

**Unified Title Company, LLC**  
**101 S. Sahwatch, Suite 212**  
**Colorado Springs, CO 80903**  
Phone: **719-578-5900**  
Fax: **719-578-5060**

**Transmittal Information**

Date: 06/29/2017  
File No: 48911UTC  
Property Address: 3550 Hancock Expressway, Colorado Springs, CO 80911  
Buyer\Borrower:  
Seller: **Block 260, Ltd., a Colorado limited partnership**  
**Block 260, LLP, a Colorado limited liability partnership**  
**KDW Trust #1**  
**Flying Tiger Holdings, LLC, a Colorado limited liability company**

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**For changes and updates please contact your Escrow officer(s):**

**Escrow Officer:**  
**Not Applicable**  
**Unified Title Company, LLC**  
**101 S. Sahwatch, Suite 212**  
**Colorado Springs, CO 80903**  
Phone: 719-578-5900  
Fax: 719-578-5060  
E-Mail:

**Title Officer:**  
Kara DeMasters  
Unified Title Company, LLC  
c/o ET Production Services, LLC

**Escrow Processor:**  
**Not Applicable**  
**E-Mail:**  
Phone: 719-578-5900

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Copies Sent to:

**Customer:**  
**GMS, Inc.**  
**611 North Weber Street, Suite 300**  
**Colorado Springs, CO 80903**  
Phone: 719-475-2935 Fax: 719-475-2938  
**Attn: David Frisch**  
**DELIVERED VIA: E-MAIL**

**Buyer:**

**Seller:**  
**Block 260, Ltd., a Colorado limited partnership**  
**3 Widefield Boulevard**  
**Colorado Springs, CO 80911**  
**DELIVERED VIA: AGENT**

**Block 260, LLP, a Colorado limited liability  
partnership  
3 Widefield Boulevard  
Colorado Springs, CO 80911  
DELIVERED VIA: AGENT  
KDW Trust #1**

**DELIVERED VIA: AGENT  
Flying Tiger Holdings, LLC, a Colorado limited  
liability company**

**DELIVERED VIA: AGENT**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:  
Attn:**

**Phone: Fax:  
Attn:**

**Changes: Sch A - Vesting and Sch B2 - items added**

**Unified Title Company, LLC**  
As agent for  
**Westcor Land Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

1. Effective Date: **May 23, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY

Proposed Insured:

B. ALTA 2006 LOAN POLICY

Proposed Insured:

<i>To Be Determin. Search Fee End</i>	\$	250.00
<i>Additional Parcel Search Fee</i>	\$	300.00
<i>Date Down End.</i>	\$	100.00
<hr/>		
Total:	\$	650.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

**Block 260 Ltd., a Colorado Limited Partnership and Block 260, LLP, a Colorado limited liability partnership and KDW Trust #1 and Flying Tiger Holdings, LLC, a Colorado limited liability company, as their interests may appear**

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **3550 Hancock Expressway, Colorado Springs, CO 80911**

Countersigned  
**Unified Title Company, LLC**

By:



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**Kara DeMasters**

**EXHIBIT "A"**

**PARCEL A:**

A tract of land located in the Northeast One-quarter (NE1/4) of Section 2, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 2, thence N 89 degrees 39 minutes 20 seconds West along the North line of said Section 2, a distance of 50.10 feet; thence S 00 degrees 00 minutes 15 seconds E, a distance of 1229.43 feet to a point on the Westerly Right-of-Way line of Hancock Expressway. Said point being also the Point of Beginning of the Tract herein described:

Thence continuing S 00 degrees 00 minutes 15 seconds E along said Westerly Right-of-Way line, a distance of 641.43 feet;

Thence S 89 degrees 59 minutes 45 seconds W, a distance of 1379.62 feet;

Thence S 00 degrees 02 minutes 15 seconds W, a distance of 137.40 feet;

Thence S 56 degrees 31 minutes 55 seconds E, a distance of 398.99 feet;

Thence S 33 degrees 28 minutes 05 seconds W, a distance of 80.00 feet;

Thence N 56 degrees 31 minutes 55 seconds W, a distance of 442.44 feet;

Thence N 00 degrees 01 minutes 38 seconds W, a distance of 1619.90 feet to a point on the Southerly line of a tract of land described in Warranty Deed, recorded at [Reception No. 209037404](#) in the records of the Clerk and Recorder's Office of said County, thence along the Southerly and Westerly lines of said tract of land, the following ten (10) courses:

- 1.) S 89 degrees 39 minutes 20 seconds E, a distance of 331.65 feet;
- 2.) Thence S 84 degrees 03 minutes 53 seconds E, a distance of 300.27 feet;
- 3.) Thence S 89 degrees 28 minutes 44 seconds E, a distance of 301.23 feet;
- 4.) Thence S 85 degrees 48 minutes 20 seconds E, a distance of 172.68 feet;
- 5.) Thence S 89 degrees 40 minutes 30 seconds E, a distance of 307.71 feet;
- 6.) Thence S 28 degrees 16 minutes 31 seconds E, a distance of 61.18 feet;
- 7.) Thence S 00 degrees 03 minutes 22 seconds W, a distance of 90.85 feet;
- 8.) Thence S 01 degrees 51 minutes 29 seconds E, a distance of 390.19 feet;
- 9.) Thence S 00 degrees 01 minutes 53 seconds, a distance of 213.28 feet;
- 10.) Thence S 89 degrees 39 minutes 20 seconds E, a distance of 7.69 feet to the Point of Beginning.

Except that portion as conveyed in Deed recorded April 13, 2009 at [Reception No. 209037404](#).

County of El Paso, State of Colorado.

**PARCEL B:**

A tract of land located in the Southwest one-quarter (SW1/4) of the Northeast one-quarter (NE1/4) of Section 2, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of a tract of land as described in [Book 2805 at Page 922](#) in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado,

Thence N 56 degrees 31 minutes 55 seconds West along the Southerly right of way line of said tract a distance of 84.63 feet;

Thence N 33 degrees 28 minutes 05 seconds East, a distance of 80.00 feet;

Thence S 84 degrees 20 minutes 53 seconds East, a distance of 26.56 feet to a point on the East line of said tract of land;

Thence S 00 degrees 01 minutes 38 seconds East along the East line of said tract of land, a distance of 110.79 feet to the Point of Beginning.



# Westcor Land Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: May 23, 2017 at 7:30am

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

# Westcor Land Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II EXCEPTIONS

**Effective Date: May 23, 2017 at 7:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Reservation by the Colorado Springs Land Holding Company of all oil, gas and other minerals, together with the right of ingress and egress at all times for the purposes of entering upon, exploring for, extracting and removing the same as evidenced in Warranty Deed recorded June 8, 1967 in [Book 2183 at Page 572](#).**
10. **Reservation to the Colorado Springs Land Holding Company of a 1/16 royalty interest in and to any and all oil, gas and other minerals as evidenced by Quit Claim Deed recorded July 11, 1973 in [Book 2604 at Page 319](#).**
11. **Conveyance to Widefield Homes, Inc., a Colorado Corporation all oil, gas and other minerals and mineral rights in Quit Claim Deed recorded July 11, 1973 in [Book 2604 at Page 319](#) and recorded January 28, 1976 in [Book 2805 at Page 922](#).**
12. **Terms, conditions, provisions, agreements and obligations specified under the Agreement by and between Eagle-Picher Industries, Inc. and Security Sanitation District recorded in September 9, 1969 in [Book 2308 at Page 870](#).**

13. Reservation of a 50 foot wide road and utility easement over the a portion of subject premises and a drainage easement over a portion of subject premises as evidenced in Warranty Deed recorded April 24, 1973 in [Book 2616 at Page 682](#).
14. Terms, agreements, provisions, conditions, obligations and easements as contained in Permanent Easement recorded November 6, 1992 in [Book 6071 at Page 534](#).
15. Inclusion of the subject property in the matter of the Organization of the Security Sanitation District as evidenced by Order of Inclusion recorded September 30, 1998 at [Reception No. 98141671](#).
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement recorded April 13, 2009 at [Reception No. 209037405](#).
17. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 10-217 recorded June 10, 2010 at [Reception No. 210054853](#).
18. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 10-218 recorded June 18, 2010 at [Reception No. 210058146](#).
19. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Easement for Road Access, recorded April 7, 2015 at [Reception No. 215033126](#).
20. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Utility Easement, recorded April 25, 2017 at [Reception No. 217047285](#).
21. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Exclusive Utility Easement, recorded April 26, 2017 at [Reception No. 217047482](#).
22. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Exclusive Utility Easement, recorded May 1, 2017 at [Reception No. 217049315](#).
23. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Utility Easement, recorded May 1, 2017 at [Reception No. 217049316](#).
24. The effect of the Deeds recorded May 9, 2017 as [Reception No. 217053378](#), at [Reception No. 217053379](#), at [Reception No. 217053380](#) and at [Reception No. 217053383](#) with incomplete legal descriptions contained therein.

**FOR INFORMATIONAL PURPOSES ONLY:**

Deed recorded December 31, 1991 in [Book 5919 at Page 1413](#).

Deed recorded January 14, 2010 as [Reception No. 210003562](#).

Deeds recorded May 9, 2017 as [Reception No. 217053378](#), at [Reception No. 217053379](#), at [Reception No. 217053380](#) and at [Reception No. 217053383](#).

**NOTE:** The property described herein, appears to be free and clear of liens. Please verify this information with the owner's of subject property and notify Title if this information is incorrect.

**NOTE:** The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



09/30/1998 04:04

Doc \$0.00

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IN THE MATTER OF )  
THE COUNTY OF EL PASO AND STATE OF COLORADO )

FRANCIS J. DUCKOW  
CLERK

Civil Action No. 32280

3

IN THE MATTER OF THE ORGANIZATION )  
OF )  
SECURITY SANITATION DISTRICT )

ORDER OF INCLUSION

THIS MATTER, coming on to be heard this 30<sup>th</sup> day of June, 1969 upon the petition of the SECURITY SANITATION DISTRICT, acting by and through its Board of Directors, said petition being dated June 27, 1969, and praying for an Order providing for the inclusion of a tract of land within the boundaries of said District, and the Court having considered said petition and being fully advised in the premises,

BOTH FIND: That properly executed petition was heretofore presented to the Board of Directors of the SECURITY SANITATION DISTRICT, praying for the inclusion of the hereinafter described tract of land within the boundaries of said SECURITY SANITATION DISTRICT, and said petition was executed by the owners of said tract; that proper notice of the filing of said petition was given and published as provided by law in such cases; that said notice set forth the filing of said petition, the name of the petitioners, the description of the land contained in the prayer of said petition and gave notice to all persons interested to appear at 231 Security Boulevard, Colorado Springs, Colorado in said District at the time specified in said notice, to show cause in writing, if any, why the said petition should not be granted; that pursuant to the filing of said petition and said notice, a regular meeting of the said Board of Directors was held at the time and place specified in said notice; that no persons appeared at either of said meetings to object to the granting of the prayer of said Petitioner or to show cause why said petition

should not be granted; that said

meeting on October 16, 1968, adopt a resolution and order include the hereinafter described tract, being the tract described in the petition referred to within the boundaries of the SECURITY SANITATION DISTRICT and that a duly certified copy of said RESOLUTION AND ORDER has been presented to this Court;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows: that the hereinafter described tract of land be, and the same is, hereby incorporated and included in and within the boundaries of said SECURITY SANITATION DISTRICT and is hereby made a part of said SECURITY SANITATION DISTRICT, subject to all the rights and liabilities of all the lands heretofore included in said SECURITY SANITATION DISTRICT; that said tract to be included in said District is described as:

A tract of land in Section 2, T 15 S, R 66 W, of the 6th P.M., described as follows:

Commencing at the Northeast corner of said Section 2; Thence South along the East line of said Section 2, 30.0 feet; Thence N 89° 36' W, parallel to and 30.0 feet south of the North line of said Section 2, 50.0 feet to the westerly Right-of-Way line of Hancock Expressway and the place of beginning; Thence N 89° 36' W, parallel to and 30.0 feet south of the North line of said Section 2, 1271.1 feet to the West line of the NE1/4NE1/4 of said Section 2; Thence S 0° 00' 15" E 1554.42 feet to the Southwest corner of the NE 1/4NE 1/4 of said Section 2; Thence N 89° 45' 30" W 1320.95 feet to the Northwest corner of the SW 1/4 NE 1/4 of said Section 2; Thence S 0° 00' 30" E 242.5 feet along the west line of said Sw 1/4 NE 1/4 to the Northerly line of the Fountain Mutual Irrigation Co. Canal; Thence N 72° 16' E, 90.1 feet along said canal; Thence S 89° 40' E, 436.4 feet along said canal; Thence N 74° 22' E, 148.5 feet along said canal; Thence S 60° 32' E, 158.7 feet along said canal; Thence S 56° 30' E, 836.3 feet along said canal; Thence S 47° 20' E, 112.6 feet along said canal; Thence S 28° 10' E, 115.2 feet along said canal; Thence S 15° 28' E, 672.2 feet along said canal; Thence S 19° 35' E, 224.1 feet along said canal; Thence S 33° 06' E, 645.6 feet along said canal; Thence S 20° 35' E, 413.1 feet along said canal; Thence S 33° 52' E, 63.9 feet along said canal;

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J. Patrick Kelly El Paso County

09/30/1998 04:04

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Rec \$15.00 2 / 3

Thence S 52° 51' E, 62.4 feet along said canal to  
The Westerly Right-of-Way line of Hancock Expressway;  
Thence N 4° 36' E, along the westerly Right-of-Way line  
of Hancock Expressway 1458.74 feet;  
Thence North 0° 00' along the westerly Right-of-Way line  
of Hancock Expressway, this line being parallel to and  
50 feet west of the east line of said Section 2, a distance  
of 2865.9 feet to the place of beginning and containing  
102.96 acres more or less, all of the above property above  
described located in El Paso County, Colorado.

That each and every one of the acts and doings of the Board  
of Directors of said SECURITY SANITATION DISTRICT in the acceptance  
of the petition hereinbefore referred to and publishing of notice  
of the filing of said petition and of the hearing thereon and in-  
clusion of the hereinabove described tract of land in the said  
SECURITY SANITATION DISTRICT are hereby ratified and confirmed.

That nothing herein contained shall impair or affect the  
original organization of the SECURITY SANITATION DISTRICT except  
for the inclusion of the land hereinbefore described, as provided  
by law.

DONE in open Court the day and year first above written.

  
Judge

J. Patrick Kelly El Paso County  
09/30/1998 04:04  
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098141671

State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.

JUL 06 1998

LEE V. COLE, JR.  
CLERK OF THE DISTRICT/COUNTY COURT  
By  Deputy

ARDIS W. SCHMITT  
EL PASO COUNTY CLERK & RECORDER  
Project No. M2225 (4)  
Location Hancock (22)

**PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENT, that **Block 260 Ltd** County of El Paso, State of Colorado, hereinafter called the "grantor", for and in consideration of the sum of **TEN DOLLARS**, and other valuable considerations to **Block 260 Ltd** in hand paid by El Paso County, "grantees", receipt of which is hereby acknowledged, has given and granted and by these present does hereby give and grant unto the said grantees, their heirs, successors or assigns a **PERPETUAL EASEMENT** only along, over and across the following described premises to-wit:

*True*

Commencing at the NE corner of Section 2, thence S 00° 04' 50" E a distance of 1281.0 feet to a point. Thence S 89° 55' 10" W a distance of 50 feet to the Point of Beginning. Thence S 00° 04' 50" E a distance of 70 feet to a point. Thence S 89° 55' 10" W a distance of 80 feet to a point. Thence N 00° 04' 50" W a distance of 70 feet to a point in the West ROW line of the Hancock Expressway. Thence N 89° 55' 10" E a distance of 80 feet to the Point of Beginning. Containing an area of 0.13 acres more or less.

For the purpose of:  
Subject to the following terms and conditions:

And the grantor(s) hereby covenant(s) with the grantees that it has good title to the aforescribed premises; that it has good and lawful right to grant this easement; that it will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

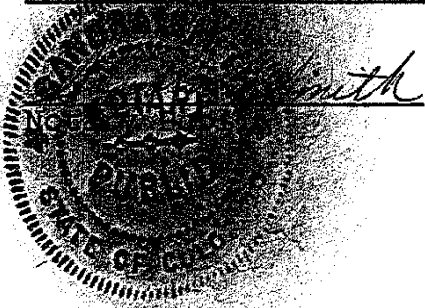
IN WITNESS WHEREOF, (I) ~~(we)~~ have hereunto set my hand(s) and seal(s) this 30th day of April 1992.

*J. H. Watson*  
\_\_\_\_\_  
GRANTOR  
J. H. Watson, General Partner  
Block 260 Ltd.

\_\_\_\_\_  
GRANTOR

State of Colorado  
County of EL Paso

The foregoing instrument was acknowledged before me this 30th day of April A. D. 1992, by J. H. Watson, General Partner of Block 260 Ltd Witness my hand and official seal.



My commission expires May 1, 1994

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_ at \_\_\_\_\_

ARLIS W. SCHMITT  
EL PASO COUNTY CLERK & RECORDER

No. \_\_\_\_\_

RECORDER

STATE DOCUMENTARY

10-

# Warranty Deed

DEC 31 1991

FEE None

KNOW ALL MEN BY THESE PRESENTS, That Widefield Homes, Inc., a Colorado Corporation, at  
3 Widefield Blvd., Colorado Springs, Colorado 80911  
of the County of El Paso and State of Colorado for the  
consideration of \_\_\_\_\_  
(\$ \_\_\_\_\_) dollars in hand paid hereby sell and convey to Block 260 LTD.,  
a Colorado Limited Partnership  
whose legal address is (including road or street address if applicable) 3 Widefield Blvd., Colorado Springs,  
Colorado 80911  
\*in Joint Tenancy\* of the County of El Paso and State of Colorado  
the following Real Property situated in the County of El Paso  
and State of Colorado, to wit: See Attached Exhibit "A"

no doc fee

with all its appurtenances and warrant (s) the title to the same, subject to

Signed and delivered this 27th day of December 19 90

Widefield Homes, Inc.

*Jules H. Watson*

STATE OF \_\_\_\_\_ } SS The foregoing instrument was acknowledged before me  
County of \_\_\_\_\_ }  
this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
by \_\_\_\_\_

Witness my hand and official seal.  
My commission expires \_\_\_\_\_

NOTARY PUBLIC

STATE OF Colorado } SS The foregoing instrument was acknowledged before me  
County of El Paso }  
this 27th day of December 19 90  
by Jules H. Watson as President  
and Widefield Homes, Inc. as Secretary of \_\_\_\_\_ a corporation.

Witness my hand and official seal.  
My commission expires 9/24/94

*Rita M. Sanchez*

NOTARY PUBLIC

\* IF JOINT TENANCY IS NOT DESIRED.  
STRIKE PHRASE BETWEEN ASTERISKS.

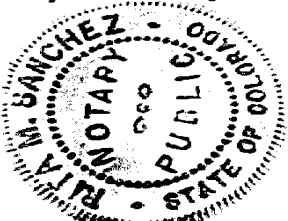


EXHIBIT "A"

A Portion of the NE $\frac{1}{4}$  of Section 2, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado described as follows:

Bearings are based on the North line of said NE $\frac{1}{4}$  of Section 2, with the NE Corner of said Section 2 being a No. 6 rebar with no cap, and the N $\frac{1}{4}$  Corner being a 1 $\frac{1}{2}$  inch aluminum cap, assuming said North line bears S89°39'20" E --

Commencing at the NE Corner of said Section 2; thence N89°39'20" W, along the North line of said Section 2, a distance of 52.59 feet; thence S00°00'15" E, a distance of 30.00 feet to the true point of beginning; thence S00°00'15" E, along the Westerly line of Hancock Expressway as described in Book 2005 at Page 753 of the records of El Paso County, Colorado, a distance of 1340.51 feet to the NE Corner of a parcel of land as described in Book 2616 at Page 682 of said records; thence S89°57'48" W, along the North line of said parcel, a distance of 870.98 feet; thence S00°00'09" E, along the West line said parcel, a distance of 499.95 feet to the NW Corner of a parcel of land as described in Book 2255 at Page 369 of said records; thence S00°02'15" E, along the West line of said parcel, a distance of 469.23 feet to the Northerly line of Clear View Drive as platted in Clear View Industrial Park Filing No. 1 according to the recorded plat thereof as filed for record February 20, 1970 in Plat Book N-2 at Page 19 of said records; thence along said Northerly line, the following three (3) courses:

- (1) Along the arc of a non-tangent curve to the right, with a radius of 206.87 feet, a central angle of 10°59'01", a length of 39.66 feet (chord bears N61°23'28" W);
- (2) N56°31'55" W, a distance of 170.00 feet;
- (3) S33°28'05" W, a distance of 80.00 feet to the Northeasterly line of the Fountain Mutual Irrigation Ditch;

thence N56°31'55" W, along said Northeasterly line, a distance of 441.98 feet to the Southwesterly Corner of a parcel of land as described in Book 2805 at Page 922 of said records; thence N00°01'38" W, along the Westerly line of said parcel, and also along the Westerly line of a parcel as described in Book 5013 at Page 1091 of said records, a distance of 2029.32 feet to the Southerly line of Drennan Road as described in Book 602 at Page 292 of said records; thence S89°39'20" E, along said Southerly line, a distance of 1460.93 feet to the point of beginning.

This description contains 56.50 acres.

AUG 24 1973

BOOK 2616 PAGE 682

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

No. **10261**

**HARRIET DEALS**

RECORDER

Widefield Homes, Inc., a Colorado Corporation

whose address is El Paso County, Colorado

County of El Paso and State of Colorado for the consideration of TEN DOLLARS, in hand paid, hereby sell(s) and convey(s) to

Eagle Picher Industries, Inc., an Ohio Corporation

whose address is Colorado Springs, Colorado

County of El Paso and State of Colorado, the following real property in the County of El Paso and State of Colorado, to-wit:

A tract of land in Section 2, T. 15 S., R. 66 W of the 6th P.M. described as follows: Commencing at the East 1/4 corner of said Section 2; Thence North along the East line of said Section 2 a distance of 1025.0 feet; (The East line of Section 2 is the Control Bearing Line of this Description Having a Bearing of Due North); Thence West a distance of 50.0 feet to the Westerly Right-of-Way line on Hancock Expressway and the Point of Beginning; Thence West 871.0 feet; Thence North 500.0 feet; Thence East 871.0 feet to the Westerly Right-of-Way line of Hancock Expressway; Thence South along said Right-of-Way line 500.0 feet to the point of beginning. Said tract is subject to a drainage easement over the West 30 feet and over the North 20 feet. The East 50 feet of said tract is subject to easements for roads and utility purposes.

STATE DOCUMENTARY

AUG 24 1973

FEE \$ 2.13

with all its appurtenances and warrant(s) the title to the same, subject to: Taxes for the current year, Restrictions, Easements and Reservations of record.

Signed this 15th day of August, 1973

Widefield Homes, Inc.

STATE OF COLORADO,

County of El Paso

} ss.

The foregoing instrument was acknowledged before me this

15th day of August, 1973

by J.H. Watson as President of Widefield Homes, Inc., a Colorado Corporation.

Witness my hand and official seal.

My commission expires September 13, 1976

Betty O. Hudson

Notary Public

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

Received at 123 o'clock P M. JUL 11 1973

BOOK 2604 PAGE 319

Reception No. 998273 HARRIET BEALS

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT THE COLORADO SPRINGS LAND HOLDING COMPANY, a Colorado Corporation, for the consideration of Ten Dollars and other good and valuable consideration, hereby sells and quit claims to WIDEFIELD HOMES, INC., a Colorado Corporation, the following real property and mineral interests situate in the County of El Paso and State of Colorado, to-wit:

All oil, gas and other minerals and mineral rights now owned by The Colorado Springs Land Holding Company, and all rights of ingress and egress for the purpose of exploring for, extracting and removing the same, in and under and that may be produced from that portion of Section 2, Township 15 South, Range 66 West of the 6th. P. M. described as follows:

Commencing at the East 1/4 corner of said Section 2; thence North along the East line of said Section 2 a distance of 1025.0 feet, (The East line of Section 2 is the Control Bearing Line of this Description having a Bearing of Due North); Thence West a distance of 50.0 feet to the Westerly Right-of-Way line of Hancock Expressway and the point of beginning; Thence West 871.0 feet; Thence North 500.0 feet; Thence East 871.0 feet to the Westerly Right-of-Way Line of Hancock Expressway; Thence South along said Right-of-Way line 500.0 feet to the point of beginning and containing 10.0 acres.

Reserving, however, to The Colorado Springs Land Holding Company a 1/16 royalty interest in and to any and all oil, gas and other minerals which may be extracted, saved or prodeded from said real property above described.

Executed this 29 day of June 1973.

THE COLORADO SPRINGS LAND HOLDING COMPANY

By [Signature]



ATTEST

[Signature]  
Assistant Secretary

STATE DOCUMENTARY

JUL 11 1973

FEE \$ None



STATE OF NEW YORK )  
 )  
 ) ss:  
COUNTY OF NEW YORK )

On this *29th* day of *June* 1973 before me, the undersigned officer, personally appeared John G. Van Deusen who acknowledged himself to be President of The Colorado Springs Land Holding Company, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Mollie M. Perrone*  
Notary Public  
MOLLIE M. PERRONE  
Notary Public, State of New York  
No. 01-0100360  
Qualified in New York County  
Commission Expires March 30, 1974



received at 3:30 o'clock P.M. SEP 9 1969  
Recession No. 686581 HARRIET BEALS

BOOK 2308 PAGE 870

A G R E E M E N T

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of June, 1969, by and between EAGLE PICHER INDUSTRIES, INC., hereinafter referred to as "First Party" and SECURITY SANITATION DISTRICT, hereinafter referred to as "Second Party,"

WITNESSETH:

WHEREAS, First Party has petitioned Second Party for inclusion of real property into the sanitation district of Second Party, and

WHEREAS, First and Second Parties desire to set forth their agreement regarding what types of sewerage may be put into Second Party's sanitation district system.

NOW, THEREFORE, in consideration of the mutual promises of the parties to be kept and performed by the parties, Second Party agrees to treat all domestic type sewage from domestic type fixtures from First Party's plant, and First Party agrees not to dump any industrial type waste or sewage into Second Party's sewage system without Second Party's expressed written consent.

IN WITNESS WHEREOF, the parties hereto set their hands and affixed their seals the day and year first above written.

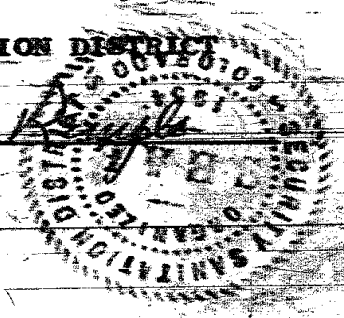
EAGLE PICHER INDUSTRIES, INC.

BY: M. J. Schutt

SECURITY SANITATION DISTRICT

BY: Thomas K. [Signature]

Secretary



Received at 8:22 o'clock P. M., JUN 8 1967  
Receipts No. 543032 HARRIET BEALS

BOOK 2183 PAGE 572

WARRANTY DEED

THIS DEED, Made this 31st day of May  
in the year of our lord, one thousand nine hundred and sixty-seven, between THE COLORADO SPRINGS LAND HOLDING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and THE FIRST NATIONAL BANK OF COLORADO SPRINGS, a national banking association, Trustee, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso, State of Colorado, to-wit:

IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P. M.:

Section 1: All, EXCEPT that portion of the SW $\frac{1}{2}$ SW $\frac{1}{2}$  lying Southerly and Westerly of the canal of the Fountain Mutual Irrigation Co., and EXCEPT tract conveyed to El Paso County by Deed recorded in Book 2005 at Page 753.

Section 2: NE $\frac{1}{2}$ NE $\frac{1}{2}$ ; those portions of the S $\frac{1}{2}$ NE $\frac{1}{2}$  and of the NE $\frac{1}{2}$ SE $\frac{1}{2}$  lying Northerly and Easterly of the canal of the Fountain Mutual Irrigation Co.; that part of the SE $\frac{1}{2}$ SE $\frac{1}{2}$  lying Northerly and Easterly of the County Road, EXCEPT tract conveyed to El Paso County by deed recorded in Book 2005 at Page 753.

Section 12: NE $\frac{1}{2}$ NE $\frac{1}{2}$ ; SE $\frac{1}{2}$ NE $\frac{1}{2}$ ; those portions of the SW $\frac{1}{2}$ NE $\frac{1}{2}$  and of the SE $\frac{1}{2}$ NW $\frac{1}{2}$  lying Northerly and Easterly of the County road; SE $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ ; W $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ ; that part of the E $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$  lying Northerly and Easterly of the canal of the Fountain Mutual Irrigation Co.; a part of the SE $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$  described as follows:

Beginning at a point 200 feet East of the Southwest corner of said SE $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ ;  
thence West, 200 feet; thence North 500 feet;  
thence Southeasterly to the point of beginning;  
those portions of the SE $\frac{1}{2}$ NW $\frac{1}{2}$  and of the NE $\frac{1}{2}$ SW $\frac{1}{2}$  and of the SW $\frac{1}{2}$ NE $\frac{1}{2}$  and of the NW $\frac{1}{2}$ SE $\frac{1}{2}$  described in deed recorded in Book 1555 at Page 255, EXCEPT those portions of said Section 12 lying within the right of way of the canal of the Fountain Mutual Irrigation Co., and EXCEPT tract in the E $\frac{1}{2}$ SW $\frac{1}{2}$  conveyed to El Paso County by deed recorded in Book 2001 at Page 473.

IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6th P. M.:

Section 6: W $\frac{1}{2}$

Section 7: NW $\frac{1}{2}$ , EXCEPT that portion conveyed to Fountain Valley School of Colorado by deed recorded March 5, 1956, in Book 1556 at Page 272.

RESERVING however unto party of the first part, its successors and assigns forever, from the foregoing grant, all of the oil, gas and other minerals now owned by the said party of the first part in and under and that may be produced from the above described real property, or any part thereof, together with the right of ingress and egress at all times for the purposes of entering upon, exploring for, extracting, and removing the same.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns, forever. And the said THE COLORADO SPRINGS LAND HOLDING COMPANY, party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except the following:

1. General real property taxes and assessments for the year 1967, payable January 1, 1968, and subsequent years.
2. Unrecorded but existing easements, if any.
3. Zoning ordinances and governmental rules and regulations pertaining to the Trust Property.
4. All existing roads, highway, railroads, ditches, canals, reservoirs, pipelines, utilities, rights of way and easements therefor, including the interests of The Colorado and Southern Railway Company, as successor to The Denver and New Orleans Railroad Company, The Denver, Texas and Gulf Railroad Company, the Union Pacific, Denver and Gulf Railway Company and of the Chicago, Rock Island and Pacific Railroad Company, which said interests are disclosed by instruments recorded in Book 529 at Page 411 and in Map File 767.
5. Rights of way for public roads 60 feet in width along the section, township and range lines in the public domain, as created by Road Orders recorded in Book A at Pages 63, 67 and 78.
6. Rights of way of El Paso County for public road purposes in the North 30 feet of the N $\frac{1}{2}$  of Section 1-15-66, the North 30 feet of the NE $\frac{1}{4}$  of Section 6-15-65, the North 30 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 2-15-66, the South 30 feet of the NW $\frac{1}{4}$  of Section 7-15-65, and the South 30 feet of the East 1304.3 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 12-15-66.
7. Any portion of the subject property lying within Colorado State Highway No. 94 as acquired by El Paso County by Order in Condemnation recorded March 1, 1935 in Book 840 at Page 408.
8. Right of way of the American Telephone and Telegraph Company, 16.5 feet in width for the construction, operation and maintenance of such communications systems, and appurtenances, which it may require, together with the right of ingress and egress for such purposes and to keep said right of way cleared, upon, over and under the NE $\frac{1}{4}$  of Section 12-15-66, Section 1-15-66 lying North and East of the canal, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$  lying North and East of the canal and NE $\frac{1}{4}$ SE $\frac{1}{4}$  lying North and East of the canal in Section 2-15-66, as granted by instruments recorded in Book 1362 at Pages 137, 138 and 355.

9. Right of the American Telephone and Telegraph Company to construct, operate and maintain repeater housings and fixtures and appurtenances, in the SW $\frac{1}{4}$  of Section 1 and the NW $\frac{1}{4}$  of Section 12-15-66, as granted by instrument recorded November 5, 1952 in Book 1362 at Page 354.

10. Any right or interest acquired or which may be acquired by Public Service Company of Colorado in Civil Actions numbered 46918 and 46919 in the District Court in and for the County of El Paso, lis pendens in each of which recorded October 6, 1964 in Book 2038 at Pages 58 and 60.

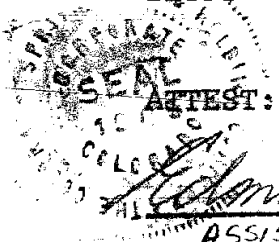
11. Any part of subject property lying within the main canal of the Fountain Valley Land and Irrigation Company, or within Reservoir No. 2 of said Company, as reserved by instrument recorded October 28, 1919 in Book 601 at Page 303.

12. Restriction, which does not contain a forfeiture or reverter clause, providing that no pumping plant, except for domestic purposes, shall be established on the N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 12-15-66, as contained in instrument recorded October 2, 1922 in Book 694 at Page 89,

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

THE COLORADO SPRINGS LAND HOLDING COMPANY



By John S. De Martin President  
Edmund Van Spier Assistant Secretary

STATE OF New York }  
COUNTY OF New York } ss.

The foregoing Warranty Deed was acknowledged before me this 31<sup>st</sup> day of May, 1967, by John S. De Martin as President and by Edmund Van Spier as Assistant Secretary of THE COLORADO SPRINGS LAND HOLDING COMPANY, a corporation.

WITNESS my hand and official seal.

My Commission expires March 30, 1968

Harnet A. Borden  
Notary Public

HARNET A. BORDEN  
NOTARY PUBLIC, State of New York  
No. 09-8597580  
Qualified in Bronx County  
Cert. filed in New York County  
Commission Expires March 30, 1968



**EXHIBIT C**

**Form of Deed**

**LIMITED WARRANTY DEED**

**Jules Ryan Watson, ( "Grantor"),** whose mailing address is 3 Widefield Boulevard, Colorado Springs, CO 80911, for Ten and no/100 Dollars (\$10.00) and no additional consideration, the receipt and sufficiency of which hereby are acknowledged, hereby sells and conveys to Flying Tiger Holdings, LLC ("Grantee"), which has a mailing address of 3 Widefield Boulevard, Colorado Springs, CO 80911, **an undivided 16.66665% interest** in and to the following real property located in the County of El Paso, State of Colorado:

See **Exhibit A** attached hereto and by this reference incorporated herein;

Also identified as Assessor's Parcel Nos. 5530003011, 5530003012, 6501305030, 65020000118, 6502000122, 6502000123 and 6502000135;

with all of its appurtenances; and Grantor warrants title to the property to Grantee, subject, however, to (i) the condition that such warranty shall not extend to the successors or assigns of Grantee or to more remote grantees; and (ii) any lien for general taxes for the year 2016 and subsequent years, and (iii) restrictions, reservations, covenants, conditions, easements, and rights-of-way for which exception was taken on the deed by which Grantor received title to the property and all matters, if any, reflected in documents recorded subsequent to the recording of such vesting deed.

EXECUTED this 24th day of March, 2017.

**GRANTOR:**

**Jules Ryan Watson**

By: 

\_\_\_\_\_  
Jules R. Watson,

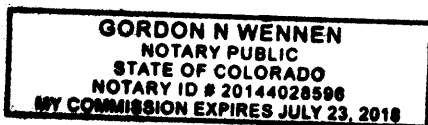
STATE OF COLORADO )  
 ) ss.  
COUNTY OF El PASO )

The foregoing instrument was acknowledged before me this 27 day of MARCH 2017, by Jules Ryan Watson

Witness my hand and official seal.

My commission expires: July 23, 2018.

[SEAL]



Gordon N. Wennen  
Notary Public

**EXHIBIT A**

**Real Property**

Assessor's Parcel Number	Description
5530003011	Lot 3, Block 1, Widefield Industrial Park Filing No. 1, except that part conveyed to the Colorado Department of Transportation by document at Rec. No. 209023633
5530003012	Lot 4, Block 1, Widefield Industrial Park Filing No. 1, except that part conveyed to the Department of Transportation by Reception No. 20923633.
6501305030	Hancock Expressway Vacant commercial lots/11.39 acres
6502000118	Vacant land 11.37 acres Section 02-15-66
6502000122	3550 Hancock Expressway Easterly 189.83 feet NW4 NE 4 except northerly 440 feet of Section 02-15-66
6502000123	A POR OF THE NE4 SEC 02-15-66 DESC AS FOLS; COM AT THE NE COR OF SD SEC 2 TH S00<49'24" E ON TH E LN OF THE NE4 OF SD SEC 2 1229.43FT TO A PT BEING ON THE EXTENSION OF THE SLY BDRY LN OF A PAR DESC UNDER BK 2231-895 THE S89<33'09"W 50.00 FT TO A PT ON THE WLY R/W LN OF HANCOCK EXPY, S89<33'09" W 7.96 FT FOR POB, N00<49'24" W 213.28 FT, NO2 <39'00" W 390.19 FT, N00<44'09" W 90.85FT, N29<04'02" W 61.18 FT, S89<31'59"W 307.71 FT, N86<53'51" W 172.68 FT, S89<43'45"W 301.23 FT, N84<51'24" W 300.27FT TO A PT BEING 440.00 FT SLY OF THE N LN OF THE NE4 OF SD SEC2, S89<33'09" W 142.00 FT M/L S00<49'49" E 784 FT M/L, S89<57'48"E 1262.97 FT TO POB
6502000135	TR IN SW4NE4 SEC 2-15-66 DESC AS FOLS; BEG AT THE SE COR OF A TR DESC UNDER BK 2805-922 TH N56<31'55"W ALG THE SLY LN OF SD TR 84.63FT, N33<28'05"E 80.00FT, S84<20'53"E 26.56FT TO A PT ON THE E LN OF SD TR, S00<01'38"E ALG THE E LN OF SD TR 110.79 FT TO POB





**EXHIBIT C**

**Form of Deed**

**LIMITED WARRANTY DEED**

**JRW Trust #1**, a Colorado trust ( "**Grantor**" ), whose mailing address is 3 Widefield Boulevard, Colorado Springs, CO 80911, for Ten and no/100 Dollars (\$10.00) and no additional consideration, the receipt and sufficiency of which hereby are acknowledged, hereby sells and conveys to Jules Ryan Watson ("**Grantee**" ), which has a mailing address of 3 Widefield Boulevard, Colorado Springs, CO 80911, an **undivided 16.66665% interest** in and to the following real property located in the County of El Paso, State of Colorado:

See **Exhibit A** attached hereto and by this reference incorporated herein;

Also identified as Assessor's Parcel Nos. 5530003011, 5530003012, 6501305030, 65020000118, 6502000122, 6502000123 and 6502000135;

with all of its appurtenances; and Grantor warrants title to the property to Grantee, subject, however, to (i) the condition that such warranty shall not extend to the successors or assigns of Grantee or to more remote grantees; and (ii) any lien for general taxes for the year 2016 and subsequent years, and (iii) restrictions, reservations, covenants, conditions, easements, and rights-of-way for which exception was taken on the deed by which Grantor received title to the property and all matters, if any, reflected in documents recorded subsequent to the recording of such vesting deed.

EXECUTED this 24th day of March, 2017.

**GRANTOR:**

**JRW Trust #1**  
a Colorado Trust

By:   
Frank C. Watson, Trustee

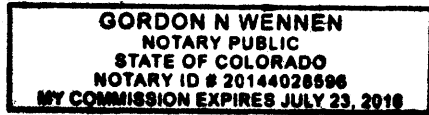
STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 29 day of MARCH 2017, by Frank C. Watson as Trustee, JRW Trust #1, a Colorado Trust.

Witness my hand and official seal.

My commission expires: July 23, 2018.

[S E A L]



  
Notary Public

**EXHIBIT A**

**Real Property**

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**EXHIBIT C**

Form of Deed

**LIMITED WARRANTY DEED**

**Block 260, LLP**, a Colorado limited liability partnership ( "**Grantor**" ), whose mailing address is 3 Widefield Boulevard, Colorado Springs, CO 80911, for Ten and no/100 Dollars (\$10.00) and no additional consideration, the receipt and sufficiency of which hereby are acknowledged, hereby sells and conveys to JRW Trust #1\_\_\_\_\_ ("**Grantee**"), which has a mailing address of 3 Widefield Boulevard, Colorado Springs, CO 80911, an **undivided 16.66665% interest** in and to the following real property located in the County of El Paso, State of Colorado:

See Exhibit A attached hereto and by this reference incorporated herein;

Also identified as Assessor's Parcel Nos. 5530003011, 5530003012, 6501305030, 65020000118, 6502000122, 6502000123 and 6502000135;

with all of its appurtenances; and Grantor warrants title to the property to Grantee, subject, however, to (i) the condition that such warranty shall not extend to the successors or assigns of Grantee or to more remote grantees; and (ii) any lien for general taxes for the year 2016 and subsequent years, and (iii) restrictions, reservations, covenants, conditions, easements, and rights-of-way for which exception was taken on the deed by which Grantor received title to the property and all matters, if any, reflected in documents recorded subsequent to the recording of such vesting deed.

EXECUTED this 24th day of March, 2017.

**GRANTOR:**

**BLOCK 260, LLP,**  
a Colorado limited liability partnership

By:   
\_\_\_\_\_  
Mark Watson, Managing Partner

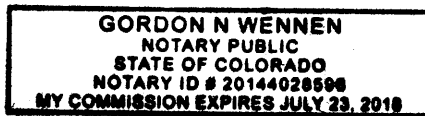
STATE OF COLORADO )  
 ) ss.  
COUNTY OF EI PASO )


The foregoing instrument was acknowledged before me this 27 day of March 2017, by Mark Watson as Managing Partner of Block 260, LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018.

[SEAL]



  
Notary Public

**EXHIBIT A**

**Real Property**

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**EXHIBIT C**

Form of Deed

**LIMITED WARRANTY DEED**

**Block 260, LLP**, a Colorado limited liability partnership ( "**Grantor**" ), whose mailing address is 3 Widefield Boulevard, Colorado Springs, CO 80911, for Ten and no/100 Dollars (\$10.00) and no additional consideration, the receipt and sufficiency of which hereby are acknowledged, hereby sells and conveys to \_KDW Trust #1\_ ("**Grantee**"), which has a mailing address of 3 Widefield Boulevard, Colorado Springs, CO 80911, **an undivided 16.66665% interest** in and to the following real property located in the County of El Paso, State of Colorado:

See **Exhibit A** attached hereto and by this reference incorporated herein;


Also identified as Assessor's Parcel Nos. 5530003011, 5530003012, 6501305030, 65020000118, 6502000122, 6502000123 and 6502000135;

with all of its appurtenances; and Grantor warrants title to the property to Grantee, subject, however, to (i) the condition that such warranty shall not extend to the successors or assigns of Grantee or to more remote grantees; and (ii) any lien for general taxes for the year 2016 and subsequent years, and (iii) restrictions, reservations, covenants, conditions, easements, and rights-of-way for which exception was taken on the deed by which Grantor received title to the property and all matters, if any, reflected in documents recorded subsequent to the recording of such vesting deed.

EXECUTED this 24<sup>th</sup> day of March, 2018.

**GRANTOR:**

**BLOCK 260, LLP,**  
a Colorado limited liability partnership

By:   
Mark Watson, Managing Partner

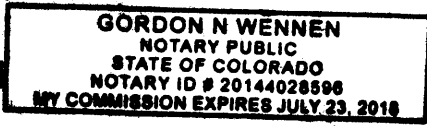
STATE OF COLORADO )  
 ) ss.  
COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March 2017, by Mark Watson as Managing Partner of Block 260, LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018.

[SEAL]



Gordon N Wennen  
Notary Public



**EXHIBIT A**

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5530003011	Lot 3, Block 1, Widefield Industrial Park Filing No. 1, except that part conveyed to the Colorado Department of Transportation by document at Rec. No. 209023633
5530003012	Lot 4, Block 1, Widefield Industrial Park Filing No. 1, except that part conveyed to the Department of Transportation by Reception No. 20923633.
6501305030	Hancock Expressway Vacant commercial lots/11.39 acres
6502000118	Vacant land 11.37 acres Section 02-15-66
6502000122	3550 Hancock Expressway Easterly 189.83 feet NW4 NE 4 except northerly 440 feet of Section 02-15-66
6502000123	A POR OF THE NE4 SEC 02-15-66 DESC AS FOLS; COM AT THE NE COR OF SD SEC 2 TH S00<49'24" E ON TH E LN OF THE NE4 OF SD SEC 2 1229.43FT TO A PT BEING ON THE EXTENSION OF THE SLY BDY LN OF A PAR DESC UNDER BK 2231-895 THE S89<33'09"W 50.00 FT TO A PT ON THE WLY R/W LN OF HANCOCK EXPY, S89<33'09" W 7.96 FT FOR POB, N00<49'24" W 213.28 FT, N02 <39'00" W 390.19 FT, N00<44'09" W 90.85FT, N29<04'02" W 61.18 FT, S89<31'59"W 307.71 FT, N86<53'51" W 172.68 FT, S89<43'45"W 301.23 FT, N84<51'24" W 300.27FT TO A PT BEING 440.00 FT SLY OF THE N LN OF THE NE4 OF SD SEC2, S89<33'09" W 142.00 FT M/L S00<49'49" E 784 FT M/L, S89<57'48"E 1262.97 FT TO POB
6502000135	TR IN SW4NE4 SEC 2-15-66 DESC AS FOLS; BEG AT THE SE COR OF A TR DESC UNDER BK 2805-922 TH N56<31'55"W ALG THE SLY LN OF SD TR 84.63FT, N33<28'05"E 80.00FT, S84<20'53"E 26.56FT TO A PT ON THE E LN OF SD TR, S00<01'38"E ALG THE E LN OF SD TR 110.79 FT TO POB

## GRANT OF UTILITY EASEMENT

This Agreement for Grant of a Utility Easement is entered into this 30<sup>th</sup> day of March, 2017 between:

Name: Block 260, LLP, a Colorado limited liability partnership, and  
Block 260 Ltd., a Colorado limited partnership

Address: Three Widefield Blvd.  
Colorado Springs, CO 809011-2126

hereinafter collectively referred to as "Grantor"

and the **Security Water District** and the **Security Sanitation District**, 231 Security Blvd., Colorado Springs, CO 80911, hereinafter referred to as the "Districts".

### RECITALS

A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").

B. The Districts want to acquire an easement across Grantor's Property for purposes of a utility easement, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Districts a perpetual nonexclusive easement over and across the Grantor's Property, the description, location and dimensions of the easement being set forth in Exhibit B attached hereto. A sketch depicting the location and dimensions of the Easement is attached hereto as Exhibit C and incorporated by this reference.

2. Purpose of Easement. The Easement to the Districts shall be for the purposes of construction, replacement, improvement, repair, maintenance, and operation of utility facilities, including but not limited to underground pipelines, metering devices, pumps, motors, manholes, valves, utilities, fixtures, water and wastewater collection and distribution lines, and fixtures, appurtenances, and attachments related thereto, together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.

3. Use of Easement by Grantor. The Grantor shall be entitled to use the Easement area for its own purposes of a private roadway that services the Grantor's Property ("Grantor's Road"). No building, structure, trees, shrubs, fences, landscaping, or other improvement shall be placed or constructed on or within said Easement by the Grantor without the Districts' express

written consent. Provided, however, Grantor may place typical types of paving, curbs, and gutters across the Easement as necessary for the Grantor's Road and the corresponding use and enjoyment of the Grantor's Property. The Grantor shall be responsible for the maintenance of the Grantor's Road, except for any damages caused by the District which shall be the District's obligation to repair. The Districts shall have the right to remove all obstructions or improvements from the Easement that were not permitted by the terms of this Agreement, were placed without the District's consent, or which interfere with the use and enjoyment of the Easement, without liability to Grantor. The Districts agree that if it is required to disturb the surface of the Easement for construction, maintenance, or operation of the utility facilities, it shall restore the surface to the pre-disturbance condition.

4. District's Use and Enjoyment. Grantor agrees to not use, or to allow use of, the Easement property in a way that would interfere with the Districts' use of the Easement or place the Districts' improvements and any appurtenances at risk of damage. Any other utilities placed within the nonexclusive easement (i.e., natural gas, telephone, cable, etc.) shall only be placed with the Districts' prior written consent, which consent shall not be unreasonably withheld or delayed, so that such other utilities shall not be located on top of the Districts' utility facilities or so close thereto as to interfere with or impair the Districts' access, construction, replacement, and maintenance of the utility facilities within said Easement.

5. Utilities. Part of the Districts' utilities within the Easement may consist of utility service by other utility providers, such as Colorado Springs Utilities ("Other Utility Providers"). The Districts shall have the right to grant utility easements to Other Utility Providers related to the Districts' use of the Easement and property served and/or accessed by the Easement. The utility easements to the Other Utility Providers shall be upon customary terms and shall be subject to the reasonable review and approval of the Grantor, which approval shall not be unreasonably withheld or delayed.

6. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.

7. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.

8. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR:

Block 260, LLP,  
a Colorado limited liability partnership

By:   
Mark Watson, General Partner

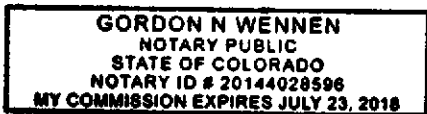
Date: 03/30/17

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

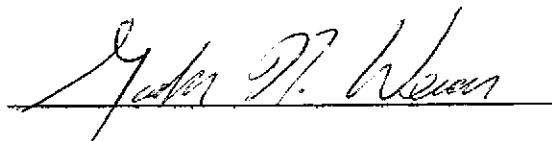
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260, LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018



Notary Public



GRANTOR:  
Block 260 Ltd., a Colorado limited partnership

By: *Mark Watson*  
Mark Watson, General Partner

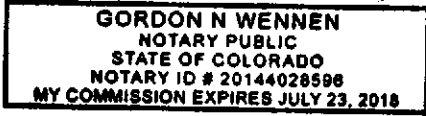
Date: 3/30/17

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

The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260 Ltd., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018



Notary Public

*Gordon N Wennen*

GRANT OF UTILITY EASEMENT ACCEPTED AND AGREED:

Security Water District

Security Sanitation District

By: Roy E. Heald  
Roy E. Heald, Manager

By: Roy E. Heald  
Roy E. Heald, Manager

Date: March 31, 2017

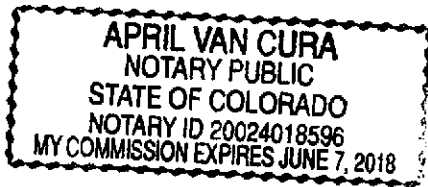
Date: March 31, 2017

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

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2017, by Roy E. Heald as Manager of Security Water District and Security Sanitation District.

Witness my hand and official seal.

My commission expires: 6-7-18



Notary Public

April Van Cura

**EXHIBIT A**  
**To**  
**Grant of Utility Easement**  
**Grantor's Property**

That part of the Northeast Quarter of Section 2, Township 15 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

Book 5919 at Page 1413 of the records of said El Paso County;

TOGETHER WITH THE FOLLOWING:

Reception No. 210003562 of said records of El Paso County.

**EXHIBIT B****To****Grant of Utility Easement****Non-Exclusive Utility Easement****Prepared by: GMS, Inc., Consulting Engineers****Date of Preparation: March 11, 2017****Revised: March 21, 2017**

A variable width permanent, non-exclusive utility easement over, under and across that part of the Northeast Quarter of Section 2, Township 15 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, El Paso County, Colorado, said variable width utility easement being more particularly described as follows:

Commencing at the North Quarter corner of said Section 2; thence S00°52'03"E (said bearing and all others used in this land description are relative to the north line of said Northeast Quarter of Section 2 which is assumed to bear N89°32'55"E), along the west line of said Northeast Quarter of Section 2, a distance of 440.01 feet to a point on the south line of that parcel of land as described under Reception No. 209090392 of the records of said county, said line being 440 feet south of said north line of the Northeast Quarter of Section 2, said line hereinafter being referred to as the south right-of-way line of Milton Proby Parkway; thence N89°32'55"E, along said south right-of-way line thereof, a distance of 1132.30 feet to the Point of Beginning, said point being the northwest corner of that parcel of land as described in Book 5013 at Page 1091 of said records;

thence continue N89°32'55"E, along said south right-of-way line thereof, a distance of 30.50 feet to a point on a line being 30.50 feet easterly of and parallel to the west line of said parcel of land as described in Book 5013 at Page 1091;

thence S00°50'49"E, along said parallel line thereof, a distance of 1011.14 feet;

thence S45°50'49"E, a distance of 38.05 feet;

thence S89°10'34"W, a distance of 26.91 feet to a point on said line being 30.50 feet easterly of and parallel to the west line of that parcel of land as described in Book 5013 at Page 1091;

thence S00°50'49"E, along said parallel line thereof, a distance of 130.00 feet;

thence N89°10'34"E, a distance of 39.14 feet;

thence S44°09'07"W, a distance of 41.21 feet;

thence S00°50'49"E, a distance of 317.85 to a point of curvature;



thence along the arc of a non-tangential curve concave to the southwest whose chord bears S26°47'14"E, through a central angle of 49°10'17", a radius of 70.00 feet for an arc distance of 60.07 feet to a point on the westerly extension of a southwesterly line of that parcel of land as described under Reception No. 216014428 of said records;

thence S57°21'06"E, along said westerly extension thereof and along said southwesterly line of that parcel of land as described under Reception No. 216014428, a distance of 416.27 feet to the northwest corner of Clear View Drive as platted in Clear View Industrial Park Filing No. 1 as recorded under Plat Book N-2 at Page 19 of said records;

thence S32°38'54"W, along the westerly line of said Clear View Drive, a distance of 80.00 feet to a point on the northeasterly line of the Fountain Mutual Irrigation Company channel as described in Book 627 at Page 113 of said records;

thence N57°21'06"W, along said northeasterly line of the Fountain Mutual Irrigation Company channel, a portion of said line being a southerly line of that parcel of land as described under Reception No. 210003562 of said records, a distance of 527.07 feet to the southwesterly corner of said parcel of land as described under Reception No. 210003562;

thence along the westerly and northerly lines of said parcel of land as described under Reception No. 210003562 by the following two courses, respectively:

- 1) N32°38'54"E, a distance of 76.85 feet;
- 2) N89°09'11"E, a distance of 28.16 feet to the northeast corner of said parcel of land as described under Reception No. 210003562, said point being on the southerly extension of said west line of that parcel of land as described in Book 5013 at Page 1091;

thence N00°50'49"W, along said southerly extension thereof and along said west line of that parcel of land as described in Book 5013 at Page 1091, a distance of 1509.11 feet, more or less, to the Point of Beginning.

The above described variable width utility easement contains approximately 2.167 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across said described parcel of land.

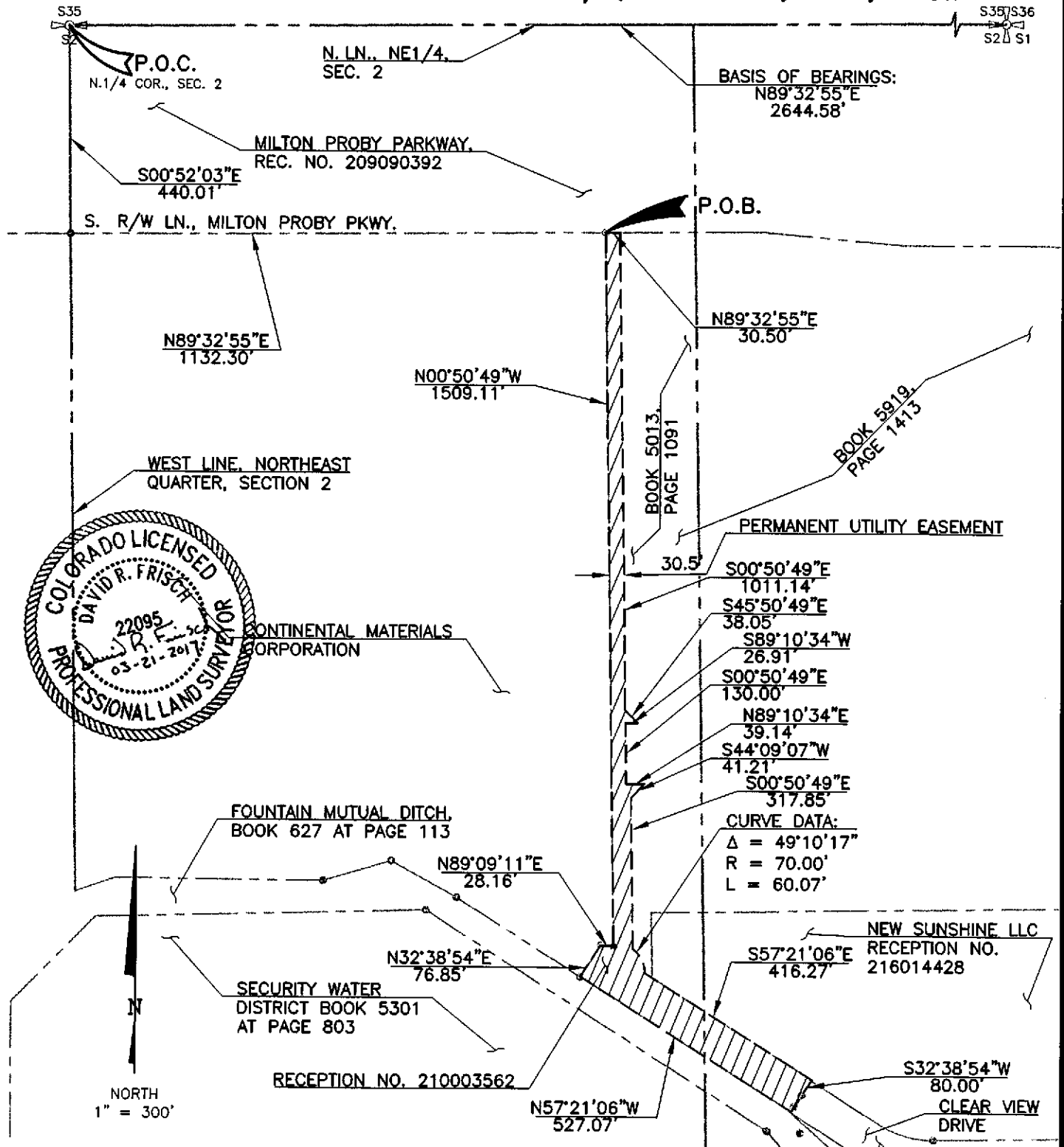
David R. Frisch, P.L.S.  
 Colorado Professional Land Surveyor No. 22095  
 For and on behalf of  
 GMS, Inc., Consulting Engineers  
 611 North Weber Street, Suite 300  
 Colorado Springs, CO 80903



# EXHIBIT C

## EASEMENT SKETCH

LOCATED IN A PORTION OF THE NE1/4, SECTION 2, T15S, R66W



NORTH  
1" = 300'



PERMANENT EASEMENT  
DENOTES FOUND PROPERTY CORNER

CLEAR VIEW  
INDUSTRIAL PARK  
FILING NO. 1, PLAT  
BK. N-2 AT PG 19

SECURITY\82052\233\600\BLOCK 260 Easement.dwg, 8.5x11, 3/21/2017 4:27:02 PM, sc, \GMISSV02.gmsengr.com\Back Office HP401.dn, 1:1

**GMS, INC.**  
PROJECT NO. 82052.233  
MARCH 11, 2017  
DRAWN BY: MAI

## GRANT OF EXCLUSIVE UTILITY EASEMENT

This Agreement for Grant of Exclusive Utility Easement and Conversion to Fee Simple Interest is entered into this 20<sup>th</sup> day of March, 2017 between:

Name: Block 260 Ltd., a Colorado limited partnership

Address: Three Widefield Blvd.  
Colorado Springs, CO 80901

hereinafter referred to as "Grantor"

and the **Security Water District** and the **Security Sanitation District**, 231 Security Blvd., Colorado Springs, CO 80911, hereinafter referred to as the "Districts".

### RECITALS

A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").

B. The Districts want to acquire an easement across Grantor's Property, with the later conversion of the easement to a fee interest, for purposes of a utilities easement, and the Grantor is willing to grant such easement and conversion to a fee interest upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Districts an exclusive easement over and across the Grantor's Property, the description, location and dimensions of the easement being set forth in Exhibit B attached hereto ("Easement Property"). A sketch depicting the location and dimensions of the Easement is attached hereto as Exhibit C and incorporated by this reference.

2. Purpose of Easement. The Easement to the Districts shall be for the purposes of construction, replacement, improvement, repair, maintenance, and operation of utility facilities, including but not limited to above ground facilities control structure and housing, underground pipelines, paving, metering devises, pumps, motors, manholes, valves, utilities, fixtures, water and wastewater collection and distribution lines, and fixtures, appurtenances, and attachments related thereto, together with the right of ingress and egress to and from said Easement.

3. Term of Easement. The term of the Easement shall be until the conversion of the Easement to a fee ownership interest as provided in Paragraph 9.

4. Compensation. The compensation paid by the Districts to the Grantor upon execution of this Grant in the amount of \$34,000 represents payment for the full fee simple title interest that the Districts are to receive under the terms of this Grant.

5. Use of Easement by Grantor. As the Easement is exclusive, the Grantor does not reserve any rights to the use of the Easement area. No building, structure, trees, shrubs, fences, landscaping, roads, or other improvement shall be placed or constructed on or within said Easement by the Grantor. The Districts shall have the right to remove all obstructions or improvements from the Easement that were not permitted by the terms of this Agreement or which interfere with the use and enjoyment of the Easement, without liability to Grantor.

6. District's Use and Enjoyment. Grantor agrees to not interfere with the Districts' use of the Easement or place the Districts' improvements and any appurtenances at risk of damage. No other utilities may be placed within the exclusive easement by Grantor.

7. Utilities. Part of the Districts' utilities within the Easement may consist of utility service by other utility providers, such as Colorado Springs Utilities ("Other Utility Providers"). The Districts shall have the right to grant utility easements to Other Utility Providers related to the Districts' use of the Easement and property served and/or accessed by the Easement. The utility easements to the Other Utility Providers shall be upon customary terms and shall be subject to the reasonable review and approval of the Grantor, which approval shall not be unreasonably withheld or delayed.

8. Security at Site. The Districts shall have the right to secure the Easement area. Such security may consist of fencing and locked access gates around the Easement.

9. Conversion of Easement to Fee Simple Title. The exclusive Easement granted herein shall be converted to a fee simple title interest to be granted by the Grantor to the Districts for the entirety of the Easement Property. Such conveyance shall be by warranty deed conveying marketable title to the Districts free and clear of all liens and encumbrances. The Districts shall diligently proceed through El Paso County, at its expense, to obtain approval of a subdivision exemption plat ("SEP") for the Easement Property that will allow conveyance of the Easement Property by Grantor to the Districts. The Districts will file the SEP application with the County within 120 days of this Easement Grant. The conveyance by Grantor to the Districts shall occur upon final approval of the SEP. The Grantor will cooperate with the Districts in obtaining the SEP from El Paso County for the creation of the legal tract for the Easement Property to be conveyed to the Districts. Upon such conveyance of the fee simple title of the Easement Property by Grantor to the Districts in accordance with the terms hereof, this Grant of Exclusive Utility Easement shall terminate by merger of title into the deeded conveyance of the Easement Property.

In the unlikely event that the SEP cannot be obtained by the Districts from El Paso County, then the Easement Property shall then later be platted as an easement tract in Grantor's future development and platting of the Grantor's Property, and the Easement Property shall then be conveyed by Grantor to the Districts and the Easement terminated as provided herein. In this event, the Districts shall reimburse Grantor for ad valorem real property taxes, on a pro rata

basis, for the Easement Property from the date of the SEP denial until the date of the conveyance to the Districts.


10. Review and Approval. Any utilities building upon the Easement Property shall be constructed of materials and have an appearance that complies with water utility industry and construction practices for utility structures within developed municipal type property. Grantor shall have a right of reasonable review and pre-approval of the facility for compliance with this requirement, which approval shall not be unreasonably denied or delayed.

11. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.

12. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.

13. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR:  
Block 260 Ltd., a Colorado limited partnership

By:   
Mark Watson, General Partner

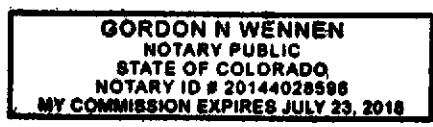
Date: 3/30/17

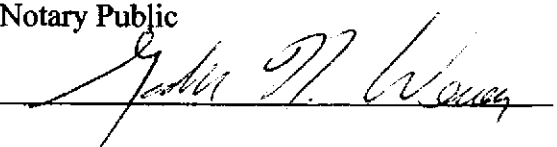
STATE OF COLORADO    )  
  )ss.  
COUNTY OF EL PASO    )

The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260 Ltd., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018



Notary Public  




**EXHIBIT A**  
**To**  
**Grant of Utility Easement**  
**Grantor's Property**

That part of the Northeast Quarter of Section 2, Township 15 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

Book 5919 at Page 1413 of the records of said El Paso County;

TOGETHER WITH THE FOLLOWING:

Reception No. 210003562 of said records of El Paso County.





The above described variable width utility easement contains approximately 0.239 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across said described parcel of land.

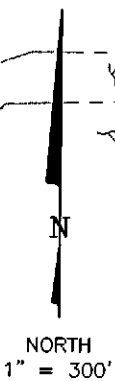
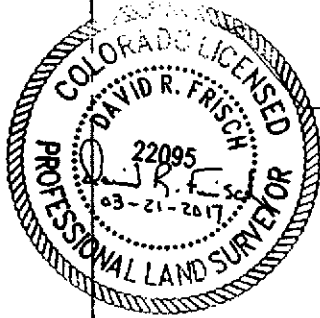
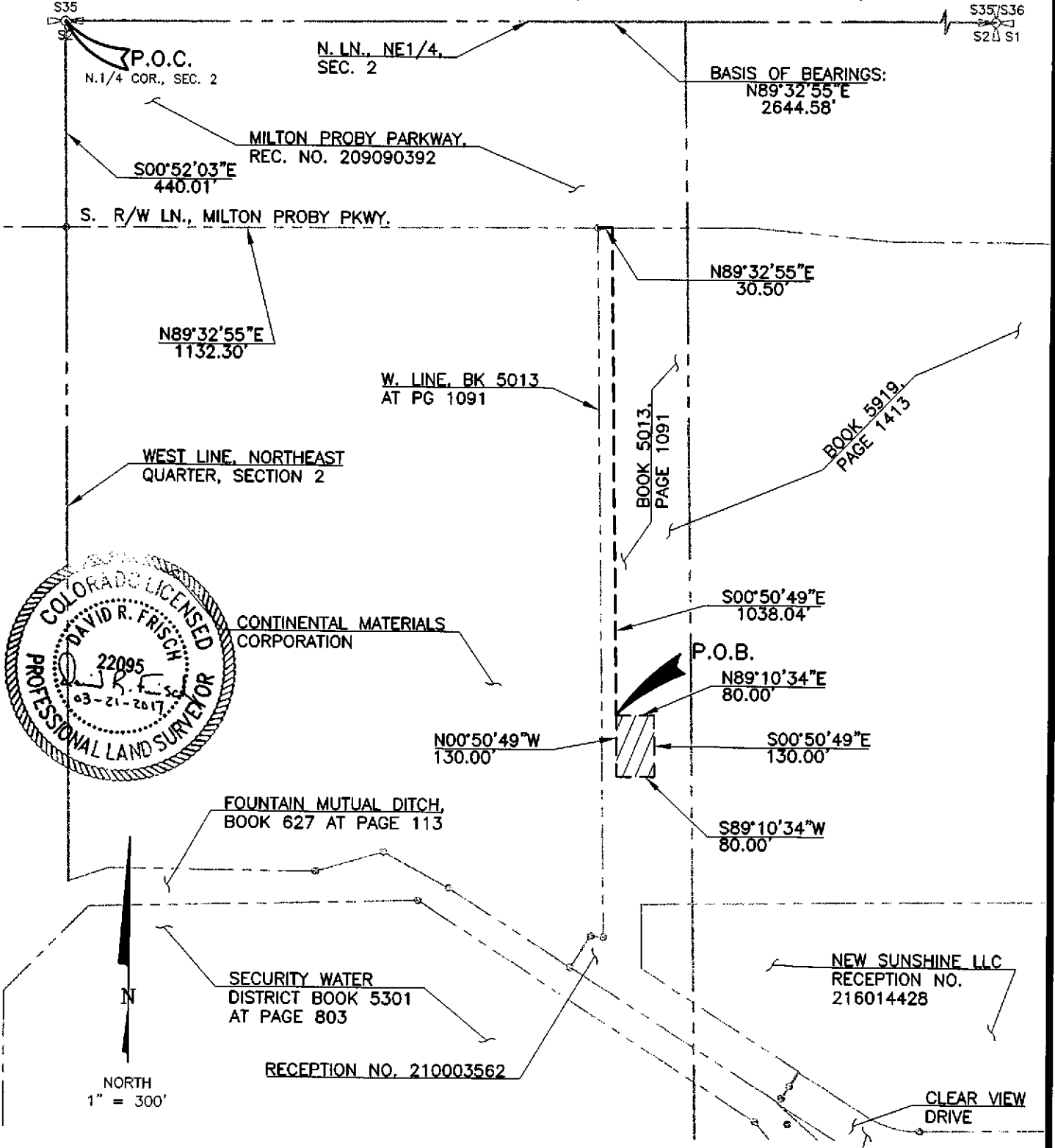
David R. Frisch, P.L.S.  
Colorado Professional Land Surveyor No. 22095  
For and on behalf of  
GMS, Inc., Consulting Engineers  
611 North Weber Street, Suite 300  
Colorado Springs, CO 80903



# EXHIBIT C

## EASEMENT SKETCH

LOCATED IN A PORTION OF THE NE1/4, SECTION 2, T15S, R66W



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**GMS, INC.**  
 PROJECT NO. 82052.233  
 MARCH 11, 2017  
 DRAWN BY: MAL



PERMANENT EASEMENT  
 DENOTES FOUND PROPERTY CORNER

CLEAR VIEW  
 INDUSTRIAL PARK  
 FILING NO. 1, PLAT  
 BK. N-2 AT PG 19

## GRANT OF EXCLUSIVE UTILITY EASEMENT

This Agreement for Grant of Exclusive Utility Easement and Conversion to Fee Simple Interest is entered into this 24<sup>th</sup> day of March, 2017 between:

Name: Block 260 Ltd., a Colorado limited partnership

Address: Three Widefield Blvd.  
Colorado Springs, CO 80901

hereinafter referred to as "Grantor"

and the **Security Water District** and the **Security Sanitation District**, 231 Security Blvd., Colorado Springs, CO 80911, hereinafter referred to as the "Districts".

### RECITALS

A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").

B. The Districts want to acquire an easement across Grantor's Property, with the later conversion of the easement to a fee interest, for purposes of a utilities easement, and the Grantor is willing to grant such easement and conversion to a fee interest upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Districts an exclusive easement over and across the Grantor's Property, the description, location and dimensions of the easement being set forth in Exhibit B attached hereto ("Easement Property"). A sketch depicting the location and dimensions of the Easement is attached hereto as Exhibit C and incorporated by this reference.

2. Purpose of Easement. The Easement to the Districts shall be for the purposes of construction, replacement, improvement, repair, maintenance, and operation of utility facilities, including but not limited to above ground facilities control structure and housing, underground pipelines, paving, metering devises, pumps, motors, manholes, valves, utilities, fixtures, water and wastewater collection and distribution lines, and fixtures, appurtenances, and attachments related thereto, together with the right of ingress and egress to and from said Easement.

3. Term of Easement. The term of the Easement shall be until the conversion of the Easement to a fee ownership interest as provided in Paragraph 9.

4. Compensation. The compensation paid by the Districts to the Grantor upon execution of this Grant in the amount of \$34,000 represents payment for the full fee simple title interest that the Districts are to receive under the terms of this Grant.

5. Use of Easement by Grantor. As the Easement is exclusive, the Grantor does not reserve any rights to the use of the Easement area. No building, structure, trees, shrubs, fences, landscaping, roads, or other improvement shall be placed or constructed on or within said Easement by the Grantor. The Districts shall have the right to remove all obstructions or improvements from the Easement that were not permitted by the terms of this Agreement or which interfere with the use and enjoyment of the Easement, without liability to Grantor.

6. District's Use and Enjoyment. Grantor agrees to not interfere with the Districts' use of the Easement or place the Districts' improvements and any appurtenances at risk of damage. No other utilities may be placed within the exclusive easement by Grantor.

7. Utilities. Part of the Districts' utilities within the Easement may consist of utility service by other utility providers, such as Colorado Springs Utilities ("Other Utility Providers"). The Districts shall have the right to grant utility easements to Other Utility Providers related to the Districts' use of the Easement and property served and/or accessed by the Easement. The utility easements to the Other Utility Providers shall be upon customary terms and shall be subject to the reasonable review and approval of the Grantor, which approval shall not be unreasonably withheld or delayed.

8. Security at Site. The Districts shall have the right to secure the Easement area. Such security may consist of fencing and locked access gates around the Easement.

9. Conversion of Easement to Fee Simple Title. The exclusive Easement granted herein shall be converted to a fee simple title interest to be granted by the Grantor to the Districts for the entirety of the Easement Property. Such conveyance shall be by warranty deed conveying marketable title to the Districts free and clear of all liens and encumbrances. The Districts shall diligently proceed through El Paso County, at its expense, to obtain approval of a subdivision exemption plat ("SEP") for the Easement Property that will allow conveyance of the Easement Property by Grantor to the Districts. The Districts will file the SEP application with the County within 120 days of this Easement Grant. The conveyance by Grantor to the Districts shall occur upon final approval of the SEP. The Grantor will cooperate with the Districts in obtaining the SEP from El Paso County for the creation of the legal tract for the Easement Property to be conveyed to the Districts. Upon such conveyance of the fee simple title of the Easement Property by Grantor to the Districts in accordance with the terms hereof, this Grant of Exclusive Utility Easement shall terminate by merger of title into the deeded conveyance of the Easement Property.

In the unlikely event that the SEP cannot be obtained by the Districts from El Paso County, then the Easement Property shall then later be platted as an easement tract in Grantor's future development and platting of the Grantor's Property, and the Easement Property shall then be conveyed by Grantor to the Districts and the Easement terminated as provided herein. In this event, the Districts shall reimburse Grantor for ad valorem real property taxes, on a pro rata

basis, for the Easement Property from the date of the SEP denial until the date of the conveyance to the Districts.

10. Review and Approval. Any utilities building upon the Easement Property shall be constructed of materials and have an appearance that complies with water utility industry and construction practices for utility structures within developed municipal type property. Grantor shall have a right of reasonable review and pre-approval of the facility for compliance with this requirement, which approval shall not be unreasonably denied or delayed.

11. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.

12. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.

13. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR:  
Block 260 Ltd., a Colorado limited partnership

By:   
Mark Watson, General Partner

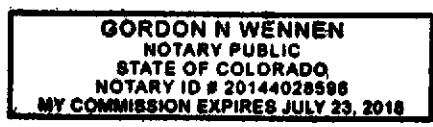
Date: 3/30/17

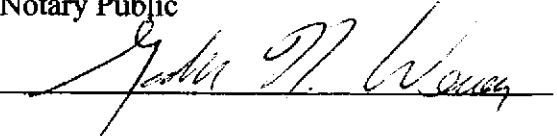
STATE OF COLORADO    )  
  )ss.  
COUNTY OF EL PASO    )

The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260 Ltd., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018



Notary Public  


GRANT OF UTILITY EASEMENT ACCEPTED AND AGREED:

By:

Security Water District

Security Sanitation District

By: Roy E. Heald  
Roy E. Heald, Manager

By: Roy E. Heald  
Roy E. Heald, Manager

Date: March 31, 2017

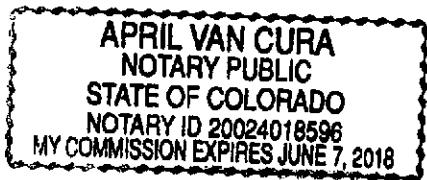
Date: March 31, 2017

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

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2017, by Roy E. Heald as Manager of Security Water District and Security Sanitation District.

Witness my hand and official seal.

My commission expires: 6-7-18



Notary Public

April Van Cura

## GRANT OF UTILITY EASEMENT

This Agreement for Grant of a Utility Easement is entered into this 30<sup>th</sup> day of March, 2017 between:

Name: Block 260, LLP, a Colorado limited liability partnership, and  
Block 260 Ltd., a Colorado limited partnership

Address: Three Widefield Blvd.  
Colorado Springs, CO 809011-2126

hereinafter collectively referred to as "Grantor"

and the **Security Water District** and the **Security Sanitation District**, 231 Security Blvd., Colorado Springs, CO 80911, hereinafter referred to as the "Districts".

### RECITALS

A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").

B. The Districts want to acquire an easement across Grantor's Property for purposes of a utility easement, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Districts a perpetual nonexclusive easement over and across the Grantor's Property, the description, location and dimensions of the easement being set forth in Exhibit B attached hereto. A sketch depicting the location and dimensions of the Easement is attached hereto as Exhibit C and incorporated by this reference.

2. Purpose of Easement. The Easement to the Districts shall be for the purposes of construction, replacement, improvement, repair, maintenance, and operation of utility facilities, including but not limited to underground pipelines, metering devices, pumps, motors, manholes, valves, utilities, fixtures, water and wastewater collection and distribution lines, and fixtures, appurtenances, and attachments related thereto, together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.

3. Use of Easement by Grantor. The Grantor shall be entitled to use the Easement area for its own purposes of a private roadway that services the Grantor's Property ("Grantor's Road"). No building, structure, trees, shrubs, fences, landscaping, or other improvement shall be placed or constructed on or within said Easement by the Grantor without the Districts' express

written consent. Provided, however, Grantor may place typical types of paving, curbs, and gutters across the Easement as necessary for the Grantor's Road and the corresponding use and enjoyment of the Grantor's Property. The Grantor shall be responsible for the maintenance of the Grantor's Road, except for any damages caused by the District which shall be the District's obligation to repair. The Districts shall have the right to remove all obstructions or improvements from the Easement that were not permitted by the terms of this Agreement, were placed without the District's consent, or which interfere with the use and enjoyment of the Easement, without liability to Grantor. The Districts agree that if it is required to disturb the surface of the Easement for construction, maintenance, or operation of the utility facilities, it shall restore the surface to the pre-disturbance condition.

4. District's Use and Enjoyment. Grantor agrees to not use, or to allow use of, the Easement property in a way that would interfere with the Districts' use of the Easement or place the Districts' improvements and any appurtenances at risk of damage. Any other utilities placed within the nonexclusive easement (i.e., natural gas, telephone, cable, etc.) shall only be placed with the Districts' prior written consent, which consent shall not be unreasonably withheld or delayed, so that such other utilities shall not be located on top of the Districts' utility facilities or so close thereto as to interfere with or impair the Districts' access, construction, replacement, and maintenance of the utility facilities within said Easement.

5. Utilities. Part of the Districts' utilities within the Easement may consist of utility service by other utility providers, such as Colorado Springs Utilities ("Other Utility Providers"). The Districts shall have the right to grant utility easements to Other Utility Providers related to the Districts' use of the Easement and property served and/or accessed by the Easement. The utility easements to the Other Utility Providers shall be upon customary terms and shall be subject to the reasonable review and approval of the Grantor, which approval shall not be unreasonably withheld or delayed.

6. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.

7. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.

8. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.



GRANTOR:

Block 260, LLP,  
a Colorado limited liability partnership

By:   
Mark Watson, General Partner

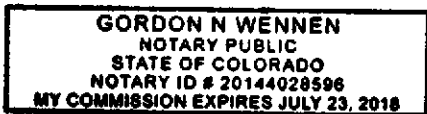
Date: 03/30/17

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

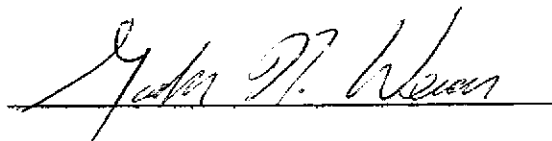
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260, LLP, a Colorado limited liability partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018



Notary Public



GRANTOR:  
Block 260 Ltd., a Colorado limited partnership

By: *Mark Watson*  
Mark Watson, General Partner

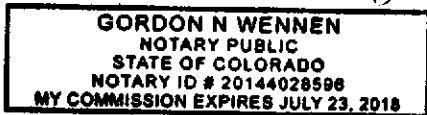
Date: 3/30/17

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

The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Mark Watson as General Partner of Block 260 Ltd., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: July 23, 2018



Notary Public

*Gordon N Wennen*

GRANT OF UTILITY EASEMENT ACCEPTED AND AGREED:

Security Water District

Security Sanitation District

By: Roy E. Heald  
Roy E. Heald, Manager

By: Roy E. Heald  
Roy E. Heald, Manager

Date: March 31, 2017

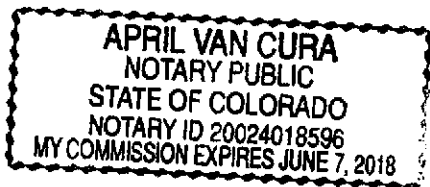
Date: March 31, 2017

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

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2017, by Roy E. Heald as Manager of Security Water District and Security Sanitation District.

Witness my hand and official seal.

My commission expires: 6-7-18



Notary Public

April Van Cura

**GRANT OF EASEMENT FOR ROAD ACCESS**

This **GRANT OF EASEMENT FOR ROAD ACCESS** (“**Agreement**”) is made, dated and effective as of the last date of execution by and between **BLOCK 260, LLP**, a Colorado limited liability partnership (“**Grantor**”) and **SECURITY WATER DISTRICT**, a Colorado special water district (“**Security**”), **PIKES PEAK SOLAR GARDEN I LLC**, a Colorado limited liability company (“**Pikes Peak**”), and the **CITY OF COLORADO SPRINGS**, a Colorado home rule city and municipal corporation, on behalf of its enterprise **COLORADO SPRINGS UTILITIES**, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation (“**CSU**”), (**Security**, **Pikes Peak** and **CSU** are collectively, the “**Grantee**”) **Grantor** and **Grantee** are referred to collectively herein as the “**Parties**” and individually as a “**Party**”

**RECITALS**

**A** Grantor is the owner of two parcels of real property as more particularly described on **Exhibit A**, attached hereto and incorporated herein (individually referred to as “**Grantor Property No 1**” and “**Grantor Property No 2**,” and collectively referred to as “**Grantor Properties**”)

**B** Security owns and Pikes Peak has leased property to the south and west of the Grantor Parcels (“**Little Johnson Property**”), as more particularly described in **Exhibit B**, attached hereto and incorporated herein

**C** Grantee seeks an easement across the Grantor Properties in order to access the Little Johnson Property from Clearview Drive and for CSU to access Little Johnson Property to construct, install, maintain, and operate the Utility Improvements (as defined in Section 2 below)

**D** Security wishes to use such easement for its own uses in connection with its ownership of Little Johnson Property Security wishes for Pikes Peak, its lessee of the Little Johnson Property, to be able to use such easement for access to the Little Johnson Property for Pikes Peak’s construction, maintenance, and operation of a photovoltaic power station on the Little Johnson Property (“**Solar Park**”) CSU wishes to use such easement to access the Little Johnson Property for construction, installation, maintenance, and operation of the Utility Improvements that service the Little Johnson Property

NOW THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows

1 Grant of Nonexclusive Easement Grantor hereby grants to Grantee a nonexclusive easement for a roadway leading from the end of the public right of way for Clearview Drive and the beginning of the Grantor Property No 1, travelling through the Grantor Properties, and then leading off the Grantor Properties as depicted on **Exhibit C**, attached hereto and incorporated herein (“**Easement**”) The use of the Easement is as described herein

2 Uses The uses of this Easement by Grantee shall be for use of a roadway and access to the Little Johnson Reservoir Property and legal use of the property including the right of (i) Pikes Peak to use the Easement for its access to the Little Johnson Property for the purpose



of installing, operating, and maintaining a Solar Park thereon and (ii) CSU for access to the Little Johnson Property to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, access roads or any other utility structures (including, but not limited to, communication facilities), and all necessary underground or aboveground cables, wires, and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections, and surface appurtenances ("Utility Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across the Little Johnson Property Notwithstanding the foregoing, Grantee shall not construct any buildings, structures, fences, or place any trees, shrubs, landscaping, or other objects within the bounds of the Easement unless necessary for the use of the Easement as a road access point consistent with the intent of the parties and not without the written approval of the Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed The area of the Easement shall remain compatible for use by Grantor as unrestricted public and/or private access to and through the remainder of Grantor's Properties

3 Term This Easement shall be perpetual and shall run with the land, except that this Easement shall terminate upon (i) dedication of the Easement to a governmental entity as part of the public right of way, and (ii) completion of the improvements in the Easement area required in conjunction with such dedication

4 Condition of Easement Grantee shall maintain the Easement in good condition and repair including preventing erosion of the Easement and the surrounding lands Grantee shall maintain the condition of the Easement as a road access Such condition shall include the allowance of Grantee to maintain the road in a reasonable manner in order to meet the reasonable use needs of the Grantee, including without limitation paving of the road consistent with Grantor's use of and access to the Grantor's Properties Grantee shall not increase the width of the current roadway and shall not increase the scope of the roadway outside of the Easement Grantee shall restore the roadway to its previously existing condition as soon as practicable in the event Grantee causes any change to the roadway that is not an improvement Any modifications, maintenance, repairs, or improvements done within the Easement shall be done in a workmanlike manner in accordance with applicable industry standards Notwithstanding the foregoing, CSU shall not be obligated by or liable for any of the modifications, maintenance, repairs or improvements required by this Section 4, unless it relates to CSU's activities on or within the Easement

5 Exclusivity The Easement is nonexclusive and the Grantor maintains the right to use such Easement for its own purposes However, Grantor's use of the Easement shall not hinder or impair Grantee's use of the Easement for access to the Little Johnson Property under the Agreement Grantee's use of the Easement shall not permanently impede or obstruct Grantor's access to Property No 2 of Grantor Properties, except temporarily for the Grantee's permitted construction and maintenance activities

6 Entire Agreement This Agreement represents the entire agreement of the Parties with respect to the Easement covered herein All negotiations, considerations, representations, and understandings between the Parties are incorporated and merged herein as to such Easement

7 Amendments This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct, or absence of a response to a unilateral communication, shall be binding on either party.

8 Jurisdiction This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

9 City Charter CSU's obligations and rights hereunder are subject to the Colorado Springs City Charter existing as of the time of this agreement.

10 Authority All Parties to this Agreement warrant and represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals. Grantor further represents that it is the owner of the Grantor's Property free and clear of all liens and encumbrances.

11 Title Grantor warrants that it is the owner of the Grantor Properties.

12 Counterparts This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

13 Cooperation The Parties agree to cooperate with each other in good faith in the performance of their other obligations and requirements under this Agreement and to fulfill the intent and purposes of this Agreement.

14 Successors and Assigns This Agreement shall run with the land for the benefit of the Grantee and its sublessees, licensees and assigns. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the Parties hereto, as well as their respective personal representatives, successors, and assigns.

15 Waiver The failure of a Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of a Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by a Party of any default hereunder shall in any manner be construed as constituting a waiver of such default. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to CSU or Security by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., and Article XI of the Colorado Constitution.

16 Limitation on Liability Each Party hereby agrees to be responsible for its own liability arising under this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs with enforcing this Agreement. In no event will any Party be liable to any other Party for any special, incidental, indirect, punitive or consequential damages (including without limitation, lost profits, business interruption, or loss of product, data or use) arising from this Agreement.

17     No Third Party Beneficiaries   Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right

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

19     Incorporation of Exhibits   All exhibits described in and attached to this Agreement are herein incorporated by reference

20     Notice   Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to each Party's address as shown below or to the property owner of record ("Notice") Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice   Any Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein

**Security:**

Security Water District  
c/o Roy E Heald, Manager  
231 Security Blvd  
Colorado Springs, CO 80911

**CSU.**

Colorado Springs Utilities  
Utilities Development Services  
P O Box 1103, Mail Code 1015  
Colorado Springs, CO 80947-1015

**Pikes Peak.**

Pikes Peak Solar Garden I LLC  
c/o NRG Renew LLC  
5790 Fleet Street, Suite 200  
Carlsbad, CA 92008  
Attention   Regional General Counsel

**Grantor:**

Block 260, LLP

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

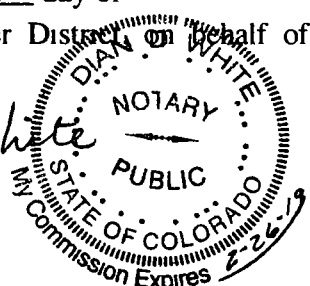
IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives

**GRANTEE: Security Water District**

By Dick Gilham  
Printed Name Dick Gilham  
Title President  
Date 3-11-15

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2015 by Dick Gilham, the President Security Water District on behalf of Security Water District

Notary Public Dian White  
My commission expires 2-26-19  
Commission No \_\_\_\_\_  


**City of Colorado Springs, on behalf of its enterprise,  
Colorado Springs Utilities**

By \_\_\_\_\_  
Printed Name  
Title  
Date

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2015 by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ on behalf of \_\_\_\_\_

Notary Public  
My commission expires  
Commission No



IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives

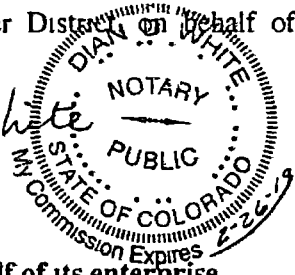
**GRANTEE:** Security Water District

By Dick Gilham  
Printed Name Dick Gilham  
Title President  
Date 3-11-15

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2015 by Dick Gilham, the President Security Water District on behalf of Security Water District

Notary Public Dian White  
My commission expires 2-26-19  
Commission No



City of Colorado Springs, on behalf of its enterprise,  
Colorado Springs Utilities

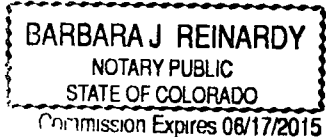
By Ronn Carletina  
Printed Name Ronn Carletina  
Title Real Estate Services Manager  
Date 3-25-15



STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2015 by Ronn Carletina the Manager of Real Estate Svcs on behalf of City of Colorado Springs.

Notary Public Barbara J. Reinardy  
My commission expires 06/17/2015  
Commission No 20114037691



**GRANTEE**

PIKES PEAK SOLAR GARDEN I LLC,  
a Colorado limited liability company

By Randall Hickok

Randall Hickok, Vice President

STATE OF                    )  
                                      ) ss  
COUNTY OF                )

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2015 by  
\_\_\_\_\_, as Vice President of Pikes Peak Solar Garden I LLC, a Colorado limited  
liability company

Witness my hand and seal

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires \_\_\_\_\_



**Pikes Peak Solar Garden I LLC,  
a Colorado limited liability company**

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

STATE OF COLORADO            )  
COUNTY OF EL PASO         ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2015  
by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on  
behalf of \_\_\_\_\_

Notary Public  
My commission expires  
Commission No

**GRANTOR.**

**Block 260, LLP**

By *[Signature]*  
Printed Name Mark Watson  
Title MANAGER  
Date 3/10/15

STATE OF COLORADO            )  
COUNTY OF EL PASO         ) ss

The foregoing instrument was acknowledged before me this 10 day of March, 2015  
by Mark Watson, general partner, Block 260, LLP, a limited liability partnership

Notary Public *[Signature]*  
My commission expires July 23, 2018  
Commission No 20144028596

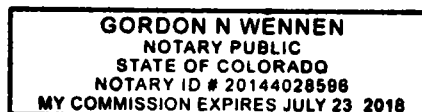
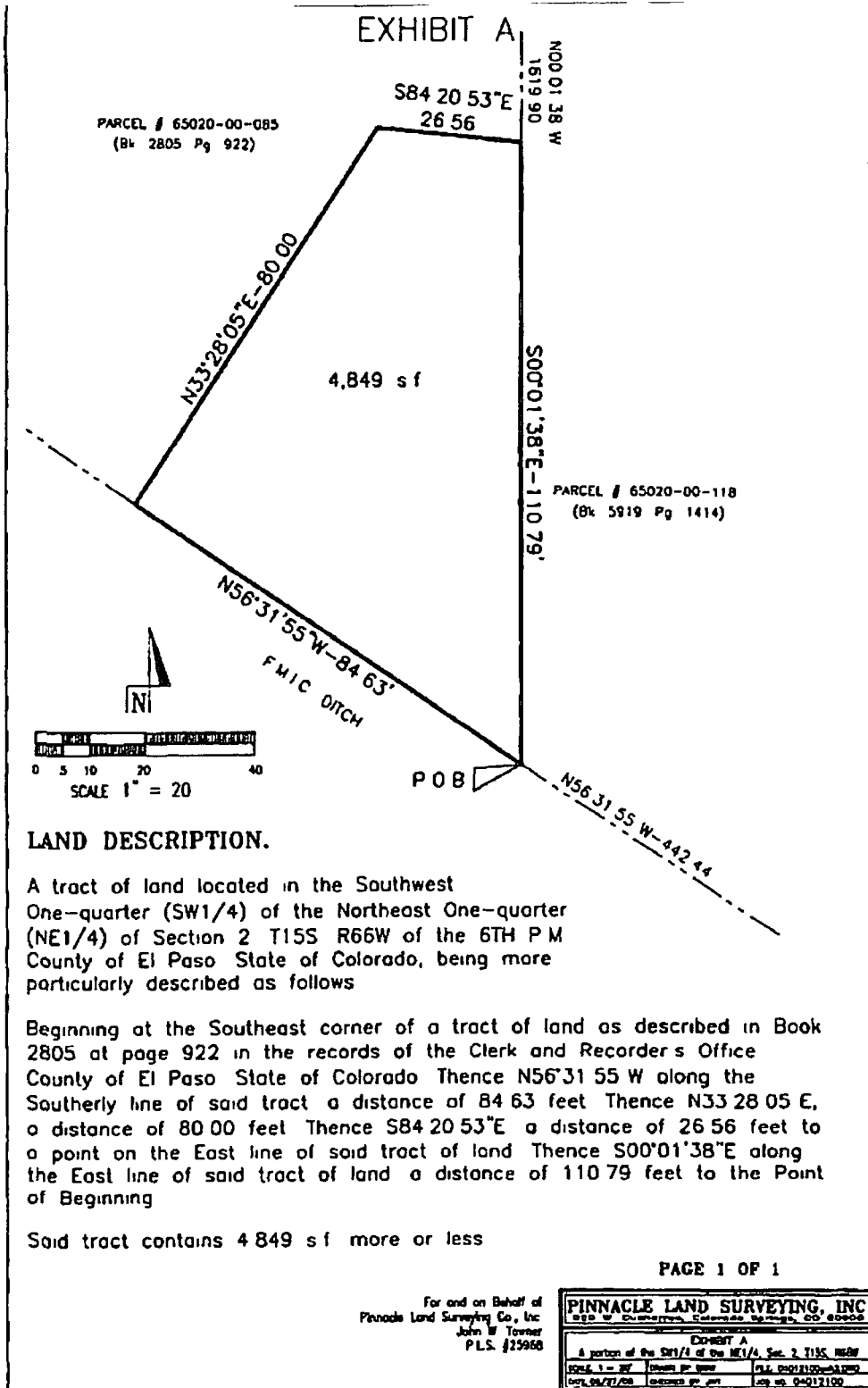


EXHIBIT A

Grantor Properties

GRANTOR PROPERTY NO 1



GRANTOR PROPERTY NO 2

A Portion of the NE $\frac{1}{4}$  of Section 2, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado described as follows:

Bearings are based on the North line of said NE $\frac{1}{4}$  of Section 2, with the NE Corner of said Section 2 being a No. 6 rebar with no cap, and the N $\frac{1}{2}$  Corner being a 1 $\frac{1}{2}$  inch aluminum cap, assuming said North line bears S89°39'20" E --

Commencing at the NE Corner of said Section 2; thence N89°39'20" W, along the North line of said Section 2, a distance of 52.59 feet; thence S00°00'15" E, a distance of 30 00 feet to the true point of beginning; thence S00°00'15" E, along the Westerly line of Hancock Expressway as described in Book 2005 at Page 753 of the records of El Paso County, Colorado, a distance of 1340.51 feet to the NE Corner of a parcel of land as described in Book 2616 at Page 682 of said records, thence S89°57'48" W, along the North line of said parcel, a distance of 870.98 feet; thence S00°00'09" E, along the West line of said parcel, a distance of 499.95 feet to the NW Corner of a parcel of land as described in Book 2255 at Page 369 of said records; thence S00°02'15" E, along the West line of said parcel, a distance of 469.23 feet to the Northerly line of Clear View Drive as platted in Clear View Industrial Park Filing No. 1 according to the recorded plat thereof as filed for record February 20, 1970 in Plat Book N-2 at Page 19 of said records; thence along said Northerly line, the following three (3) courses:

- (1) Along the arc of a non-tangent curve to the right, with a radius of 206.87 feet, a central angle of 10°59'01", a length of 39.66 feet (chord bears N61°23'28" W);
- (2) N56°31'55" W, a distance of 170.00 feet;
- (3) S33°28'05" W, a distance of 80.00 feet to the Northeastly line of the Fountain Mutual Irrigation Ditch,

thence N56°31'55" W, along said Northeastly line, a distance of 441.98 feet to the Southwestly Corner of a parcel of land as described in Book 2805 at Page 922 of said records; thence N00°01'38" W, along the Westerly line of said parcel, and also along the Westerly line of a parcel as described in Book 5013 at Page 1091 of said records, a distance of 2029.32 feet to the Southerly line of Drennan Road as described in Book 602 at Page 292 of said records, thence S89°39'20" E, along said Southerly line, a distance of 1460.93 feet to the point of beginning.

This description contains 56.50 acres.

**EXHIBIT B**

**Little Johnson Property**

Legal Description  
PARCEL A

THAT PORTION OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P M DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE ON A LINE PARALLEL WITH AND 658 83 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, NORTH 89 DEGREES 58 MINUTES 20 SECONDS EAST, 1739 24 FEET, THENCE NORTH 62 DEGREES 18 MINUTES 26 SECONDS EAST, 161 88 FEET TO INTERSECT THE SOUTHWESTERLY LINE OF THE MAIN CANAL OF THE FOUNTAIN MUTUAL IRRIGATION COMPANY, SUCCESSOR OF THE FOUNTAIN VALLEY LAND AND IRRIGATION COMPANY, THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY LINE OF THE MAIN CANAL, THE FOLLOWING FOUR (4) COURSES, 1) NORTH 18 DEGREES 23 MINUTES 38 SECONDS WEST, 374 92 FEET, 2) THENCE NORTH 17 DEGREES 30 MINUTES 00 SECONDS WEST, 687 00 FEET, 3) THENCE NORTH 39 DEGREES 44 MINUTES 38 SECONDS WEST, 184 27 FEET, 4) THENCE NORTH 56 DEGREES 40 MINUTES 00 SECONDS WEST, 855 00 FEET, THENCE CONTINUE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID MAIN CANAL, THE FOLLOWING TWO (2) COURSES 1) SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, 695 00 FEET, 2) THENCE SOUTH 45 DEGREES 10 MINUTES 00 SECONDS WEST, 253 72 FEET TO A POINT ON THE EASTERLY LINE OF THAT TRACT DESCRIBED BY DEED RECORDED IN BOOK 2385 AT PAGE 504 OF THE RECORDS OF EL PASO COUNTY, COLORADO, THENCE SOUTHERLY ON SAID EASTERLY LINE THE FOLLOWING THREE (3) COURSES 1) SOUTH 00 DEGREES 07 MINUTES 51 SECONDS WEST, 1043 18 FEET, 2) THENCE SOUTH 26 DEGREES 02 MINUTES 09 SECONDS EAST, 343 13 FEET, 3) THENCE SOUTH 00 DEGREES 23 MINUTES 25 SECONDS EAST, 156 06 FEET TO THE POINT OF BEGINNING

PARCEL B

THAT PART OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE N89 DEGREES 58 MINUTES 20 SECONDS E, 1739 24 FEET, THENCE N 83 DEGREES 48 MINUTES 48 SECONDS W, 1697 39 FEET, THENCE S 00 DEGREES 23 MINUTES 25 SECONDS E, 156 06 FEET TO THE POINT OF BEGINNING

**EXHIBIT C-1**

**(Attached)**



**Legal Description  
Access Easement (Block 260 LTD)**

That portion of Section 2, Township 15 South, Range 66 West of the 6th P.M. described as follows

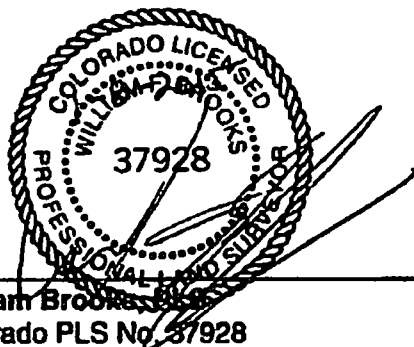
A strip of land 30.00 feet in width lying 15.00 feet on each side of the following described centerline:

**Commencing at the most Northwesterly corner of Clear View Industrial Park Filing No. 1 as recorded in Plat Book N-2, Page 19 of the records of El Paso County, Colorado; thence N33°30'00"E, coincident with the most Northwesterly course of said Clear View Industrial Park Filing No. 1, and is the basis of bearing used herein, 28.00 feet to the Point of Beginning; thence N56°30'00"W, 150.05 feet; thence S33°19'53"W, 28.00 feet to the Northerly line of a tract of land described in Book 627, Page 113 of the records of said El Paso County, Colorado, said point being the Point of Terminus of the herein described centerline, from whence the Point of Beginning bears S67°04'32"E a distance of 152.56 feet.**

The sidelines of the above described easement being extended and/or shortened to terminate at said most Northwesterly course of said Clear View Industrial Park Filing No. 1 and said Northerly line of that tract of land described in Book 627, Page 113 of the records of said El Paso County, Colorado.

**Legal Description Statement**

I, William Brooks, a Professional Land Surveyor in the State of Colorado, do hereby state that the above legal description was prepared under my responsible charge and on the basis of my knowledge, information, and belief is correct



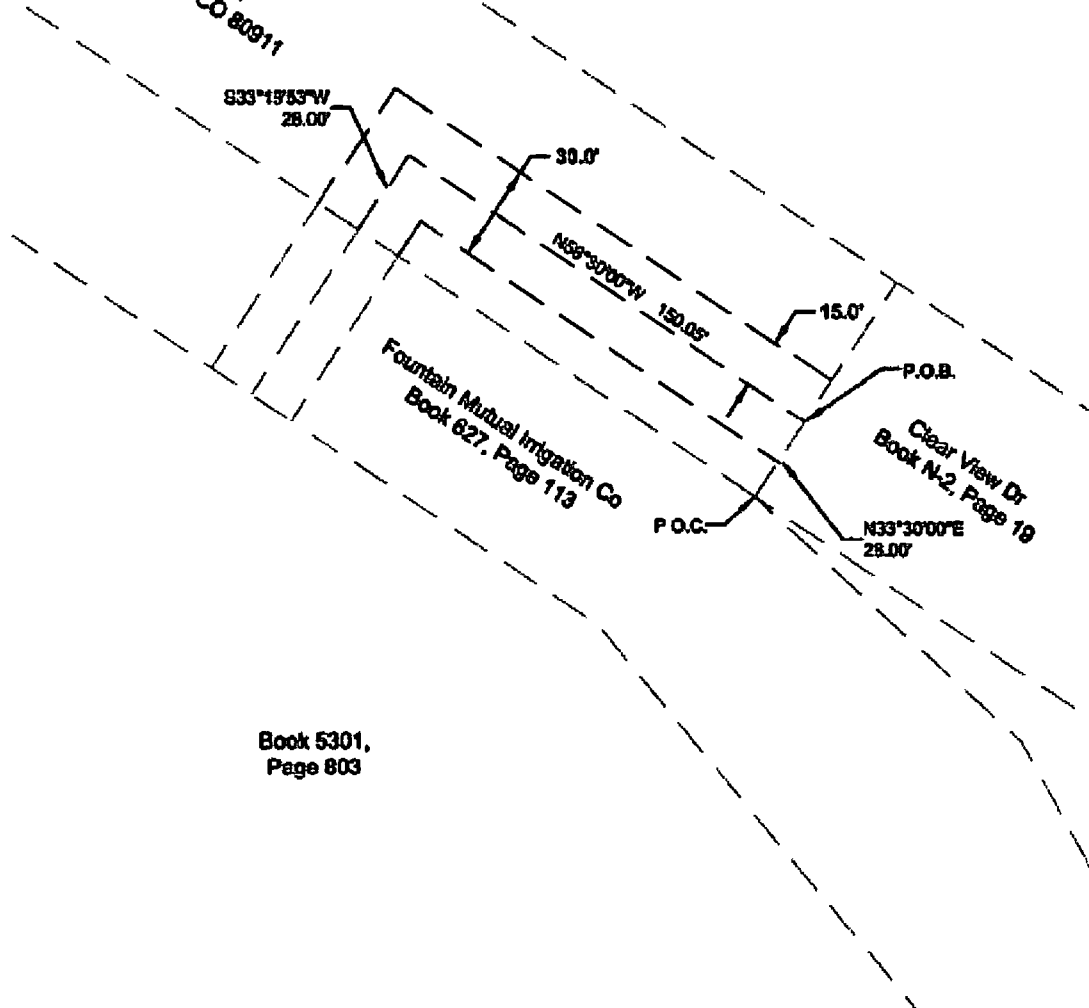
\_\_\_\_\_  
William Brooks  
Colorado PLS No. 37928  
for and on behalf of Edward-James Surveying, Inc.

**EXHIBIT C-2**

**(Attached)**

Schedule No 6502000136  
EP Tech Holdings LLC  
801 W Ann Arbor Trl STE 220  
Plymouth, MI 48170

Schedule No 6502000118  
Block 260 LTD  
3 Widenfeld Blvd.  
Colorado Springs, CO 80911



Book 5301,  
Page 803

This drawing does not represent a  
monumented land survey and is only  
intended to depict the legal description.



**EDWARD-JAMES SURVEYING, INC.**

1005 Elton Dr  
Colorado Springs, CO 80907  
(719) 576-1216  
1-08-2014

4732 Engleridge Circle  
Pueblo, CO 81008  
(719) 545-6240  
JOB NO. 1368.00  
SHEET 1 OF 1

BOCC



**RESOLUTION NO. 10-218**

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

**APPROVE PRELIMINARY PLAN REQUEST FOR PARKWAY COMMERCIAL  
CENTER SUBDIVISION (SP-09-002)-BLOCK 260, LTD AND HANCOCK  
COMMERCIAL, LLC**

WHEREAS, Block 260, LTD and Hancock Commercial, LLC did file an application with the Development Services Division of El Paso County for the approval of a Preliminary Plan for Parkway Commercial Center Subdivision for the herein described property in the unincorporated area of El Paso County; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on May 4, 2010, upon which date the Planning Commission did by formal resolution recommend approval of the subject application with conditions and notation; and

WHEREAS, a public hearing was held by this Board on May 27, 2010; and

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

1. That proper posting, publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed subdivision is in general conformance with the goals, objectives, and policies of the Master Plan.
4. That the subdivision is consistent with the purposes of the El Paso County Land Development Code.
5. That the subdivision is in conformance with the subdivision design standards and any approved Sketch Plan.

6. That a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(a)] and the requirements of Chapter 8 of the Land Development Code.
7. That a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
8. That all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified and the proposed subdivision is compatible with such conditions [C.R.W. §30-28-133(6)(c)].
9. That adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and the Engineering Criteria Manual are provided by the design.
10. That the proposed subdivision has established an adequate level of compatibility by (1) incorporating natural physical features into the design and providing sufficient open spaces considering the type and intensity of the subdivision; (2) incorporating site planning techniques to foster the implementation of the County's plans, and encouraging a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit if appropriate, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County; (3) incorporating physical design features in the subdivision to provide a transition between the subdivision and adjacent land uses; (4) incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the design; and (5) incorporating public facilities or infrastructure, or provisions therefor, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of County services and facilities.
11. That necessary services, including police and fire protection, recreation, utilities, open space and transportation system, are or will be available to serve the proposed subdivision.
12. That the subdivision provides evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.

13. That the proposed subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
14. That all data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.
15. That the proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
16. That for the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves the request by Block 260, LTD and Hancock Commercial, LLC for Preliminary Plan of Parkway Commercial Center Subdivision for property located within the unincorporated area of the County, more particularly described in Exhibit A, which is attached hereto and incorporated by reference.

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

**CONDITIONS:**

1. A driveway access permit will be required from the El Paso County Development Services Division for any access to a county maintained roadway.
2. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.
3. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as is relates to the Preble's meadow jumping mouse as a listed species.
4. Applicable drainage, bridge, and transportation fees shall be paid with any final plats.


5. The creation of an additional lots or tracts within this preliminary plan area may require amendment of the preliminary plan (SP-09-002).
6. Tracts within the preliminary plan area as shown in association with El Paso County file SP-09-002 and any subsequent filings shall require platting under El Paso County Subdivision resolutions and shall not be eligible for building permits.
7. The final location of the retaining wall identified on the Preliminary Grading and Erosion Control Plan for (SP-09-002), shall be located so that it does not encroach into landscape buffer to meet landscape areas required under Section 6.2.2 of the Land Development Code.

NOTATION:

1. Approval of the preliminary plan will expire after two (2) years unless a final plat has been approved and recorded or a time extension has been granted.

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

DONE THIS 27<sup>th</sup> day of May 2010, at Colorado Springs, Colorado.

ATTEST  
  
By: [Signature]  
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: [Signature]  
Chair

Resolution No. 10-218  
Exhibit A

A tract of land located in the Northeast One-quarter (NE1/4) of Section 2, T15S, R66W of the 6TH P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 2, Thence N89°39'20"W along the North line of said Section 2, a distance of 50.10 feet; Thence S00°00'15"E, a distance of 80.00 feet to a point on the Westerly Right-of-Way line of Hancock Expressway being

Expressway being also the Point of Beginning of the Tract herein described:

Thence S00°00'15"E along said Westerly Right-of-Way line, a distance of 1790.86 feet; Thence S89°59'45"W, a distance of 1379.62 feet; Thence S00°02'15"W, a distance of 137.40 feet; Thence S56°31'55"E, a distance of 398.99 feet; Thence S33°28'05"W, a distance of 80.00 feet; Thence N56°31'55"W, a distance of 442.44 feet; Thence N00°01'38"W, a distance of 2029.91 feet to a point on the Southerly Right-of-Way line of Drennan Road; Thence S89°39'20"E along said Southerly Right-of-Way line, a distance of 1430.93 feet; Thence S30°52'34"W, a distance of 58.46 feet to the Point of Beginning.

Said tract contains 62.920 acres (2,740,803 S.F.) more or less.



**RESOLUTION NO. 10-217****BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**APPROVE REZONE FROM THE I-2 (LIMITED INDUSTRIAL) AND I-3 (HEAVY INDUSTRIAL) DISTRICTS TO THE CR (COMMERCIAL REGIONAL) DISTRICT (CR-09-001)-BLOCK 260, LTD AND HANCOCK COMMERCIAL, LLC**

**WHEREAS, Block 260, LTD and Hancock Commercial, LLC did file a petition with the Development Services Division of El Paso County to Rezone the herein described property in El Paso County from the I-2 (Limited Industrial) and I-3 (Heavy Industrial) Zone Districts to the CR (Commercial Regional) Zone District; and**

**WHEREAS, a public hearing was held by the El Paso County Planning Commission on May 4, 2010, upon which date the Planning Commission did by formal resolution recommend approval of the subject Zone change petition with conditions and notation; and**

**WHEREAS, a public hearing was held by this Board on May 27, 2010; and**

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

- 1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.**
- 2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.**
- 3. The proposed zoning is in compliance with the recommendations set forth in the Master Plan for the unincorporated area of the county.**
- 4. The proposed land use will be compatible with existing and permitted land uses in all directions.**

5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.
6. For the above-stated and other reasons, the proposed Zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.
7. Changing conditions clearly require amendment to the Zoning Resolutions.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Block 260, LTD and Hancock Commercial, LLC for a Zone change from the I-2 (Limited Industrial) and I-3 (Heavy Industrial) Zone Districts to the CR (Commercial Regional) Zone District for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

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

**CONDITIONS:**

1. Developer/Owner shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service.
2. The developer shall make appropriate on- and off-site road dedications and improvements at the time of subdivision or intensification of use.

**NOTATION:**

1. If a zone or rezone petition has been disapproved by the Board of County Commissioners, re-submittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented to showing that there has been a substantial change in physical conditions or circumstances the Planning Commission may reconsider said petition. The time limitation of one (1) year

shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.

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

DONE THIS 27<sup>th</sup> day of May 2010, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

ATTEST:

By: 

County Clerk & Recorder

By: 

Chair

Resolution No. 10-217  
EXHIBIT A

A tract of land located in the Northeast One-quarter (NE1/4) of Section 2, T15S, R66W of the 6TH P.M., County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 2, Thence N89°39'20"W along the North line of said Section 2, a distance of 50 10 feet, Thence S00°00'15"E, a distance of 80 00 feet to a point on the Westerly Right-of-Way line of Hancock Expressway being also the Point of Beginning of the Tract herein described:

Thence S00°00'15"E along said Westerly Right-of-Way line, a distance of 1790 86 feet, Thence S89°59'45"W, a distance of 1379.62 feet; Thence S00°02'15"W, a distance of 137 40 feet; Thence S56°31'55"E, a distance of 398.99 feet; Thence S33°28'05"W, a distance of 80 00 feet; Thence N56°31'55"W, a distance of 442.44 feet, Thence N00°01'38"W, a distance of 2029 91 feet to a point on the Southerly Right-of-Way line of Drennan Road; Thence S89°39'20"E along said Southerly Right-of-Way line, a distance of 1430 93 feet, Thence S30°52'34"W, a distance of 58 46 feet to the Point of Beginning

Said tract contains 62.920 acres (2,740,803 S.F ) more or less.

# QUIT CLAIM DEED

(Statutory Form)

Know all Men by these Presents That Continental Materials Corp  
of the County of \_\_\_\_\_ and State of Delaware for the  
consideration of One Dollar and other good and valuable considerations, in hand paid hereby sell and quit claim to Block 260, LLP  
of the County of El Paso and State of Colorado 'In Joint Tenancy  
whose mailing address is 3 Widefield Blvd Colorado Springs CO 80911  
the following Real Property situate in the County of El Paso and State of  
Colorado (Assessor's Schedule Number 65020 00 085) to wit:

See Attached Schedule A

ROBERT C "BOB" BALINK El Paso County, CO  
01/14/2010 08 00 37 AM  
Doc \$0 00 Page  
Rec \$11 00 1 of 2  
210003562



with all its appurtenances subject to

Signed and delivered this 13th day of October, 2009  
Jerald Schnabel  
Jerald Schnabel  
President  
Transit Mix Conc Co.

STATE OF COLORADO  
County of El Paso SS

The foregoing instrument was acknowledged before me this 13 day of October, 2009  
by Jerald Schnabel as President of Transit Mix

Witness my hand and official seal  
My commission expires 09-24-2011

Dawn Becker  
NOTARY PUBLIC

STATE OF COLORADO  
County of \_\_\_\_\_ SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_ President and  
Secretary of \_\_\_\_\_  
a corporation

Witness my hand and official seal  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

If joint tenancy is not desired, strike the phrase between the asterisks

EXHIBIT A

PARCEL # 65020-00-085  
(Bk 2805, Pg 922)

N00°01'38"W  
1619.90'

S84°20'53"E  
26.56'

N33°28'05"E-80.00'

4,849 s f

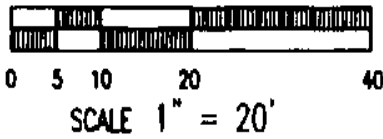
S00°01'38"E-110.79'

PARCEL # 65020-00-118  
(Bk 5919 Pg 1414)

N56°31'55"W-84.63'  
FMIC DITCH

POB

N56°31'55"W-442.44'



**LAND DESCRIPTION:**

A tract of land located in the Southwest One-quarter (SW1/4) of the Northeast One-quarter (NE1/4) of Section 2, T15S R66W of the 6TH P.M., County of El Paso, State of Colorado, being more particularly described as follows

Beginning at the Southeast corner of a tract of land as described in Book 2805 at page 922 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado, Thence N56°31'55"W along the Southerly line of said tract a distance of 84.63 feet, Thence N33°28'05"E, a distance of 80.00 feet Thence S84°20'53"E, a distance of 26.56 feet to a point on the East line of said tract of land, Thence S00°01'38"E along the East line of said tract of land, a distance of 110.79 feet to the Point of Beginning

Said tract contains 4,849 s f more or less

PAGE 1 OF 1

For and on Behalf of  
Pinnacle Land Surveying Co., Inc  
John W Towner  
P.L.S. #25968

<b>PINNACLE LAND SURVEYING, INC</b>		
228 W. Cucharas, Colorado Springs, CO 80908		
EXHIBIT A		
A portion of the SW1/4 of the NE1/4, Sec. 2, T15S, R66W		
SCALE: 1" = 20'	DRAWN BY: JWW	FILE: 04012100-03.DWG
DATE: 08/27/08	CHECKED BY: JMT	JOB NO: 04012100

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned Block 260 LLP, a Colorado limited liability partnership (Grantor), being the owner of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Thirty Six Thousand Dollars and 00/100 cents and other good and valuable consideration, does hereby grant to the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation (Grantee), a temporary easement for construction purposes over, under and across the following property for a term of two (2) years:

**See Exhibits "A", "A-1" and "A-2" attached hereto and made a part hereof,**

Together with rights of ingress and egress for the said construction. This privilege and easement shall commence on the first day of construction and expire thirty (30) days after completion of construction. Grantee shall notify Grantor no later than forty-eight (48) hours prior to the actual start of construction. Upon completion of the improvements, Grantee will restore the easement area to its condition prior to construction and will repair any and all damage that may arise from construction activities.

The Grantor shall not erect or construct any building or other permanent structure within the above-described property during the period of this Temporary Construction Easement.

**Indemnification:** To the extent permitted by law, the Grantee shall defend, indemnify and hold Grantor and its partners, managers, employees, agents, heirs, successors and assigns harmless from and against any and all damages, loss, cost expense, liabilities of any kind or nature, arising out or as a result of, or in connection with the use of the Easement Area by Grantee or its principals, contractors, agents, employees, in connection with the purpose of this Agreement.

**Non-Waiver:** Nothing in this Agreement shall be deemed to waive or otherwise limit the defenses available to the City pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.

The provisions herein shall inure to the benefit of and bind the heirs, successors and assigns of the Grantor and Grantee.

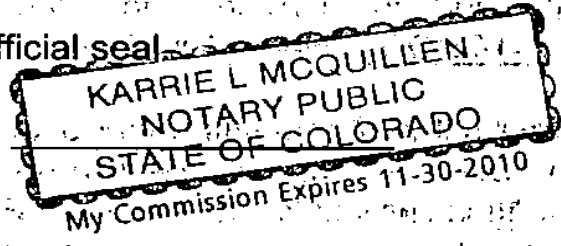
Signed, sealed and delivered this 8th day of April, 2009.

El Paso County, CO  
209037405  
ROBERT C. "BOB" BALINK  
04/13/2009 02:50:12 PM  
Doc \$0.00 Page  
Rec \$21.00 1 of 4

GRANTOR:  
By: Block 260 LLP, a Colorado limited liability partnership  
Name: Mark Watson AKA J Mark Watson  
Title: General Partner

STATE OF Colorado, ss. COUNTY OF El Paso )  
The above and foregoing instrument was acknowledged before me this 8th day of April, 2009 by Mark Watson AKA J. Mark Watson as General Partner of Block 260 LLP, a Colorado limited liability partnership.

Witness by hand and official seal  
My commission expires 11-30-2010



Signature Darlene Kennedy  
Darlene Kennedy, Real Estate Services Manager  
Date: April 8, 2009

Signature Andy Garton  
Andy Garton, Project Manager  
Date: 3-6-09

Approved as to form  
By Wynetta Massey  
Wynetta Massey, Deputy City Attorney, Municipal

Date: 3-5-09

File #16652  
200872473(2)  
When recorded return to  
City of Colo Springs  
Real Estate Services Office  
30 S. Nevada Avenue  
Suite 101, L.S. Co 80903  
GRANTOR INT. DATE: 4/9/09  
CITY INT. DATE: 4-8-09

2000  
X.00



**BLOCK 260 LLP PARCEL**  
**TEMPORARY CONSTRUCTION EASEMENT NO. 1 DESCRIPTION**

A portion of the Northeast 1/4 of Section 2, Township 15 South, Range 66 West, of the Sixth Principal Meridian, El Paso County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Section 2; thence S00°49'24"E on the East line of the Northeast Quarter said Section 2, a distance of 1229.43 feet to a point being on extension of the southerly boundary line of a parcel of land identified as Tax Schedule No. 6502000111, as described in Commonwealth Land Title Insurance Company Commitment No. CWCS0003616 (effective date March 10, 2006); thence S89°33'09"W on the extension of said southerly boundary line and parallel to the North line of said Northeast Quarter, a distance of 50.00 feet to a point on the westerly right-of-way line of Hancock Expressway as recorded in Book 2005 of the records of El Paso County, Colorado at Page 753; Thence continuing S89°33'09"W along the southerly line of the parcel of land identified as Tax Schedule No. 6502000111, a distance of 7.96 feet; Thence N00°49'24"W a distance of 213.28 feet; Thence N02°39'00"W a distance of 390.19 feet; Thence N00°44'09"W a distance of 90.85 feet; Thence N29°04'02"W a distance of 37.28 feet to the POINT OF BEGINNING;

Thence S88°43'48"W a distance of 311.52 feet;  
Thence N88°50'51"W a distance of 260.14 feet;  
Thence S89°44'28"W a distance of 301.29 feet;  
Thence N84°14'45"W a distance of 189.69 feet;  
Thence N80°58'40"W a distance of 42.10 feet;  
Thence N80°05'19"W a distance of 174.93 feet to a point being 440.00 feet southerly of the North line of the Northeast Quarter of said Section 2;  
Thence N89°33'09"E on a line lying 440.00 feet southerly of and parallel to the North line of said Northeast Quarter, a distance of 183.48 feet;  
Thence S84°51'24"E a distance of 300.27;  
Thence N89°43'45"E a distance of 301.23 feet;  
Thence S86°35'51"E a distance of 172.68 feet;  
Thence N89°31'59"E a distance of 307.71 feet;  
Thence S29°04'02"E a distance of 23.90 feet to the POINT OF BEGINNING.

The above described parcel contains 34,980 sq. ft. (0.80 acres), more or less.

Basis of bearings: Bearings are based on the East line of the Northeast Quarter of Section 2, Township 15 South, Range 66 West, of the Sixth Principal Meridian, being assumed to bear S00°49'24"E a distance of 2911.02 feet.

For and on Behalf of PBS&J  
James G. Reichhoff, P.L.S. 38030  
5475 Tech Center Drive, Suite 105  
Colorado Springs, Colorado 80919  
(719) 227-7275

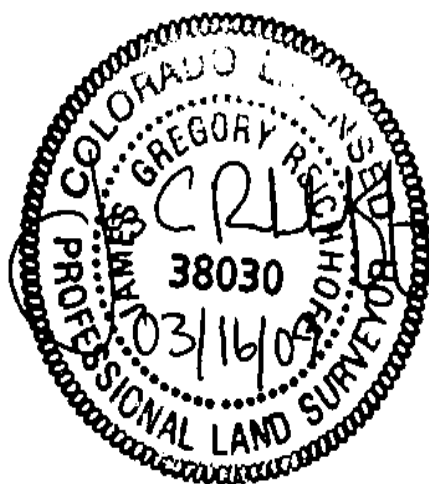


Exhibit "A"



**BLOCK 260 LLP PARCEL**  
**TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION**

A portion of the Northeast 1/4 of Section 2, Township 15 South, Range 66 West, of the Sixth Principal Meridian, El Paso County, Colorado, said parcel being more particularly described as follows:

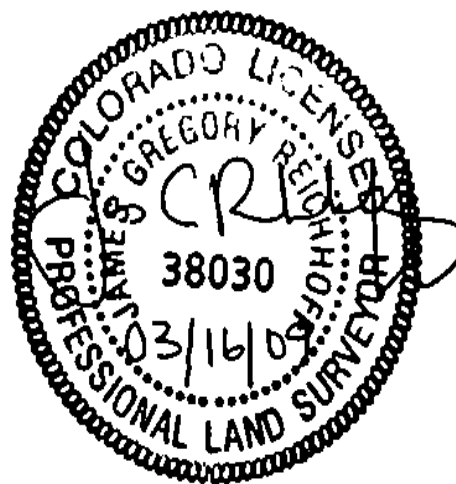
Commencing at the Northeast corner of said Section 2; thence S00°49'24"E on the East line of the Northeast Quarter said Section 2, a distance of 1229.43 feet to a point being on extension of the southerly boundary line of a parcel of land identified as Tax Schedule No. 6502000111, as described in Commonwealth Land Title Insurance Company Commitment No. CWCS0003616 (effective date March 10, 2006); thence S89°33'09"W on the extension of said southerly boundary line and parallel to the North line of said Northeast Quarter, a distance of 50.00 feet to a point on the westerly right-of-way line of Hancock Expressway as recorded in Book 2005 of the records of El Paso County, Colorado at Page 753; Thence continuing S89°33'09"W along the southerly line of the parcel of land identified as Tax Schedule No. 6502000111, a distance of 7.96 feet; Thence N00°49'24"W a distance of 40.48 feet to the POINT OF BEGINNING;

Thence S89°10'36"W a distance of 25.92 feet;  
Thence N07°17'20"W a distance of 186.43 feet;  
Thence N00°00'00"E a distance of 101.78 feet;  
Thence N04°43'49"E a distance of 342.12 feet;  
Thence S00°44'09"E a distance of 64.74 feet;  
Thence S02°39'00"E a distance of 390.19 feet;  
Thence S00°49'24"E a distance of 172.80 feet to the POINT OF BEGINNING.

The above described parcel contains 18,057 sq. ft. (0.41 acres), more or less.

Basis of bearings: Bearings are based on the East line of the Northeast Quarter of Section 2, Township 15 South, Range 66 West, of the Sixth Principal Meridian, being assumed to bear S00°49'24"E a distance of 2911.02 feet.

For and on Behalf of PBS&J  
James G. Reichhoff, P.L.S. 38030  
5475 Tech Center Drive, Suite 105  
Colorado Springs, Colorado 80919  
(719) 227-7275





STATE OF COLORADO, COUNTY OF EL PASO  
RECORDED AT 1:23 O'CLOCK P.M. JAN 28 1976  
RECEPTION NO. 207402 HARRIET BEALS

BOOK 2805 PAGE 922

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that THE COLORADO SPRINGS LAND HOLDING COMPANY, A Colorado Corporation, for the consideration of Ten Dollars and other good and valuable consideration, hereby sells and quit claims to Widefield Homes, Inc. a Colorado Corporation, the following real property and mineral interests situate in the County of El Paso and State of Colorado, to-wit:

All oil, gas and other minerals and mineral rights now owned by THE COLORADO SPRINGS LAND HOLDING COMPANY, and all rights of ingress and egress for the purpose of exploring for, extracting and removing the same, in and under and that may be produced from a tract of land lying partly in the NE 1/4 NE 1/4 Sec. 2 T. 15 S. R. 66 W. partly in the SE 1/4 NE 1/4 Sec. 2 and partly in the SW 1/4 NE 1/4 Sec. 2 more particularly described as follows:

Commencing at the NE corner of Sec. 2 T. 15 S. R. 66 W.; thence N. 89° 36' W. along the N. line of the NE 1/4 of NE 1/4 of said section 1321.1 feet to the NW corner thereof; thence S. 0° 00' 15" E. along the W. line of said NE 1/4 of NE 1/4 1229.43 feet to the true point of beginning; thence continue S. along said line 354.99 feet to the NE corner of the SW 1/4 of NE 1/4 of said section; thence N. 89° 45' 30" W. 1320.95 feet to the NW corner of said SW 1/4 of the NE 1/4; thence S. along the W. line of said SW 1/4 of NE 1/4 242.5 feet; thence N. 72° 16' 00" E. 90.1 feet; thence S. 88° 40' 00" E. 436.4 feet; thence N. 74° 22' 00" E. 148.5 feet; thence S. 60° 32' 00" E. 158.7 feet; thence S. 56° 30' 00" E. 836.3 feet; thence N. 33° 30' 00" E. 80.0 feet; thence S. 56° 30' 00" E. 170.0 feet; thence along a curve to the left having a radius of 206.87 feet, a central angle of 10° 46' 55", an arc length of 38.93 feet and a chord length of 38.87 feet to a point on the W. line of the land conveyed to the Eagle Picher Industries, Inc., by deed recorded in Book 2255 at Page 369; thence N. along the W. line of said land described in said deed to the NW corner thereof; said point being also the SW corner of another tract of land conveyed to Eagle Picher Industries, Inc., by deed recorded in Book 2616 at Page 682; thence Northerly along the W. line of this tract of land 500 feet to the NW corner thereof; thence E. on the N. line of said tract of land 871 feet to the W. right of way line of Hancock Expressway; thence N. along the W. line of said Expressway 141.47 feet to a point which is 1229.43 feet S. of the N. line of the section; thence Westerly 1271.01 feet to the true point of beginning, containing 21.0 acres more or less, with all its appurtenances.

Reserving, however, to THE COLORADO SPRINGS LAND HOLDING COMPANY a 1/16 royalty interest in and to any and all oil, gas and other minerals which may be extracted, saved or produced from said real property above described.

STATE DOCUMENTARY

JAN 28 1976

FEE \$ None

*[Handwritten initials]*

118  
119  
1185

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Executed this 13 day of MAY, 19 74.

THE COLORADO SPRINGS LAND HOLDING COMPANY

By John G. VanDeusen  
President



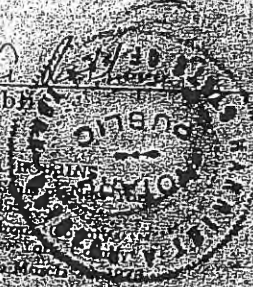
J. Breslin Jr.  
Secretary

New York  
STATE OF COLORADO )  
COUNTY NEW YORK ) ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup>  
day of May, 19 74 by John G. VanDeusen  
as President of THE COLORADO SPRINGS LAND HOLDING COMPANY,  
a Colorado Corporation.

My commission expires: March 29, 1978

Harriet A. [Signature]  
Notary Public  
HARRIET A. [Signature]  
NOTARY PUBLIC  
No. 03-152  
Qualified in New York  
Cert. filed in New York  
Commission Expires March 29, 1978





**BLOCK 260 LLP PARCEL  
HIGHWAY ACQUISITION DESCRIPTION**

A portion of the Northeast Quarter of Section 2, Township 15 South, Range 66 West, of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

[Basis of bearings: The East line of the Northeast Quarter of Section 2, Township 15 South, Range 66 West, of the Sixth Principal Meridian, being assumed to bear S 00°49'24" E a distance of 2911.02 feet.]

Commencing at the Northeast corner of said Section 2; thence S 00°49'24" E on the East line of the Northeast Quarter said Section 2, a distance of 1229.43 feet to a point being on the extension of the Southerly boundary line of a parcel of land described in Deed recorded April 24, 1968 in Book 2231 at Page 895, also identified as having El Paso County Assessor's Tax Parcel No. 65020-00-111; thence S 89°33'09" W on the extension of said Southerly boundary and parallel to the North line of said Northeast Quarter, a distance of 50.00 feet to a point on the Westerly right-of-way line of Hancock Expressway as recorded in Book 2005 at Page 753 Of the records of El Paso County, Colorado, said point also being the TRUE POINT OF BEGINNING;

Thence continuing S 89°33'09" W along the Southerly line of the parcel identified as having Tax Parcel No. 65020-00-111, a distance of 7.96 feet;

thence N 00°49'24" W a distance of 213.28 feet;

thence N 02°39'00" W a distance of 390.19 feet;

thence N 00°44'09" W a distance of 90.85 feet;

thence N 29°04'02" W a distance of 61.18 feet;

thence S 89°31'59" W a distance of 307.71 feet;

thence N 86°35'51" W a distance of 172.68 feet;

thence S 89°43'45" W a distance of 301.23 feet;

thence N 84°51'24" W a distance of 300.27 feet to a point being 440.00 feet Southerly of the North line of the Northeast Quarter of said Section 2;

thence S 89°33'09" W on a line lying 440.00 feet Southerly of and parallel to the North line of said Northeast Quarter, a distance of 332.94 feet to a point being on the Westerly boundary line of a parcel of land as described in Deed recorded in Book 5013 at Page 1091 of said County records;

thence N 00°50'54" W on said Westerly boundary line a distance of 410.01 feet to a point on the Southerly right of way line of Drennan Road, said point being 30.00 feet Southerly of the North line of the Northeast Quarter of said Section 2;

thence N 89°33'09" E on said Southerly right-of-way line and 30.00 feet Southerly of and parallel to the North line of said Northeast Quarter, a distance of 1432.13 feet to the Northwestern corner of that parcel of land conveyed to the El Paso County Board of County Commissioners by deed

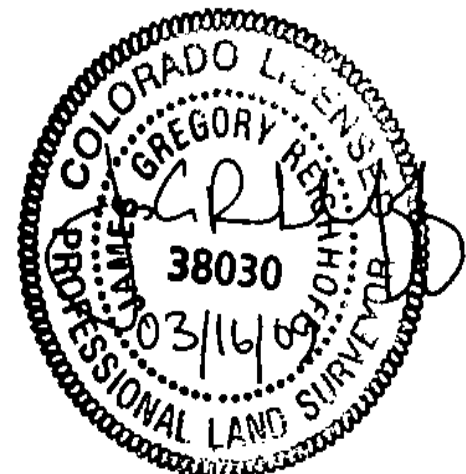
recorded in Book 6071 at Page 538 of said County records;

thence S 31°41'15" E on the Southwesterly line of said parcel of land as described in Book 6071 at Page 538, a distance of 58.48 feet to the Westerly right-of-way line of Hancock Expressway as described in Book 2005 at Page 753, said point being 50.00 feet Westerly of the East line of said Northeast Quarter;

thence S 00°49'24" E on said Westerly right-of-way line and 50.00 feet Westerly of and parallel to the East line of said Northeast Quarter, a distance of 1149.43 feet to the Point of Beginning.

The above described parcel contains 644,034 sq. ft (14.78 acres), more or less.

For and on Behalf of PBS&J  
James G. Reichhoff, P.L.S. 38030  
5475 Tech Center Drive, Suite 105  
Colorado Springs, Colorado 80919  
(719) 227-7275









## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

**No. 1: Effective date:** This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

**No. 2A: Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

**No. 2B: Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

**Charges: Title Premiums, Endorsements and Tax Certificates:** These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

**No. 3: The estate or interest in the land...:** This shows how title to the property is legally held by current owner(s).

**No. 4: The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



## Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

## **CONDITIONS AND STIPULATIONS**

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## **STANDARD EXCEPTIONS**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Unified Title Company, LLC**

Westcor Land Title Insurance Company (“WLTIC”) and **Unified Title Company, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Unified Title Company, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

**Information Sharing**

Generally, neither WLTIC nor **Unified Title Company, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Unified Title Company, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Unified Title Company, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Unified Title Company, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Unified Title Company, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Unified Title Company, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC and **Unified Title Company, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can be found on WLTIC’s website at [www.wltic.com](http://www.wltic.com)*



**ALTA Commitment Form (6-17-06)  
COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
**WESTCOR LAND  
TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

**Unified Title Company, LLC**

101 S. Sahwatch, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-578-5900

**WESTCOR TITLE INSURANCE COMPANY**

HOME OFFICE  
201 N. New York Avenue, Suite 200  
Winter Park, Florida 32789  
Telephone: (407) 629-5842



By: Mary O'Donnell  
President

Attest: Patricia H. Bauer  
Secretary