



Unified Title, a Division of Stewart  
101 S. Sahwatch St, Ste 110  
Colorado Springs, CO 80903

**Date:** July 29, 2021  
**File Number:** 1339974  
**Property Address:** 10090 West Highway 24, Green Mountain Falls, CO 80819  
**Buyer/Borrower:** To Be Determined

**Please direct all Title inquiries to:**

Beene Smith  
**Phone:** (719) 544-2323  
**Fax:**  
**Email Address:** beesmith@stewart.com

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To Be Determined  
Delivery Method: Emailed

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G&D Enterprises, Corp., a Colorado Corporation  
Delivery Method: Emailed

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.**

**We Appreciate Your Business and Look Forward to Serving You in the Future.**



## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

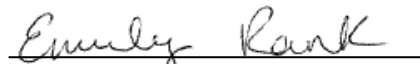
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

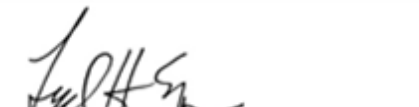
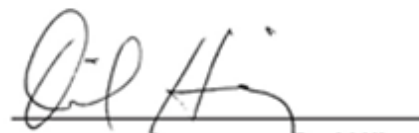
### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Authorized Countersignature  
Unified Title, a Division of Stewart  
101 S. Sahwatch St, Ste 110  
Colorado Springs, CO 80903

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3

AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I - Requirements;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3

AMERICAN  
LAND TITLE  
ASSOCIATION



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

## **STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16

Page 3 of 3

AMERICAN  
LAND TITLE  
ASSOCIATION





# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## **Transaction Identification Data for reference only:**

Issuing Agent: Unified Title, a Division of Stewart  
Issuing Office: 101 S. Sahwatch St, Ste 110, Colorado Springs, CO 80903  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 1339974  
Issuing Office File Number: 1339974  
Property Address: 10090 West Highway 24, Green Mountain Falls, CO 80819  
Revision Number:

1. **Commitment Date:** July 26, 2021 at 8:00AM

2. <b>Policy to be issued:</b>	<b>Proposed Policy Amount</b>
(a) ALTA Owner's T.B.D. Proposed Insured: To Be Determined	\$1,000.00
(b) ALTA Loan Proposed Insured:	

3. **The estate or interest in the Land described or referred to in this Commitment is:**

FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

G&D Enterprises, Corp., a Colorado Corporation

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

## **STATEMENT OF CHARGES**

These charges are due and payable before a policy can be issued:

Informational Only Commitment:	\$500.00
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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 5



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1339974

That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 13 South, Range 68 West of the 6th P.M., described as follows:

Beginning at a point on the Easterly right of way line of the U.S. Highway No. 24, whence the Southwest corner of the Northwest quarter of said Section 9 bears South 36 degrees 08 minutes West, 635 feet; thence South 55 degrees 22 minutes East on said Easterly right of way line, 605.3 feet; thence North 27 degrees 31 minutes East, 722 feet; thence North 55 degrees 08 minutes West, 513.8 feet; thence South 35 degrees 18 minutes West, 723 feet to the Point of Beginning,  
EXCEPT any portion contained within U.S. Highway 24,  
County of El Paso, State of Colorado.

For Informational Purposes Only: 10090 West Highway 24, Green Mountain Falls, CO 80819

APN: 8309200011

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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 5

AMERICAN  
LAND TITLE  
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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1339974

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NONE AT THIS TIME

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance, and does not warrant, or otherwise insure, any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

### FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Warranty Deed recorded June 27, 2017, [as Reception No. 217074717](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 5

AMERICAN  
LAND TITLE  
ASSOCIATION



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 1339974

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservations contained in United States Patent obtained from the Bureau of Land Management and recorded September 20, 1894 [in Book 45 at Page 289](#).
10. Right of Way Agreement recorded October 2, 1962 [in Book 1928 at Page 396 as Reception No. 256424](#). Conveyance of Easements and Rights of Way recorded March 19, 1970 [in Book 2336 at Page 636 as Reception No. 720849](#). Assignment of Easements recorded December 27, 1985 [in Book 5106 at Page 1244 as Reception No. 1339093](#).
11. All matters, including, but not limited to rights of access to or from any part of U.S. Highway 24, conveyed to Division of Highways, State of Colorado, in Deed recorded February 1, 1972 [in Book 2465 at Page 195 as Reception No. 860329](#).

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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 4 of 5

AMERICAN  
LAND TITLE  
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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

12. The effect, if any, of instrument recorded February 22, 2002 [as Reception No. 202030335](#).
13. The effect, if any, of instrument recorded March 15, 2002 [as Reception No. 202042256](#).
14. The effect of Property Boundary Line Agreement recorded February 19, 2004 [as Reception No. 204028584](#).
15. UCC Financing statement naming Unity Bank, as secured party, and G&D Enterprises, Corp., as debtor, recorded June 27, 2017 [as Reception No. 217074716](#).
16. A Deed of Trust executed by G&D Enterprises, Corp., a Colorado corporation, to the Public Trustee, to secure an indebtedness of \$1,088,000.00 in favor of Unity Bank recorded June 27, 2017 [as Reception No. 217074719](#).

NOTE: Assignment of Rents and/or Leases recorded June 27, 2017, [as Reception No. 217074720](#).

17. Certificate of Non-Compliance recorded September 26, 2018 [as Reception No. 218112382](#).
18. Certificate of Non-Compliance recorded July 2, 2019 [as Reception No. 219074299](#).
19. Utility Overhead and Underground Easement recorded March 29, 2021 [as Reception No. 221061492](#).
20. Utility Overhead and Underground Easement recorded April 13, 2021 [as Reception No. 221072653](#).
21. Any and all existing leases and tenancies, and any and all parties claiming by, through or under said lessees.

Show these  
easements on plans

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File No.: 1339974

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 5 of 5

AMERICAN  
LAND TITLE  
ASSOCIATION



# DISCLOSURES

File No.: 1339974

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Unified Title, a Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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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.

# Stewart Title Guaranty Company Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056



## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers  
Category B: California Customer Records personal information categories  
Category C: Protected classification characteristics under California or federal law  
Category D: Commercial Information  
Category E: Biometric Information  
Category F: Internet or other similar network activity  
Category G: Geolocation data  
Category H: Sensory data  
Category I: Professional or employment-related information  
Category J: Non-public education information  
Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

# URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS - PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

## How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Unified Title, a Division of Stewart representative.
- ▶ Before wiring funds, always call and speak with your Unified Title, a Division of Stewart representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Unified Title, a Division of Stewart representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.

Pikes Peak Regional Building Department  
2880 International Circle  
Colorado Springs, Colorado 80910  
(719) 327-2880  
www.pprbd.org

**CERTIFICATE  
OF NON-COMPLIANCE**

June 27, 2019

@45855

Re: STOP WORK ORDER

Property Address: 10090 W HWY 24

Legal Description: TRACT IN NW4 SEC 9-13-68 AS FOLS, BEG AT PT ON ELY  
R/W

Schedule Number: 8309200011

This is to certify that construction work has taken place at the above described property without the benefit of the required permit(s). Failure to obtain the necessary permit(s) is a violation of the Pikes Peak Regional Building Code as adopted by the City of Woodland Park, Colorado. The violation(s) may also result in fines and penalties.

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

  
Roger N. Lovell

The Foregoing instrument was acknowledged before me this 27 day of June 2019 by  
Roger N. Lovell, Building Official.

WITNESS my hand and official seal.

My commission expires: 04-03-2021.



Notary Public - Rebecca Mulder

REBECCA MULDER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174014156  
My Commission Expires 04-03-2021

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Rec \$13.00 Page

El Paso County, CO

  
219074299

**Pikes Peak Regional Building Department**  
2880 International Circle  
Colorado Springs, Colorado 80910  
(719) 327-2880  
www.pprbd.org

**CERTIFICATE  
OF NON-COMPLIANCE**

September 24, 2018

@44753

Re: STOP WORK ORDER

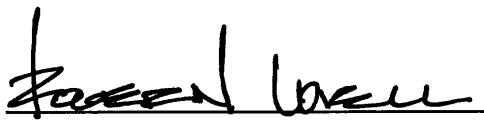
Property Address: 10090 W HWY 24

Legal Description: TRACT IN NW4 SEC 9-13-68 AS FOLS, BEG AT PT ON ELY  
R/W

Schedule Number: 8309200011

This is to certify that construction work has taken place at the above described property without the benefit of the required permit(s). Failure to obtain the necessary permit(s) is a violation of the Pikes Peak Regional Building Code as adopted by the County of El Paso, Colorado. The violation(s) may also result in fines and penalties.

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

  
Roger N. Lovell

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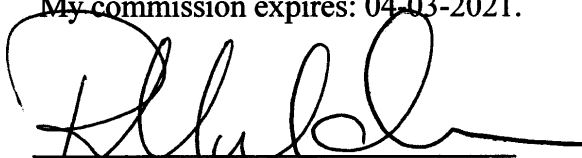
El Paso County, CO

  
218112382

The Foregoing instrument was acknowledged before me this 24 day of September 2018 by Roger N. Lovell, Building Official.

WITNESS my hand and official seal.

My commission expires: 04-03-2021.

  
Notary Public - Rebecca Mulder

REBECCA MULDER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174014156  
My Commission Expires 04-03-2021



W. B. A. 428ALR (1/05)- 11217  
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DOCUMENT NO.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 23RD day of June, 2017, by  
G&D Enterprises, Corp., a Colorado Corporation

whose address is 10090 W Highway 24, Green Mountain Falls, CO 80819

(the "Assignor"), to Unity Bank  
whose address is 207 W. Lincoln Street, Augusta, WI 54722

(the "Assignee"), in consideration of an extension of credit to  
G&D Enterprises, Corp.

whose address is 10090 W Highway 24, Green Mountain Falls, CO 80819

(the Borrower).

Recording Area

Name and Return Address

Unity Bank  
207 W Lincoln St - PO Box 461  
Augusta, WI 54722

8309200011

Parcel Identifier Number

FOR VALUE RECEIVED, the Assignor conveys, transfers and assigns to the Assignee the leases set forth in Exhibit "A" attached which lease part of the real estate described in Exhibit "B" attached ("Premises"), together with any and all other leases of space, whether oral or written, of the Premises now or hereafter entered into by the Assignor (the "Leases"), together with any and all extensions and renewals of the Leases, together with any guarantees of the tenants' obligations under the Leases, together with the use and possession of and the right to rent and/or lease any or all furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind now or hereafter available for use by tenants and/or operation of the Premises, together with the immediate and continuing right to collect and receive all rents, income, proceeds, payments and profits arising out of the Leases or out of the Premises ("Rents"), together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived under the Leases including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance, claims for damages resulting from default under the Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of the Leases or the waiver of any obligation or term prior to the expiration date and the return of any insurance premiums and/or ad valorem tax payments made in advance and subsequently refunded, to secure the following ("Secured Debt"):

a. Payment of Borrower's note(s) or agreements dated June 23, 2017 and payable to the Assignee, including all extensions, renewals and modifications (all called the "Note"), which Note is secured by a mortgage on the Premises from the Assignor to the Assignee dated June 23, 2017 ("Mortgage").

b. All additional sums which are in the future loaned by Assignee to Assignor, to Assignor and another or to another guaranteed or endorsed by Assignor which are secured by the Mortgage.

c. Payment of all other sums with interest becoming due and payable to the Assignee under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

d. Performance and discharge of the obligations, covenants and agreements of the Assignor under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

e. The term "Mortgage" used in this Assignment of Leases and Rents shall be deemed to include the term "Deed of Trust".  
THE UNDERSIGNED ASSIGNOR AGREES TO THE TERMS OF THIS ASSIGNMENT AND TO THE ADDITIONAL PROVISIONS ON PAGE 2 WHICH ARE INCORPORATED HEREIN.

G&D Enterprises, Corp. (SEAL)

A Colorado Corporation  
(Type of Organization)

By: Daniel P. Nieman, President (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of

State of COLORADO

County of El Paso Teller

authenticated this day of

This instrument was acknowledged before me on June 23, 2017

by Daniel P. Nieman

(Name(s) of person(s))

by

as President

(Type of authority, e.g., officer, trustee, etc., if any)

Title: Member State Bar of Colorado or

of G&D Enterprises, Corp.

(Name of party on behalf of whom instrument was executed, if any)

This instrument was drafted by:  
Kathy Pierzina - Unity Bank

NANCY WEAVER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 2005402582-4  
MY COMMISSION EXPIRES JUNE 17, 2020

(Notary Signature)

Notary Public, Colorado

My Commission Expires 6-17-2020

\*Type or print name signed above.



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Assignment of Leases and Rents  
Page 1 of 2

### ADDITIONAL PROVISIONS

The Assignor agrees, assigns and covenants as follows:

1. **Performance of Leases.** To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by the lessor; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases to be performed by the tenants; not to modify, extend, renew, terminate, accept a surrender of, or in any way alter the terms of the Leases nor borrow against, pledge, or assign any rentals due under the Leases, nor consent to a subordination or assignment of the interest of the tenants under the Leases to any party other than Assignee, nor collect prepayment of the rents under the Leases for more than one (1) month in advance or reduce the amount of the rents and other payments under the Leases, nor enter into any additional leases of all or any part of the Premises without the prior written consent of the Assignee.
2. **Protect Security.** At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor under the Leases, and to pay all costs and expenses of the Assignee, including reasonable attorneys' fees, in any such action or proceeding in which the Assignee in its sole discretion must appear.
3. **Representations.** With reference to the Leases described in Exhibit "A", the Assignor represents and warrants that: (a) it is the owner of the Leases with full right and title to assign the Leases and the Rents payable under the Leases; (b) the Leases are valid, in full force and effect and have not been modified or amended; (c) there are no outstanding assignments or pledges of the Leases or the Rents payable under the Leases; (d) there are no existing defaults under the Leases on the part of any party; (e) no Rents have been waived, or prepaid, discounted, compromised or released; and (f) the tenants have no defenses, set-offs, or counterclaims against the Assignor.
4. **Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment and not merely a security interest, and the Assignor understands and agrees that it establishes a present and complete transfer of the Leases, Rents and all other items subject to this Assignment. However, the Assignor shall have the license to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until a default shall occur under the Mortgage or any other document evidencing the Secured Debt. The Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee.
5. **Assignee's Right to Perform Under Leases.** Should the Assignor fail to perform, comply with or discharge any obligations of Assignor under the Leases or should the Assignee become aware of or be notified by any tenant under the Leases of a failure on the part of the Assignor to perform, comply with or discharge its obligations under the Leases, Assignee may, but shall not be obligated to, and without further demand upon the Assignor, and without waiving or releasing the Assignor from any of its obligations under this Assignment, remedy such failure, and the Assignor agrees to repay Assignee upon demand all sums incurred by the Assignee in remedying any such failure together with interest at the rate then in effect under the terms of the Note. All such sums, together with interest shall become additional Secured Debt, but no such advance shall relieve the Assignor from any default under this Assignment.
6. **Remedies.** Upon or at any time after default in the payment of any Secured Debt or in the performance of any obligation, covenant or agreement in this Assignment or in the Note or Mortgage or any other instrument constituting security for the Note, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Secured Debt or in the Note, Mortgage or any other instrument constituting security for the Note, the licensee granted Assignor to collect the Rents shall automatically and immediately terminate and the Assignor shall hold all Rents paid to the Assignor thereafter in trust for the use and benefit of the Assignee, and the Assignee may, at its option, without any further notice, either in person or by agent, with or without taking possession of the Premises, enforce the payment of Rents and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee under this Assignment, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; the Assignee may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts that the Assignee deems proper to protect its security with or without taking possession of the Premises; and the Assignee may apply the Rents to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by the Assignee, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the lessor's obligations under the Leases and to any Secured Debt all in such order as the Assignee may determine. Any entering upon and taking possession of the Premises, any collection of Rents, and any application of Rents as allowed by this Assignment shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to such notice, nor in any way operate to prevent the Assignee from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Assignment, the Mortgage, the Note, or any other instrument securing the Note.
7. **No Liability for the Assignee.** The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for losses or failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee's security and the Assignor agrees that nothing in this Assignment and no actions taken by the Assignee under this Assignment, including, but not limited to, the Assignee's approval or rejection of any leases for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor for the Secured Debt. The Assignor waives any defense or claim that may now exist or hereafter arise by reason of any action taken by the Assignee under this Assignment.
8. **Assignor to Hold Assignee Harmless.** The Assignor shall indemnify and hold the Assignee harmless from and against any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, shall be added to the Secured Debt and the Assignor shall reimburse the Assignee for such amount immediately upon demand, and the failure of the Assignor to do so shall constitute a default under this Assignment and a default under the Mortgage.
9. **Security Deposits.** The Assignor agrees on demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without accrual of interest and shall become the property of the Assignee upon a default under this Assignment or the Mortgage, to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the tenants for any such security deposit.
10. **Authorization to Tenants.** The tenants under the Leases are irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed under this Assignment without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default under the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor irrevocably directs and authorizes the tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred under this Assignment, the Note, or the Mortgage, or that the Assignee is entitled to exercise its right under this Assignment, and to the extent such sums are paid to the Assignee or receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver, the Assignor, or that the Assignee is entitled to exercise its right under this Assignment, and to the extent such sums are paid to the Assignee or receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release of the obligation of any such tenants or occupants of the Premises. Checks for all or any part of the rentals collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.
11. **Satisfaction.** Upon the payment in full of all Secured Debt as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee or its assigns, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.
12. **Assignee Creditor of the Tenants.** At any time after default in the payment of any Secured Debt or in the performance of an obligation, covenant, or agreement in this Assignment, the Note or the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Secured Debt.
13. **Assignee Attorney-In-Fact.** The Assignor irrevocably appoints the Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, after an event of default as defined in the Note or the Mortgage, to exercise any rights or remedies under this Assignment and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.
14. **Subsequent Leases.** Until the Secured Debt has been paid in full, the Assignor will deliver to the Assignee executed copies of all Leases affecting any part of the Premises and agrees to make, execute and deliver to the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents to the Assignee or that the Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may reasonably request.
15. **General Assignment of Leases and Rents.** The rights and remedies contained in this Assignment are in addition to and shall be cumulative with the rights and remedies given and created in the Mortgage, assigning generally all rents and profits of the Premises, and shall in no way limit the rights and remedies created under the Mortgage.
16. **No Mortgagee in Possession.** Nothing in this Assignment and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."
17. **Continuing Rights.** The rights and powers of the Assignee or any receiver under this Assignment shall continue and remain in full force and effect until all Secured Debt, including any deficiency remaining from a foreclosure sale, is paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee is the purchaser at the foreclosure sale, after a foreclosure sale and expiration of any redemption rights.
18. **Successors and Assigns.** This Assignment and the covenants, agreements and provisions in this Assignment shall be binding upon the Assignor and its successors and assigns including without limitation each and every record owner of the Premises or any other person having an interest in the Premises and shall inure to the benefit of the Assignee and its successors and assigns. As used in this Assignment the words "successors and assigns" shall also mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.
19. **Governing Law.** This Assignment is governed by the internal laws of the State of Colorado.
20. **Validity Clause.** The intent of this Assignment is to confer to the Assignee the rights and benefits under this Assignment to the full extent allowable by law. The unenforceability or invalidity of any provision in this Assignment shall not render any other provision or provisions in this Assignment unenforceable or invalid. Any provisions found to be unenforceable shall be severed from this Assignment.
21. **Costs of Enforcement.** The Assignor agrees that if, and as often as, this Assignment is placed in the hands of attorneys to defend or enforce any the Assignee's rights under this Assignment, the Assignor shall pay to the Assignee its reasonable costs and other expenses incurred in connection with such enforcement before and after judgment, including without limitation, reasonable attorneys' fees.

Assignment of Leases and Rents

**Exhibit "A" to**  
**Assignment of Leases and Rents [WBA428ALR]**

Dated June 23, 2017

All leases and rent agreements, whether now in place or hereafter acquired. Also includes RV lot rental agreements, whether oral or written, whether long-term or short-term.

**Exhibit "B" to**  
**Assignment of Leases and Rents [WBA428ALR]**

Dated June 23, 2017

*The property commonly known as*  
*Rocky Top Motel and Campground*  
*10090 West Highway 24*  
*Green Mountain Falls, CO 80818*

**Legal Description**

That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 13 South, Range 68 West of the 6th P.M., described as follows:

Beginning at a point on the Easterly right of way line of the U.S. Highway No. 24, whence the Southwest corner of the Northwest quarter of said Section 9 bears South 36 degrees 08 minutes West, 635 feet; thence South 55 degrees 22 minutes East on said Easterly right of way line, 605.3 feet; thence North 27 degrees 31 minutes East, 722 feet; thence North 55 degrees 08 minutes West, 513.8 feet; thence South 35 degrees 18 minutes West, 723 feet to the Point of Beginning, EXCEPT any portion contained within U.S. Highway 24, County of El Paso, State of Colorado;

**Together with:**

All the water rights awarded, decreed or permitted in District Court Water Division No. 2 Case No. 82 CW 5 respecting Well Motel X, Well #1 (0.031 c.f.s., or 14 g.p.m. Commercial-business; Drinking and Sanitary Facilities.) (Decree dated June 1, 1982).

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kathy Pierzina (715) 286-2224 Ext. 6119	
B. E-MAIL CONTACT AT FILER (optional) kpierzina@unitybanking.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) UNITY BANK P.O. Box 461 207 W. Lincoln Street Augusta, WI 54722	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME G&D Enterprises, Corp.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 10090 West Highway 24		CITY Green Mountain Falls	STATE CO	POSTAL CODE 80819
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME: (or NAME OF ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME UNITY BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 207 W. Lincoln Street - PO Box 461		CITY Augusta	STATE WI	POSTAL CODE 54722-0461
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses of any of them), instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to and all proceeds, supporting obligations, and products of the foregoing, wherever located.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	



Fo 571479

**UCC FINANCING STATEMENT ADDENDUM****FOLLOW INSTRUCTIONS**

9. **NAME OF FIRST DEBTOR:** Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

G&amp;D Enterprises, Corp.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. **DEBTOR'S NAME:** Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ **ADDITIONAL SECURED PARTY'S NAME** or ☐ **ASSIGNOR SECURED PARTY'S NAME:** Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See attached EXHIBIT "A".

17. MISCELLANEOUS:

**EXHIBIT "A"**

*The property commonly known as  
Rocky Top Motel and Campground  
10090 West Highway 24  
Green Mountain Falls, CO 80818*

**Legal Description**

That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 13 South, Range 68 West of the 6th P.M., described as follows:

Beginning at a point on the Easterly right of way line of the U.S. Highway No. 24, whence the Southwest corner of the Northwest quarter of said Section 9 bears South 36 degrees 08 minutes West, 635 feet;  
thence South 55 degrees 22 minutes East on said Easterly right of way line, 605.3 feet;  
thence North 27 degrees 31 minutes East, 722 feet;  
thence North 55 degrees 08 minutes West, 513.8 feet;  
thence South 35 degrees 18 minutes West, 723 feet to the Point of Beginning,  
EXCEPT any portion contained within U.S. Highway 24,  
County of El Paso, State of Colorado;

**Together with:**

All the water rights awarded, decreed or permitted in District Court Water Division No. 2 Case No. 82 CW 5 respecting Well Motel X, Well #1 (0.031 c.f.s., or 14 g.p.m. Commercial-business; Drinking and Sanitary Facilities.) (Decree dated June 1, 1982).

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For IREA Use Only		
Township: 13	Range: 68	Section: 9
W/O #: ELD3163		
Legal:		
10090 W. Highway 24		
Engineer: RWO		

**INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**  
**5496 North U.S. Highway 85, P.O. Drawer A**  
**Sedalia, Colorado 80135**  
**303-688-3100**

**UTILITY OVERHEAD AND UNDERGROUND EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that G&D ENTERPRISES CORP, ("Grantor"), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto **THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**, a Colorado non-profit corporation and electric cooperative association ("the Association") and to its successors or assigns, a perpetual non-exclusive easement varies in width ("the Easement") for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of electric transmission, electric distribution, and communication facilities attached to poles or other supports, together with guy-wires, overhead and underground cables, wires, conduits, transformers, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively "the Facilities") located upon, over, under, and across the following real property belonging to Grantor situated in the County of El Paso, State of Colorado, and more particularly described as follows:

**SEE EXHIBIT(S) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE**

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement and all rights and privileges of the Easement, including for the installation and maintenance of the Facilities; the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within or outside of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon or beyond the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, whether overhead or underground, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement or, when agreed to by Grantor, to install gates and stiles in such fences; and to use that portion of Grantor's adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. The Association shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, over, under, and across the Easement by the Association shall remain the property of and may be removed at the option of the Association.

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to the Association, hereby covenants that no structures shall be erected upon, over, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, over, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

The undersigned Grantor(s) warrant that they are the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except the following:



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20<sup>th</sup> day of March, 2021.

In the presence of:

[Signature]

[Signature: Daniel P. Nieman]

Grantor

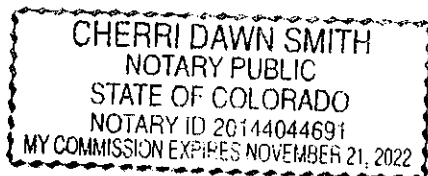
Signature

Signature

STATE OF COLORADO )  
County of Teller ) ss.

The foregoing instrument was acknowledged before me this 20 day of March, 2021,  
by Daniel P. Nieman

Witness my hand and official seal.



My Commission expires: Nov 21, 2022

[Signature: Cherrri Dawn Smith]  
Notary Public

**LEGAL DESCRIPTION - ELECTRIC EASEMENT NO. 1**

AN EASEMENT FOR ELECTRIC PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217074717, AS AMENDED BY THAT PROPERTY BOUNDARY LINE AGREEMENT AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 204028584, ALL OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE NORTHWESTERLY LINE OF SAID TRACT, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965", FROM WHICH THE MOST WESTERLY CORNER OF SAID TRACT, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, SAID POINT ALSO BEING THE MOST SOUTHERLY POINT OF SAID PROPERTY BOUNDARY LINE AGREEMENT AND A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 24 AS DESCRIBED IN DEED RECORDED IN BOOK 910 AT PAGE 473 OF SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ALUMINUM CAP STAMPED "2.00' WC RAMPART PLS 26965" BEARS S36°09'21"W (N36°09'21"E PER LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 217900261 OF SAID COUNTY RECORDS), A DISTANCE OF 393.77 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S36°09'21"W ALONG SAID PROPERTY BOUNDARY LINE AGREEMENT, A DISTANCE OF 256.41 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE N83°01'48"E, A DISTANCE OF 91.01 FEET;

THENCE N27°11'37"E, A DISTANCE OF 156.87 FEET;

THENCE N61°33'18"E, A DISTANCE OF 62.87 FEET;

THENCE S28°26'42"E, A DISTANCE OF 10.00 FEET;

THENCE S61°33'18"W, A DISTANCE OF 59.78 FEET;

THENCE S27°11'37"W, A DISTANCE OF 153.41 FEET;

THENCE S06°58'12"E, A DISTANCE OF 9.69 FEET;

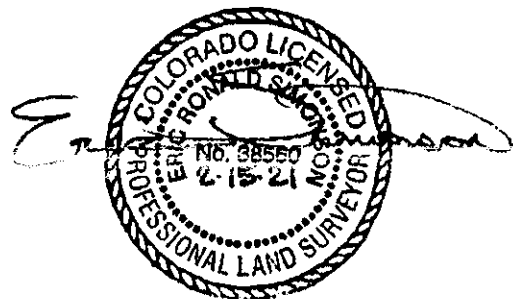
THENCE S83°01'48"W, A DISTANCE OF 113.55 FEET TO A POINT ON SAID PROPERTY BOUNDARY LINE AGREEMENT;

THENCE N36°09'21"E ALONG SAID PROPERTY BOUNDARY LINE AGREEMENT, A DISTANCE OF 20.55 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,740 SQUARE FEET (0.09 ACRES) OF LAND, MORE OR LESS.

**PREPARED BY:**

ERIC SIMONSON, COLORADO P.L.S. NO. 38560  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920



**LEGAL DESCRIPTION – ELECTRIC EASEMENT NO. 2**

A FIFTEEN FOOT (15') WIDE EASEMENT FOR ELECTRIC PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217074717, AS AMENDED BY THAT PROPERTY BOUNDARY LINE AGREEMENT AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 204028584, ALL OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT, SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 212075066 OF SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965", FROM WHICH THE MOST NORTHERLY CORNER OF THAT TRACT AS RECORDED UNDER SAID RECEPTION NO. 217074717, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 5849 AT PAGE 475 OF SAID COUNTY RECORDS, AS MONUMENTED BY REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" BEARS N54°10'05"W (S54°10'05"E PER LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 217900261), A DISTANCE OF 504.85 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N54°10'05"W ALONG THE THAT LINE COMMON TO THOSE TRACTS AS DESCRIBED UNDER SAID RECEPTION NO 217074717, SAID RECEPTION NO 212075066 AND SAID BOOK 5849 AT PAGE 475, A DISTANCE OF 263.77 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S23°14'17"W. A DISTANCE OF 22.59 FEET;

THENCE N66°45'43"W, A DISTANCE OF 15.00 FEET;

THENCE N23°14'17"E, A DISTANCE OF 25.94 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 217074717, SAID POINT ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF THAT TRACT AS DESCRIBED IN SAID BOOK 5849 AT PAGE 475;

THENCE S54°10'05"E ALONG THAT LINE COMMON TO SAID TRACTS, A DISTANCE OF 15.37 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 364 SQUARE FEET (0.01 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:  
ERIC SIMONSON, COLORADO P.L.S. NO. 38560  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920



**LEGAL DESCRIPTION – ELECTRIC EASEMENT NO. 3**

AN EASEMENT FOR ELECTRIC PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217074717, AS AMENDED BY THAT PROPERTY BOUNDARY LINE AGREEMENT AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 204028584, ALL OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT, SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 212075066 OF SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965", FROM WHICH THE MOST NORTHERLY CORNER OF THAT TRACT AS RECORDED UNDER SAID RECEPTION NO. 217074717, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 5849 AT PAGE 475 OF SAID COUNTY RECORDS, AS MONUMENTED BY REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" BEARS N54°10'05"W (S54°10'05"E PER LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 217900261), A DISTANCE OF 504.85 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N54°10'05"W ALONG THAT LINE COMMON TO THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 217074717 AND THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 212075066, A DISTANCE OF 156.78 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S42°41'19"E, A DISTANCE OF 152.58 FEET;

THENCE N28°53'13"E, A DISTANCE OF 5.05 FEET;

THENCE S61°06'47"E, A DISTANCE OF 10.87 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 217074717, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 212075066;

THENCE S28°53'13"W ALONG THAT LINE COMMON TO SAID TRACTS, A DISTANCE OF 74.83 FEET;

THENCE N61°06'47"W, A DISTANCE OF 10.87 FEET;

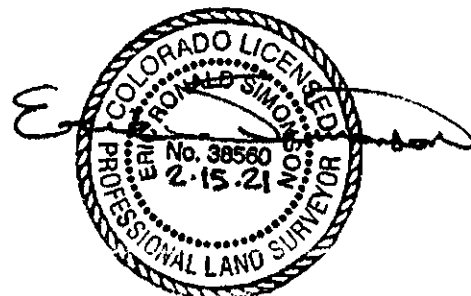
THENCE N28°53'13"E, A DISTANCE OF 53.97 FEET;

THENCE N42°41'19"W, A DISTANCE OF 231.44 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT TRACT RECORDED UNDER SAID RECEPTION NO. 217074717, SAID POINT ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF THAT TRACT RECORDED IN SAID BOOK 5849 AT PAGE 475;

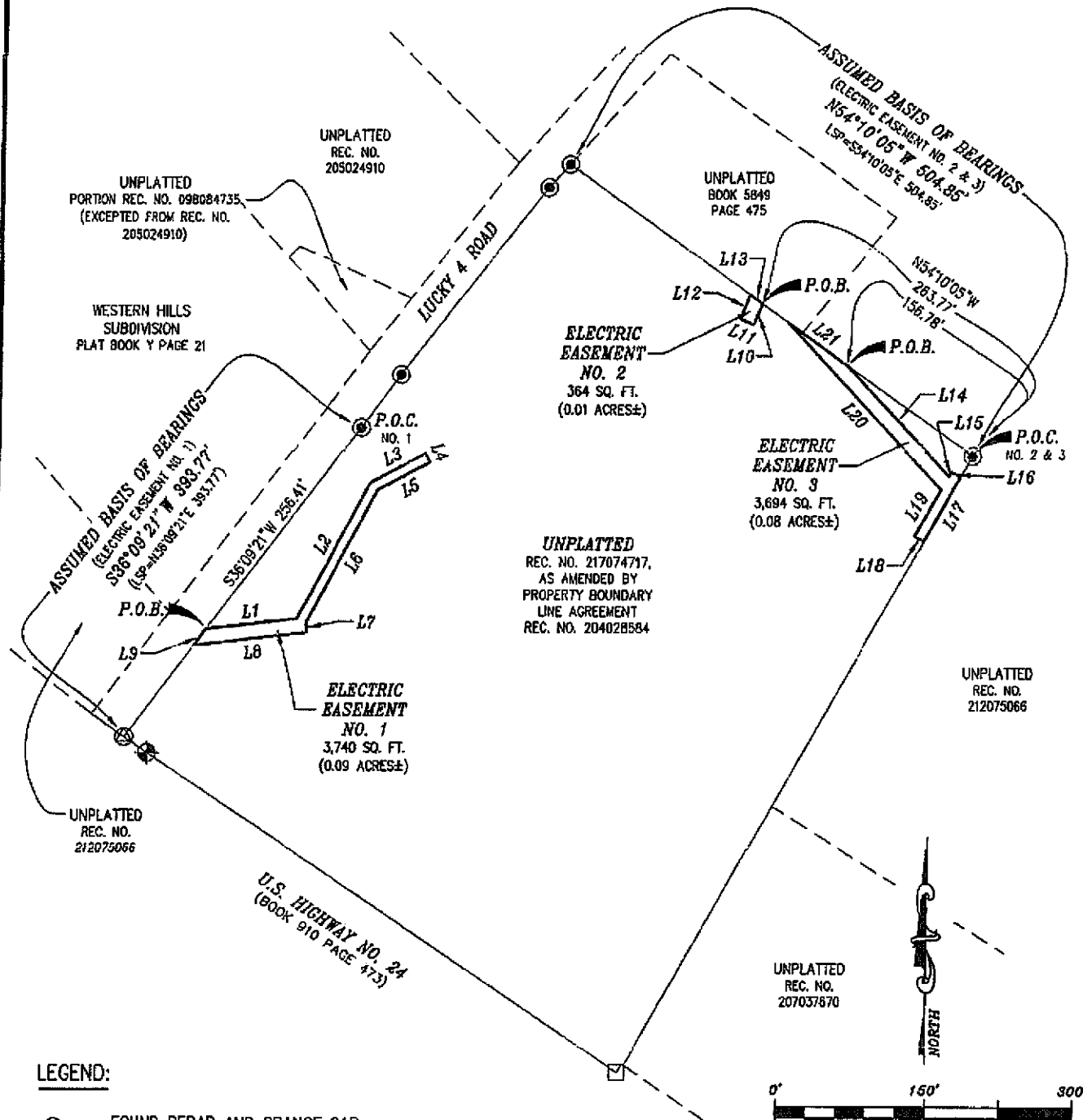
THENCE S54°10'05"E ALONG THAT LINE COMMON TO SAID TRACTS, A DISTANCE OF 75.37 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,694 SQUARE FEET (0.08 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:  
ERIC SIMONSON, COLORADO P.L.S. NO. 38560  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920



## EXHIBIT



## LEGEND:

- FOUND REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965"
- ⊙ FOUND REBAR AND 1-1/2" ALUMINUM CAP STAMPED "RAMPART PLS 26965 2.00' W.C."
- ⊕ FOUND 3-1/4" STATE HIGHWAY MARKER
- FOUND REBAR AND YELLOW CAP STAMPED "RMLS 19625"
- LSP LAND SURVEY PLAT (REC. NO. 217900261)

**RAMPART**  
**SURVEYS**

P.O. Box 5101  
Woodland Park, CO. 80866  
(719) 687-0920

*EXHIBIT*

<i>LINE TABLE</i>		
<i>LINE #</i>	<i>BEARING</i>	<i>DISTANCE</i>
L1	N83°01'48" E	91.01'
L2	N27°11'37" E	156.87'
L3	N61°33'18" E	62.87'
L4	S28°26'42" E	10.00'
L5	S61°33'18" W	59.78'
L6	S27°11'37" W	153.41'
L7	S06°58'12" E	9.69'
L8	S83°01'48" W	113.55'
L9	N36°09'21" E	20.55'
L10	S23°14'17" W	22.59'
L11	N66°45'43" W	15.00'
L12	N23°14'17" E	25.94'
L13	S54°10'05" E	15.37'
L14	S42°41'19" E	152.58'
L15	N28°53'13" E	5.05'
L16	S61°06'47" E	10.87'
L17	S28°53'13" W	74.83'
L18	N61°06'47" W	10.87'
L19	N28°53'13" E	53.97'
L20	N42°41'19" W	231.44'
L21	S54°10'05" E	75.37'

**RAMPART  
SURVEYS**

P.O. Box 5101  
Woodland Park, CO. 80866  
(719) 687-0920

For IREA Use Only		
Township: 13	Range: 68	Section: 9
W/O #: ELD3163		
Legal:		
10090 W. Highway 24		
Engineer: RWO		

**INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**  
**5496 North U.S. Highway 85, P.O. Drawer A**  
**Sedalia, Colorado 80135**  
**303-688-3100**

**UTILITY OVERHEAD AND UNDERGROUND EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that G&D ENTERPRISES CORP, ("Grantor"), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado non-profit corporation and electric cooperative association ("the Association") and to its successors or assigns, a perpetual non-exclusive easement varies in width ("the Easement") for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of electric transmission, electric distribution, and communication facilities attached to poles or other supports, together with guy-wires, overhead and underground cables, wires, conduits, transformers, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively "the Facilities") located upon, over, under, and across the following real property belonging to Grantor situated in the County of El Paso, State of Colorado, and more particularly described as follows:

**SEE EXHIBIT(S) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE**

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement and all rights and privileges of the Easement, including for the installation and maintenance of the Facilities; the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within or outside of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon or beyond the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, whether overhead or underground, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement or, when agreed to by Grantor, to install gates and stiles in such fences; and to use that portion of Grantor's adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. The Association shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, over, under, and across the Easement by the Association shall remain the property of and may be removed at the option of the Association.

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to the Association, hereby covenants that no structures shall be erected upon, over, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, over, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

The undersigned Grantor(s) warrant that they are the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except the following:



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 29<sup>th</sup> day of March, 2021.

In the presence of:

[Signature]

[Signature]

Grantor

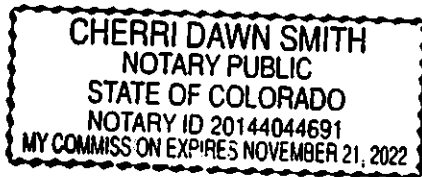
Signature

Signature

STATE OF COLORADO )  
County of Teller ) ss.

The foregoing instrument was acknowledged before me this 29 day of March, 2021.  
by Daniel P. Nieman

Witness my hand and official seal.



My Commission expires: Nov 21, 2022

[Signature]

Notary Public

**LEGAL DESCRIPTION – ELECTRIC EASEMENT NO. 1**

AN EASEMENT FOR ELECTRIC PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217074717, AS AMENDED BY THAT PROPERTY BOUNDARY LINE AGREEMENT AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 204028584, ALL OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE NORTHWESTERLY LINE OF SAID TRACT, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965", FROM WHICH THE MOST WESTERLY CORNER OF SAID TRACT, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, SAID POINT ALSO BEING THE MOST SOUTHERLY POINT OF SAID PROPERTY BOUNDARY LINE AGREEMENT AND A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 24 AS DESCRIBED IN DEED RECORDED IN BOOK 910 AT PAGE 473 OF SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ALUMINUM CAP STAMPED "2.00' WC RAMPART PLS 26965" BEARS S36°09'21"W (N36°09'21"E PER LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 217900261 OF SAID COUNTY RECORDS), A DISTANCE OF 393.77 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S36°09'21"W ALONG SAID PROPERTY BOUNDARY LINE AGREEMENT, A DISTANCE OF 256.41 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE N83°01'48"E, A DISTANCE OF 91.01 FEET;

THENCE N27°11'37"E, A DISTANCE OF 156.87 FEET;

THENCE N61°33'18"E, A DISTANCE OF 62.87 FEET;

THENCE S28°26'42"E, A DISTANCE OF 10.00 FEET;

THENCE S61°33'18"W, A DISTANCE OF 59.78 FEET;

THENCE S27°11'37"W, A DISTANCE OF 153.41 FEET;

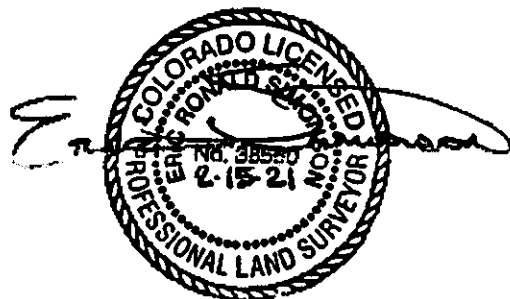
THENCE S06°58'12"E, A DISTANCE OF 9.69 FEET;

THENCE S83°01'48"W, A DISTANCE OF 113.55 FEET TO A POINT ON SAID PROPERTY BOUNDARY LINE AGREEMENT;

THENCE N36°09'21"E ALONG SAID PROPERTY BOUNDARY LINE AGREEMENT, A DISTANCE OF 20.55 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,740 SQUARE FEET (0.09 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:  
ERIC SIMONSON, COLORADO P.L.S. NO. 38560  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920



**LEGAL DESCRIPTION – ELECTRIC EASEMENT NO. 2**

A FIFTEEN FOOT (15') WIDE EASEMENT FOR ELECTRIC PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217074717, AS AMENDED BY THAT PROPERTY BOUNDARY LINE AGREEMENT AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 204028584, ALL OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT, SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 212075066 OF SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965", FROM WHICH THE MOST NORTHERLY CORNER OF THAT TRACT AS RECORDED UNDER SAID RECEPTION NO. 217074717, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 5849 AT PAGE 475 OF SAID COUNTY RECORDS, AS MONUMENTED BY REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" BEARS N54°10'05"W (S54°10'05"E PER LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 217900261), A DISTANCE OF 504.85 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N54°10'05"W ALONG THE THAT LINE COMMON TO THOSE TRACTS AS DESCRIBED UNDER SAID RECEPTION NO 217074717, SAID RECEPTION NO 212075066 AND SAID BOOK 5849 AT PAGE 475, A DISTANCE OF 263.77 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S23°14'17"W, A DISTANCE OF 22.59 FEET;

THENCE N66°45'43"W, A DISTANCE OF 15.00 FEET;

THENCE N23°14'17"E, A DISTANCE OF 25.94 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 217074717, SAID POINT ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF THAT TRACT AS DESCRIBED IN SAID BOOK 5849 AT PAGE 475;

THENCE S54°10'05"E ALONG THAT LINE COMMON TO SAID TRACTS, A DISTANCE OF 15.37 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 364 SQUARE FEET (0.01 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:  
ERIC SIMONSON, COLORADO P.L.S. NO. 38560  
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC  
P.O. BOX 5101  
WOODLAND PARK, COLORADO 80866  
719-687-0920



**LEGAL DESCRIPTION – ELECTRIC EASEMENT NO. 3**

AN EASEMENT FOR ELECTRIC PURPOSES LYING OVER, UNDER AND ACROSS A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217074717, AS AMENDED BY THAT PROPERTY BOUNDARY LINE AGREEMENT AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 204028584, ALL OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT, SAID POINT ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 212075066 OF SAID COUNTY RECORDS, AS MONUMENTED BY A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965", FROM WHICH THE MOST NORTHERLY CORNER OF THAT TRACT AS RECORDED UNDER SAID RECEPTION NO. 217074717, AS AMENDED BY SAID PROPERTY BOUNDARY LINE AGREEMENT, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 5849 AT PAGE 475 OF SAID COUNTY RECORDS, AS MONUMENTED BY REBAR AND ORANGE CAP STAMPED "RAMPART PLS 26965" BEARS N54°10'05"W (S54°10'05"E PER LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 217900261), A DISTANCE OF 504.85 FEET (OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N54°10'05"W ALONG THAT LINE COMMON TO THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 217074717 AND THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 212075066, A DISTANCE OF 156.78 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE S42°41'19"E, A DISTANCE OF 152.58 FEET;

THENCE N28°53'13"E, A DISTANCE OF 5.05 FEET;

THENCE S61°06'47"E, A DISTANCE OF 10.87 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 217074717, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 212075066;

THENCE S28°53'13"W ALONG THAT LINE COMMON TO SAID TRACTS, A DISTANCE OF 74.83 FEET;

THENCE N61°06'47"W, A DISTANCE OF 10.87 FEET;

THENCE N28°53'13"E, A DISTANCE OF 53.97 FEET;

THENCE N42°41'19"W, A DISTANCE OF 231.44 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT TRACT RECORDED UNDER SAID RECEPTION NO. 217074717, SAID POINT ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF THAT TRACT RECORDED IN SAID BOOK 5849 AT PAGE 475;

THENCE S54°10'05"E ALONG THAT LINE COMMON TO SAID TRACTS, A DISTANCE OF 75.37 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,694 SQUARE FEET (0.08 ACRES) OF LAND, MORE OR LESS.

PREPARED BY:

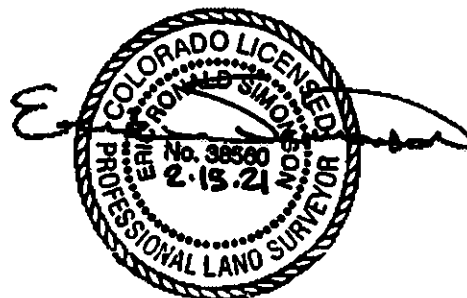
ERIC SIMONSON, COLORADO P.L.S. NO. 38560

FOR AND ON BEHALF OF RAMPART SURVEYS, LLC

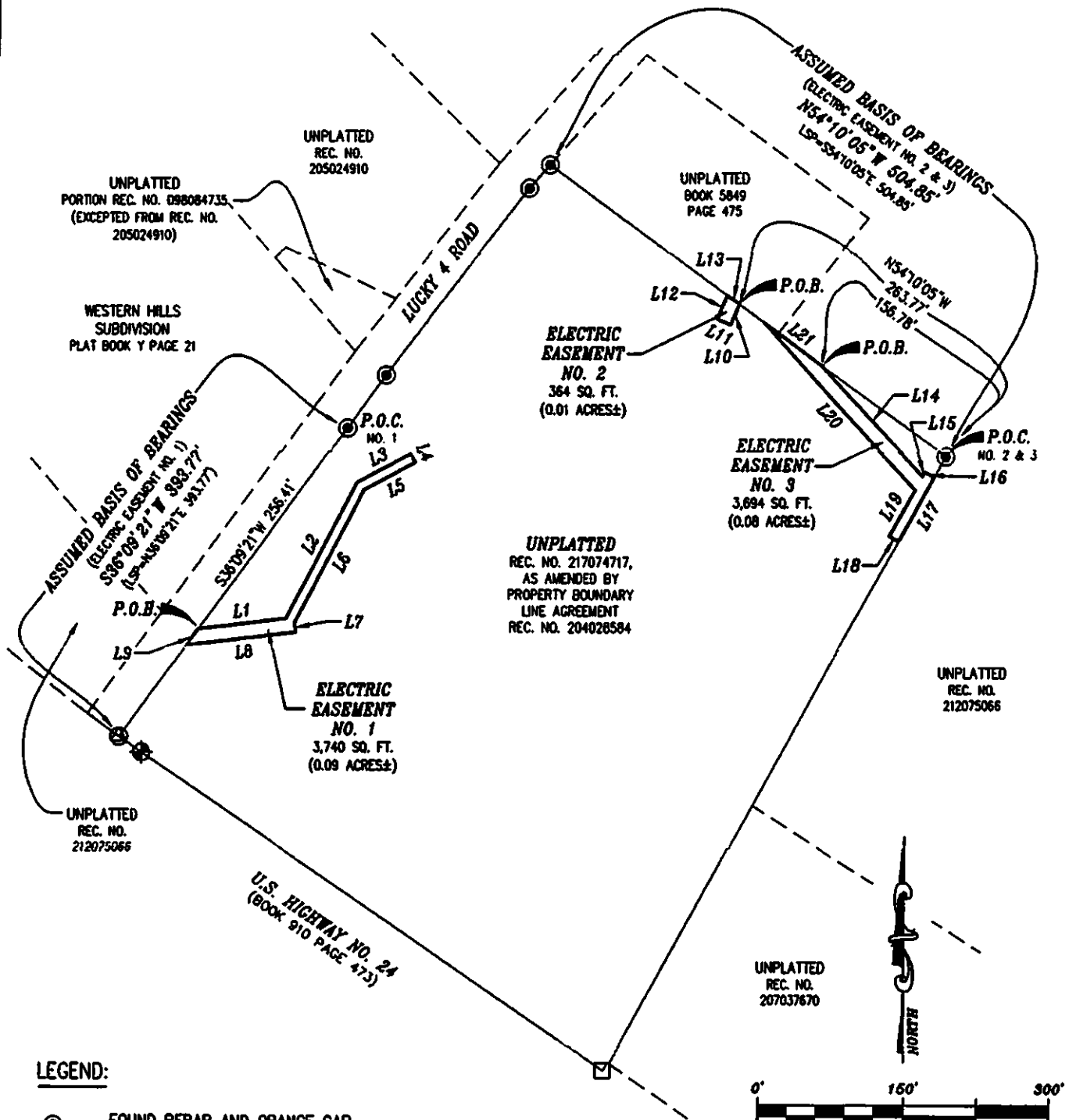
P.O. BOX 5101

WOODLAND PARK, COLORADO 80866

719-687-0920



## EXHIBIT



## LEGEND:

- FOUND REBAR AND ORANGE CAP  
STAMPED "RAMPART PLS 26965"
- ⊕ FOUND REBAR AND 1-1/2" ALUMINUM CAP  
STAMPED "RAMPART PLS 26965 2.00' W.C."
- ⊙ FOUND 3-1/4" STATE HIGHWAY MARKER
- FOUND REBAR AND YELLOW CAP  
STAMPED "RMLS 19625"
- LSP LAND SURVEY PLAT (REC. NO. 217900261)

**RAMPART  
SURVEYS**

P.O. Box 5101  
Woodland Park, CO. 80866  
(719) 687-0920

*EXHIBIT*

<i>LINE TABLE</i>		
<i>LINE #</i>	<i>BEARING</i>	<i>DISTANCE</i>
L1	N83°01'48" E	91.01'
L2	N27°11'37" E	156.87'
L3	N61°33'18" E	62.87'
L4	S28°26'42" E	10.00'
L5	S61°33'18" W	59.78'
L6	S27°11'37" W	153.41'
L7	S06°58'12" E	9.69'
L8	S83°01'48" W	113.55'
L9	N36°09'21" E	20.55'
L10	S23°14'17" W	22.59'
L11	N66°45'43" W	15.00'
L12	N23°14'17" E	25.94'
L13	S54°10'05" E	15.37'
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L16	S61°06'47" E	10.87'
L17	S28°53'13" W	74.83'
L18	N61°06'47" W	10.87'
L19	N28°53'13" E	53.97'
L20	N42°41'19" W	231.44'
L21	S54°10'05" E	75.37'

**RAMPART**  
**SURVEYS**

P.O. Box 5101  
Woodland Park, CO. 80866  
(719) 687-0920

02/19/2004 02:07

204028584

Doc \$0.00 Page

Rec \$15.00 1 of 2



# PROPERTY BOUNDARY LINE AGREEMENT

THIS AGREEMENT is entered into this 19th day of November 2003, between Cecil D. Smischny, G.D. Smischny, and TPRT Investments, LLC, represented by Tom Frezza, who are the owners of adjoining properties separated by common boundary lines, located in the Northwest Quarter of Section 9, Township 13 South, Range 68 West of the 6<sup>th</sup> P.M., El Paso County, Colorado.

IN CONSIDERATION of the determination and permanent establishment of their mutual boundaries, the parties agree upon and fix the location of the common boundary lines between their individual properties as shown on the attached sketch which shall be known as "EXHIBIT-A". This agreement is entered into in accordance with Colorado Revised Statutes, 1973: 38-44-112. Agreements. Any line or disputed corner or boundary may be determined and permanently established by written agreement of all parties thereby affected, signed and acknowledged by each as required for conveyances of real estate, clearly designating the same, and accompanied by a map or plat thereof which shall be recorded as an instrument affecting real estate, and shall be binding upon their heirs, successors, and assigns.

IN WITNESS WHEREOF, and intending this to be a legal and binding contract between them, the undersigned have executed this agreement on this 19th day of November 2003.

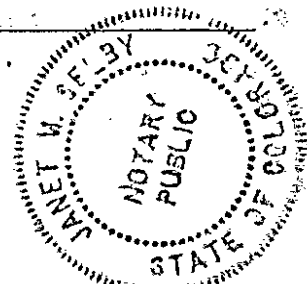
## ACKNOWLEDGEMENT:

Cecil D. Smischny  
Cecil D. Smischny



I, Janet Selby, a Notary Public of Teller County, Colorado do hereby certify that Cecil D. Smischny personally appeared before me and acknowledged this agreement. Witness my hand and seal this 19th day of November 2003. My commission expires: 2-1-2005

G.D. Smischny  
G.D. Smischny



I, JANET Selby, a Notary Public of Teller County, Colorado do hereby certify that G. D. Smischny personally appeared before me and acknowledged this agreement. Witness my hand and seal this 19th day of November 2003. My commission expires: 2-1-2005

Tom Frezza  
Tom Frezza (Representing TPRT Investments, LLC)



I, KARI DALTON, a Notary Public of EL PASO County, Colorado do hereby certify that Tom Frezza personally appeared before me and acknowledged this agreement. Witness my hand and seal this 10 day of JAN 2003. My commission expires: 6-14-2006





## ASSESSOR PROPERTY APPRAISAL INFORMATION EL PASO COUNTY

**Parcel No:** 83092-00-011

**Master Parcel No:**

**Owner:** JANISH JOHN E  
 JANISH SUSAN K  
 2820 BANDERAS LN  
 COLORADO SPRINGS, CO 80917-3712

**Location:** 10090 HIGHWAY 24 W

**Legal Description:** TRACT IN NW4 SEC 9-13-68 AS FOLS. BEG AT PT ON ELY R/W LN OF US HWY 24 WHENCE THE SW COR OF NW4 OF SEC 9 BEARS S 36<08' W 635 FT, TH S 55<22' E ON ELY R/W LN SD HWY 605.3 FT, N 27<31' E 722 FT, N 55<08' W 513.8 FT, TH S 35<18' W 723 FT TO POB EX PT TO HWY

<u>Txd</u>	<u>Levy</u>	<u>Neighborhood</u>	<u>Plat</u>	<u>Create Date</u>
HBD	66.996	212	0	

<u>Year Built</u>	<u>Base-Ment</u>	<u>Stories</u>	<u>Units</u>	<u>Use Code</u>	<u>Area</u>	<u>Assessed Value</u>	<u>Market Value</u>	<u>Appraisal Date</u>
Land:				1125	4815SF	110	1250	3/01
Land:				2125	9.21AC	28640	98750	3/01
Imp: 1947	1.0	15		MZ	5469	42080	145094	4/01
Imp: 1947	1.0	1		AZ	1288	3110	34035	4/01
Imp: 1947	1.0	0		WZ	1736	4360	15018	4/01
Imp: 1950	1.0	72		RV	625	73050	251893	4/01
<b>Taxable Totals:</b>						151350	546040	

<u>Sales:</u>	<u>Date</u>	<u>Sale Price</u>	<u>Doc Fee</u>	<u>Reception#</u>	<u>Book</u>	<u>Page</u>	<u>Sale Code</u>	<u># Parcels</u>
	02/01/1978		25.50				Z	0
	04/01/1984		27.70				A	0
	05/01/1984		30.62				G	0
	08/01/1987		35.50					0
	05/23/1995	500,000	50.00	95049418	6652	733	AH	0
	06/25/2001	625,000	64.00	201087247			HJ	0

*The above described property is not valued or classified as agricultural land.*

*Book Davis  
 Licensed Appraiser #410137849  
 El Paso County Assessor's Office*

*March 12, 2002*

(Continued on following page)

# ASSESSOR PROPERTY APPRAISAL INFORMATION

## EL PASO COUNTY

**Parcel No:** 83092-00-011

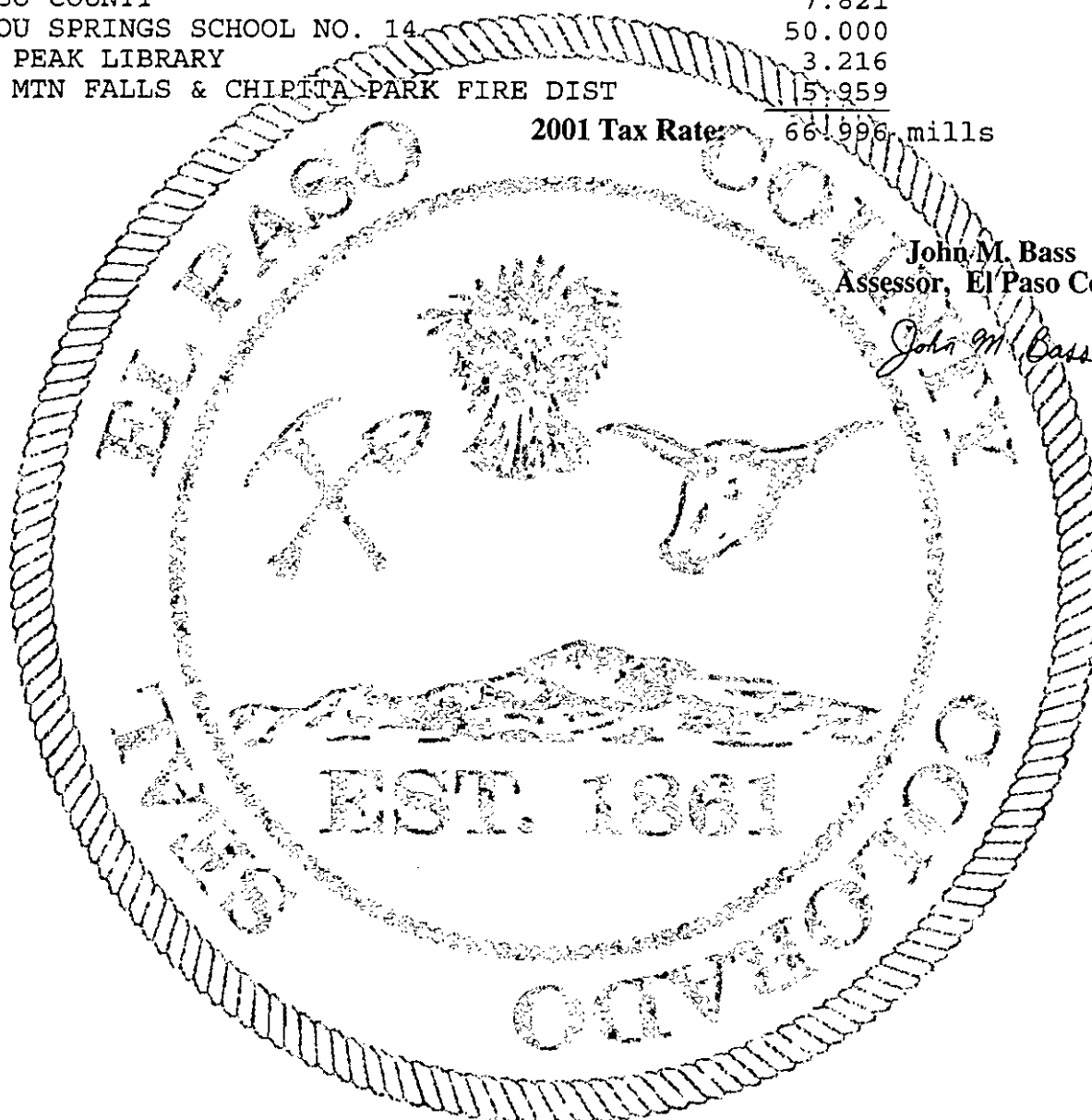
### Taxing Entities

	<u>Mill Rate</u>
EL PASO COUNTY	7.821
MANITOU SPRINGS SCHOOL NO. 14	50.000
PIKES PEAK LIBRARY	3.216
GREEN MTN FALLS & CHIPITA PARK FIRE DIST	15.959

**2001 Tax Rate:** 66.996 mills

**John M. Bass**  
Assessor, El Paso County

*John M. Bass*



J. Patrick Kelly El Paso Cty, CO

03/15/2002 02:06

202042256

Doc \$0.00 Page

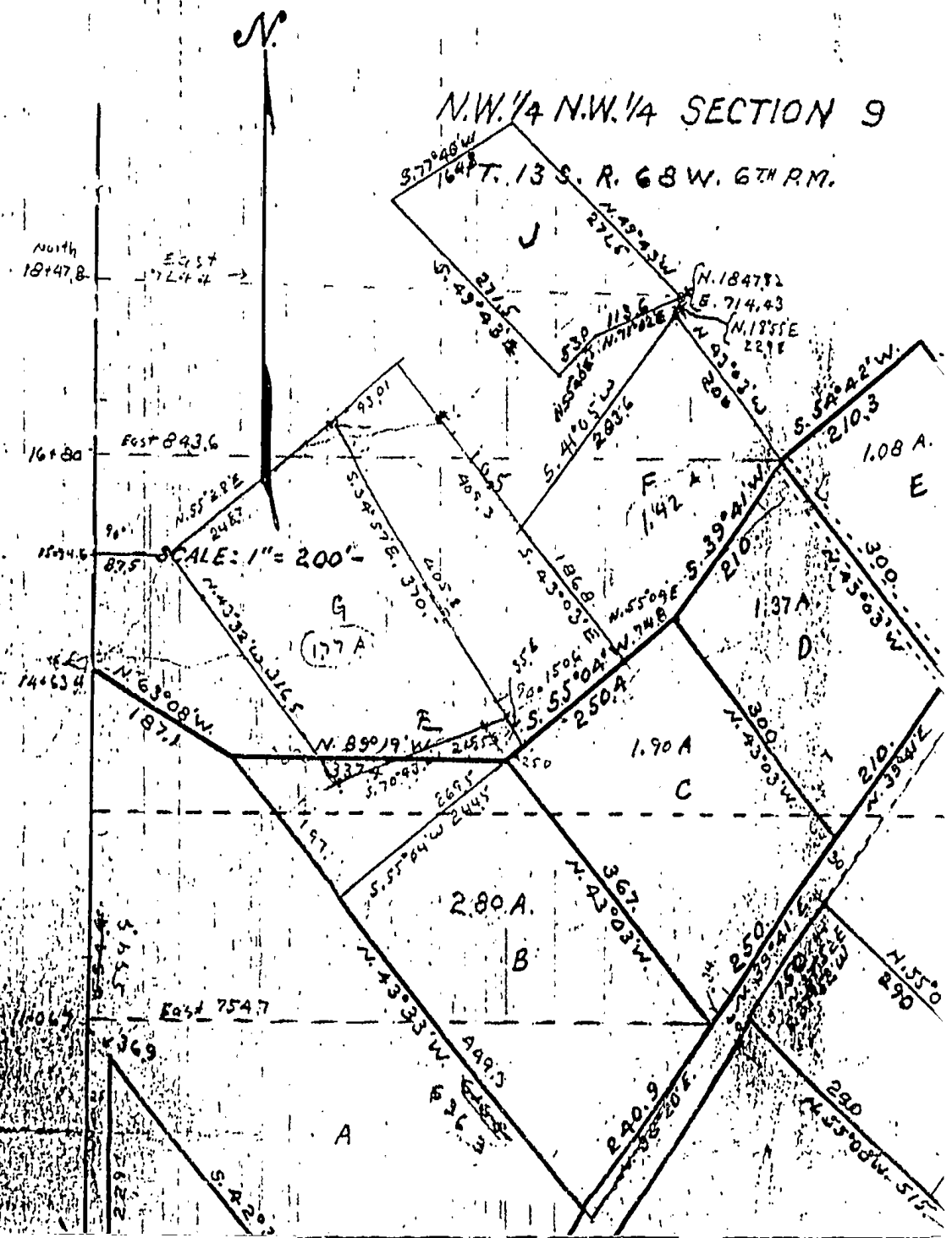
Rec \$10.00 2 of 2

Please note that appraisal records are subject to change without notification.

**Printed:** 03/12/2002 **By:** DAVIS



SK



J. Patrick Kelly El Paso Cty, CO  
02/22/2002 02:22 202030335  
Doc \$0.00 Page  
Rec \$10.00 2 of 4

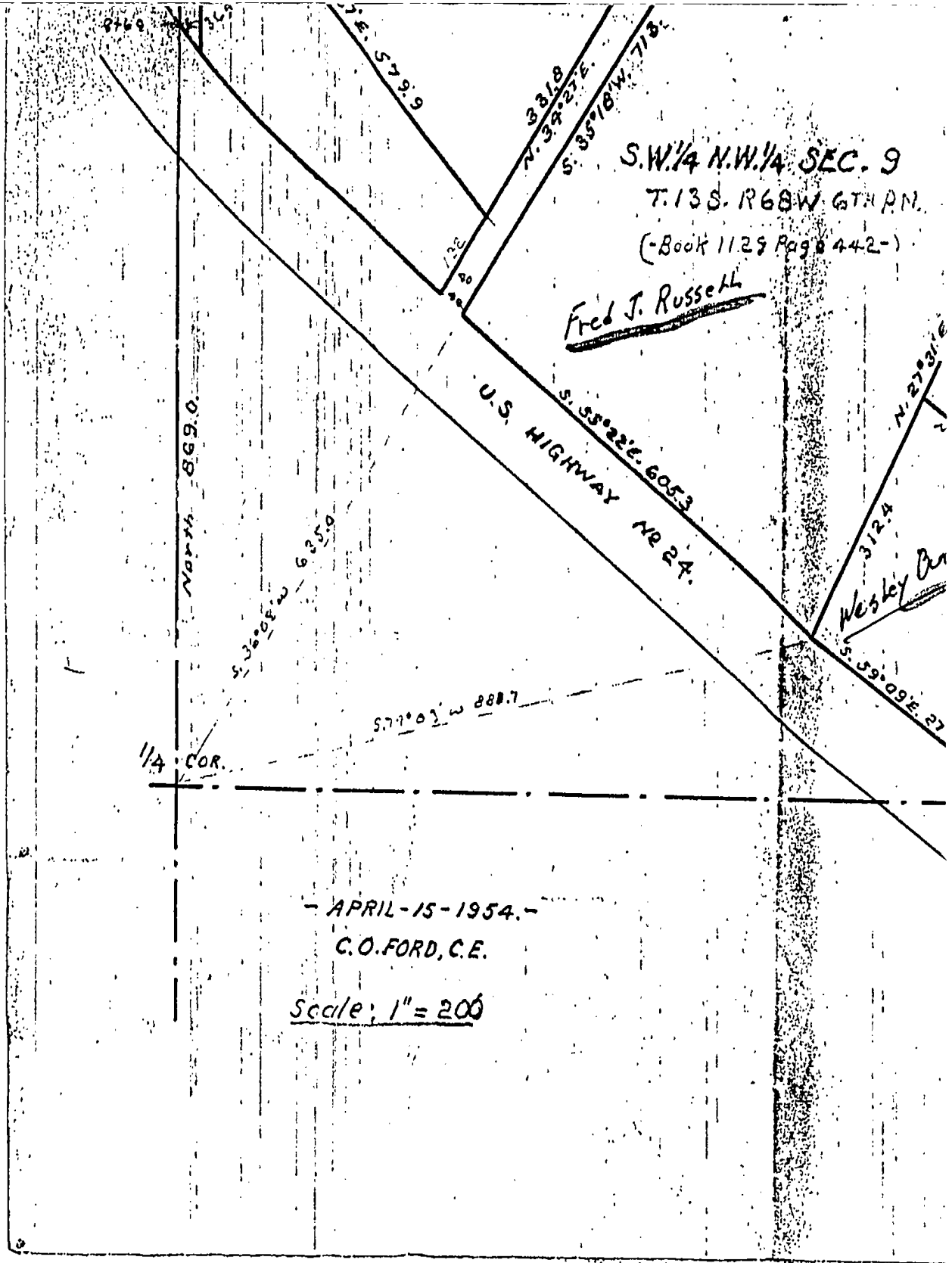
# ISCHNY SURVEY MAP

RAY SMISCHNY

1423.63 W.  
175.  
229.6  
N. 22°05' E.  
N. 74°00' E.  
E. 164.84

9' W.  
150  
N. 37°52' E.

REMENT OF THIS  
SIS  
SIS



- APRIL - 15 - 1954. -

C.O. FORD, C.E.

Scale: 1" = 200

J. Patrick Kelly El Paso Cty, CO 202030335  
02/22/2002 02:22  
Doc \$0.00 Page  
Rec \$10.00 3 of 4

202030335

Received at 1:17 o'clock P.M., OCT 4 1962

BOOK 1928 PAGE 396

Reception No. 256124 HARRIET BEALS

PLATEAU NATURAL GAS COMPANY

RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of One Dollars (\$ 1.00 ) to us in hand paid, receipt of which is hereby acknowledged, Roy V. & Laura B. Jones Green Mt. Falls, Colo.

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, and (subject to the payments hereinafter provided), such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, through the following real estate in El Paso County,

State of Colorado to-wit: A portion of NW 1/4 Sec. 9-13-68 Beg at Pt on Ely R/W Line of Hwy #24 at survey Sta 2031 Plus 96.7' of Sd Hwy whence the S.W. Cor of S.W. 1/4 Sd Sec 9 bears S 36°08' W 633 Ft. Th S 55°22' E on Ely R/W Line Sd Hwy, A Dist of 605.3 Ft to Survey Sta 2038 Plus 02' of Sd Hwy, Th N 27°31' E 722 Ft. Th N 55°08' W 513.8 Ft. Th S 35°18' W 723 Ft. To Beg.

And also with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE may lay an additional line as a replacement of an existing line without liability for the payment of additional money except for damages to growing crops, fences or improvements occasioned by the laying of such replacement line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning 1962, to 1963, on (Cash or Crop) Basis.

Executed this 22<sup>nd</sup> day of August, 1962.

Roy V. Jones  
Laura B. Jones

Recorded at 9:00 o'clock A.M.,  
Reception No. 860329

FEB 2 1972

BOOK 2465 PAGE 195

~~BLANKET~~ Recorder

# KNOW ALL MEN BY THESE PRESENTS: That I, or We,

DAVID A. HANSEN and VIVIAN F. HANSEN, J.T.

the Grantor or Grantors,  
of the \_\_\_\_\_ County of El Paso, and State of Colorado,  
for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to the said Grantor or Grantors  
in hand paid, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these  
presents do hereby **GRANT, BARGAIN, SELL, CONVEY AND CONFIRM** unto

## STATE DEPARTMENT OF HIGHWAYS Division of Highways, State of Colorado

the Grantee, its successors and assigns forever, the following right and interest in real property, situated in the \_\_\_\_\_ County  
of El Paso and State of Colorado, owned by said Grantor or Grantors, to-wit:

*EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR OR GRANTORS* to and from any part of the right-  
of-way for Colorado State Highway No. 24, a Freeway established according to the laws of the State of Colorado, and from  
and to any part of the said real property of the Grantor or Grantors abutting upon said Highway, along or across the access line or lines  
described as follows:

F 024-2(1) Sec. 1

PARCEL NO. AC-110 REV.

NORTHEASTERLY LINE

Beginning at a point of intersection of the westerly property line and the north-  
easterly right of way line of S.H. No. 24 as recorded in Book 910, Page 473 of the El  
Paso County records, from which the  $W\frac{1}{2}$  corner of Sec. 9, T. 13 S., R. 68 W. of the 6th  
P.M. bears S.  $37^{\circ} 02' W.$ , a distance of 644.8 feet;

1. Thence along said northeasterly right of way line, along the arc of a curve to the left, having a radius of 1,567.1 feet, a distance of 15.0 feet (the chord of this arc bears S.  $55^{\circ} 04' E.$  a distance of 15.0 feet) to the center of a 30.0 foot opening which is being excepted from this access limitation;
2. Thence continuing along said northeasterly right of way line, along the arc of a curve to the left, having a radius of 1,567.1 feet, a distance of 15.0 feet (the chord of this arc bears S.  $55^{\circ} 37' E.$  a distance of 15.0 feet);
3. Thence continuing along said northeasterly right of way line, S.  $55^{\circ} 53' 30'' E.$ , a distance of 305.4 feet to the center of a 30.0 foot opening which is being excepted from this access limitation;
4. Thence continuing along said northeasterly right of way line, S.  $55^{\circ} 53' 30'' E.$ , a distance of 269.9 feet;
5. Thence continuing along the northeasterly right of way line, N.  $34^{\circ} 06' 30'' E.$ , a distance of 10.0 feet to a point on the easterly property line.



together with all the appurtenances thereunto belonging.

D.O.H. FORM NO. 230 (7-1-68)  
FORMERLY R.O.W. FORM NO. 35

BOOK 2465 PAGE 196

Excepting, however, from this grant, the right of the Grantor or Grantors to have the following point or points of access at the locations set forth hereinafter, to be limited, however, in use by the Grantor or Grantors, to the width and purpose hereinafter designated:

WIDTH	USE OR PURPOSE	CENTER OF ACCESS OPPOSITE—	
		SIDE	STATION
30 foot		Left	2039+30 E.B.
30 foot		Left	P.O.S.T. 2036+05.4 E.B.

according to centerline stationing of the Grantee's Project No. F 024-2(1) Sec. 1

Further excepting from this grant, the right of the Grantor or Grantors to have access across the aforesaid line or lines at those points where passageways under the roadway, and public openings in said line or lines, may be provided for that purpose by the Grantee.

This deed, and the rights and interests herein conveyed, shall be and constitute a perpetual burden upon the real property of Grantor or Grantors, adjoining the hereinbefore described access line or lines, across which access will be denied, as herein set forth, and shall be binding upon the Grantor or Grantors, and all the heirs, successors and assigns of the Grantor or Grantors, with respect to said adjoining real property.

And the Grantor or Grantors, for themselves and for their heirs, successors, executors, administrators and assigns, do covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, the above bargained access rights and interests, in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons lawfully claiming, or to claim, the whole or any part thereof, by, through or under the Grantor or Grantors, to WARRANT AND FOREVER DEFEND.

Signed, sealed and delivered this 14 day of January, A.D., 1972

DAVID A. HANSEN

VIVIAN F. HANSEN

STATE OF Colorado

County of Jefferson

The foregoing instrument was acknowledged before me this 14 day of January, A.D., 1972  
by **DAVID A. HANSEN & VIVIAN F. HANSEN, J.T.**

Witness my hand and official seal.

My Commission expires 10. 1974

STATE OF Colorado

County of Jefferson

The foregoing instrument was acknowledged before me this 14 day of January, A.D., 1972  
by

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public



Reception No. <u>8610229</u>	Project <u>F 024-2(1) Sec. 1</u>	Location <u>Cascade - West</u>	Parcel No. <u>AC 110 REV.</u>
<b>DEED OF ACCESS RIGHTS</b> <i>FROM</i> <b>DAVID A. HANSEN</b> <b>VIVIAN F. HANSEN, J.T.</b>			
TO <b>STATE DEPARTMENT OF HIGHWAYS</b> Division of Highways, State of Colorado			
STATE OF COLORADO	County of <u>Jefferson</u>	ss.	
I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the <u>14</u> day of <u>January</u> , A.D., 19 <u>72</u> at the hour of <u>9:00</u> o'clock <u>A.M.</u> , and was thereafter by me duly recorded in Book <u>2465</u> , Page <u>196</u> , of the records of my office.			
<b>HARRIET BEALS</b> County Clerk and Recorder		Deputy <i>Doris Buckley</i>	
Fee <u>3.25</u>			
AFTER RECORDING PLEASE MAIL TO STATE DEPARTMENT OF HIGHWAYS Division of Highways, State of Colorado 4201 E. Arkansas Ave. Denver, Colorado, 80222 Attention: STAFF RIGHT OF WAY ENGINEER			



# The United States of America,

To all to whom these Presents shall come, Greeting:

Homestead Certificate No. *2910*

Application *4874*

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Pueblo Colorado*

, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of *Harvey Longwell*

has been established and duly consummated, in conformity to law, for the *North half of the North West quarter, the South West quarter of the North West quarter and the North West quarter of the South West quarter of Section nine, in Township thirteen South of Range sixty-eight West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres.*

according to the Official Plat of the survey of said Land, returned to the General Land Office by the Surveyor General.

Now know ye that there is, therefore, granted by the United States unto the said *Harvey Longwell*

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said *Harvey Longwell* and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agriculture, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, *Grover Cleveland*, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *Twenty first* day of *March*, in the year of our Lord one thousand eight hundred and *ninety-three*, and of the Independence of the United States the one hundred and *seventeenth*.

U. S.

By the President: *Grover Cleveland*

By *M. McLean*, Secretary.

*J. R. Conwell*, Recorder of the General Land Office.

*ad interim*

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(TD72-8-10) (Mandatory 1-11)

**IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.**

**THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

## DEED OF TRUST

(Due on Transfer – Strict)

THIS DEED OF TRUST is made this 23rd day of June, 20 17, between G&D Enterprises, Corp.,  
a Colorado Corporation (Borrower), whose address is 10090 West Highway 24, Green Mountain Falls, CO 80819;  
and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of UNITY BANK  
(Lender), whose address is 207 West Lincoln Street, P.O. Box 481, Augusta, WI 54722

Borrower and Lender covenant and agree as follows:

**1. Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the \_\_\_\_\_ County of El Paso, State of Colorado:

See attached EXHIBIT "A".

known as No. 10090 West Highway 24 Green Mountain Falls Colorado 80819 (Property Address),  
Street Address City State Zip  
together with all its appurtenances (Property).

**2. Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

**2.1.** the repayment of the indebtedness evidenced by Borrower's note (Note) dated June 23, 2017 in the principal sum of One Million Eighty-Eight Thousand and 00/100 Dollars (U.S. \$ 1,088,000.00), with interest on the unpaid principal balance from June 23, 2017 until paid, at the rate of 5.65 percent per annum, with principal and interest payable at 207 West Lincoln Street, Augusta, WI 54722 or such other place as Lender may designate, in 59 payments of Seven Thousand Six Hundred Fifty-five and 00/100 Dollars (U.S. \$ 7,655.00), due on the 15th day of each month beginning August 15, 2017; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on July 15, 2022; and Borrower is to pay to Lender a late charge of 5.00 % of any payment not received by Lender within 15 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except NONE (no prepayment penalty)

**2.2.** the payment of all other sums, with interest thereon at 5.65 % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

**2.3.** the performance of the covenants and agreements of Borrower herein contained.

**3. Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to none other.

**4. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

**5. Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

**6. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or



forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

**7. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

**8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

**9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- 9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;
- 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- 9.3. sums due on any prior lien or encumbrance on the Property;
- 9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;
- 9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
- 9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

**10. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and



shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

**12. Borrower not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

**13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

174 **19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder,  
 175 the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and  
 176 interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided  
 177 by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though  
 178 no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

179 **20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower  
 180 hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration;  
 181 Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due  
 182 and payable.

183 Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration  
 184 under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure  
 185 proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or  
 186 insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed  
 187 by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

188 Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in  
 189 person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property  
 190 and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first  
 191 to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the  
 192 sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

193 **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of  
 194 Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees.  
 195 If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to  
 196 Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the  
 197 release of this Deed of Trust.

198 **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under  
 199 state or federal law presently existing or hereafter enacted.

200 **23. Escrow Funds for Taxes and Insurance.** This § 23 is not applicable if Funds, as defined below, are being paid pursuant  
 201 to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are  
 202 payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to N/A of the  
 203 yearly taxes and assessments which may attain priority over this Deed of Trust, plus N/A of yearly premium installments for  
 204 Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and  
 205 reasonable estimates thereof, taking into account any excess Funds not used or shortages.

206 The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in  
 207 an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the  
 208 Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds,  
 209 analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any  
 210 interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing  
 211 credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional  
 212 security for the sums secured by this Deed of Trust.

213 If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they  
 214 fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is  
 215 given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured  
 216 by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other  
 217 required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

218 Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held  
 219 by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by  
 220 Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs  
 221 first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

222 **24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer  
 223 or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the  
 224 execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part  
 225 thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3  
 226 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty  
 227 percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the  
 228 reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or  
 229 encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or  
 230 (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event  
 231 of each and every Transfer:

232 **24.1.** All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

233 24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate,  
 234 Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured  
 235 hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run  
 236 with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal  
 237 with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of  
 238 undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability  
 239 hereunder for the obligations hereby secured.

240 24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the  
 241 mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or  
 242 constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be  
 243 estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan,  
 244 whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

245 25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.  
 246  
 247

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(s):

IF BORROWER IS CORPORATION:  
 ATTEST:

*D. P. Nieman*  
 Secretary

(SEAL)

doing business as \_\_\_\_\_

G&D Enterprises, Corp.

Name of Corporation

By *Daniel P. Nieman*  
 President

IF BORROWER IS PARTNERSHIP:

\_\_\_\_\_  
 Name of Partnership

By \_\_\_\_\_  
 A General Partner

IF BORROWER IS LIMITED LIABILITY COMPANY:

\_\_\_\_\_  
 Name of Limited Liability Company

By \_\_\_\_\_  
 Its Authorized Representative

\_\_\_\_\_  
 Title of Authorized Representative

STATE OF COLORADO

Colorado COUNTY OF EL PASO Teller

The foregoing instrument was acknowledged before me this 23rd day of June, 2017, by  
 \* Daniel P. Nieman, as President and Secretary of G&D Enterprises, Corp.

**NANCY WEAVER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20054025824**  
**MY COMMISSION EXPIRES JUNE 17, 2020**

Witness my hand and official seal.

My commission expires: 6-17-2020

*Nancy Weaver*  
 Notary Public

248 \*If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as  
 249 Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith,  
 250 a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (§ 38-30-172, C.R.S.)

**EXHIBIT "A"**

*The property commonly known as  
Rocky Top Motel and Campground  
10090 West Highway 24  
Green Mountain Falls, CO 80818*

**Legal Description**

That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 13 South, Range 68 West of the 6th P.M., described as follows:

Beginning at a point on the Easterly right of way line of the U.S. Highway No. 24, whence the Southwest corner of the Northwest quarter of said Section 9 bears South 36 degrees 08 minutes West, 635 feet;  
thence South 55 degrees 22 minutes East on said Easterly right of way line, 605.3 feet;  
thence North 27 degrees 31 minutes East, 722 feet;  
thence North 55 degrees 08 minutes West, 513.8 feet;  
thence South 35 degrees 18 minutes West, 723 feet to the Point of Beginning,  
EXCEPT any portion contained within U.S. Highway 24,  
County of El Paso, State of Colorado;

**Together with:**

All the water rights awarded, decreed or permitted in District Court Water Division No. 2 Case No. 82 CW 5 respecting Well Motel X, Well #1 (0.031 c.f.s., or 14 g.p.m. Commercial-business; Drinking and Sanitary Facilities.) (Decree dated June 1, 1982).



**WARRANTY DEED**

THIS DEED, Made this 23rd day of June, 2017 between

**VCM Enterprises Inc., a Colorado Corporation**  
of the County of El Paso, State of Colorado, grantor and

**G&D Enterprises, Corp., a Colorado Corporation**

whose legal address is: PO Box 215, Green Mountain Falls, CO 80819  
of the County of El Paso, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **One Million Five Hundred Forty Thousand Dollars and No/100's (\$1,540,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee  
\$ 154.00

also known by street and number as 10090 West Highway 24 , Green Mountain Falls, CO 80819

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 grantor, 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 grantee, its heirs and assigns forever. And the grantor, for itself, its heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its heirs and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated January 4, 2017,, as amended, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

**SELLER:**

**VCM Enterprises, Inc. VCM Enterprises Inc.**

  
By: David Y. McQuigg, President

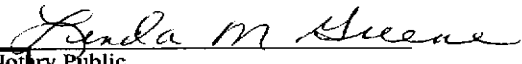
  
By: Cynthia L. McQuigg, Vice President

STATE OF COLORADO  
COUNTY OF Teller

}ss:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2017 by David Y. McQuigg as President and Cynthia L. McQuigg as Vice President of VCM Enterprises Inc..

Witness my hand and official seal.  
My Commission expires:

  
LINDA M. GREENE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034000734  
MY COMMISSION EXPIRES JANUARY 22, 2019

Notary Public

Send future tax notices to: G&D Enterprises, Corp., 212 Hybrook Rd. S, Unit 102, Divide, CO 80814



## **EXHIBIT "A"**

### **Legal Description:**

That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 13 South, Range 68 West of the 6th P.M., described as follows: Beginning at a point on the Easterly right of way line of the U.S. Highway No. 24, whence the Southwest corner of the Northwest quarter of said Section 9 bears South 36 degrees 08 minutes West, 635 feet; thence South 55 degrees 22 minutes East on said Easterly right of way line, 605.3 feet; thence North 27 degrees 31 minutes East, 722 feet; thence North 55 degrees 08 minutes West, 513.8 feet; thence South 35 degrees 18 minutes West, 723 feet to the Point of Beginning, EXCEPT any portion contained within U.S. Highway 24, County of El Paso, State of Colorado;

### **Together with:**

All the water rights awarded, decreed or permitted in District Court Water Division No. 2 Case No. 82 CW 5 respecting Well Motel X, Well #1 (0.031 c.f.s., or 14 g.p.m. Commercial-business; Drinking and Sanitary Facilities.) (Decree dated June 1, 1982).

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01339093

1985 DEC 27 AM 10:14 BOOK 5106 PAGE 1244

ARDIS W. SCHMITT  
El Paso County Clerk & RecorderASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT INTERNORTH, INC., a Delaware corporation, with its principal place of business at 2600 Dodge Street, Omaha, Nebraska (Grantor), for valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, quit claim, transfer and set over unto UTILICORP UNITED INC., a Missouri corporation, 10700 350 Highway, Kansas City, Missouri (Grantee), all of Grantor's right, title and interest in, to and under the easements described on Exhibit A, attached hereto and made a part hereof as though fully set forth, together with all instruments modifying, amending or releasing said easements either in whole or in part, situated in and about El Paso County, Colorado. This instrument shall cover and include, and Grantor grants to Grantee, all rights of Grantor operating as Peoples Natural Gas Company and its predecessors in interest in said county, in and to all pipeline easements, whether acquired by written instrument or prescription, licenses, permits and leases together with all other rights and interest in said county which are used or useful in connection with the construction, maintenance or operation of pipelines and appurtenances thereto, used in the course of the retail natural gas distribution business by Peoples Natural Gas Company.

InterNorth hereby agrees to provide to UtiliCorp such other transfer documents as may be required to grant, convey, assign and transfer to UtiliCorp such easement rights.

TO HAVE AND TO HOLD said pipeline easements unto the said Grantee forever. The right, title and interest herein assigned and the provisions hereof shall extend to and be binding upon the parties hereto, their respective successors and assigns.

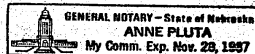
IN WITNESS WHEREOF, Grantor has executed this Assignment of Easements this 6th day of December, 1985.

INTERNORTH, INC., Grantor.

By: [Signature]  
Vice PresidentAttest: [Signature]  
Deputy Corporate Secretary

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on December 6, 1985, by James W. White, Vice President of InterNorth, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]  
Notary Public

My Commission expires: November 28, 1987

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BOOK 5106 PAGE 1215

El Paso County, Colorado

EXHIBIT A

PNG FILE NO.	GRANTOR	RECORDING DATA		DATE
		BOOK	PAGE	
1946	Colorado Interstate Gas Company	1962	552	06/20/63
1948	Colorado Interstate Gas Company	1962	550	06/20/63
2055	Cathedral Rock Enterprises, Inc.	1980	725	10/15/63
2055	Cathedral Rock Enterprises, Inc.	1980	726	10/15/63
2055	Hazel M. Riffe	1980	729	10/15/63
2055	Lillian Alice Moses	2051	987	01/07/65
2055	Carl L. and Ann C. Floyd	1773	474	10/20/59
2055	Board of Commissioners, El Paso County	1773	475	10/20/59
2055	Edward S. Zabriskie	1567	138	04/26/56
2055	Robert Christian	1567	136	04/26/56
2055	Richard Christian	1567	135	04/26/56
2055	John H. Sours	1980	677	10/15/63
2055	Quentin York	2158	994	12/13/66
2055	Lewis H. Hoyd	1980	760	10/15/63
2055	Daniel Kaly	1980	756	10/15/63
2055	Robert McFaun	1980	754	10/15/63
2055	William Humphrey	1980	758	10/15/63
2055	George Steinhauer	1980	752	10/15/63
2055	Frank W. and Queen Gravenor	1896	147	01/22/62
2055	Gordon H. Webb	1896	145	01/22/62
2055	Gordon H. Webb	1980	679	10/15/63
2055	Fred Walker	1980	728	10/15/63
2055	Bruce W. Solomon	1882	308	09/18/61
2055	Wilbur C. Thompson	1882	312	09/18/61
2055	Fred M. and Katherine J. Farrar	1882	320	09/18/61
2055	Ernest W. and Anna E. Belyea	1896	153	01/22/62
2055	John R. Burrows	1896	133	01/22/62

5/0469W/12  
12/02/85

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BOOK 5106 PAGE 1216

El Paso County, Colorado

EXHIBIT A

PNG FILE NO.	GRANTOR	RECORDING DATA			DATE
		BOOK	PAGE	DOCUMENT	
2055	John W. Sears	1896	141		01/22/62
2055	Verda M. Hanson	1896	143		01/22/62
2055	Effie G. Gilbert	1896	131		01/22/62
2055	Bessie Boss	1896	137		01/22/62
2055	L. O. Ford	1896	139		01/22/62
2055	Robert N. and Doris L. Wells	1980	749		10/15/63
2055	Cecil H. and Mary Sue Collicutt	1896	159		01/22/62
2055	John R. and Ruth B. Riker	1980	742		10/15/63
2055	Robert G. and Dorothy N. Myers	2178	741		05/03/67
2055	F. D. Kramer	1896	135		01/22/62
2055	Thomas M. and Carla A. Dines	1896	149		01/22/62
2055	Hilliard E. Miller	1896	129		01/22/62
2055	Norma L. Johnston, et al	2131	462		05/13/66
2055	Fountain Valley School of Colorado	1980	731		10/15/63
2055	John P. Janitell	2261	832		11/01/68
2055	Nick Pinell	1841	588		01/30/61
2055	Joe W. Sluder	1980	692		10/15/63
2055	Joe R. Pullara	1980	706		10/15/63
2055	Thomas H. Smith, Jr.	1980	700		10/15/63
2055	Edward R. and Minnie M. Bryant	1980	702		10/15/63
2055	Edward R. and Minnie M. Bryant	1840	644		01/23/61
2055	Martin Christian	2216	183		01/04/68
2055	John M. Langfield	2158	993		12/13/66
2055	Samuel Savage	1980	730		10/15/63
2055	John B. and Ladis J. Higby	1980	744		10/15/63
2055	Ladis Higby	1980	732		10/15/63
2055	Belle Ewton	1980	727		10/15/63

5/0469W/13  
12/02/85

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BOOK 5106 PAGE 1217

El Paso County, Colorado

EXHIBIT A

PNG FILE NO.	GRANTOR	RECORDING DATA			DATE
		BOOK	PAGE	DOCUMENT	
2055	Ervin Mayer	1980	696		10/15/63
2055	John H. and Lillian G. Plleman	1980	698		10/15/63
2055	Vincent R. and Allene M. Clark	1980	694		10/15/63
2055	Alfred S. Wahlborg	1980	740		10/15/63
2055	Higby Livestock Company	1980	739		10/15/63
2055	Al Rebello	1980	722		10/15/63
2055	Nettie E. King	1980	720		10/15/63
2055	Luke W. Boulton	1980	721		10/15/63
2055	Howard F. Barber	1980	723		10/15/63
2055	Don A. Schreder	1980	724		10/15/63
2055	Marvin Sherman	1980	719		10/15/63
2055	Doyle and Erma E. Thompson	1882	318		09/18/61
2055	Pearl M. and George A. Torgler	1882	321		09/18/61
2055	Margaret T. Whittier	1882	314		09/18/61
2055	Julius A. Dyberg	1980	733		10/15/63
2055	Omar Kaessner	1980	690		10/15/63
2055	Gardner and Eloise Edwards	1980	746		10/15/63
2055	Bruce J. Kyle, Rose M. Kyle	1980	748		10/15/63
2055	Donald W. Shearn	1980	745		10/15/63
2055	Waymon C. and Lela M. Batey	1980	751		10/15/63
2055	Maurice Hanson	1980	735		10/15/63
2055	J. L. Fredericksen	1980	736		10/15/63
2055	Orval Landers	1980	734		10/15/63
2055	Gloria T. Oliver	1980	688		10/15/63
2055	Ronald Lane Brown	1980	738		10/15/63
2055	J. L. Fredericksen	1980	737		10/15/63
2055	Clark B. Stephens	2131	461		05/13/66
2055	Rosemary Clark	1896	155		01/22/62

5/0469W/14  
12/02/85



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BOOK 5106 PAGE 1248

El Paso County, Colorado

EXHIBIT A

PNG FILE NO.	GRANTOR	RECORDING DATA		DATE
		BOOK	PAGE	
2055	Luther G. Case	1896	157	01/22/62
2055	R. E. Johnson	1773	476	10/20/59
2055	Harold H. Wilson	2206	143	10/24/67
2055	Norman W. Enfield	2206	144	10/24/67
2055	M. E. Gates	1980	747	10/15/63
2055	Leonard J. Wassam	2316	348	10/27/69
2055	Salvation Army	1882	298	09/18/61
2055	Eton Royse	1882	303	09/18/61
2055	Alfred S. Wahlborg	1980	741	10/15/63
2055	Woodmoor Corporation	2162	99	01/09/67
2055	Wesley E. Stenger	2158	995	12/13/66
2055	Higby Livestock Company	1882	316	09/18/61
2055	A. J. Mitula	1928	391	10/04/62
2055	Julius Behm	1928	390	10/04/62
2055	Lou W. Wood	1928	389	10/04/62
2055	Hal A. Brown	1980	714	10/15/63
2055	Hal A. Brown	1896	181	01/22/62
2055	Woodland Park Lions Club	1928	393	10/04/62
2055	Henry W. and Lula K. Brockhurst	1928	392	10/04/62
2055	Joseph T. and Louise M. McGrady	1980	717	10/15/63
2055	Joseph T. McGrady	1896	151	01/22/62
2055	G. G. Gayler	1896	169	01/22/62
2055	George A. Applequist	1935	896	11/27/62
2055	Roy V. and Laura B. Jones	1928	396	10/04/62
2055	George A. and Lois B. Henson	1928	395	10/04/62
2055	Roy L. and Glea Swischny	1928	394	10/04/62
2055	Herbert R. Harr	1994	291	01/14/64
2055	Elmer E. Brown	1994	283	01/14/64

5/0469W/15  
12/02/85

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BOOK 5106 PAGE 1249

El Paso County, Colorado

EXHIBIT A

PNG FILE NO.	GRANTOR	RECORDING DATA			DATE
		BOOK	PAGE	DOCUMENT	
2055	Elmer E. Brown	1994	285		01/14/64
2055	Chipita Ranch Company	1994	289		01/14/64
2055	Bert E. and Andrea M. Still	1980	704		10/15/63
2055	A. F. Wenger	1980	686		10/15/63
2055	Chipita Park Company	1994	281		01/14/64
2055	Eugene R. Verbeck	1980	681		10/15/63
2055	Sally Waters	1928	400		10/04/62
2055	Alfred H. Dwyer	1928	399		10/04/62
2055	Alfred H. Dwyer	1928	398		10/04/62
2055	Wilber E. and Doris L. Swinden	1980	711		10/15/63
2055	Harry D. and Eleanor M. Pole	1980	708		10/15/63
2055	Clark and Esther Hagan	1935	883		11/27/62
2055	Elmer H. Tesker	1935	886		11/27/62
2055	Lina H. Batman	1935	892		11/27/62
2055	G. W. and Jennie M. Wyatt	1928	401		10/04/62
2055	G. K. and Ellen I. Clark	1896	184		01/22/62
2055	G. K. and Ellen I. Clark	1896	187		01/22/62
2055	Anne Cusack Johnson	1896	163		01/22/62
2055	Sherman Rerick	1896	175		01/22/62
2055	Carrie I. Caylor	1896	178		01/22/62
2055	Donald Hightower	1980	743		10/15/63
2055	Sigurd Aqa	1567	137		04/26/56
2055	7-Eleven Food Stores	2337	388		03/30/70
2055	Cer-Don Company	2205	630		10/20/67
2055	Scurr-Messenger	2238	830		06/17/68
2055	Kent A. Kirkevold	5042	532		08/01/85
2055	Warren Cuthbert	Rec. No.	274699		11/04/76
2055	John Hotson	1896	172		01/22/62

5/0469W/16  
12/02/85



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BOOK 5106 PAGE 1250

El Paso County, Colorado

EXHIBIT A

<u>PNG</u> <u>FILE NO.</u>	<u>GRANTOR</u>	<u>BOOK</u>	<u>PAGE</u>	<u>RECORDING DATA</u> <u>DOCUMENT</u>	<u>DATE</u>
2055	Donald Shelstad	3177	759		05/21/79
2055	James E. Higby	2401	841		04/12/71
2064	Colorado Interstate Gas Co.	5099	801	1332684	10/09/85
2055	Colorado Interstate Gas Co.	5099	797	1332682	10/09/85
2055	City of Colorado Springs, Colorado	5099	799	1332683	10/09/85
3156	David M. Bishop and Jack Kennedy, Sr.	5087	622	1321579	11/12/85

5/0469W/17  
12/02/85

Received at 9:07 a'clock P.M. MAR 24 1970  
Reception No. 20819 HARRIET BEALS

BOOK 2336 PAGE 636

CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, That PLATEAU NATURAL GAS COMPANY, a Colorado corporation, of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable consideration, in hand paid, hereby sells, assigns and conveys to NORTHERN NATURAL GAS COMPANY, a Delaware corporation, of the County of Douglas, and State of Nebraska, operating as Peoples Natural Gas Division, all of the easements and rights-of-way described in Exhibit "A" attached hereto and made a part hereof, all of such easements and rights-of-way being located in El Paso County, Colorado.

SIGNED and delivered this 27th day of February, 1970.



PLATEAU NATURAL GAS COMPANY

By W. Bruce Fullerton  
President

Hassel M. Sanders  
Secretary

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me this 27th day of February, 1970, by W. BRUCE FULLERTON, as President, and HASSEL M. SANDERS, as Secretary, of PLATEAU NATURAL GAS COMPANY, a corporation, for and on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires: November 3, 1975



Jeanne D. Smith  
Notary Public

## EXHIBIT "A"

(Attached to and forming a part of Conveyance of Easements  
in El Paso County, Colorado, by  
Plateau Natural Gas Company, said Conveyance being dated  
February 27, 1970)

## Description of Easements Conveyed

Date of Execution	Grantor	Grantee	Recording Data		
			Book	Page	Date
11-27-62	Cathedral Rock Enterprises, Inc., John B. Wogan, Jr.	Plateau Natural Gas Co.	1980	725	10-15-63
11-27-62	Cathedral Rock Enterprises, Inc., John Wogan, Jr.	Plateau Natural Gas Co.	1980	726	10-15-63
11-19-62	Hazel M. Riffe	Plateau Natural Gas Co.	1980	729	10-15-63
	Donal & Dorothy Hightower	Plateau Natural Gas Co.	1980	743	10-15-63
1- 4-65	Lillian Alice Moses	Plateau Natural Gas Co.	2051	987	1- 7-65
4-19-58	Carl L. & Ann C. Floyd	Plateau Natural Gas Co.	1773	474	10-20-59
4-19-58	Carl L. & Ann C. Floyd	Plateau Natural Gas Co.	1773	474	10-20-59
9-16-57	Keith D. McBurney	Plateau Natural Gas Co.	1773	475	10-20-59
9-16-57	Keith D. McBurney	Plateau Natural Gas Co.	1773	475	10-20-59
9-16-57	Keith D. McBurney	Plateau Natural Gas Co.	1773	475	10-20-59
3-23-56	Daniel McDaniel, Daniel McDaniel, Sigurd Aga, Corrine M. Aga	Midwest Natural Gas Co.	1567	138	4-26-56
12-16-53	Arnold Wells, Robert Christian	Midwest Natural Gas Co.	1567	136	4-26-56
11-13-53	Arnold Wells, Richard Christian	Midwest Natural Gas Co.	1567	135	4-26-56
2- 5-63	John H. Sours	Plateau Natural Gas Co.	1980	677	10-15-63
11- 2-66	Quentin York	Plateau Natural Gas Co.	2158	994	12-13-66
3- 7-63	Lewis H. Hoyd	Plateau Natural Gas Co.	1980	760	10-15-63
3- 6-63	Daniel Kaly	Plateau Natural Gas Co.	1980	756	10-15-63
2-27-63	Robert McFaun	Plateau Natural Gas Co.	1980	754	10-15-63
3- 7-63	Wm. Humphrey	Plateau Natural Gas Co.	1980	758	10-15-63
2-28-63	Ron Penbram	Plateau Natural Gas Co.	1980	752	10-15-63
	Frank W. & Queen Gravenor	Plateau Natural Gas Co.	1896	147	1-22-62
	Gordon H. Webb	Plateau Natural Gas Co.	1896	145	1-22-62
	Gordon H. Webb	Plateau Natural Gas Co.	1980	679	10-15-63
11-18-62	Fred Walker	Plateau Natural Gas Co.	1980	728	10-15-63
5- 2-61	Bruce W. Solomon	Plateau Natural Gas Co.	1882	308	9-18-61
5-10-61	Wilbur C. Thompson, Dorothy Thompson	Plateau Natural Gas Co.	1882	312	9-18-61

Date of Execution	Grantor	Grantee	Recording Data		
			Book	Page	Date
4-28-61	Fred M. & Katherine J. Farrar	Plateau Natural Gas Co.	1882	320	9-18-61
10-23-61	Ernest W. & Anna E. Belveal	Plateau Natural Gas Co.	1896	153	1-22-62
9- 2-61	John R. Burrow	Plateau Natural Gas Co.	1896	133	1-22-62
9- 2-61	John W. Sears	Plateau Natural Gas Co.	1896	141	1-22-62
9-29-61	Verda M. Hanson	Plateau Natural Gas Co.	1896	143	1-22-62
10-23-61	Effie G. Gilbert	Plateau Natural Gas Co.	1896	131	1-22-62
9-14-61	Bessie Boss	Plateau Natural Gas Co.	1896	137	1-22-62
9-26-61	L. O. Ford	Plateau Natural Gas Co.	1896	139	1-22-62
9-13-63	Robert N. & Doris L. Wells	Plateau Natural Gas Co.	1980	749	10-15-63
10-23-61	Cecil H. & Mary Sue Collicutt	Plateau Natural Gas Co.	1896	159	1-22-62
	John R. & Ruth B. Riker	Plateau Natural Gas Co.	1980	742	10-15-63
4-25-67	Robert G. & Dorothy H. Myers	Plateau Natural Gas Co.	2178	741	5- 3-67
10- 4-61	F. D. Kramer	Plateau Natural Gas Co.	1896	135	1-22-62
9-15-61	Thomas M. & Carla A. Dines	Plateau Natural Gas Co.	1896	149	1-22-62
8-16-61	Lewis E. Wifer	Plateau Natural Gas Co.	1896	129	1-22-62
4-23-66	Norma L. Johnston, Byron Johnston Lois B. & Hubert N. Webb, Ruth G. & Tommy Keese	Plateau Natural Gas Co.	2131	462	5-13-66
9-27-62	Fountain Valley School of Colo. by H. Charles Stone, Pres.	Plateau Natural Gas Co.	1980	731	10-15-63
9-20-68	John P. Janitell	Plateau Natural Gas Co.	2261	832	11- 1-68
1-30-61	Nick Pinell, Richard Pinell, Lee Pinell	Plateau Natural Gas Co.	1980	750	10-15-63
4-18-62	Joe W. Sluder	Plateau Natural Gas Co.	1980	692	10-15-63
2- 4-63	Joe R. Crusena & Samuel Pullara	Plateau Natural Gas Co.	1980	706	10-15-63
2- 5-63	Thomas H. Smith, Jr., Opal Smith	Plateau Natural Gas Co.	1980	700	10-15-63
1- 4-61	Edward R. & Minnie M. Bryant	Plateau Natural Gas Co.	1980	702	10-15-63
1- 4-61	Edward R. & Minnie M. Bryant	Plateau Natural Gas Co.	1840	644	1-23-61
3- 9-67	Martin Christian	Plateau Natural Gas Co.	2216	183	1- 4-68
11- 9-66	John M. Langfield, Lew Wade, John Bryant	Plateau Natural Gas Co.	2158	993	12-13-66
11-19-62	Samuel Savage	Plateau Natural Gas Co.	1980	730	10-15-63
9-16-63	John B. & Ladis J. Higby	Plateau Natural Gas Co.	1980	744	10-15-63
9-16-63	Ladis Higby	Plateau Natural Gas Co.	1980	732	10-15-63
11-19-62	Belle Ewton	Plateau Natural Gas Co.	1980	727	10-15-63
11-19-62	Ervin Mayer & Muriel Mayer	Plateau Natural Gas Co.	1980	696	10-15-63
	John H. & Lillian G. Pileman	Plateau Natural Gas Co.	1980	698	10-15-63

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			Book	Page	Date
11-19-62	Vincent R. & Allene M. Clark	Plateau Natural Gas Co.	1980	694	10-15-63
10- 3-63	Alfred S. Wahlborg	Plateau Natural Gas Co.	1980	740	10-15-63
10- 7-63	H. W. Higby, Higby Livestock Co.	Plateau Natural Gas Co.	1980	739	10-15-63
5- 2-62	Al Rebello	Plateau Natural Gas Co.	1980	722	10-15-63
5-30-62	Nettie E. King	Plateau Natural Gas Co.	1980	720	10-15-63
5- 3-62	Luke W. Bouldon	Plateau Natural Gas Co.	1980	721	10-15-63
	Howard F. Barber	Plateau Natural Gas Co.	1980	723	10-15-63
5- 6-62	Don A. Schreder	Plateau Natural Gas Co.	1980	724	10-15-63
	Marvin Sherman	Plateau Natural Gas Co.	1980	719	10-15-63
5- 2-61	Doyle & Erma E. Thompson	Plateau Natural Gas Co.	1882	318	9-18-61
5-10-61	Pearl M. & George A. Torgler	Plateau Natural Gas Co.	1882	321	9-18-61
4-29-61	Margaret T. Whittier	Plateau Natural Gas Co.	1882	314	9-18-61
7-11-63	Julius A. Dyberg	Plateau Natural Gas Co.	1980	733	10-15-63
7- 1-63	Omar Kaessner	Plateau Natural Gas Co.	1980	690	10-15-63
7- 7-63	Gardner & Eloise Edwards	Plateau Natural Gas Co.	1980	746	10-15-63
7- 3-63	Bruce J. Kyle, Rose M. Kyle	Plateau Natural Gas Co.	1980	748	10-15-63
7-16-63	Donald W. Shearn, Jr., Mariann Shearn	Plateau Natural Gas Co.	1980	745	10-15-63
7-11-63	Waymon C., Lela M. Batey, Max R. Dull, Bess L. Dull	Plateau Natural Gas Co.	1980	751	10-15-63
8- 7-63	Maurice Hanson	Plateau Natural Gas Co.	1980	735	10-15-63
8-23-63	J. L. Fredericksen	Plateau Natural Gas Co.	1980	736	10-15-63
7-15-63	Orval Landers	Plateau Natural Gas Co.	1980	734	10-15-63
8- 5-63	Gloria T. Oliver	Plateau Natural Gas Co.	1980	688	10-15-63
7-16-63	Ronald Lane Brown	Plateau Natural Gas Co.	1980	738	10-15-63
8-23-63	J. L. Fredericksen	Plateau Natural Gas Co.	1980	737	10-15-63
4-15-66	Clark B. Stephens, LaVerne Stephenson	Plateau Natural Gas Co.	2131	461	5-13-66
10-23-61	Rosemary Clark, Laurence R. Clark	Plateau Natural Gas Co.	1896	155	1-22-62
10-28-61	Luther G. Case, Marie T. Case	Plateau Natural Gas Co.	1896	157	1-22-62
12- 3-58	R. E. Johnson	Plateau Natural Gas Co.	1773	476	10-20-59
3- 4-64	Harold H. Wilson	Plateau Natural Gas Co.	2206	143	10-24-67
3-10-64	Norman W. Enfield	Plateau Natural Gas Co.	2206	144	10-24-67
7- 2-63	M. E. Gates, Anna Mae Gates	Plateau Natural Gas Co.	1980	747	10-15-63
	Leonard J. Wassam, Mabel K. Wassam	Plateau Natural Gas Co.	2316	348	10-27-69



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			Book	Page	Date
7-19-61	Charles Dodd, Norman Winterbottom	Plateau Natural Gas Co.	1882	298	9-18-61
5-31-61	Eston Royse, Lena Royse	Plateau Natural Gas Co.	1882	303	9-18-61
10- 3-63	Alfred S. Wahlborg	Plateau Natural Gas Co.	1980	741	10-15-63
11- 66	Steven W. Arnold, Woodmoor Corp.	Plateau Natural Gas Co.	2162	99	1- 9-67
11- 9-66	Wesley E. Stenger, Phyllis E. Stenger	Plateau Natural Gas Co.	2158	995	12-13-66
5-10-61	W. E. Higby	Plateau Natural Gas Co.	1882	316	9-18-61
8-24-62	A. J. Mitula	Plateau Natural Gas Co.	1928	391	10- 4-62
8-28-62	Julius Behm, Eleanor Behm	Plateau Natural Gas Co.	1928	390	10- 4-62
8-27-62	Lou W. Wood	Plateau Natural Gas Co.	1928	389	10- 4-62
11-15-61	Hal A. Brown, George F. Morrow	Plateau Natural Gas Co.	1980	714	10-15-63
11-15-61	Hal A. Brown, George F. Morrow	Plateau Natural Gas Co.	1896	181	1-22-62
11- 6-61	Robert E. Allard, Jean McGuire Allard, Joan McGuire John, Richard L. John	Plateau Natural Gas Co.	1896	161	1-22-62
8-29-62	George Roth, L. Johnson	Plateau Natural Gas Co.	1928	393	10- 4-62
8-15-62	Henry W. & Lula K. Brockhurst	Plateau Natural Gas Co.	1928	392	10- 4-62
	Joseph T. & Louise M. McGrady	Plateau Natural Gas Co.	1980	717	10-15-63
11-22-61	Joseph T. McGrady, Louise M. McGrady	Plateau Natural Gas Co.	1896	151	1-22-62
10-31-61	G. G. Gayler	Plateau Natural Gas Co.	1896	169	1-22-62
9- 8-62	George A. Applequist	Plateau Natural Gas Co.	1928	397	10- 4-62
8-22-62	Roy V. & Laura B. Jones	Plateau Natural Gas Co.	1928	397	10- 4-62
9-28-62	George A. & Lois B. Henson	Plateau Natural Gas Co.	1928	395	10- 4-62
8-21-62	Roy L. & Glea Swischny	Plateau Natural Gas Co.	1928	394	10- 4-62
11-15-63	Herbert R. Harr, Anne G. Harr	Plateau Natural Gas Co.	1994	291	1-14-64
9-12-63	Elmer E. Brown	Plateau Natural Gas Co.	1994	283	1-14-64
	Elmer E. Brown	Plateau Natural Gas Co.	1994	285	1-14-64
11-15-63	Chipita Ranch Co., J. W. Higinbotham	Plateau Natural Gas Co.	1994	289	1-14-64
9-20-63	Bert E. & Andrea M. Still	Plateau Natural Gas Co.	1980	704	10-15-63
9-20-63	A. F. Wenger	Plateau Natural Gas Co.	1980	683	10-15-63
9-12-63	Chipita Park Co. by Conrad L. Wilson	Plateau Natural Gas Co.	1994	281	1-14-64
12- 4-62	Eugene R. Verbeck	Plateau Natural Gas Co.	1980	681	10-15-63
8-23-62	Sally Waters	Plateau Natural Gas Co.	1928	400	10- 4-62
8-30-62	Alfred H. Dwyer	Plateau Natural Gas Co.	1928	399	10- 4-62
9-14-62	Alfred H. Dwyer, Jean Dwyer	Plateau Natural Gas Co.	1928	398	10- 4-62

Date of Execution	Grantor	Grantee	Recording Data		
			Book	Page	Date
10- 3-62	Wilbur E., Doris I. Swinden	Plateau Natural Gas Co.	1980	711	10-15-63
10- 1-62	Harry D. & Eleanor M. Pole	Plateau Natural Gas Co.	1980	708	10-15-63
8-30-62	Clark & Esther Hagan	Plateau Natural Gas Co.	1928	404	10- 4-62
8-30-62	Elmer H. Tesker, Irana Tesker	Plateau Natural Gas Co.	1928	403	10- 4-62
8-30-62	Lina H. Batman	Plateau Natural Gas Co.	1928	402	10- 4-62
8-30-62	G. W. & Jennie M. Wyatt	Plateau Natural Gas Co.	1928	401	10- 4-62
10-30-61	G. K. & Ellen I. Clark	Plateau Natural Gas Co.	1896	184	1-22-62
10-30-61	G. K. & Ellen I. Clark	Plateau Natural Gas Co.	1896	187	1-22-62
11- 8-61	Anne Casack Johnson	Plateau Natural Gas Co.	1896	163	1-22-62
11- 5-61	Sherman Reruk & Doris Reruk	Plateau Natural Gas Co.	1896	175	1-22-62
11-17-61	Carrie I. Caylor	Plateau Natural Gas Co.	1896	178	1-22-62