject to utility regulations and tariffs. The District makes no representation as to the adequacy, availability, or other issues related to utility availability.

The Auction Process

The District will sponsor an auction process for the sale of the Triangle Building as follows:

1. WSDM, LLC (Walker Schooler District Managers) is the District Manager and will conduct the process described below.
2. All communications regarding the process and the property will be directed to WSDM.
3. Questions should NOT be directed to Board Members or the District's Counsel. Board members will not be able to answer questions from potential bidders and will direct all questions to WSDM.
4. All information will be subject to Colorado Open Records Act (CORA) regulations; this may not require that the District disclose proprietary information received from bidders including but not limited to offered compensation for the property and other terms or conditions submitted by potential bidders. District Counsel will be the District's resource on questions of Open Records and Transparency.
5. The Board of Directors are ultimately the final decision maker in this process.
6. Bidding terms and conditions are found on the attached **INVITATION FOR SEALED BIDS (EXHIBIT H)**

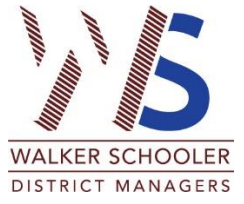
Contract and Closing

The winning bidder will be confirmed by the Board of Directors at their Regular Meeting scheduled for April 26, 2022 at 5:30 PM

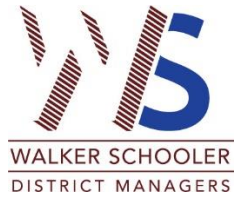
A draft contract will be available with the bid package. Reasonable requested changes will be considered by District Counsel once the winning bidder is selected.

Closing will be scheduled within 30 days from the Board's final selection.

If you have any questions about this process, please contact Kevin Walker or Rebecca Hardekopf of Walker Schooler District Managers at the number below or via email at kevin.w@wsdistricts.co or rebecca.h@wsdistricts.co







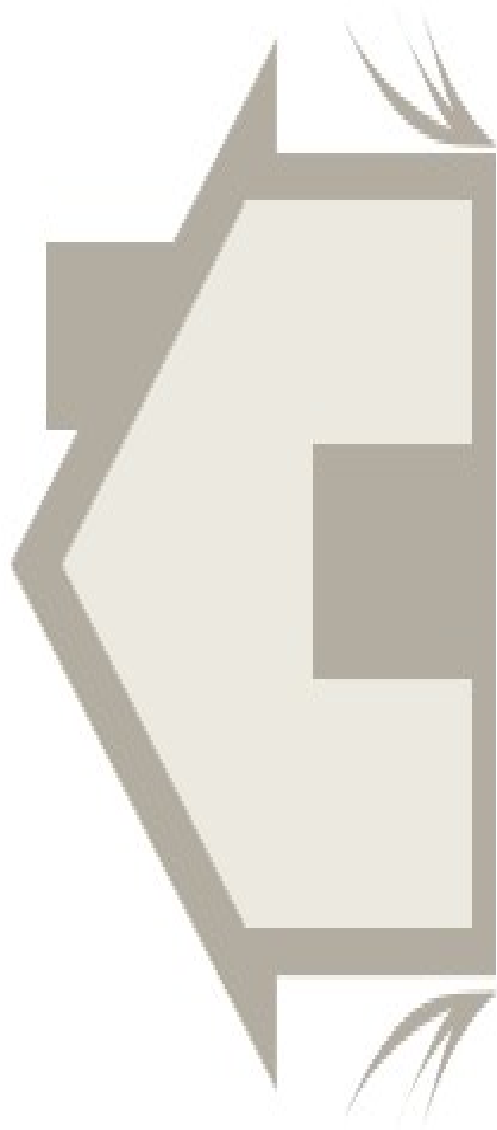
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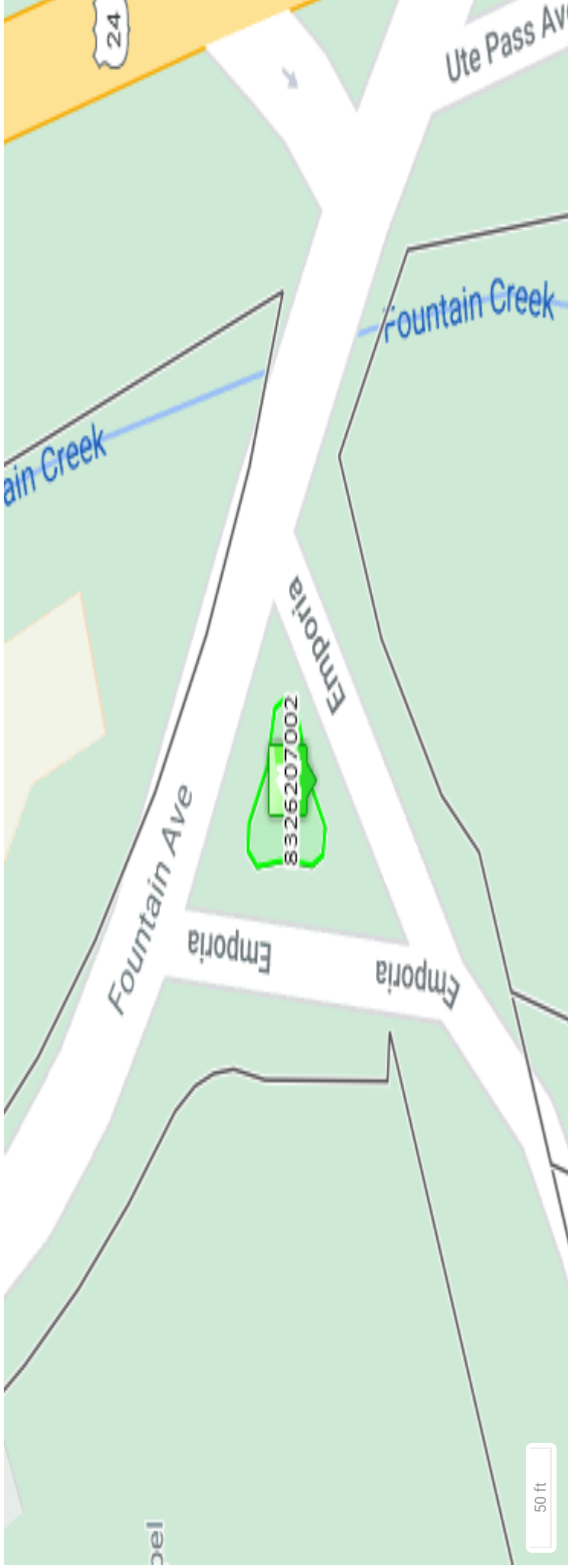
FOUNTAIN AVE

Total Market Value

\$16,374

No Photo Available





OVERVIEW

Owner:	CASCADE METRO DISTRICT NO 1
Mailing Address:	614 N TEJON ST COLORADO SPRINGS CO, 80903
Location:	FOUNTAIN AVE
Tax Status:	Exempt
Zoning:	R-T
Plat No:	-
Legal Description:	A TRI TR DESIGNATED AS PARK AT INTSEC OF EMPORIA TERRACE + FOUNTAIN AVE CASCADE

MARKET & ASSESSMENT DETAILS ?

	Market Value	Assessed Value
Land	\$3,450	\$0
Improvement	\$12,924	\$0
Total	\$16,374	\$0

LAND DETAILS

SEQUENCE NUMBER	LAND USE	ASSESSMENT RATE	AREA	MARKET VALUE
1	POLITICAL SUBDIVISION	29.000	1000 SQFT	\$3,450

BUILDINGS DETAILS

Commercial - EXEMPT POLITICAL SUBS/PUB SCHL (1) Market Value \$12,924

Assessment Rate	29.00	Sprinkler	N
Bldg #	1	Elevator	N
Use	EXEMPT POLITICAL SUBS/PUB SCHL	Occup 1	344
Year Built	1920	Occup 2	
Area	173	HVA 1	3
Class	C	HVA 2	
Quality	1.5	Wall Height	13
Stories	1	Land Size	1000
Perimeter	52	Neigh #	212
# Units			

SALES HISTORY

SALE DATE	SALE PRICE	SALE TYPE	RECEPTION

	SALE DATE	SALE PRICE	SALE TYPE	RECEPTION	
+	03/02/2015	\$0	-	215018821	
+	01/17/2013	\$0	-	213007685	
+	11/15/2012	\$0	-	212136570	

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **HBN** Levy Year: **2021** Mill Levy: **72.675**

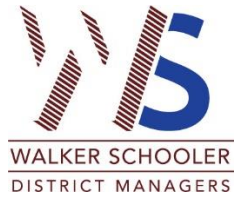
TAXING ENTITY	LEVY	CONTACT NAME/ORGANIZATION	CONTACT PHONE
EL PASO COUNTY	7.120	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719) 520-6498
MANITOU SPRINGS SCHOOL NO 14	50.887	SUZI THOMPSON	(719) 685-2011
PIKES PEAK LIBRARY	3.490	MIKE VARNET	(719) 531-6333
CASCADE FIRE PROTECTION	10.848	WALKER SCHOOLER DISTRICT MANAGERS	(719) 447-1777
CASCADE METROPOLITAN #1	0.000	WALKER SCHOOLER DISTRICT MANAGERS	(719) 447-1777

MAP SHEET

[Click to view Map Sheet 1](#)

Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.





LAND TITLE GUARANTEE COMPANY

Date: October 01, 2021

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at 0 EMPORIA AVENUE, CASCADE, CO 80809.

If you have any inquiries or require further assistance, please contact BETH SCHANTZ at (303) 850-4162 or bschantz@ltgc.com

Chain of Title Documents:

[El Paso county recorded 03/02/2015 under reception no. 215018821](#)

[El Paso county recorded 01/17/2013 under reception no. 213007685](#)

[El Paso county recorded 11/15/2012 under reception no. 212136570](#)

Plat Map(s):

[El Paso county recorded 08/27/1887 at book A page 195](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or

attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

**AMERICAN
LAND TITLE
ASSOCIATION**



Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND55097175

Policy No.: PIB55097175.8403345

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

WALKER SCHOOLER DISTRICT MANAGERS, ITS SUCCESSORS AND/OR ASSIGNS

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

September 27, 2021 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

CASCADE METROPOLITAN DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION AND A POLITICAL SUBDIVISION OF THE STATE OF COLORADO

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 26, T13S, R68W OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A TRIANGLE TRACT OF LAND DESIGNATED AS A PARK AT THE INTERSECTION OF EMPORIA TERRACE AND FOUNTAIN AVENUE, IN THE RESUBDIVISION OF BLOCKS 10, 11, 12, & 13 OF THE TOWN OF CASCADE AS RECORDED IN THE OFFICE OF THE EL PASO CLERK AND RECORDER, PLAT NUMBER 900 IN BOOK R AT PAGE 9, DATED JULY 30, 1928

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:
ANY QUESTION AS TO SIZE OR LOCATION OF SUBJECT PROPERTY

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND55097175

Policy No.: PIB55097175.8403345

2. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE TOWN OF CASCADE RECORDED JUNE 23, 1887 IN BOOK A AT PAGE [172](#).
3. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO TELEPHONE COMPANY IN INSTRUMENT RECORDED April 13, 1905, IN BOOK 401 AT PAGE [6](#).
4. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS RECORDED JUNE 20, 1917 IN BOOK 571 AT PAGE [55](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
5. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RESUBDIVISION OF BLOCKS 10, 11, 12 AND 13, OF THE TOWN OF CASCADE RECORDED JULY 30, 1929 IN BOOK R AT PAGE [9](#).
6. THE EFFECT OF OF INCLUSION OF SUBJECT PROPERTY IN THE CASCADE FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 13, 1956, IN BOOK 1584 AT PAGE [549](#).
7. THE EFFECT OF INSTRUMENT REGARDING CASCADE PUBLIC SERVICE COMPANY WATER SYSTEM SERVICE AREA, RECORDED NOVEMBER 15, 1990 IN BOOK 5790 AT PAGE [195](#).
8. TERMS, CONDITIONS AND PROVISIONS OF AMENDED AND RESTATED RESOLUTION RECORDED MARCH 3, 2014 UNDER RECEPTION NO. [214017164](#) AND JUNE 25, 2014 UNDER RECEPTION NO. [214055089](#) AND MAY 27, 2015 UNDER RECEPTION NO. [215052999](#).
9. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASCADE METROPOLITAN DISTRICT NOS. 1 AND 2, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 03, 2004 UNDER RECEPTION NO. [204150549](#) AND NOVEMBER 16, 2004 UNDER RECEPTION NOS. [204189313](#) AND [204189314](#) AND RECORDED MARCH 10, 2015 UNDER RECEPTION NO. [215022550](#) AND RECORDED NOVEMBER 19, 2015 UNDER RECEPTION NO. [215125667](#) AND RECORDED MARCH 29, 2016 UNDER RECEPTION NO. [216031243](#) AND RECORDED AUGUST 25, 2016 UNDER RECEPTION NO. [216096368](#).
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASCADE METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY ORDER OF INCLUSION RECORDED JUNE 17, 2015 UNDER RECEPTION NO. [215062773](#) AND SPECIAL DISCLOSURE RECORDED JUNE 17, 2015, UNDER RECEPTION NO. [215062774](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED NOVEMBER 17, 2020 UNDER RECEPTION NO. [220186527](#).

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

12. (THIS ITEM WAS INTENTIONALLY DELETED)

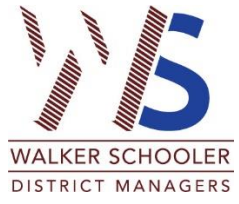
Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND55097175

Policy No.: PIB55097175.8403345

13. THE EFFECT OF RESOLUTION NO. 11-289 REGARDING VARIANCE OF USE, RECORDED AUGUST 31, 2011. UNDER RECEPTION NO. [211084830](#).



North

Plat of

364

The Town of CASCADE

El Paso County, Colorado.

Scale 1 inch = 50 feet

Cascade

KNOW all men by these presents, that THE CASCADE TOWN AND IMPROVEMENT COMPANY, a Corporation organized and existing under and by virtue of the laws of the State of Colorado, and having its principal place of business at Cascade, Colorado, being the owner in fee of the East half of the South-east quarter of Section 22; the West half of the South-west quarter of Section 22; the North-west quarter of Section 26; and the North-east quarter of the North-east quarter of Section 27, all in Township No. 13 South, Range No. 61 West of the South Principal Meridian, has laid out and caused to be plotted into TOWN LOTS parts of said tracts as shown by the annexed plat; and has, the date here given filed the annexed plat for record in the office of the RECORDER of El Paso County, Colorado, as the Town of CASCADE. And the said THE CASCADE TOWN AND IMPROVEMENT COMPANY, by D. SEVARY, its President, and E.M. HENLETT, its Secretary, hereby declares that the said plat accurately sets forth all avenues, streets, and public highways, and the widths thereof, lots and boundaries and dimensions thereof and relative positions to original Section corners.

In WITNESS whereof the said D. SEVARY, President, and E.M. HENLETT, Secretary, have hereunto affixed their hands and seals for the said THE CASCADE TOWN AND IMPROVEMENT COMPANY this 23rd day of JUNE, A.D. 1887.

THE CASCADE TOWN AND IMPROVEMENT COMPANY.



I, Walter County Clerk, in and for said County and State, do hereby certify that D. SEVARY, President, and E.M. HENLETT, Secretary of THE CASCADE TOWN AND IMPROVEMENT COMPANY, who are personally known to me as the persons whose names are subscribed to the foregoing declaration, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument of writing by and for the act and deed of the said THE CASCADE TOWN AND IMPROVEMENT COMPANY for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of JUNE, A.D. 1887.

Walter County Clerk

STATE OF COLORADO, S.S.
 COUNTY OF EL PASO, S.S.
 I hereby certify that this instrument was filed for record in my office on the 10th day of JUNE, A.D. 1887, and is duly recorded in Book No. 1, Page 172-3-4-5.

Walter County Recorder.



Plat of

364

The Town of CASCADE

El Paso County, Colorado.

SCALE 1 INCH = 50 FEET

KNOW all men by these presents, that THE CASCADE TOWN AND IMPROVEMENT COMPANY, a Corporation organized and existing under and by virtue of the laws of the State of Colorado, and having its principal place of business at Cascade, Colorado, being the owner in fee of the East half of the South-east quarter of Section 22; the West half of the South-west quarter of Section 22; the North-west quarter of the North-west quarter of Section 22; and the North-east quarter of the North-east quarter of Section 27, all in Township 36.10 South, Range 51.00 West of the Sixth Principal Meridian, has laid out and caused to be placed into TOWN LOTS, parts of and shown by the annexed plat; and has the date herein given filed the annexed plat for record in the OFFICE OF THE RECORDER OF EL PASO COUNTY, Colorado, at the Town of CASCADE. And she says THE CASCADE TOWN AND IMPROVEMENT COMPANY, by D. SEBAST, its President, and E. M. HENLEY, its Secretary, hereby declares that the said plat accurately sets forth all proposed streets, and public highways, and the width thereof, lots and parcels with boundaries and dimensions thereon and relative positions to original Section corners. In witness whereof the said D. SEBAST, President, and E. M. HENLEY, Secretary, have hereunto affixed their hands and seals for the said THE CASCADE TOWN AND IMPROVEMENT COMPANY this 7th day of JUNE, A.D. 1887.

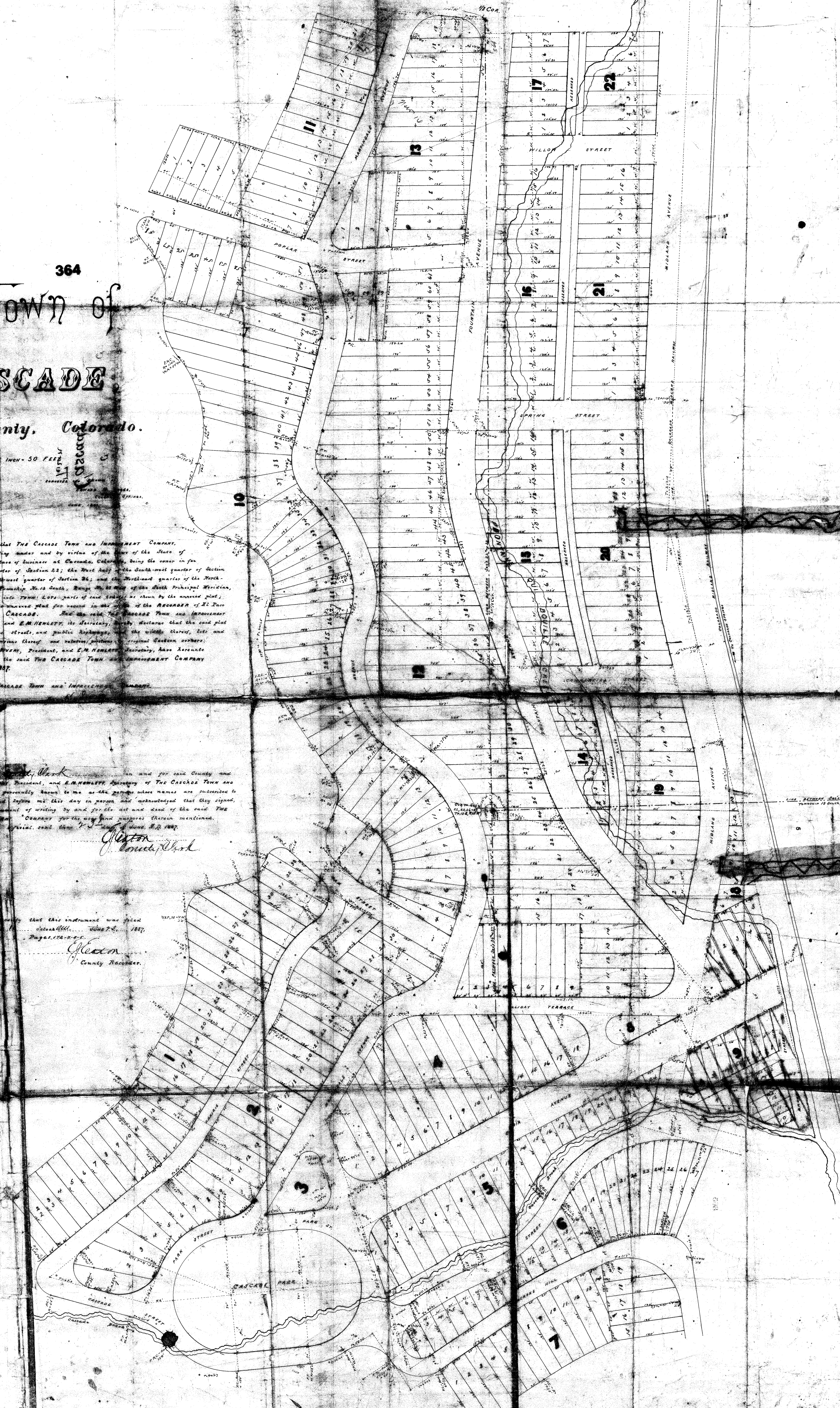
THE CASCADE TOWN AND IMPROVEMENT COMPANY

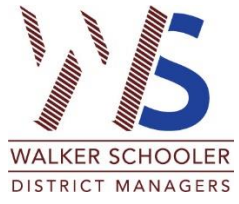
I, *[Signature]*, County Clerk, do hereby certify that D. SEBAST, President, and E. M. HENLEY, Secretary of THE CASCADE TOWN AND IMPROVEMENT COMPANY, are personally known to me as the persons whose names are subscribed to the foregoing declaration, and before me this day in person and acknowledged that they signed, sealed and delivered the instrument of writing by and for the use and deed of the said THE CASCADE TOWN AND IMPROVEMENT COMPANY for the purposes therein mentioned. Witness my hand and official seal this 7th day of June, A.D. 1887.

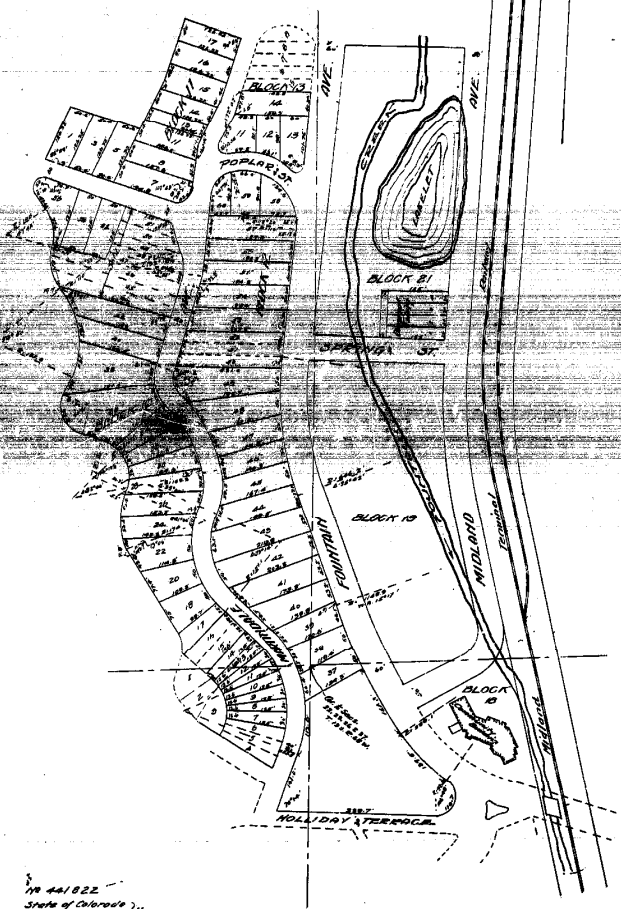
[Signature]
County Clerk

I, *[Signature]*, Recorder of El Paso County, do hereby certify that this instrument was filed for record in my office on the 2nd day of June, 1887, and is duly recorded in Book *[Page]* Page 124-2-2-2.

[Signature]
County Recorder







KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being duly qualified by law to execute and perform the duties of a Notary Public, do hereby certify that the foregoing map and plat, together with the plat of the original subdivision of these blocks, as shown and described in the original plat of the Town of Cascade, El Paso County, Colorado, as recorded in Book 10 of said County Records, on page 2, is a true and correct copy of the original plat, as shown and described in the original plat of the Town of Cascade, El Paso County, Colorado, as recorded in Book 10 of said County Records, on page 2.

Witness my hand and official seal this 20th day of July A.D. 1920.

In witness whereof, I have hereunto set my hand and official seal at the City of Pueblo, Colorado, this 20th day of July A.D. 1920.

Thomas Lewis
Notary Public

Given under my hand and official seal this 20th day of July A.D. 1920. My commission expires June 30, 1921.

W. H. H. H.
Notary Public

**RESUBDIVISION OF
BLOCKS 10, 11, 12 and 13
OF THE
TOWN OF CASCADE
EL PASO COUNTY, COLORADO.**

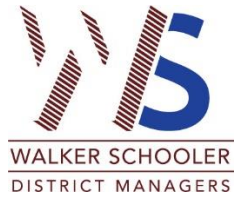
SCALE 1/4" = 100 FT. W. H. H. H., CIVIL ENGINEER
HAY, 1920. COLDED SPRINGS, COLO.

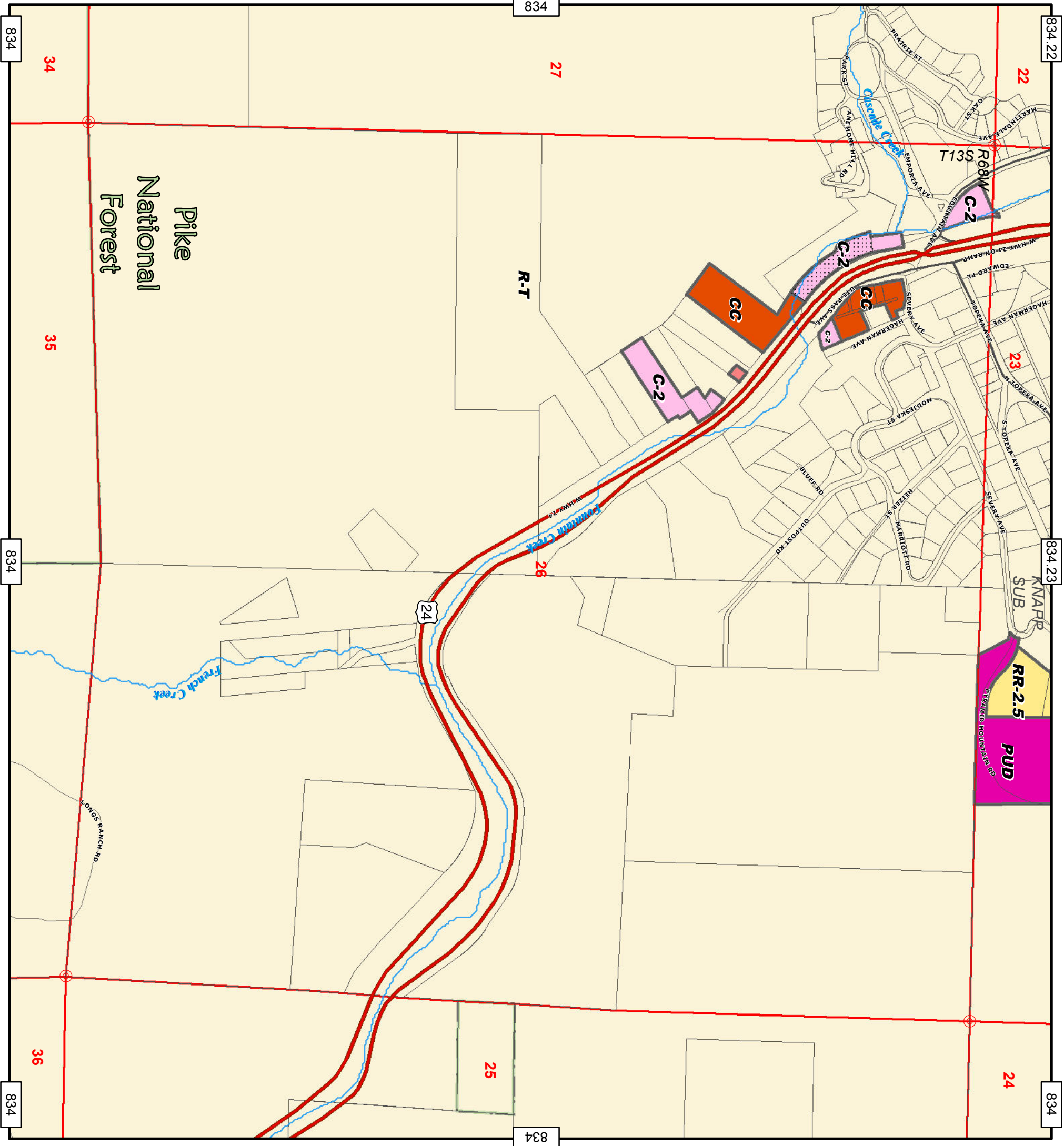
19 441822
State of Colorado, County of El Paso, ss.
I, Charles E. Jones, County Clerk, do hereby certify that this instrument was filed for record in my office at Pueblo, Colorado, on July 20, 1920, and is duly recorded in Book 2, page 9.

C. E. Jones
County Clerk

Charles E. Jones
County Clerk







Zone Map 834.26

- El Paso County -

Development Services Department

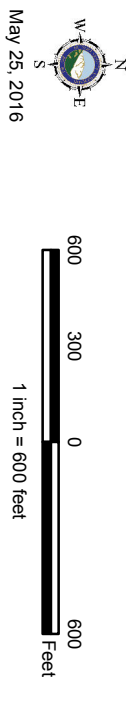
Zoning Designations

RS-20000: Residential Suburban (20,000 sq. ft.)	F-5: Forest & Recreation (5 acres)
RS-6000: Residential Suburban (6,000 sq. ft.)	PUD: Planned Unit Development
RS-5000: Residential Suburban (5,000 sq. ft.)	CC: Commercial Community
RM-12: Residential Multi-Dwelling (12 DU/acre)	CR: Commercial Regional
RM-30: Residential Multi-Dwelling (30 DU/acre)	CS: Commercial Service
RR-0.5: Residential Rural (0.5 acres)	I-2: Limited Industrial
RR-2.5: Residential Rural (2.5 acres)	I-3: Heavy Industrial
RR-5: Residential Rural (5 acres)	A-5: Agricultural (5 acres)
R-T: Residential - Topographic	A-35: Agricultural (35 acres)
MHP: Mobile Home Park	C-1: ** Commercial
MHP-R: Mobile Home Park, Rural	C-2: ** Commercial
MHS: Mobile Home Subdivision	M: ** Industrial
RVP: Recreational Vehicle Park	R-4: ** Planned Development

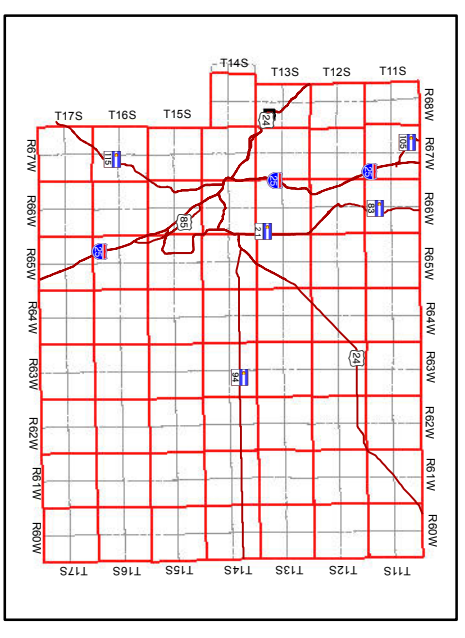
** Indicates an obsolete designation

Supporting Data

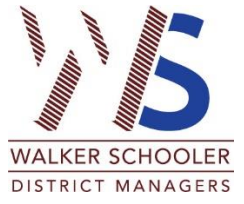
- Highways
- Major Roadways
- Creeks - Perennial
- Creeks - Intermittent
- Section Corner Nodes
- Sections
- Parcels
- Military
- Pike National Forest
- Incorporated Cities
- Zone Map Boundary
- Zoning Overlay
- Special Uses



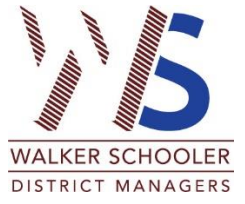
Vicinity Map



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Description	Standard
Minimum Lot Area ¹	5 acres
Minimum Lot Width ²	200 feet
Minimum Setbacks	
Front	25 feet
Side	25 feet (5 feet) ³
Rear	25 feet
Maximum Lot Coverage	30%
Maximum Height	30 feet
¹ Specific uses may be subject to larger minimum lot area requirements.	
² Measured at front building setback line.	
³ Side setback is 5 feet for lots less than 5 acres in area.	



Cascade Metropolitan District
No. 1
NOTICE OF SEALED BID AUCTION
1,000 sf +/-
O Fountain Avenue
Assessors number 83262-07-
002 Cascade, CO

INVITATION FOR SEALED BIDS

Sealed Bid Auction for the purchase of the real property described in the Schedule portion of this Invitation for Sealed Bid opening will occur publicly at the date, time and place as follows:

Date/Time: April 19, 2022. Bids must be received in the office of WSDM no later than 4:00 PM MDT. Bids will be opened immediately and presented at that time. Final recommendation will be presented to the District Board at a Special Meeting April 26, 2022 at 5:30 PM

Location: Cascade Metropolitan District No. 1
c/o Walker Schooler District Managers
614 North Tejon Street
Colorado Springs, CO 80903

This Invitation for Sealed Bids is subject to, and all bids submitted must be in compliance with this Invitation

General Information:

Bid Deposit: \$5,000.00 deposit required for the Sale Item. Cashier's check or certified check only which must be made payable to the order of the "Cascade Metropolitan District No. 1" within 4 hours of acceptance of the Bid by the Board. A Bid Deposit Agreement is required for the Sale Item bid. No offer will be accepted without an agreement to deliver the Bid Deposit.

Terms: All cash; "As-is/Where-is". Bid Deposit is due at time of bid selection by the Board. Balance of purchase price is due upon closing. The High Bidder must be prepared to close within 30 days following notification of the District's bid acceptance.

Inspection: All Sales items may be inspected at any time. Due to the restrictions placed on this property, all prospective bidders are encouraged to inspect the property prior to placing a bid. Please refer all questions to Kevin Walker, District Manager (719) 447-1777. An inspection time will be established by the Manager or if unable to meet at that time, the Manager will attempt to set a separate time and date.

Proceeds: The proceeds from this sale shall be paid to the Cascade Metropolitan District No. 1 and shall be paid by the High Bidder in accordance with conditions contained herein.

SCHEDULE

I. The Offering

A vacant triangular-shaped site containing a building described in the attached document.

II. Access;

Fountain Ave., Emporia Ave.

III. Utilities:

Electric and gas services are available to the property. **NO WATER OR WASTEWATER SERVICES ARE AVAILABLE** on the property.

IV. Zoning:

The subject parcel is currently zoned R-T (Residential – Topographic) in the County of El Paso

V. Inspection for Health and Building Codes:

CMD will not conduct or fund the following services: (1) land survey, (3) testing, pumping or removal of underground fuel storage tanks, (4) termite inspection, (5) testing for asbestos, (6) testing for lead-based paint, (8) domestic water quality test, (9) title commitment and/or insurance and (10) appraisal. If purchaser desires these services, they are to be acquired at the purchaser's expense.

SPECIAL TERMS OF SALE

1. Bid Deposit-Terms

Bids to purchase must be on a cash basis only. **NO CREDIT TERMS ARE AVAILABLE.** We have no information on the availability of private financing or on the suitability of this property for financing. An agreement to deliver a bid deposit of \$5,000.00 under the terms of the is required. Only cashier's checks or certified checks will be accepted. **A BID DEPOSIT AGREEMENT MUST ACCOMPANY EACH AND EVERY BID.**

The Deposit Check should be made out to: "Cascade Metropolitan District No. 1" The full balance of the purchase price is payable upon closing. The High Bidder shall be prepared to close within 30 days following the Cascade Metropolitan bid acceptance.

Bid Price

Cascade Metropolitan District No. 1 seeks to obtain fair market value for the property and reserves the right to reject any and all bids. An appraisal report is not available.

Prospective Purchasers Agreement

Bidders offers are contingent upon Cascade Metropolitan District No. 1 and the Bidder having entered into a prospective Purchaser Agreement (PPA) on or before the date of closing. This contingency may be omitted at the option of the Offeror.

GENERAL TERMS OF SALE TERMS – “INVITATION FOR SEALED BIDS.”

The term “Invitation for Sealed Bids” as used herein refers to the foregoing Invitation for Sealed Bids, and its schedule as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Sealed Bids for the opening of bids or conduction of a public auction.

DESCRIPTIONS IN INVITATION FOR SEALED BIDS.

The description of the property set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said property are based on information available to the District Manager and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other state agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

INSPECTION

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

CONDITION OF PROPERTY.

The property is offered for sale and will be sold “As Is” and “Where Is” without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Cascade Metropolitan District No. 1 makes no representation in regards thereto. The Cascade Metropolitan District No. 1 does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Sealed Bids or Sales Agreement.

CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 30 calendar days unless the bid is accepted or rejected by the Cascade Metropolitan District No. 1 before the expiration of the 30 calendar days. If the Cascade Metropolitan District No. 1 desires to accept any bid

after the expiration of the 30 calendar days, the consent of the bidder shall be obtained prior to such expiration.

POSSESSION.

The successful bidder agrees to assume possession of the property as of the date of conveyance.

REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Cascade Metropolitan District No.1, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Cascade Metropolitan District No. 1 may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

CASCADE METROPOLITAN DISTRICT NO. 1 LIABILITY

If this Invitation for Sealed Bids is accepted by the Cascade Metropolitan District No. 1 and: (1) The Cascade Metropolitan District No. 1 fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the Cascade Metropolitan District No. 1 shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest, whereupon the Cascade Metropolitan District No. 1 shall have no further liability to Purchaser. Further, the Cascade Metropolitan District No. 1 may rescind its approval at any time subsequent to acceptance and approval and prior to conveyance, if it is reasonably determined by the Cascade Metropolitan District No. 1 that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the Cascade Metropolitan District No. 1 other than to return the earnest money deposit, if any, without interest.

TITLE EVIDENCE.

Any title evidence desired by the successful bidder will be procured by the successful bidder at the sole cost and expense of the successful bidder. The Cascade Metropolitan District No. 1 will, however, cooperate with the successful bidder or authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Cascade Metropolitan District No. 1 will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

TITLE.

If a bid for the purchase of the property is accepted, the Seller's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice

TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Cascade Metropolitan District No. 1 shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Cascade Metropolitan District No. 1 the balance of the purchase price. Only cashier's check, certified

check, or money order will be accepted and must be payable to the Colorado Department of Transportation. Upon such tender being made by the successful bidder, the Seller, after recordation, shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Cascade Metropolitan District No. 1 reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

The Cascade Metropolitan District No. 1 reserves the right to refuse a request for extension of closing.

DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

CONTRACT

The Invitation for Sealed Bids, and the bid when accepted by the Cascade Metropolitan District No. 1, shall constitute an agreement for sale between the successful bidder and the Cascade Metropolitan District No. 1. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Cascade Metropolitan District No. 1, and any assignment transaction without such consent shall be void.

INSTRUCTIONS TO BIDDERS

Submittal of Sealed Bids

Outside of envelope or PDF containing the sealed bid must be marked: Sealed Bid for Auction CMD1 Triangle Building.

On the date set and at the time designated for the opening of the sealed bid auction, each prospective bidder is required to submit the bid deposit in the amount and form specified herein.

Bid Form

Each prospective bidder is required to complete and execute, in duplicate, the bid form attached in this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required may be summarily rejected.

Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated

copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

Corporation: If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. A duly authorized officer of the corporation other than the officer signing the bid must execute the certificate under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

Partnership: If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Cascade Metropolitan District No. 1 will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Cascade Metropolitan District #1, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Bid Deposit

Each bidder shall be required to submit a Bid Deposit Agreement. A Bid Deposit Agreement must accompany each bid submitted. All Bid Deposits must be in the form of a certified check or cashier's check payable to the order of the "Cascade Metropolitan District No. 1".

Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Cascade Metropolitan District No. 1.

Only the bid deposit from the High Bidder will be retained by the Cascade Metropolitan District No. 1. The Board of the Cascade Metropolitan District No. 1 will make the bid award decision.

Additional Information

The Cascade Metropolitan District No. 1 office, at the address given in this Invitation for Bids, will, upon request, provide additional information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

Notice of Acceptance or Rejection

Notice by the Cascade Metropolitan District No. 1 of acceptance of a bid shall be deemed to have been sufficiently given upon written notification to the High Bidder or his duly authorized representative at the address indicated in the bid documents. Notice by the Cascade Metropolitan District No. 1 of rejection of a bid shall be deemed sufficiently given when the bid deposit of the rejected or unsuccessful bidder has been emailed or mailed to the bidder at the address provided on the self-addressed envelope.

The Cascade Metropolitan District No. 1 reserves the right to reject any or all bids or portions thereof.

Waiver of Information or Irregularities

The Cascade Metropolitan District No. 1 may, at its election, waive any minor informality or irregularity in bids received.

OFFER TO PURCHASE REAL PROPERTY
Sealed Bid Auction

This offer is subject to the procedures, terms and conditions of the "Invitation For Sealed Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty (30) calendar days after the date of the auction, to purchase the sale item indicated above that corresponds with the Real Property Description in the Invitation for Sealed Bids

Amount of Bid: _____ Bid Deposit: \$5,000.00

The Instrument of conveyance should name the following Grantee(s):

Bidder is: Individual Partnership Trustee Corporation

Name: _____

Street: _____

City: _____

Telephone: _____

E-mail: _____

Signature: _____

Signer's Name & Title: _____

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person-signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____ who signed
this bid on behalf of the bidder, was then _____ of the said Corporation. That said
(Office Held)

bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer Date