

Check Oil and Gas  
Mineral Rights.

**Empire Title of Colorado Springs, LLC**  
**5555 Tech Center Drive, Suite 110**  
**Colorado Springs, CO 80919**  
Phone: **719-884-5300**  
Fax: **719-884-5304**

### **Transmittal Information**

Date: 10/31/2019  
File No: 67340ECS  
Property Address: 3250 Slocum Road, Peyton, CO 80831  
Buyer\Borrower:  
Seller: Skeeter, LLC, a Colorado limited liability company

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For changes and updates please contact your Title officer:

**Laura Florek**  
**Empire Title of Colorado Springs, LLC**  
**c/o ET Production Services, LLC**  
Phone: **719-520-0191**  
Fax: **719-955-7077**  
E-mail: **lflorek@etinv.com**

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**Customer:**  
**Brian Holloway**

**Phone: Fax:**  
**Attn: Brian Holloway**  
**DELIVERED VIA: E-MAIL**

**Buyer:**

**Seller:**  
**Skeeter, LLC, a Colorado limited liability company**  
**121 South Tejon Street Suite 900**  
**Colorado Springs, CO 80903**  
**DELIVERED VIA: E-MAIL**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**

**Phone: Fax:**  
**Attn:**

**Thank you for using Empire Title of Colorado Springs, LLC.**



# Unified

TITLE COMPANY

5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919  
Phone: 719-884-5300 Fax: 719-884-5304

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

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

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

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

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

**No. 3: The estate or interest in the land...:** This shows the type of ownership that is going to be insured.

**No. 4: The Title is, at the Commitment Date...:** This shows the name(s) of the current owner(s).

**No. 5: The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

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

### SCHEDULE B-SECTION 2:

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



ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE 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 EXTRACONTRACTUAL 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Empire Title of Colorado Springs, LLC

5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300



By: [Signature]
President
Attest: [Signature]
Secretary

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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## 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed 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.
- (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.

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**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.
- (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>.

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## **CONDITIONS AND STIPULATIONS**

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

## **STANDARD EXCEPTIONS**

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

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

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

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

1. Effective Date: **October 19, 2019, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy  
Proposed Insured:  
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:

<i>To Be Determin. Search Fee End</i>	\$	<b>250.00</b>
Total:	\$	<b>250.00</b>

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:  
**Skeeter, LLC, a Colorado limited liability company**

5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **3250 Slocum Road, Peyton, CO 80831**

Countersigned  
Empire Title of Colorado Springs, LLC

By:   
\_\_\_\_\_  
**Laura Florek**

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**EXHIBIT "A"**

**Parcel A:**

**The South half of the South half of the North half of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of th 6th Principal Meridian, County of El Paso, State of Colorado.**

**Parcel B:**

**The North half of the South half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of the 6th Principal Meridian, County of El Paso, State of Colorado.**

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## COMMITMENT FOR TITLE INSURANCE

Issued by

*Westcor Land Title Insurance Company*

### SCHEDULE B, PART I Requirements

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

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.

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

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**SCHEDULE B, PART II**  
**Exceptions**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded September 15, 1970 at [Reception No. in Book 2364 at Page 813](#).
10. Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road [Book A at Page 78](#), which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.

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11. Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in instrument recorded June 19, 1978 in [Book 3050 at Page 979](#).
12. Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in instrument recorded August 9, 1983 in [Book 3765 at Page 773](#).
13. Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in instrument recorded August 9, 1983 in [Book 3765 at Page 843](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Deed recorded December 2, 2008 at [Reception No. 208127741](#).
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Oil and Gas Lease, recorded May 6, 2011 at [Reception No. 211045337](#) Assignment recorded February 26, 2013 at [Reception No. 213025377](#).
16. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc., as described in instrument recorded July 17, 2012 at [Reception No. 212080641](#).
17. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc., as described in instrument recorded June 21, 201 at [Reception No. 217072481](#).
18. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc., as described in instrument recorded October 17, 2018 at [Reception No. 218121212](#).
19. Terms, agreements, provisions, conditions and obligations as contained in Revocation for Agriculture Structure Exemption recorded November 6, 2018 at [Reception No. 218129183](#).
20. Disposition of Lis Pendens, pursuant to C.R.S. 38-35-110 and Colorado Rule of Civil Procedure 105(f), by Court determination, disclaimer by all parties, final judgment or certificate of dismissal issued by the Clerk of the Court in Civil Action No. 2018CV030776 in the District Court of the County of El Paso, entitled Wells Fargo Bank, a Co-Personal Representative of the Estate if Inez S. Cardinale vs. Brian J. Holloway, Linda Crowe, Skeeler, LLC, and expiration of any appeal period. Notice of Lis Pendens recorded April 2, 2018 at [Reception No. 218036810](#).
21. Deed of Trust from Skeeter, LLC, a Colorado limited liability company to the Public Trustee of El Paso County, Colorado for the use of Wells Fargo Bank, a Co-Personal Representative of the Estate if Inez S. Cardinale Administrative Trust to secure \$425,000.00, dated March 12, 2019 and recorded March 15, 2019 at [Reception No. 219026004](#).
22. Statement on Tax Information Sheet indicates that subject property is in Tax Sale.

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FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded March 21, 2017 as [Reception No. 217032419](#).

Deed recorded February 8, 2018 as [Reception No. 218014923](#).

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

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## Empire Title of Colorado Springs, LLC

### Disclosures

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

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

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

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

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

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

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

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

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

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

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

## Joint Notice of Privacy Policy

of

**Westcor Land Title Insurance Company**

and

**Empire Title of Colorado Springs, LLC**

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

### **Who is Covered**

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

### **Information Collected**

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

### **Access to Information**

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

### **Information Sharing**

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

### **Information Security**

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

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



ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE 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 EXTRACONTRACTUAL 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Empire Title of Colorado Springs, LLC

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300



By: [Signature]
President
Attest: [Signature]
Secretary

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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## 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed 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.
- (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.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.*

**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.
- (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>>.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.*



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919  
Phone: 719-884-5300 Fax: 719-884-5304

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## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

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

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

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

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

**No. 3: The estate or interest in the land...:** This shows the type of ownership that is going to be insured.

**No. 4: The Title is, at the Commitment Date...:** This shows the name(s) of the current owner(s).

**No. 5: The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

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

### SCHEDULE B-SECTION 2:

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

## **CONDITIONS AND STIPULATIONS**

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

## **STANDARD EXCEPTIONS**

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

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

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

## **Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Empire Title of Colorado Springs, LLC**

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

### **Who is Covered**

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

### **Information Collected**

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

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

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### **Information Security**

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

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

## Empire Title of Colorado Springs, LLC

### Disclosures

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

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

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

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

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

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

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

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

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

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

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

400

# The United States of America,

To all to whom these Presents shall come, Greeting:

Know all men by these presents, That has been approved in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, which is approved that, pursuant to the act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the act supplemental thereto, the land of Asa Gurl

has been allotted and they are granted, in conformity to law, for the South half of the North East quarter and the North half of the South East quarter of Section thirty five in Township thirteen South of Range thirty four 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 Asa Gurl

the tract of Land above described. To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Asa Gurl and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and canals 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 mine 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, and there is reservation from the lands hereby granted a right of way therefor for ditches or canals constructed by the authority of the United States.

In testimony whereof, I, Ulysses S. Grant, 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 first day of August, in the year of our Lord one thousand eight hundred and seventy, and of the Independence of the United States the one hundred and thirty year.

In the President

By A. M. McKean Secretary  
C. H. Brush Recorder of the General Land Office

LR

SEP 14 1870

Harriet Beals  
County Clerk

753143 HARRIET BEALS

SEP 15 1897

2364 PAGE 813

State of Colorado

Handwritten text, likely a deed or legal document, covering the majority of the page. The text is dense and appears to be a formal record of land ownership or transfer.

Certified to be a true and exact copy of the original record on file in the Colo. Land Office, Denver, Colo. 80202

Handwritten signature or official stamp at the bottom of the page.

Transcript from: Road Book A Page 78  
Road Order Dated October 3, 1887  
Recorded 3:00 p.m. October 3, 1887

Board of County Commissioners

To

El Paso County, Colorado

State of Colorado }  
County of El Paso } ss.

At a regular meeting of the Board of County Commissioners for El Paso County, Colorado, held at the County Clerk's Office in Colorado Springs on Monday, October 3, 1887, there were present J. C. Woodbury, Chairman, L.C. Skinner; David McShane, commissioners; E.J. Eaton, Clerk; when the following proceedings, among others, were held and done, to-wit:

In accordance with the provisions of an Act passed by the General Assembly of the State of Colorado, Session 1885, entitled "An Act to Amend Section IV of Chapter XCV of the General Statutes of the State of Colorado, entitled 'Roads and Highways'", it was ordered by the Board that all Section lines, Township lines and Range lines on the public domain East of the Range line dividing Ranges 65 W. and 66 W., be and the same are hereby declared Public Highways of the width of 60 feet, being 30 feet on each side of said Section lines, Township lines or Range lines, as the case may be, the same being in El Paso County, Colorado.

J. C. Woodbury, Chairman

Dated: October 3rd, 1887  
Attest: E.J. Eaton, County Clerk  
(official seal)





01011014

1983 AUG -9 AM 10:49

BOOK 3765 PAGE 7.3

# GRANT OF RIGHT OF WAY

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder



KNOW ALL MEN BY THESE PRESENTS, That Keith & Colleen Kummerfeldt  
6060 South Moor Dr. Colo Spgs, Colo

of the County of EL PASO, and State of Colorado, hereinafter called the "Grantor" in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the El Paso County Telephone Company, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Rural Route 2, Colorado Springs, Colorado, and to its successors or assigns, hereinafter called the "Grantee", the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission of electrical energy and for telephone purposes, including the necessary steel and wood pole towers, poles, wires, guys, stubs, underground cable, and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, under, upon and along a strip of land twenty feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, to-wit:

3 1/2 5 1/2 N 1/2 NE 1/4 Sec 35 Township 13 South  
Range 64 W of 6th PM

SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ SOUTH RANGE \_\_\_\_\_ WEST

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantor's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said telephone line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

WITNESS the hand and seal of the Grantor this 17 day of April, A.D. 1978.

X Keith Kummerfeldt (SEAL)  
X Colleen Kummerfeldt (SEAL)

STATE OF COLORADO }  
COUNTY OF El Paso } SS

The within instrument was acknowledged before me this 17th day of April, 19 78 by  
Donald L Adams

My Commission Expires: \_\_\_\_\_

WITNESS my hand and official seal

Donald L Adams  
NOTARY PUBLIC.

*Handwritten signature/initials*

01011080  
**GRANT OF RIGHT OF WAY**

1983 AUG -9 AM 11: 11

BOOK 3765 PAGE 843

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder



KNOW ALL MEN BY THESE PRESENTS, That Michael M. Force  
MARIA L. FORCE

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the El Paso County Telephone Company, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Rural Route 2, Colorado Springs, Colorado, and to its successors or assigns, hereinafter called the "Grantee", the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission of electrical energy and for telephone purposes, including the necessary steel and wood pole towers, poles, wires, guys, stubs, underground cable, and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, under, upon and along a strip of land twenty feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, to-wit:

S<sup>2</sup> N<sup>2</sup> NE<sup>4</sup> NE<sup>4</sup>

SECTION 35 TOWNSHIP 13 SOUTH RANGE 64 WEST

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said telephone line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

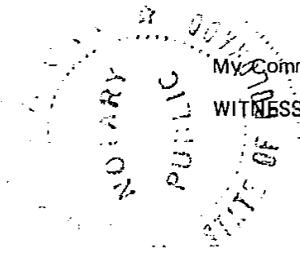
The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

WITNESS the hand and seal of the Grantor this 29 day of March, A.D. 19 78.

Michael M. Force (SEAL)  
Maria Force (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF COLORADO }  
COUNTY OF El Paso } SS

The within instrument was acknowledged before me this 29<sup>th</sup> day of March, 19 78 by Michael M. Force and Maria Force



My Commission Expires: Dec. 23, 1980  
WITNESS my hand and official seal:

Ardis W. Schmitt  
NOTARY PUBLIC



1720 Jet Stream Drive, Ste 105  
Colorado Springs, CO 80921  
Telephone: 719-488-9777  
Facsimile: 719-488-9780  
[www.unifiedtitle.com](http://www.unifiedtitle.com)

## UNIFIED TITLE COMPANY

~ WIRING INSTRUCTIONS ~

### **WARNING!!**

These are the **only** wiring instructions you will receive with regard to your transaction closing at Unified Title.

Please **immediately call** your Realtor **AND** your Escrow Officer if you receive any notifications indicating wire instructions have changed.

*Wire fraud is a growing crime that is directly impacting innocent people in their home buying process.*

---

#### **WELLS FARGO BANK, N.A.**

90 South Cascade Avenue  
Colorado Springs, CO 80903

Account Number: **3342749136**  
Account Name: **Unified Title Company, LLC**  
ABA (Routing) Number: **121000248**

#### **PLEASE REFERENCE**

**File Number: 56374UTC**  
**Property Address: 1715 Sandy Shore Lane**  
**Monument, CO 80132**  
**Buyer / Borrower: Stephen Kittle and Grace Kittle**

#### **IMPORTANT NOTICES**

1. ACH TRANSFERS – Unified Title Company does not accept Automated Clearing House (“ACH”) transfers.
2. CYBER FRAUD – If you receive e-mail or any other communication that appears to be generated by Unified Title Company or anyone involved in your transaction that contains new, revised or altered bank wire instructions, consider it suspect and contact your escrow officer immediately.

**Canon City**  
120 North 9<sup>th</sup> Street, Suite A  
Canon City, CO 81212  
Telephone (719) 275-2435

**Colorado Springs – Broadmoor**  
2630 Tenderfoot Hills Street, Suite 200  
Colorado Springs, CO 80906  
Telephone (719) 576-4411

**Colorado Springs – Downtown**  
101 South Sahwach Street, Suite 212  
Colorado Springs, CO 80903  
Telephone (719) 578-5900

**Colorado Springs – Jet Stream**  
1720 Jet Stream Drive, Suite 105  
Colorado Springs, CO 80921  
Telephone (719) 488-9777

**Denver**  
1900 Wazee Street, Suite 150  
Denver, CO 80202  
Telephone (720) 449-7510

**Woodland Park**  
18401 East Highway 24, Suite 114  
Woodland Park, CO 80863  
Telephone (719) 687-2178

**SPECIAL WARRANTY DEED**

Deutsche Bank National Trust Company as Trustee for Morgan Stanley ABS Capital 1 Inc. Trust 2006-HE8, Mortgage Pass-Through Certificates, Series 2006-HE8 having an address at c/o Countrywide Home Loans, Inc., 4500 Park Granada, Calabasas, California 91302 ("Grantor"), for and in consideration of the sum of Three Hundred Two Thousand and 00/100 (\$302,000.00), and other good and valuable consideration in hand paid to Grantor herein by Randolph W. Waldman, as Sole, having an address of 3250 Slocum Road, Peyton, Colorado 80831, ("Grantee (s)") receipt of which is hereby acknowledged and confessed; has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee(s) all of the following real property ("Property"), described as follows:

**Parcel A:**

The South half of the South half of the North half of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of the 6th principal Meridian, County of El Paso, State of Colorado

**Parcel B:**

The North half of the South half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of the 6th principal Meridian, County of El Paso, State of Colorado

which has a street address of: 3250 Slocum Road, Peyton, Colorado 80831.

**THIS CONVEYANCE IS MADE BY THE GRANTOR SUBJECT TO THE FOLLOWING EXCEPTIONS:**

- (a) Discrepancies, conflict in boundary lines shortage in area and encroachments which would be disclosed through a correct and proper survey or physical inspection of the Property.
- (b) Any and all covenants, conditions, easements, reservations, rights of way and restrictions affecting the Property as evidenced by instruments filed in the public records of the county wherein the Property is located.
- (c) Any water rights, claims or title to water, in, on or under the land, or ditches or ditch rights, water share, water stock, whether shown by public record or otherwise.
- (d) Any interest in oil, coal and other minerals or mineral rights, whether express or implied, associated with, or incidental to the ownership of the Property, or the exercise of rights under any oil, gas, coal or mineral reservation, grant or lease and all rights, privileges and easements with respect thereto, or assignments thereof, or interest therein, and;
- (e) Real Property Taxes, general assessments and special assessments on the Property being conveyed hereby, becoming due and payable after the date of this Deed.

GRANTEE(S) by acceptance of the Deed acknowledge(s) that Grantor acquired title to the Property through foreclosure, deed in lieu of foreclosure of other means of enforcement or a lien in favor of the Grantor and/or assigns. Grantor while in title, has not been in actual physical possession of the Property, and therefore, the Property is being sold to Grantee(s), and Grantee(s), by acceptance of this Deed accepts the Property "AS IS", "WHERE IS", without any recourse to Grantor, and with no representations or warranties of any kind or nature being made by Grantor as to the condition, fitness or status of the Property, except as to the special warranties of title as specifically set forth herein.

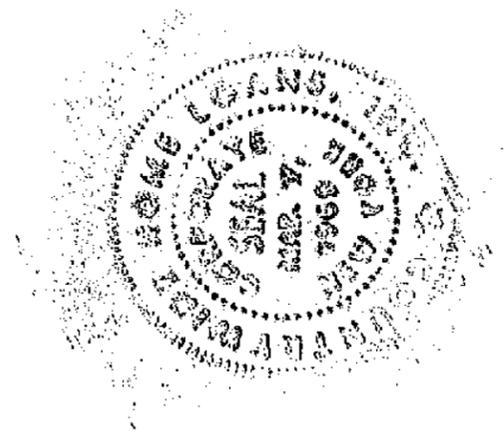
State Documentary Fee
Date
\$ 30.20

TO HAVE AND TO HOLD the herein described Property, together with all in singular the rights appurtenances thereto belongings unto the said Grantee(s), Grantee(s)' heir, legal representatives, successors and assigns forever. Grantor does hereby bind itself and its successors and assigns to WARRANTY AND FOREVER DEFEND the Property described herein, unto the said Grantee(s) and Grantee(s)' heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming the same or any part thereof, by, through or under Grantor, but not otherwise.

EFFECTIVE AS OF THIS 11TH DAY OF NOVEMBER, 2008.

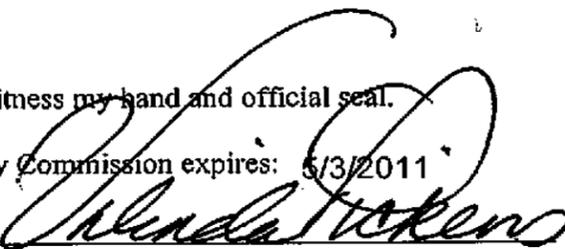
GRANTOR: Deutsche Bank National Trust Company as Trustee for Morgan Stanley ABS Capital 1 Inc. Trust 2006-HE8, Mortgage Pass-Through Certificates, Series 2006-HE8

By   
Evelyn Waithaka  
As Assistant Secretary  
Of Countrywide Home Loans, Inc., as Attorney in Fact



STATE OF TEXAS  
COUNTY OF COLLIN

The foregoing Special Warranty Deed was acknowledged before me this 11th day of November 2008 by Evelyn Waithaka as Assistant Secretary Of Countrywide Home Loans, Inc., as Attorney in Fact for Deutsche Bank National Trust Company as Trustee for Morgan Stanley ABS Capital 1 Inc. Trust 2006-HE8, Mortgage Pass-Through Certificates, Series 2006-HE8

Witness my hand and official seal.  
My Commission expires: 5/3/2011  
  
Notary Public / Valinda Pickens

[SEAL]



WAYNE W. WILLIAMS  
05/06/2011 03:51:49 PM  
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Rec \$21.00 1 of 3

El Paso County, CO



211045337

Producers 88 - Paid Up  
Rev. 2008  
TotalLand © TRNSCO 01 (1/11)

**OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the 25th day of April, 2011 between Randolph W. Waldman, individually, whose mailing address is 3250 Slocum Road, Peyton, Colorado 80831, as Lessor (whether one or more), and Transcontinent Oil Company, whose mailing address is 621 17th Street, Suite 2501, Denver, Colorado 80293, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Grant of Leased Premises.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

**Township 13 South, Range 64 West of the 6th Principal-Meridian**

Section 35: N/2S/2NW/4NE/4, S/2S/2N/2NE/4

in the County of El Paso, State of Colorado, containing 30.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression and water disposal. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

3. **Term of Lease.** This lease shall be in force for a primary term of Five (5) year(s) from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 120 days after completion of operations on such dry hole or within 120 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 120 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; (iv) contracting for marketing services and sale of Oil and Gas Substances; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises.

5. **Shut-in Royalty.** If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 90 day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90 day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

6. **Royalty Payment.** For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive as its royalty One-sixth (1/6) of the sales proceeds actually received by Lessee or, if applicable, its affiliate, as a result of the first sale of the affected production to an unaffiliated party, less this same percentage share of all Post Production Costs and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually

incurred by Lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. These costs include without limitation, all costs of gathering, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first unaffiliated party who purchases the affected production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale.

Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such comparable arm's-length sales price shall be less any Post Production Costs applicable to the specific arms-length transaction that is utilized.

**7. Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the completion interval in the reservoir exceeds the vertical component in such interval. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly.

**8. Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production from a unit. Upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

**9. Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**10. Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

**11. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**12. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

13. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

15. **Indemnity.** Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

16. **Option to Extend.** The Primary term of this lease may, at Lessee's option, be extended as to all or a portion of the lands covered hereby for an additional **Three (3) year(s)** commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment equal to the bonus amount tendered by Lessee at the time of the execution of this lease. In the event that Lessee exercised this option and tenders such option payment to Lessor, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

17. **Right of First Refusal.** If during the primary term hereof Lessor, his heirs, legal representatives, successors or assigns, desires to lease the above described property for a term commencing at the expiration of the primary term hereof (Top Lease), Lessor agrees to first offer to lease the same to Lessee herein, his heirs, legal representatives, successors or assigns for the same consideration and upon the same terms, covenants and conditions contained in any bona fide offer by any legitimate third party. Additionally, any such "Top Lease" shall be subject and inferior to the terms, covenants and conditions of this lease if the same be extended beyond the primary term hereof by any provision hereof.

Surface Access. Prior to the drilling of any well on the leased lands, Lessee agrees to notify Lessor of Lessee's intent to drill said well and consult with Lessor regarding the location of any wells, roads, or pipelines and to minimize, without undue hardship to Lessee, the disruption of Lessor's farming, ranching or potential real estate development operations.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

**LESSOR (WHETHER ONE OR MORE)**

Randolph W Waldman  
Randolph W. Waldman

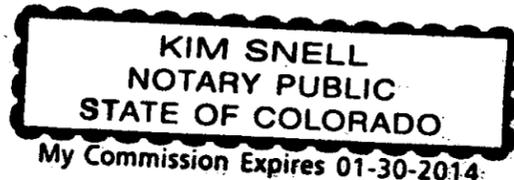
**ACKNOWLEDGEMENTS**

STATE OF Colorado )  
COUNTY OF El Paso ) SS.

On this 3 day of May, 2011, before me, the undersigned Notary Public in and for said county and state, personally appeared Randolph W Waldman known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his or her free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires 1/30/14

Kim Snell  
Notary Public



ASSIGNMENT OF OIL AND GAS LEASES

STATE OF COLORADO §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF EI PASO                           §

THAT, **TRANSCONTINENT OIL COMPANY**, whose address is 621 17<sup>th</sup> Street, Suite 2501, Denver Colorado 80293, hereinafter referred to as Assignor for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto **HILCORP ENERGY I, L.P.**, a Texas limited partnership, ("Grantee"), whose address is 1201 Louisiana, Suite 1400, Houston, Texas, 77002, all of its right, title and interests in and to the leases described on Exhibit "A" attached hereto and made a part hereof.

Assignor represents to Assignee, its successors and assigns, that Assignor is the lawful owner of the Leases, has the right and authority to sell and convey same to Assignee and that said Leases are free and clear from any liens, encumbrances or adverse claims created by Assignor.

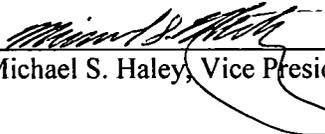
Assignee, and its assigns, shall hold Assignor harmless as to any and all actions which may occur as a result of Assignor appearing in the chain of title by acquiring oil and gas leases on behalf of Assignee.

Assignor hereby assigns and Assignee hereby accepts the interest set out above without expressed or implied warranty of title except that Assignor hereby agrees to warrant and defend title to the Leases to Assignee, its heirs, successors, legal representatives and assigns to be free and clear of any and all claims, interests, liens, encumbrances and demands created by, through or under Assignor. Assignee shall have full right of substitution and subrogation to all rights or acts of warranty to which Assignor may be entitled.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, and such terms, covenants and conditions shall be covenants running with the oil and gas leases described above and with each transfer or assignment thereof.

Executed this 11th day of February, 2013; however the effective date of this Assignment as to each Lease shall be the respective effective dates of each Lease.

**TRANSCONTINENT OIL COMPANY**

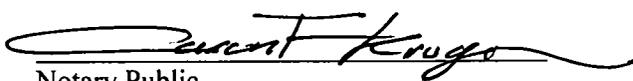
By:   
Michael S. Haley, Vice President

**ACKNOWLEDGMENT -CORPORATE**

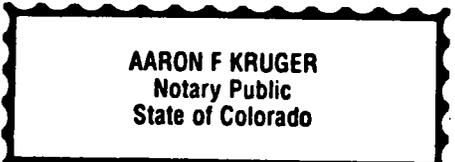
STATE OF COLORADO       )  
  ) ss  
COUNTY OF DENVER       )

The foregoing instrument was acknowledged before me this 25 day of February, 2013, by Michael S. Haley, the Vice President of Transcontinent Oil Company a Colorado, corporation, on behalf of the corporation.

My commission expires 2/02/2015

  
Notary Public

WAYNE W. WILLIAMS       El Paso County, CO  
02/26/2013 02:56:44 PM  
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Rec \$156.00   1 of 30     
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**Exhibit A**



# Exhibit A

Lease Code	Lessor	Lessee	Effective Date	ST County Registry	Book Record Data	Page
050564249000	ERNEST T SHONTS ET UX	TRANSCONTINENT OIL COMPANY	05/12/2011	CO El Paso 211060255		
050564250000	JAMES M HYDE SR ET AL	TRANSCONTINENT OIL COMPANY	06/08/2011	CO El Paso 211063624		
050564251001	ALMA PATRICK	TRANSCONTINENT OIL COMPANY	01/26/2011	CO El Paso 211015157		
				CO El Paso 211036999		
050564252000	ANDREW K MURR	TRANSCONTINENT OIL COMPANY	04/13/2011	CO El Paso 211041827		
050564253001	MICHAEL V SCOTT TRUST OF THE AUDIE	TRANSCONTINENT OIL COMPANY	04/28/2011	CO El Paso 211047619		
050564254000	BENJAMIN OLIVER ET UX	TRANSCONTINENT OIL COMPANY	04/04/2011	CO El Paso 211038011		

**Legal Description**

SOUTH 89 DEGREES 17 MINUTES EAST A DISTANCE OF 1320.0 FEET. THENCE SOUTH 1 DEGREE 27 MINUTES EAST A DISTANCE OF 2100.0 FEET; THENCE NORTH 89 DEGREES 17 MINUTES WEST A DISTANCE OF 1320.0 FEET TO THE POINT OF BEGINNING IN EL PASO COUNTY, COLORADO.

TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 30: A PARCEL OF LAND LOCATED IN THE W2SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N 00 25'31" E 2,630.65 FEET; THENCE S 00 19'40" E 1,314.75 FEET; THENCE S 89 34'32" W 705.60 FEET TO THE POINT OF BEGINNING.

EL PASO COUNTY, COLORADO

TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 20: NE4, SE4NW4, E2SW4 EL PASO COUNTY, COLORADO

TOWNSHIP 13 SOUTH, RANGE 65 WEST SECTION 31: E2SE4, SW4SE4, SE4SW4

TOWNSHIP 14 SOUTH, RANGE 65 WEST SECTION 5: NE4, SE4 RESERVING A RIGHT OF WAY ALONG THE NORTH LINE OF SAID PARCEL

FOR PUBLIC HIGHWAY

SECTION 6: PART OF THE NE4 LYING EAST OF THE CRI&P RAIL ROAD, PART OF THE SE4 LYING NORTH OF SAID RIGHT-OF-WAY, PART OF THE LYING NORTHEAST OF SAID RIGHT OF WAY

EL PASO COUNTY, COLORADO

TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 10: S2SW4

SECTION 15: NE4NE4, NW4SE4 EL PASO COUNTY, COLORADO

TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 5: LOT 2, SW4NE4, SE4 SECTION 8: E2SW4, E2, NW4SW4 EL PASO COUNTY, COLORADO

TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 31: THOSE PORTIONS OF GOVERNMENT LOTS 2 AND 3 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE S 00 26'03" E ALONG THE WEST LINE OF GOVERNMENT LOTS 1 AND 2 2376.76 FEET TO THE POINT OF BEGINNING; THENCE S 88 18'04" E 1176.07 FEET; THENCE S 00 26' 19" E 1293.08 FEET; THENCE N 88 42' 21" W 1175.81 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3; THENCE N 00 26'19" W ALONG SAID WEST LINE 1031.21 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE N 00 26' 03" W ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 2770.18 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 2 EL PASO COUNTY, COLORADO

# Exhibit A

Lease Code	Lessor	Lessee	Effective Date	ST Registry	County	Book Record Data	Page	Legal Description
050564255000	BERTRAM LOUIS DRING ET UX	TRANSCONTINENT OIL COMPANY	05/10/2011	CO	El Paso	211052301		TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 17: NW4SW4 SECTION 18: THAT PART WHICH LIES WITHIN THE NE2SE4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF OF THE SE4 OF SECTION 18; THENCE S 00 51'26" W ALONG THE EAST LINE OF SAID SE4 2,627.27 FEET; THENCE N 88 50'32" W ALONG THE SOUTH LINE OF SAID SE4 127.84 FEET TO THE EAST LINE OF THE FRANCEVILLE COAL MINE ROAD; THENCE N 00 07' 32" E ALONG THE EAST LINE OF SAID ROAD .2626.82 FEET; THENCE S 89 08' 31" E ALONG THE NORTH LINE OF SAID SE4 161.39 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564256000	ROBERT A VAN DIEST, TRUSTEE OF THE	TRANSCONTINENT OIL COMPANY	05/03/2011	CO	El Paso	211054862		TOWNSHIP 15 SOUTH, RANGE 63 WEST SECTION 23: E2, NW4 SECTION 24: N2 EL PASO COUNTY, COLORADO
050564257000	BRIAN L BECKER	TRANSCONTINENT OIL COMPANY	05/13/2011	CO	El Paso	211054858		TOWNSHIP 13 NORTH RANGE 64 WEST SECTION 33: A TRACT IN THE NW4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER OF SAID SECTION 33; THENCE S 00 55' 49" W 822.53 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING S 00 55' 49" W 1,149.95 FEET; THENCE S 89 54' 09" W 1,324.79 FEET; THENCE N 00 48' 03" W 1,149.91 FEET; THENCE N 89 54' 09" E 1,327.39 FEET TO THE POINT OF BEGINNING EL PASO COUNTY, COLORADO
050564258000	DONALD L SHUNK	TRANSCONTINENT OIL COMPANY	05/16/2011	CO	El Paso	211054860		TOWNSHIP 13 NORTH RANGE 64 WEST SECTION 23: NE2SE4 EXCEPT FOR THE SOUTHERLY 60.00 FEET, WEST 30.00 FEET OF THE SW4NE4SE4 AND WEST 30.00 FEET OF THE SOUTH 100.00 FEET OF THE NW4NE4SE4 EL PASO COUNTY, COLORADO
050564259001	DONALD L SHUNK ET AL	TRANSCONTINENT OIL COMPANY	05/16/2011	CO	El Paso	211089023		EL PASO COUNTY, COLORADO TOWNSHIP 13 NORTH, RANGE 64 WEST SECTION 24: NW4SW4 EL PASO COUNTY, COLORADO
050564260000	SULLIVAN LIVING TRUST	TRANSCONTINENT OIL COMPANY	04/18/2011	CO	El Paso	211054859		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 20: NE4SE4 SECTION 21: NW4SW4, N2NE4SW4 EL PASO COUNTY, COLORADO
050564261001	CAROL COLLINS	TRANSCONTINENT OIL COMPANY	03/01/2011	CO	El Paso	211035385		TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 9: E2 EL PASO COUNTY, COLORADO
050564261002	MARIE A WOMMACK ET AL	TRANSCONTINENT OIL COMPANY	03/01/2011	CO	El Paso	211059792		TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 9: E2 EL PASO COUNTY, COLORADO
050564262001	CLEONE CALLEN NUTT	TRANSCONTINENT OIL COMPANY	06/02/2011	CO	El Paso	211057170		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 15: S2NW4, SW4 TOWNSHIP 14 SOUTH, RANGE 65 WEST SECTION 18: E2NW4NE4, E2W2NW4NE4 EL PASO COUNTY, COLORADO

# Exhibit A

Lease Code	Lessor	Lessee	Effective Date	ST Registry	County	Book Record Data	Page	Legal Description
050564263000	CRAIG J OLSON ET UX	TRANSCONTINENT OIL COMPANY	04/21/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 11: A TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE 01°03'14" E 3263.99 FEET; THENCE N 88°48'59" E 322.96 FEET TO THE POINT OF BEGINNING; THENCE N 00°57' 50" E 693.01 FEET TO A POINT ON THE NORTH LINE OF THE S2N2 OF SAID SECTION 11; THENCE N 89°38'15" E COINCIDENT WITH SAID NORTH LINE 2289.91 FEET TO THE NORTHEAST CORNER OF THE SE4NW4 OF SAID SECTION 11; THENCE S 00°57'50" W COINCIDENT WITH SAID EAST LINE OF SAID EAST LINE OF SAID SE4NE4 660.18 FEET; THENCE S 88°48'59" W 2290.90 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 4, FALCON MEADOWS, EL PASO COUNTY, COLORADO
050564264000	CRISTINE I WATKINS	TRANSCONTINENT OIL COMPANY	04/04/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 31: THOSE PORTIONS OF GOVERNMENT LOTS 2 AND 3 AND THE E2SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 31; THENCE S 00°26'03" E ALONG THE WEST LINE OF GOVERNMENT LOTS 1 AND 2 2376.76 FEET; THENCE S 88°18'04" E 1176.07 FEET FOR THE POINT OF BEGINNING; THENCE S 00°26'19" E 1293.08 FEET; THENCE S 88°42'21" E 1431.62 FEET TO THE EAST LINE OF SAID E2; THENCE N 00°25'18" E ALONG SAID EAST LINE 1012.33 FEET TO THE NORTHEAST CORNER OF SAID E2; THENCE N 88°18'04" W ALONG SAID LINE 220.96 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO

# Exhibit A

Lease Code	Lessor	Lessee	Effective Date	ST Registry	County	Book Record Data	Page	Legal Description
050564265001	DALE MYERS	TRANSCONTINENT OIL COMPANY	02/18/2011	CO	El Paso	211048630		<p>TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH P.M., SECTION 5, LOTS 1 (39.82), 2 (39.77), 3 (39.73), 4 (39.68), S/2NW/4 SECTION 6: LOTS 1 (39.70), 2 (39.79), 3 (39.87), 4 (41.09), 5 (40.69), SE/4NW/4, S/2NE/4, SE/4 (ALSO KNOWN AS ASSESSOR'S PARCEL 3400000344)</p> <p>TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH P.M., SECTION 5: A TRACT OF LAND IN THE S/2NE/4, MORE PARTICULARLY DESCRIBED AS FOLLOWS:            BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE S 0° 32' 39" E ON THE EAST LINE OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER, 579.53 FEET; THENCE N 89° 56' 29" W, 2632.13 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE N 0° 31' 10" W ON SAID WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, 579.53 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE S 89° 56' 29" E, ON THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 2631.88 FEET TO THE POINT OF BEGINNING.            (ALSO KNOWN AS ASSESSOR'S PARCEL 3400000363)</p> <p>TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH P.M., SECTION 5: A TRACT OF LAND IN THE S/2NE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:            BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 5 THAT IS 579.53 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE S 00° 32' 39" E ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 579.53 FEET; THENCE S 00° 32' 39" E ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, 579.53 FEET; THENCE N 89° 56' 29" W, 2632.37 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE N 0° 31' 10" W, ON SAID WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER, 579.53 FEET; THENCE S 89° 56' 29" E, 2632.13 FEET TO THE POINT OF BEGINNING.            (ALSO KNOWN AS ASSESSOR'S PARCEL 3400000365)</p> <p>TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH P.M., SECTION 8: A TRACT OF LAND IN THE NE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:            COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S 00° 38' 19" E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 1487.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 38' 19" E, ALONG SAID EAST LINE 579.35 FEET; THENCE S 89° 38' 47" W, 2636.38 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER AND THE EAST LINE OF CENTENNIAL RIDGE PHASE 1-A THENCE N 00° 34' 06" W, ALONG SAID WEST AND EAST LINE, 577.60 FEET; THENCE N 89° 36' 31" E, 2635.66 FEET TO THE POINT OF BEGINNING.            (ALSO KNOWN AS ASSESSOR'S PARCEL 3400000369)</p> <p>TOWNSHIP 14 SOUTH, RANGE 63 EWST OF THE 6TH PM</p> <p>SECTION 8: A TRACT OF LAND IN THE NE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:            BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S 89° 41' 27" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 2637.10 FEET; TO THE SOUTHWEST CORNER OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER, AND THE EAST LINE OF CENTENNIAL RIDGE PHASE 1-A; THENCE N 00° 34' 06" W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER AND SAID EAST LINE, 577.30 FEET; THENCE N 89° 38' 47" E, 2636.38 FEET TO A POINT</p>

# Exhibit A

Lease Code	Lessor	Lessee	Effective Date	ST Registry	County	Book Record Data	Page	Legal Description
050564266000	DIANNE R BRASS	TRANSCONTINENT OIL COMPANY	04/04/2011	CO 211038013	El Paso			OF THE EAST LINE OF SAID NORTHEAST QUARTER, THENCE S 00°38'19"E, ALONG SAID EAST LINE, 579.35 FEET TO THE POINT OF BEGINNING. (ALSO KNOWN AS ASSESSORS PARCEL 340000370)
050564267000	GARY D MILLER	TRANSCONTINENT OIL COMPANY	02/25/2011	CO 211050653	El Paso			TOWNSHIP 13 SOUTH RANGE 64 WEST SECTION 31: THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 AND THE E2SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31: THENCE S 00°26'03" E ALONG THE WEST LINE OF GOVERNMENT LOTS 1 AND 2 2376.76 FEET; THENCE S 88°18'04" E 1176.07 FEET; THENCE S 00°26'19" E 1293.08 FEET FOR THE POINT OF BEGINNING; THENCE S 88°42'21" E 1431.62 FEET TO THE EAST LINE OF SAID E2; THENCE S 00°25'18"W ALONG SAID EAST LINE 583.89 FEET; THENCE N 88°42'21"W 1893.58 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL DESCRIBED BY BOOK 2598 PAGE 796; THENCE S 00°25'17" E ALONG SAID EXTENSION 82.94 FEET; THENCE N 88°19'58" W ALONG THE NORTH LINE OF SAID PARCEL 705.53 FEET TO THE NORTHWEST CORNER THEREOF; THENCE N 00°26'19" W ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4 642.43 FEET; THENCE S 88°42'21" E 1175.81 FEET TO THE POINT OF BEGINNING ALSO KNOWN AS TRACT 4. EL PASO COUNTY, COLORADO TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 18: S2NW4 EL PASO COUNTY, COLORADO TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 31: A TRACT IN THE W2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31: THENCE N 00°23'20" E ON THE WEST LINE OF SAID SECTION 1933.80 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ON THE LAST COURSE 644.50 FEET; THENCE S 89°30'45" E 2722.40 FEET; THENCE S 00°01'19" E ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 644.60 FEET; THENCE N 89°30'47" W 2727.02 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO TOWNSHIP 12 SOUTH RANGE 65 WEST SECTION 34 : SE4NE4 EL PASO COUNTY, COLORADO TOWNSHIP 15 SOUTH RANGE 64 WEST SECTION 3: S2NE4, N2SE4 EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH RANGE 65 WEST SECTION 7: E2NE4, SW4NE4, N2SE4 PART OF THE SE4SW4 LYING WESTERLY OF CO ROAD, LESS PART OF THE NORTHWEST CORNER OF THE NE4NE4 LYING NORTHERLY AND WESTERLY OF THE NORTHERLY AND WESTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD SECTION 8: W2NW4, SE4NW4, N2SW4 EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 21: N2SE4 EL PASO COUNTY, COLORADO
050564268001	GEORGE E ROBBINS ET UX	TRANSCONTINENT OIL COMPANY	04/18/2011	CO 211041829	El Paso			
050564269000	J H NARDIS	TRANSCONTINENT OIL COMPANY	03/02/2011	CO 211025876	El Paso			
050564270000	J A YODER	TRANSCONTINENT OIL COMPANY	01/25/2011	CO 211013088	El Paso			
050564271001	JAMES & CLYDE LUEKING TRUSTEES	TRANSCONTINENT OIL COMPANY	03/10/2011	CO 211030473	El Paso			
050564272000	JAMES M KNUPP	TRANSCONTINENT OIL COMPANY	04/27/2011	CO 211046538	El Paso			

# Exhibit A

Lease Code	Lessor	Lessee	Effective Date	ST Registry	County	Book Record Data	Page	Legal Description
050564273001	JASON PLUMLEY	TRANSCONTINENT OIL COMPANY	04/27/2011	CO	El Paso			TOWNSHIP 14 SOUTH RANGE 63 WEST SECTION 11: SE4NE4 ALSO DESCRIBED AS: A TRACT OF LAND LOCATED IN THE SE4NE4 MORE PARTICULARLY DESCRIBED AND SURVEYED AS BEGINNING AT THE EAST QUARTER (RECORDED SURVEY MONUMENT) OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE NORTH 89°49'07" WEST, 1303.50 FEET ALONG THE EAST/WEST CENTER LINE OF SAID SECTION 11 TO A POINT (1/16TH CORNER); THENCE NORTH 00°23'14" WEST, 1325.48 FEET TO A POINT (1/16TH CORNER); THENCE SOUTH 89°51'03" EAST, 1303.62 FEET TO INTERSECT THE EASTERLY SECTIONLINE (1/16TH CORNER) OF SAID SECTION 11; THENCE SOUTH 00°22'55" EAST, 1326.21 FEET ALONG SAID SECTIONLINE TO THE EAST QUARTER CORNER OF SECTION 11-BEING THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564273002	JENNIFER A SCALIA-PLUMLEY	TRANSCONTINENT OIL COMPANY	04/27/2011	CO	El Paso			TOWNSHIP 14 SOUTH RANGE 63 WEST SECTION 11: SE4NE4 ALSO DESCRIBED AS: A TRACT OF LAND LOCATED IN THE SE4NE4 MORE PARTICULARLY DESCRIBED AND SURVEYED AS BEGINNING AT THE EAST QUARTER (RECORDED SURVEY MONUMENT) OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE NORTH 89°49'07" WEST, 1303.50 FEET ALONG THE EAST/WEST CENTER LINE OF SAID SECTION 11 TO A POINT (1/16TH CORNER); THENCE NORTH 00°23'14" WEST, 1325.48 FEET TO A POINT (1/16TH CORNER); THENCE SOUTH 89°51'03" EAST, 1303.62 FEET TO INTERSECT THE EASTERLY SECTIONLINE (1/16TH CORNER) OF SAID SECTION 11; THENCE SOUTH 00°22'55" EAST, 1326.21 FEET ALONG SAID SECTIONLINE TO THE EAST QUARTER CORNER OF SECTION 11-BEING THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564274000	JENNIFER M ENRIQUES	TRANSCONTINENT OIL COMPANY	04/27/2011	CO	El Paso			TOWNSHIP 15 SOUTH RANGE 64 WEST SECTION 5: SW4SW4 EXCLUDING THE SOUTHERLY 30.00 FEET THEREOF. EL PASO COUNTY, COLORADO
050564275000	JASON T HARRINGTON ET UX	TRANSCONTINENT OIL COMPANY	02/23/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 22: NW4SW4 EL PASO COUNTY, COLORADO
050564276000	JEREMY W VANDEWEGE ET UX	TRANSCONTINENT OIL COMPANY	02/23/2011	CO	El Paso			TOWNSHIP 13 SOUTH RANGE 64 WEST SECTION 29: A TRACT IN THE NW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89 DEGREES 48' 14"E ALONG THE NORTHERLY LINE OF SAID SECTION 29 1262.52 FEET; THENCE S 00 DEGREES 08'56" E 1276.56 FEET; THENCE N 89 DEGREES 48' 14" W 1262.62 FEET; THENCE N 00 DEGREES 08'56" E 1276.56 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564277001	JESS W STREETER	TRANSCONTINENT OIL COMPANY	02/25/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 13: S2 EL PASO COUNTY, COLORADO
050564277002	PATTY L GUEDIN	TRANSCONTINENT OIL COMPANY	02/25/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 13: S2 EL PASO COUNTY, COLORADO
050564279001	JOHN CORDEIRO ET AL	TRANSCONTINENT OIL COMPANY	03/15/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 11: A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11: THENCE N 01 DEGREES 3'14" E2, 170.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 01 DEGREES 3'14" E 1,093.98 FEET; THENCE N 88 DEGREES 48'59" E 1,391.06 FEET; THENCE S 01 DEGREES 3'16" W 1,120.88 FEET; THENCE S 89 DEGREES 54'57" W 1,390.27 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 5, FALCON MEADOWS. EL PASO COUNTY, COLORADO

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050564279002	MICHAEL W HAYNES ET UX	TRANSCONTINENT OIL COMPANY	03/15/2011	CO	El Paso	211037001		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 11: A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11: THENCE N 01 DEGREES 3'14" E2, 170.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 01 DEGREES 3'14" E 1,093.98 FEET; THENCE N 88 DEGREES 48'59" E 1,391.06 FEET; THENCE S 01 DEGREES 3'16" W 1,120.68 FEET; THENCE S 89 DEGREES 54'57" W 1,390.27 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 5, FALCON MEADOWS, EL PASO COUNTY, COLORADO
050564280000	JOHN A TEXER ET UX	TRANSCONTINENT OIL COMPANY	02/24/2011	CO	El Paso	211023923		TOWNSHIP 13 SOUTH RANGE 64 WEST SECTION 28: W2NW4 SECTION 29: E2NE4 EL PASO COUNTY, COLORADO
050564281000	PHIL GRECO	TRANSCONTINENT OIL COMPANY	06/15/2011	CO	El Paso	211062248		TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 7: NW4NE4 EL PASO COUNTY, COLORADO
050564282000	ERIK M MURR ET UX	TRANSCONTINENT OIL COMPANY	06/13/2011	CO	El Paso	211066460		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 33: SE4SW4 EXCEPTING THEREFROM THE WEST 66.00 FEET, FURTHER EXCEPTING THEREFROM THE EAST 68.40 FEET OF THE SOUTHERLY 373.80 FEET EL PASO COUNTY, COLORADO
050564283000	DENNIS LEE SOLBERG	TRANSCONTINENT OIL COMPANY	05/24/2011	CO	El Paso	211066458		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 20: W2NW4 SECTION 21: SE4NW4, NE4SW4, SE4SE4 SECTION 33: NE4SW4 EL PASO COUNTY, COLORADO
050564284000	BUSY CORNER PROPERTY MGMT & TRUST	TRANSCONTINENT OIL COMPANY	05/12/2011	CO	El Paso	211089026		TOWNSHIP 14 SOUTH, RANGE 65 WEST SECTION 13: W2NW4, NE4NW4 SECTION 14: NE4NE4 EL PASO COUNTY, COLORADO



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050564285002	FLOYD J MILLER	TRANSCONTINENT OIL COMPANY	05/25/2011	CO	El Paso	211089024		TOWNSHIP 14 SOUTH RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN SECTION 31: A TRACT OF LAND IN THE W/2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE S 00°23' 20" W 1,371.70 FEET TO THE POINT OF BEGINNING; THENCE S 00° 23' 20" W 562.10 FEET; THENCE S 89° 43' 18" E 2,716.91 FEET; THENCE N 00° 01' 19" W 562.10 FEET THENCE N 89° 43' 17" W 2,712.87 FEET TO THE POINT OF BEGINNING.
				CO	El Paso	211089329		AND A TRACT IN THE W/2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE S 00° 23' 20" W ALONG THE WESTLINE OF SAID SECTION 31 808.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 23' 20" W 562.93 FEET; THENCE S 89°43'17" E 2,712.87 FEET; THENCE N 00° 01' 19" W 562.93 FEET; THENCE N 89°43'17" W 2,708.84 FEET TO THE POINT OF BEGINNING.
								AND ALSO A TRACT IN THE NW/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST COMER OF SAID SECTION 31; THENCE S 00° 23' 20" W ON THE WEST LINE OF SAID SECTION 31 644.60 FEET; THENCE S 89° 43' 17" E 2,707.66 FEET; THENCE N 00° 01' 09" W ON THE NORTH LINE OF SAID SECTION 31 2,703.04 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED BY RECEPTION #97140913.
								AND ALSO THAT PORTION OF THE NW/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE S 00° 23' 20" W ON THE WEST LINE OF SAID SECTION 31 644.60 FEET; THENCE S 89° 43' 17" E 2,707.66 FEET; THENCE N 00° 01' 09" W ON THE NORTH LINE OF SAID SECTION 31 2,703.04 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED BY RECEPTION #97140913.
050564286000	MTD HOLDINGS TRUST	TRANSCONTINENT OIL COMPANY	07/08/2011	CO	El Paso	211069324		A TRACT OF LAND IN THE W/2 BEING THE NORTHERLY 245.00 FEET OF THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE S 00° 23' 20" W ON THE WEST LINE OF SAID SECTION 644.60 FEET; THENCE S 89° 43' 17" E 2,707.66 FEET; THENCE N 00° 01' 19" W 644.60 FEET; THENCE N 89° 43' 16" W 2,703.04 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 35: A TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE N 89°57'16" E 1,320.0 FEET, MORE OR LESS, FOR THE POINT OF BEGINNING; THENCE S 00°30'54"W 1,905.75 FEET; THENCE S 89°57'16" W 802.50 FEET TO THE POINT OF BEGINNING EL PASO COUNTY, COLORADO TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 5: LOT 2 RYAN SUBDIVISION EL PASO COUNTY, COLORADO
050564287000	RYAN B ROBERTS	TRANSCONTINENT OIL COMPANY	07/26/2011	CO	El Paso	211077065		

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050564288001	STEPHEN R GIECK	TRANSCONTINENT OIL COMPANY	08/01/2011	CO 211081238	El Paso			TOWNSHIP 12 SOUTH, RANGE 64 WEST SECTION 34: N2NW4SW4, N4W4NE4SW4, W2SE4NW4, W2NE4NW4, EXCEPTING THE NORTHERLY 8.60 ACRES, THE SOUTHERLY 15.70 ACRES OF THE NORTHERLY 17.20 ACRES OF THE NE4NW4, THE NORTHERLY 12.15 ACRES OF THE NW4NE4 EL PASO COUNTY, COLORADO
050564288002	ROBERT D GIECK	TRANSCONTINENT OIL COMPANY	04/13/2011	CO 211081239 CO 212105202 CO 212126261	El Paso El Paso El Paso			TOWNSHIP 12 SOUTH, RANGE 64 WEST SECTION 34: N2NW4SW4, N4W4NE4SW4, W2SE4NW4, THE SOUTHERLY 15.70 ACRES OF THE NORTHERLY 17.20 ACRES FO THE NE4NW4, THE NORTHERLY 12.15 ACRES OF THE NW4NE4, W2NE4NW4 EXCEPTING THEREFROM THE NORTHERLY 8.6 ACRES EL PASO COUNTY, COLORADO
050564289000	DENNY G BERNARD ET UX	TRANSCONTINENT OIL COMPANY	07/20/2011	CO 211081240	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 29: A TRACT IN THE SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29: THENCE S 89° 36' 37" E 1,753.12 FEET FOR THE POINT OF BEGINNING; THENCE N 00° 59' 14" E 2,644.30 FEET; THENCE N 89° 32' 63E 580.75 FEET; THENCE S 00° 54' 19" W 2,643.64 FEET; THENCE N 89° 36' 37" W 584.52 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 4, EL PASO COUNTY, COLORADO
050564290000	KATHLEEN CHRISTIANSEN	TRANSCONTINENT OIL COMPANY	05/23/2011	CO 211056000	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 10: SW4NW4, N2SW4 SECTION 15: NE4SE4, SW4SE4 EL PASO COUNTY, COLORADO

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050564291000	KURT A KARNEY	TRANSCONTINENT OIL COMPANY	05/26/2011	CO	El Paso	211054861		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 20, W2NW4, EXCEPT THE SOUTH 382 FEET THEREOF AS DESCRIBED IN THAT DEED RECORDED JUNE 5, 1969 IN BOOK 2294, PAGE 530 AT DOCUMENT NUMBER 670585; THE 10 ACRE TRACTS CONVEYED BY DEEDS RECORDED IN BOOK 2194 AT PAGE 296, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THENCE EASTERLY ON THE NORTH LINE OF SAID SECTION 64.3 61 FEET FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE ANGLE RIGHT 90° 59' SOUTHERLY 813.40 FEET; THENCE ANGLE LEFT 90° 59' EASTERLY 550.58 FEET; THENCE ANGLE LEFT 91° 07' 30" NORTHERLY 813.40 FEET TO INTERSECT THE NORTH LINE OF SECTION 20; THENCE ANGLE LEFT WESTERLY ON SAID NORTH LINE 520.65 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN EL PASO COUNTY, COLORADO. ALSO EXCEPTING THAT DEED RECORDED IN BOOK 2321 AT PAGE 668, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20, THENCE EASTERLY ON THE NORTH LINE OF SAID SECTION 20, 643.61 FEET, THENCE ANGLE RIGHT 90° 59' SOUTHERLY 692 FEET; THENCE ANGLE RIGHT 88° 46' 45" WESTERLY 612.95 FEET, MORE OR LESS, TO INTERSECT THE WEST LINE OF SAID SECTION 20; THENCE NORTHERLY ON THE WEST LINE OF SAID SECTION 20, 694.69 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. AND EXCEPT THE 8.61 ACRE TRACT CONVEYED BY DEED RECORDED IN BOOK 2324 AT PAGE 512 OF EL PASO COUNTY, COLORADO DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE ANGLE RIGHT 88° 27' SOUTHERLY FROM THE NORTH LINE OF SAID NORTHWEST QUARTER, ON THE CENTERLINE OF THE COUNTY ROAD A DISTANCE OF 2724 FEET MORE OR LESS TO INTERSECT THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE ANGLE LEFT ON SAID SOUTH LINE A DISTANCE OF 1143.18 FEET, THENCE ANGLE LEFT 90° 08' 42" NORTHERLY ON THE ALIGNMENT OF AN EXISTING FENCE A DISTANCE OF 695.07 FEET, THENCE ANGLE LEFT 87° 52' 48" WESTERLY A DISTANCE OF 327.60, THENCE ANGLE LEFT 0° 19' 24" WESTERLY A DISTANCE OF 822.09 FEET MORE OR LESS TO INTERSECT THE CENTERLINE OF THE AFOREMENTIONED COUNTY ROAD, THENCE ANGLE LEFT 92° 15' 36" SOUTHERLY ON THE CENTERLINE OF SAID ROAD A DISTANCE OF 722.90 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 382 FEET THEREOF, AND EXCEPT THAT TRACT CONVEYED TO THE EL PASO COUNTY TELEPHONE COMPANY DESCRIBED AS FOLLOWS: THAT PORTION OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PM, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, THENCE SOUTH 00° 01' 18" EAST, 1404.73 FEET ALONG THE WEST LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 89° 58' 42" EAST 208.71 FEET; THENCE SOUTH 00° 01' 18" EAST, 208.71 FEET; THENCE SOUTH 89° 58' 42" WEST, 208.71 FEET TO A POINT ON SAID WEST LINE TO THE POINT OF BEGINNING
050564292000	LAURA L ANGEL	TRANSCONTINENT OIL COMPANY	05/25/2011	CO	El Paso	211057169		EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 23, NW4NW4
050564293001	LINDA E MURR	TRANSCONTINENT OIL COMPANY	07/08/2011	CO	El Paso	211069783		EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH RANGE 63 WEST SECTION 15, NW4NW4
050564293002	MELINDA E MURR	TRANSCONTINENT OIL COMPANY	04/21/2011	CO	El Paso	211044341		EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 15, W2NE4, N2NW4

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050564294000	LISA K DOWNIN-DOYLE	TRANSCONTINENT OIL COMPANY	02/25/2011	CO	El Paso	211025878		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 27: A TRACT IN THE N2SW4 AND THE SW4SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SW4; THENCE N 00°47'13" E ALONG THE WEST LINE OF SAID SW4 2632.34 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 89°44'38" E ALONG THE NORTH LINE OF SAID SW4 2642.54 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 00° 38'50" W ALONG THE EAST LINE OF SAID N2SW4 1317.45 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N 89° 42' 57" W ALONG THE SOUTH LINE OF SAID N2SW4 1322.84 FEET TO THE NORTHEAST CORNER OF SAID SW4SW4; THENCE S 00°43'07" W ALONG THE EAST LINE OF SAID SW4SW4 1316.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N 89°41'15" W ALONG THE SOUTH LINE OF SAID SW4SW4 1324.47 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564295001	MARILYN K VASQUEZ	TRANSCONTINENT OIL COMPANY	03/14/2011	CO	El Paso	211032922		TOWNSHIP 15 SOUTH, RANGE 63 WEST SECTION 19: S2SE4 SECTION 30: N2 OF LOT 1, N2N2NE4, N2NEWNW4 EL PASO COUNTY, COLORADO
050564296000	MBP INVESTMENTS	TRANSCONTINENT OIL COMPANY	04/13/2011	CO	El Paso	211041831		TOWNSHIP 14 SOUTH RANGE 64 WEST SECTION 19
				CO	El Paso	212122965		A TRACT OF LAND LOCATED IN THE NE4SE4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NE4SE4 OF SAID SECTION 19, SAID POINT BEING MONUMENTED WITH A PLASTIC YELLOW CAP, PL98853; THENCE S. 00°22'45" E, ON THE EAST LINE OF THE NE4SE4 OF SAID SECTION 19, 1313.73 FEET TO THE SOUTHEAST CORNER OF THE NE4SE4 OF SAID SECTION 19, A SAID POINT BEING MONUMENTED WITH A PLASTIC YELLOW CAP PLUS 9853; (THE PRECEDING COURSE BEING THE BASIS FOR BEARINGS USED IN THIS DESCRIPTION) THENCE N.89°44'57" W, ON THE SOUTH LINE OF THE NE4SE4 OF SAID SECTION 19 A DISTANCE OF 74.19 FEET TO THE CENTERLINE OF SAID ROAD 1314.28 MINE-ROAD; THENCE N.01°31'48" W, ON THE CENTERLINE OF SAID ROAD 1314.28 FEET TO THE NORTH LINE OF THE NE4SE4 OF SAID SECTION 19; THENCE S. 89°44'58" E, ON THE NORTH LINE OF THE NE4SE4 OF SAID SECTION 19, 100.58 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINING 114.789 SQUARE FEET BEING 2.6353 ACRES, MORE OR LESS EL PASO COUNTY, COLORADO
050564297001	KATHLEEN S FRENCH	TRANSCONTINENT OIL COMPANY	05/26/2011	CO	El Paso	211063522		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 33: N2SE4 EL PASO COUNTY, COLORADO
050564298000	MATTHEW DOZIER	TRANSCONTINENT OIL COMPANY	06/17/2011	CO	El Paso	211066463		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 33: NW4NE4 EL PASO COUNTY, COLORADO
050564299000	GERALD L WALKER ET UX	TRANSCONTINENT OIL COMPANY	06/28/2011	CO	El Paso	211066459		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 24: A TRACT OF LAND IN THE E2SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE E2SW4; THENCE NORTH 88°33'44" EAST 1,313.18 FEET; THENCE SOUTH 00°01'46" EAST 1,327.41 FEET; THENCE SOUTH 88°33'44" WEST 1,312.92 FEET; THENCE NORTH 00°02'26" WEST 1,327.40 FEET TO THE POINT OF BEGINNING EL PASO COUNTY, COLORADO
050564300000	JACOB ALEX SCALFRI REV LIVING TRUST	TRANSCONTINENT OIL COMPANY	06/29/2011	CO	El Paso	211071284		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 29: A TRACT IN THE SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE N 00°08'56" E 1,431.18 FEET; THENCE N 89°16'18" E 1,171.71 FEET FOR THE POINT OF BEGINNING; THENCE S 83°57'48" E 1,143.11 FEET; THENCE S 03°22'08" W 1,154.99 FEET; THENCE N 03°46'30" E 1,435.44 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO

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050564302000	JOSE A LUGO ET UX	TRANSCONTINENT OIL COMPANY	04/28/2011	CO	El Paso	211044340		TOWNSHIP 13 SOUTH, RANGE 64 WEST TRACT 2 FALCON MEADOWS; A TRACT IN THE E2 OF THE SECTION 10 AND THE W2 OF SECTION 11 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE N 01°03'14" E 1,831.86 FEET TO THE POINT OF BEGINNING; THENCE N 89°57'14" W 1,322.53 FEET TO A POINT ON THE WEST LINE OF THE NE4SE4 OF SAID SECTION 10; THENCE N 00°53'25" E COINCIDENT WITH SAID WEST LINE 812.70 FEET TO THE NORTHEAST CORNER OF SAID NE4SE4; THENCE N 00°51'24" E COINCIDENT WITH THE WEST LINE OF THE SE4NE4 OF SAID SECTION 10 398.80 FEET; THENCE S 89°57'06" E 1,326.02 FEET; THENCE S 01°03'14" W 1,151.50 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564303000	JOSEPH D PRESTON	TRANSCONTINENT OIL COMPANY	04/11/2011	CO	El Paso	211046537		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 17; W2SE4SE4,E2SW4SE4 EL PASO COUNTY, COLORADO
050564304000	JOSEPH SHAFFER	TRANSCONTINENT OIL COMPANY	02/15/2011	CO	El Paso	211021767		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 22; SW4NE4;LOT 10 SAGECREST FILING NO 1 EL PASO COUNTY, COLORADO
050564305000	JOYCE D H KEITH	TRANSCONTINENT OIL COMPANY	02/08/2011	CO	El Paso	211018401		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 22; NZSW4,SE4SW4,SW4SW4,EXCEPTING THEREFROM THE SW4SW4SW4 EL PASO COUNTY, COLORADO
050564306000	JOHN D DOWNIN ET UX	TRANSCONTINENT OIL COMPANY	02/25/2011	CO	El Paso	211025877		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 27; SE4 EL PASO COUNTY, COLORADO
050564307000	JUDITH L SCRIBNER	TRANSCONTINENT OIL COMPANY	06/13/2011	CO	El Paso	211059785		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 34; NW4NE4, N2NW4 EL PASO COUNTY, COLORADO
050564308000	MELVIN F BROTHERS	TRANSCONTINENT OIL COMPANY	06/03/2011	CO	El Paso	211059307		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 18; A TRACT OF LAND IN THE NW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER OF SAID SECTION; THENCE EASTERLY ALONG THE EAST-WEST COUNTY LINE 1,485.00 FEET, NORTHERLY PARALLEL WITH THE NORTH SECTION LINE 827.14 FEET, WESTERLY 1,485.00 FEET TO INTERSECT THE WEST SECTION LINE; THENCE SOUTHERLY 832.75 FEET TO POINT OF BEGINNING EXCEPT THE WESTERLY 30 FEET FOR ROAD RIGHT OF WAY. EL PASO COUNTY, COLORADO
050564309000	DAVID L ZEITERS ET UX	TRANSCONTINENT OIL COMPANY	04/29/2011	CO	El Paso	211059306		TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 6; A TRACT IN THE N2 AND THE S2 OF SECTION 6 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE W2SE4 OF SAID SECTION SECTION 6; THENCE S 00°29'24" E 158.38 FEET; THENCE S 83°52'59" W ON THE NORTHERLY LINE OF TRACT 10 AND THE SOUTHERLY LINE OF TRACT 9 790.04 FEET FOR THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,250.00 FEET WITH A CENTRAL ANGLE OF 11°01'02" WHICH CHORD BEARS N 11°37'32" W AN ARC DISTANCE OF 240.36 FEET THENCE N 17°08'03" W 400.00 FEET, MORE OR LESS; THENCE S 72°51'57" W 1,143.05 FEET; THENCE S 00°10'06" W 1,200.00 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF TRACT 2; THENCE S 89°52'05" E 97.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,250.00 FEET WITH A CENTRAL ANGLE OF 49°50'54" WHICH CHORD BEARS N 18°48'28" E AN ARC DISTANCE OF 1,087.52 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO

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050564310001	JUANITA HUDSON	TRANSCONTINENT OIL COMPANY	02/11/2011	CO	El Paso			TOWNSHIP 12 SOUTH, RANGE 64 WEST SECTION 31: S2S2, NE4SE4 SECTION 32: W2SW4 TOWNSHIP 12 SOUTH, RANGE 65 WEST SECTION 36: SE4 TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 5: THAT PART OF THE NW4NE4 AND THE NW4 OF THE NW4 AND OF THE NW4SW4 LYING NORTHWEST OF THE RIGHT OF WAY OF CRI&P RAILROAD SECTION 6: ALL EXCEPT THAT PART LYING SOUTHEAST OF CRI&P RAILROAD RIGHT OF WAY EXCEPT 5.00 ACRES IN THE SW4 SECTION 7: AN UNPLATTED PART OF THE N2NW4 LYING NORTHWEST OF CRI&P RAILROAD TOWNSHIP 13 SOUTH, RANGE 65 WEST SECTION 5: LOTS 1,2 EL PASO COUNTY, COLORADO
05056431000	JUDY D FREEMAN	TRANSCONTINENT OIL COMPANY	05/09/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 13: SW4SE4 EL PASO COUNTY, COLORADO
050564312000	JULIE B MORGAN LIVING TRUST	TRANSCONTINENT OIL COMPANY	03/11/2011	CO	El Paso			TOWNSHIP 12 SOUTH, RANGE 64 WEST SECTION 27: SE4SW4, S2SE4, NE4SE4, EXCEPTING THEREFROM THE NORTHERLY 22.25 ACRES SECTION 34: THE NOTHERLY 1.5 CREES OF THE NE4NW4 EL PASO COUNTY, COLORADO
050564313001	KATHRYN MEYERS	TRANSCONTINENT OIL COMPANY	02/01/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 5: LOTS 1 (39.82), 2 (39.77) 3 (39.73), 4 (39.68) S/2NW4 SECTION 6: LOTS 1 (39.70), 2 (39.79), 3 (39.87), 4 (41.06), 5 (40.69), SE4NW4, SE4 EL PASO COUNTY, COLORADO
050564314001	MICHAEL MCARTHUR ET UX	TRANSCONTINENT OIL COMPANY	06/28/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 34: E2NE4, NE4SE4, EXPECTING THE NORTHERLY 35.10 ACRES OF SAID E2NE4 BEING BOUNDED ON THE NORTH BY NORTH LINE OF SAID E2NE4, ON THE WEST BY THE WEST LINE OF SAID E2NE4, ON THE EAST BY EAST LINE OF SAID E2NE4, ON THE SOUTH BY A LINE BEING PERPENDICULAR TO SAID EAST LINE OF THE E2NE4, EXCEPTING PART PLATTED INTO CURTIS ESTATES SECTION 34-13-64 EL PASO COUNTY, COLORADO
050564315000	ROBERT L SHUNK ET UX	TRANSCONTINENT OIL COMPANY	06/28/2011	CO	El Paso			TOWNSHIP 12 SOUTH, RANGE 64 WEST SECTION 26: PART OF THE NE4NW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 26: THENCE SOUTH 89°55'18" EAST ALONG THE NORTH LINE OF SECTION 26 1,509.45 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°55'18" EAST ALONG NORTH LINE 1,131.33 FEET TO THE NORTHEAST CORNER OF THE NW4; THENCE SOUTH 00°14'40" EAST ALONG THE NORTH-SOUTH CENTER LINE OF SECTION 26 1,347.61 FEET; THENCE NORTH 89°55'18" WEST 1,131.33 FEET; THENCE NORTH 00°14'40" WEST 1,347.61 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564316001	PATRICIA MCCARTHY	TRANSCONTINENT OIL COMPANY	07/18/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 22: S2NE4, NW4NE4, TOGETHER WITH THE TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22: THENCE SOUTH 00°16'23" WEST 1,156.61 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89°54'30" WEST 1,326.15 FEET; THENCE SOUTH 00°43'42" WEST 165.63 FEET TO THE POINT OF BEGINNING EL PASO COUNTY, COLORADO
050564317001	GEORGE G VAUGHT JR	TRANSCONTINENT OIL COMPANY	07/13/2011	CO	El Paso			TOWNSHIP 15 SOUTH, RANGE 63 WEST SECTION 26: NE4 EL PASO COUNTY, COLORADO

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050564318001	HUGH D SOLBERG ET AL	TRANSCONTINENT OIL COMPANY	06/13/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 26: SW4SW4 SECTION 33: NE4NE4 EL PASO COUNTY, COLORADO
050564319001	LINDA A KASKA	TRANSCONTINENT OIL COMPANY	06/13/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 35: W2NW4,NW4SW4 EL PASO COUNTY, COLORADO
050564320001	JAMES A SOLBERG	TRANSCONTINENT OIL COMPANY	06/13/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 35: SW4NE4,NE4SW4,NW4SE4 EL PASO COUNTY, COLORADO
050564321001	GREGORY L SOLBERG	TRANSCONTINENT OIL COMPANY	06/13/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 35: NE4SE4,SW4SE4 EL PASO COUNTY, COLORADO
050564322000	STEVEN A POLLOCK ET UX	TRANSCONTINENT OIL COMPANY	05/24/2011	CO	El Paso			TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 6: A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6 1,174.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING S 89°38'50" E ON THE NORTH LINE OF SAID NW4 1,566.39 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE S 89°39'23" E ON THE NORTH LINE OF THE W2E2 OF SAID SECTION 6 532.21 FEET; THENCE S 35°00' 43" W 1,369.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,250.00 FEET AN ARC DISTANCE OF 1,100.60 FEET WITH A CENTRAL ANGLE OF 50°26'53" WHICH CHORD BEARS N 80°12'44"W; THENCE N 15°26'53" W 988.71 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 7
050564323001	HUGH D SOLBERG	TRANSCONTINENT OIL COMPANY	06/13/2011	CO	El Paso			EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 26: SE4SW4 SECTION 35: E2NW4
050564324000	ALFIO L NIGRO	TRANSCONTINENT OIL COMPANY	06/01/2011	CO	El Paso			EL PASO COUNTY, COLORADO TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 01: A TRACT OF LAND LOCATED IN THE NW/4 OF SECTION 1 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NW4 FROM WHENCE THE NORTHWEST CORNER BEARS N 00°00'00"E A DISTANCE OF 646.94 FEET; THENCE S 88°09'14" W ALONG SAID SOUTH LINE A DISTANCE OF 2515.61 FEET TO A POINT ON THE SAID WEST LINE; THENCE N 00°00'00" E ALONG SAID WEST LINE A DISTANCE OF 646.95 FEET TO THE POINT OF BEGINNING EXCEPT ANY PORTION THEREOF CONTAINED IN DEED RECORDED MAY 21, 1999 AT RECEPTION NO 9908189, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EASTERLY 135 FEET OF THE N2NW4 AND THE N2S2NW4 OF SECTION 1, EL PASO COUNTY, COLORADO
050564326000	MICHAEL M FORCE ET UX	TRANSCONTINENT OIL COMPANY	04/28/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 35: N2N2NE4,N2S2NE4NE4 EL PASO COUNTY, COLORADO
050564327000	MICHAEL E SEERY ET UX	TRANSCONTINENT OIL COMPANY	03/15/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 30: A TRACT IN E2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE N 89°54'35" W 980.9 FEET FOR THE POINT OF BEGINNING; THENCE S 01°12'35" W 3,146.07 FEET; THENCE S 89°50'15" W 490.14 FEET; THENCE N 01°12'35" E 3,148.23 FEET THENCE S 89°54'35" E 490.09 FEET FOR THE POINT OF BEGINNING, ALSO KNOWN AS TRACT E;
050564328001	MONTY MEIKLEJOHN	TRANSCONTINENT OIL COMPANY	04/07/2011	CO	El Paso			EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 26: S2S2NW4 EL PASO COUNTY, COLORADO

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050564329001	MOUNTAINVIEW PROPERTIES	TRANSCONTINENT OIL COMPANY	04/06/2011	CO	El Paso			TOWNSHIP 12 SOUTH, RANGE 65 WEST SECTION 26: W2 SECTION 27: E2E2,E2W2E2 SECTION 32: THAT PART OF THE SEASE4 LYING NORTHWESTERLY OF VOLMER ROAD SECTION 34: E2E2
050564330001	PAUL C REDNER ET UX	TRANSCONTINENT OIL COMPANY	04/13/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 65 WEST SECTION 3: LOTS 1,2,S2NE4,SE4NW4,E2SW4,SE4 SECTION 8: NE4NE4 SECTION 9: THAT PART OF THE NW4NW4 LYING SOUTHWEST OF THE NEW ALIGNMENT OF MARKSHEFFEL ROAD SECTION 10: NW4NW4 EL PASO COUNTY, COLORADO
050564331000	SOLBERG GRAVEL LLC	TRANSCONTINENT OIL COMPANY	05/24/2011	CO	El Paso			TOWNSHIP 15 SOUTH RANGE 63 WEST SECTION 21: NW4 EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 21: NE4,E2NW4 EL PASO COUNTY, COLORADO
050564332000	ROBERT ALLEN SOLBERG	TRANSCONTINENT OIL COMPANY	05/24/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 20: NE4, LESS AND EXCEPT RANDY'S PLACE LOTS 1 AND 2, W2SE4 SECTION 31: N2SE4,N2SE4,THE WESTERLY 172.21 FEET OF THE NW4NE4,SWANE4 EXCEPT THE EASTERLY 90.01 FEET, EXCEPTING THAT PART CONVEYED BY 3504-141, ALSO THE EASTERLY 90.01 FEET OF THE SWANE4, SEANE4, EXCEPT THAT PART CONVEYED BY 3504-141 EL PASO COUNTY, COLORADO
050564333000	ERNEST T SHONTS ET AL	TRANSCONTINENT OIL COMPANY	05/12/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 31: A TRACT OF LAND IN THE W2 OF SECTION 31, AS CONVEYED IN THAT CERTAIN WARRANTY DEED DATED JULY 6, 2009 AND RECORDED JULY 9, 2009 AT RECEPTION NUMBER 20907926, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31, A DISTANCE OF 808.77 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 00 DEGREES 23 MINUTES 20 SECONDS WEST ON THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 562.93 FEET. THENCE SOUTH 89 DEGREES 43 MINUTES 17 SECONDS EAST, A DISTANCE OF 562.93 FEET. THENCE NORTH 89 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 2,708.84 FEET PRIOR TO THE POINT OF BEGINNING. *****ALSO SHOWN OF RECORD*****

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050564334000	CHAD E BURNSIDE ET UX	TRANSCONTINENT OIL COMPANY	06/14/2011	CO	El Paso	211069782		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 14: NW4NE4 EL PASO COUNTY, COLORADO
050564335000	JOHN C STEVENS	TRANSCONTINENT OIL COMPANY	07/08/2011	CO	El Paso	211083911		TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 31: A TRACT IN THE W2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION; THENCE N 00°23'20" E ON THE WEST LINE 2,578.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ON THE LAST MENTIONED COURSE 757.07 FEET; THENCE S 89°43'18" E 2,716.91 FEET, MORE OR LESS, TO A POINT ON THE NORTH-SOUTH CENTER LINE; THENCE S 0°01'19" E ON SAID NORTH-SOUTH CENTER LINE 767.00 FEET; THENCE N 89°30'45" W 2,722.40 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564336000	ROBERT DALZELL ET UX	TRANSCONTINENT OIL COMPANY	03/29/2011	CO	El Paso	211041828		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 11: A TRACT IN THE S2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11: THENCE S 89°54'57" W COINCIDENT WITH THE SOUTH LINE OF SAID SECTION 11 1,612.39 FEET THENCE: S 00°56'33"E 1,342.02 FEET; THENCE N 89°52'18" E 1,162.11 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE S 00°55'48" W 1,312.91 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 14 FALCON MEADOWS EL PASO COUNTY, COLORADO
050564337000	RANDOLPH W WALDMAN	TRANSCONTINENT OIL COMPANY	04/25/2011	CO	El Paso	211045337		TOWNSHIP 13 SOUTH RANGE 64 WEST SECTION 35: N2S2NW4NE4: S2S2N2NE EL PASO COUNTY, COLORADO
050564338000	RAYMOND A WHITE ET UX	TRANSCONTINENT OIL COMPANY	05/13/2011	CO	El Paso	211056001		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 23: S2S2NW4 EL PASO COUNTY, COLORADO
050564339000	RAYMOND C GREENBERG ET UX	TRANSCONTINENT OIL COMPANY	04/26/2011	CO	El Paso	211050654		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 17: NE4SE4 EL PASO COUNTY, COLORADO
050564340000	RICHARD H SPURGEON ET UX	TRANSCONTINENT OIL COMPANY	03/29/2011	CO	El Paso	211035386		TOWNSHIP 13 NORTH, RANGE 64 WEST SECTION 29: THAT PART OF THE SW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 29: THENCE N 00°08'56" E ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1,431.18 FEET; THENCE N89°16'18" E AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 1,171.71 FEET; THENCE S 03°46'30" W A DISTANCE OF 1,435.44 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE S 89°16'18" W ALONG THE SOUTHERLY LINE OF SAID SECTION 29 A DISTANCE OF 1,080.91 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THE SOUTHERLY 30 FEET AND THE WESTERLY 30 FEET IN ROADWAY EL PASO COUNTY, COLORADO
050564341000	RICHARD N BROWN ET UX	TRANSCONTINENT OIL COMPANY	05/02/2011	CO	El Paso	211046536		TOWNSHIP 13 NORTH, RANGE 65 WEST SECTION 24: NW4NE4, EXCEPT THE NORTHERLY 30.00 FEET FOR A ROAD EL PASO COUNTY, COLORADO
050564342001	ROBERT C NORRIS	TRANSCONTINENT OIL COMPANY	06/15/2011	CO	El Paso	211062249		TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 19: LOTS 1, 2, 3, 4 E2W2 SECTION 30: LOTS 1, 2, 3, 4 E2W2 TOWNSHIP 15 SOUTH, RANGE 65 WEST SECTION 25: S2N2, S2 SECTION 26: S2S2 SECTION 27: S2S2 EXCEPTING A 48.35 ACRE TRACT CONVEYED BY BOOK 2419-800 SECTION 33: NE4NE4, S2NE4, N2SE4, EXCEPTING A 10.50 ACRE TRACT CONVEYED BY BOOK 2419-800 SECTION 34: N2, N2SW4, SE4, EXCEPTING A .50 TRACT IN THE NORTHWEST CORNER CONVEYED BY BOOK 2419-800 SECTION 36: ALL EL PASO COUNTY, COLORADO

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050564343001	ROBERT K WEIR	TRANSCONTINENT OIL COMPANY	03/17/2011	CO	El Paso	211030895		TOWNSHIP 14 SOUTH RANGDE 65 WEST SEC 35:SE4,E2SW4
050564344000	RONALD R LOEHR ET UX	TRANSCONTINENT OIL COMPANY	02/10/2011	CO	El Paso	211023083		TOWNSHIP 15 SOUTH RANGE 65 WEST SEC 1: ALL SEC 2: E2,NW4,N2SW4,SE4SW4 SEC 3: E2NE4,NE4SE4 SEC 11:E2NW4,E2SW4,NW4,NE4SW4,NE4NW4SW4 SEC 12: E2, NW4,N2SW4,SE4SW4 SEC 13: NE4 EL PASO COUNTY, COLORADO
050564345000	SHAWN SHAFFER	TRANSCONTINENT OIL COMPANY	02/18/2011	CO	El Paso	211023922		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 22: NW4NE4 EL PASO COUNTY, COLORADO
050564346000	MOORE FAMILY 1991 TRUST ROY AN	TRANSCONTINENT OIL COMPANY	05/09/2011	CO	El Paso	211049440		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 22: LOT 11 SAGECREST FILING NO 1 EL PASO COUNTY, COLORADO
050564347000	SPRINGS EAST AIRPORT	TRANSCONTINENT OIL COMPANY	02/17/2011	CO	El Paso	211023084		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 35: E2NE4,SE4,E2SW4 EXCEPT THAT PART PLATTED TO SPRINGS AIRPORT FILING NO 1 & 2, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, THENCE N 89°57'16" E 1,320.00 FEET MORE OR LESS, FOR THE POINT OF BEGINNING, THENCE N 00°30'54" E 1,905.75 FEET, THENCE 89°57'16" E 802.50 FEET THENCE S 00°30'54" W 1,905.75 FEET, THENCE S 89°57'16" W 802.50 FEET TO THE POINT OF BEGINNING.
050564348000	TED W RUSH ET UX	TRANSCONTINENT OIL COMPANY	04/28/2011	CO	El Paso	211049441		ALSO COMMON SPACE SPRINGS EAST AIRPORT FILING NO. 1 LOT 3 SPRINGS EAST AIRPORT FILING NO 2, LOT 4 SPRINGS EAST AIRPORT FILING NO 2, LOT 6 SPRINGS EAST AIRPORT FILING NO 2, LOT 7 SPRINGS EAST AIRPORT FILING NO 2, EL PASO COUNTY, COLORADO TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 6: A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE S 00°09'54 W 444.77 FEET; THENCE S 82°25'26" E 1317.95 FEET; THENCE S 83°39'23" E 433.79 FEET; THENCE N 08°06'52" E 1312.10 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET AN ARC DISTANCE OF 923.44 FEET WHICH CHORD BEARS S 77°13'22" W; THENCE S 55°47'29" W 454.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET AN ARC DISTANCE OF 599.93 FEET WHICH CHORD BEARS S 72°58'41" W; THENCE N 89°50'06" W 100.81 FEET TO THE POINT OF BEGINNING ALSO KNOWN AS TRACT 5, EL PASO COUNTY, COLORADO

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050564349001	T-CROSS PROPERTIES LLC	TRANSCONTINENT OIL COMPANY	04/13/2011	CO	El Paso	211041826		TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 19, LOTS 1,2,3,4, E2W2 SECTION 30, LOTS 1,2,3,4,E2W2 SECTION 25: S2N2,S2 SECTION 26:S2S2 SECTION 27: S2S2 EXCEPTING A 48.36 ACRE TRACT CONVEYED BY BOOK2419-800 SECTION 33: NE4NE4,S2NE4,N2SE4, EXCEPTING A 10.50 ACRE TRACT CONVEYED BY BOOK 2419-800 SECTION 35: ALL EL PASO COUNTY, COLORADO
050564350000	THOUSAND HILLS LAND & CATTLE CO., L	TRANSCONTINENT OIL COMPANY	02/01/2011	CO	El Paso	211016026		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 14: S2E4 SECTION 23: N2NE4 SECTION 24: S2NW4,N2SE4 TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 4: LOT 1, A PORTION OF LOT 2 ALSO KNOWN AS E2E2NW4NE4 EL PASO COUNTY, COLORADO
050564351000	TODD W WEEEDA ET UX	TRANSCONTINENT OIL COMPANY	02/15/2011	CO	El Paso	211030469		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 29: A TRACT IN THE NW4 OF SAID SECTION 29 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89°48'14" E ALONG THE NORTH LINE OF SAID SECTION 29 1,262.52 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING S 89°48'14"E 1,268.91 FEET, S 03°22'54" W 1,276.54 FEET, N 89°48'14" W 1,196.81 FEET; THENCE N 00°08'56" E 1,276.56 FEET TO THE POINT OF BEGINNING EL PASO COUNTY, COLORADO
050564352001	ZELLA MCKEE	TRANSCONTINENT OIL COMPANY	03/07/2011	CO	El Paso	211031649		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 17: N2, N2SW4 EL PASO COUNTY, COLORADO
050564353000	ZENDA BROWN	TRANSCONTINENT OIL COMPANY	04/22/2011	CO	El Paso	211045334		TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 5: NW4SW4 EL PASO COUNTY, COLORADO
050564354001	PEASE FAMIL Y RANCH LLC	TRANSCONTINENT OIL COMPANY	03/14/2011	CO	El Paso	211032923		TOWNSHIP 15 SOUTH, RANGE 63 WEST SECTION 19: LOTS 2,3,4, SE4NW4,E2SW4 SECTION 30: S2 OF LOT 1, LOTS 2,3, S2NE4,S2N2NE4,S2NE4NW4,SE4NW4,NE4SW4,N2SE4 TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 24: W2NE4,E2NW4,SE4 SECTION 25: N2 EL PASO COUNTY, COLORADO
050564355000	RUTH D ANDERSON	TRANSCONTINENT OIL COMPANY	08/01/2011	CO	El Paso	211077063		TOWNSHIP 15 SOUTH, RANGE 64 WEST SECTION 5: LOT 1 RYAN SUBDIVISION EL PASO COUNTY, COLORADO
050564356000	RICARDO AND LYNNETTE GALLEGOS TRUST	TRANSCONTINENT OIL COMPANY	07/06/2011	CO	El Paso	211069780		TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 2: LOTS 1,2 AND THE S2NE4 EXCEPT THAT PART OF THE N2S2NE4 LYING EASTERLY OF THE EAST LINE OF LOG ROAD AS IT NOW EXISTS EL PASO COUNTY, COLORADO
050564357001	LARRY A AMUNDSON ET UX	TRANSCONTINENT OIL COMPANY	08/09/2011	CO	El Paso	211089031		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 34: THE NORTHERLY 35.10 ACRES OF SAID E2NE4 BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID E2NE4, ON THE WEST BY THE WEST LINE OF SAID E2NE4, ON THE EAST BY THE EAST LINE OF SAID E2NE4, ON THE SOUTH BY A LINE BEING PERPENDICULAR TO SAID EAST LINE OF THE E2NE4 EL PASO COUNTY, COLORADO
050564358000	RUSSELL M SOLBERG	TRANSCONTINENT OIL COMPANY	07/01/2011	CO	El Paso	211091942		TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 20: RANDY'S PLACE LOTS 1 AND 2 EL PASO COUNTY, COLORADO

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050564359000	JOHN D MCGRAY	TRANSCONTINENT OIL COMPANY	09/12/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 7: A TRACT OF LAND IN THE W2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE W4 CORNER OF SAID SECTION 7, THENCE S 00°00'7" W ALONG THE WEST LINE OF SAID SECTION 7 267.62 FEET; THENCE S 89°42'00" E PARALLEL WITH AND 267.82 FEET S OF THE EAST-WEST CENTER LINE OF SAID SECTION 7 1,590.52 FEET FROM THE POINT OF BEGINNING, THENCE N 00°27'14" E PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7 1,332.35 FEET; THENCE S 89°35'39" E BEING PARALLEL WITH END 252.71 FEET S OF THE NORTH LINE OF S2NW4 OF SAID SECTION 7 1,050.00 FEET TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7; THENCE S 00°27'14" W ALONG SAID NORTH-SOUTH CENTER LINE 1,062.69 FEET TO THE CENTER QUARTER OF SAID SECTION 7; THENCE CONTINUING ALONG THE NORTH-SOUTH CENTER LINE S 00°27'14" W 477.82 FEET; THENCE N 89°42'00" W PARALLEL WITH THE EAST-WEST CENTER LINE OF SAID SECTION 7 1,050.00 FEET; THENCE N 00°27'14" E PARALLEL WITH SAID NORTH-SOUTH CENTER LINE 210.00 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO

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050564360000	GERALD P BEAUMAN	TRANSCONTINENT OIL COMPANY	11/16/2011	CO	El Paso	21122212		<p>TOWNSHIP 13 SOUTH RANGE 64 WEST 6TH P.M. SECTION 17. THE W2SW4SE4, E2SE4SW4 EXCEPT THE W2W2E2SE4SW4 OF SECTION 17. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 17 AT A 1" IRON PIPE, AND TURNING AN ANGLE RIGHT OF 268°56'54" FROM THE WEST CENTERLINE; THENCE 1308.76 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS A 1" IRON PIPE; THENCE AN ANGLE RIGHT OF 91°07'49" FOR A DISTANCE OF 645.68 FEET TO A POINT; THENCE AN ANGLE RIGHT OF 268°55'51" FOR A DISTANCE OF 1317.23 FEET TO A POINT; THENCE AN ANGLE RIGHT OF 270°55'28" FOR A DISTANCE OF 644.26 FEET TO A POINT ON THE SOUTH CENTERLINE OF SECTION 17; THENCE AN ANGLE RIGHT OF 180°17'52" FOR A DISTANCE OF 511.30 FEET TO A POINT; THENCE AN ANGLE RIGHT OF 268°39'08" FOR A DISTANCE OF 1316.89 FEET TO A POINT; THENCE AN ANGLE RIGHT OF 271°07'13" FOR A DISTANCE OF 512.75 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION OF SECTION 17, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID W2W2E2SE4SW4 AND CONSIDERING THE EAST LINE OF SAID W2W2E2SE4SW4 TO BEAR SOUTH 00°11'17"11 WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE SOUTH 00°11'17" WEST ALONG SAID EAST LINE A DISTANCE OF 618.22 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 88°27'20" EAST A DISTANCE OF 448.51 FEET TO A POINT ON AN EXISTING FENCE, THENCE SOUTH 00°20'07" WEST ALONG SAID EXISTING FENCE AND THE EXTENSION OF SAID FENCE LINE A DISTANCE OF 695.37 FEET, MORE OR LESS TO THE SOUTH LINE OF THE SE4SW4, THENCE NORTH 88°27'20" WEST ALONG SAID SOUTH LINE A DISTANCE OF 446.72 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE W2W2E2SE4SW4, THENCE NORTH 00°11'17" EAST ALONG THE EAST LINE OF SAID W2W2E2SE4SW4 A DISTANCE OF 695.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF SECTION 17, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID W2W2E2SE4SW4 AND CONSIDERING THE EAST LINE OF SAID W2W2E2SE4SW4 TO BEAR SOUTH 00°11'17" WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE SOUTH 00°11'17"11 WEST ALONG SAID EAST LINE A DISTANCE OF 618.22 FEET, THENCE NORTH 88°27'20"11 WEST DISTANCE OF 482.11 FEET, THENCE NORTH 00°11'17" EAST PARALLEL WITH THE AFORESAID EAST LINE A DISTANCE OF 617.11 FEET MORE OR LESS TO THE NORTH LINE OF THE SE4SW4, THENCE SOUTH 88°34'56" EAST ALONG SAID NORTH LINE A DISTANCE OF 482.09 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY CONTAINED WITHIN GARRETT ROAD, SUNNYSLOPE ESTATES FILING NO. 1 RECORDED IN PLAT BOOK 1-2 AT PAGE 17, AND KRUEGER SUBDIVISION RECORDED JANUARY 30, 2002 AT RECEPTION NO. 202016035, COUNTY OF EL PASO, STATE OF COLORADO.</p>

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050564361000	CHERYL GILBERT	TRANSCONTINENT OIL COMPANY	05/03/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 24: NEANW4 EL PASO COUNTY, COLORADO
050564362000	WILLIAM R STUBER ET UX	TRANSCONTINENT OIL COMPANY	09/12/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 33: SW4NE4 EL PASO COUNTY, COLORADO
050564363000	WOL SON LEE	TRANSCONTINENT OIL COMPANY	09/07/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 11: A TRACT OF LAND IN THE SWANE4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER SECTION OF SECTION 11: THENCE NORTH 00°23'33" WEST 1,324.75 FEET; THENCE SOUTH 89°51'03" EAST 1,303.61 FEET; THENCE SOUTH 00°23'14" EAST 1,325.48 FEET; THENCE NORTH 89°49'07" WEST 1,303.50 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564364000	YVONNE J PRILLIMAN	TRANSCONTINENT OIL COMPANY	07/13/2011	CO	El Paso			TOWNSHIP 12 SOUTH, RANGE 64 WEST SECTION 26: A TRACT IN THE NW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 26: THENCE S 89°55'18" E ALONG THE NORTH LINE 1,509.45 FEET; THENCE S 00°14'40" E 1,347.61 FEET; THENCE N 89°55'18" W 847.75 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 26, 440.12 FEET; THENCE N 89°55'18" W 660.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26: THENCE N 00°19'00" W ALONG SAID WEST LINE 907.50 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564365000	GLEN A JARDON ET UX	TRANSCONTINENT OIL COMPANY	08/31/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 30: NE4 EL PASO COUNTY, COLORADO
050564366000	ROBERT A VAN DIEST, TRUSTEE	TRANSCONTINENT OIL COMPANY	08/31/2011	CO	El Paso			TOWNSHIP 15 SOUTH, RANGE 63 WEST SECTION 8: A TRACT OF LAND IN THE NW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW4 CORNER OF THE NW4 OF SAID SECTION: THENCE NORTH 89°23'07" EAST 1,047.29 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°23'07" EAST 1,047.29 FEET; THENCE SOUTH 01°02'48" EAST 1,475.81 FEET MORE OR LESS; THENCE SOUTH 89°31'03" WEST 1,046.40 FEET MORE OR LESS; THENCE NORTH 01°05'38" WEST 1,479.98 FEET MORE OR LESS TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO
050564367001	DONALD L NELSON ET UX	TRANSCONTINENT OIL COMPANY	10/12/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: SW4SW4 EL PASO COUNTY, COLORADO
050564368000	SAMUEL J SHAW	TRANSCONTINENT OIL COMPANY	10/12/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63, SECTION 12: SW4NW4 EL PASO COUNTY, COLORADO
050564369000	PAUL S OPLINGER ET UX	TRANSCONTINENT OIL COMPANY	10/11/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 29: A TRACT IN THE SE4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 29: THENCE N89°36'37"W, COINCIDENT WITH THE SOUTH LINE OF SECTION 29, A DISTANCE OF 1753.62 FEET TO THE POINT OF BEGINNING OF TRACT OF LAND DESCRIBED HEREIN; THENCE CONTINUING ON THE SAME COURSE, A DISTANCE OF 584.52 FEET; THENCE N00°49'25"E A DISTANCE OF 2642.98 FEET; THENCE S 89°32'53" E, COINCIDENT WITH THE EAST-WEST CENTERLINE OF SAID SECTION 29, A DISTANCE OF 580.75 FEET; THENCE S 00°44'31"W, A DISTANCE OF 2,642.32 FEET TO THE POINT OF BEGINNING. EL PASO COUNTY, COLORADO

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050564370000	ERIKA C MACIAS	TRANSCONTINENT OIL COMPANY	10/14/2011	CO	El Paso	211109794		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 29: A TRACT IN THE SW4 AND SE4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHEAST CORNER OF SAID SECTION 29: THENCE N 89°36'37"W 2,338.14 FEET FOR THE POINT FO BEGINNING; THENCE CONTINUE ON SAID COURSE 584.52 FEET; THENCE N 00°54'19" E 2,643.64 FEET; THENCE S 89°32'53" E 580.75 FEET; THENCE 00°49'25" W 2,642.98 FEET TO THE POINT OF BEGINNING ALSO KNOWN AS TRACT 5 EL PASO COUNTY, COLORADO
050564371001	K&M&L LLP	TRANSCONTINENT OIL COMPANY	06/21/2011	CO	El Paso	211081237		TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 8: THAT PORTION OF THE NW4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8: THENCE SOUTH 00°33'14" WEST ALONG LINE OF SAID NW4 1,269.02 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89°41'16" EAST 1,839.39 FEET; THENCE SOUTH 00°41'53" EAST 447.62 FEET; THENCE NORTH 65°10'33" WEST 1,886.79 FEET; THENCE NORTH 89°26'46" WEST 336.77 FEET TO A POINT ON SAID WEST LINE; THENCE 00°33'14" EAST ALONG SAID WEST LINE 60.00 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 28.
050564372000	TERRY L MASON ET UX	TRANSCONTINENT OIL COMPANY	07/27/2011	CO	El Paso	211089029		EL PASO COUNTY, COLORADO TOWNSHIP 15 SOUTH, RANGE 63 WEST SECTION 3: A TRACT OF LAND IN THE N2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER OF SAID SECTION 3: THENCE S 89°20'52" E 176.34 FEET FOR THE POINT OF BEGINNING; THENCE N 00°19'17" E 1,326.63 FEET; THENCE S 89°12'27" E 1,168.08 FEET; THENCE S 00°19'17" W 1,323.79 FEET THENCE N 89°20'52" W 1,168.07 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 5 AND A TRACT OF LAND IN THE N2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER OF SAID SECTION 3: THENCE S 89°20'52" E 2,933.41 FEET FOR THE POINT OF BEGINNING; W 1,210.93 FEET; THENCE N 89°20'52" W 1,167.30 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 7. AND ALSO A TRACT OF LAND IN THE N2 PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3: THENC S 89°20'52" E 4,100.71 FEET FOR THE POINT OF BEGINNING; THENCE N 00°19' 17" E 1,320.93 FEET; THENCE S 89°12'27" E 1,166.56 FEET; THENCE S 00°02'07" W 1,318.13 FEET THENCE; THENCE N 89°20'52" W 1,173.10 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS TRACT 9 EL PASO COUNTY, COLORADO

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050564373001	VIRGINIA H CALLEN ESTATE	TRANSCONTINENT OIL COMPANY	02/03/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 65 WEST SECTION 18: E2N4W4NE4;E2W2N4W4NE4 EL PASO COUNTY, COLORADO
050564374001	JOB LARRANAGA ET AL	TRANSCONTINENT OIL COMPANY	03/04/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 27: LOTS 1,2,3,4 OF THE LARRANAGA SUBDIVISION EL PASO COUNTY, COLORADO
050564375001	MAYNARD STECKLY AND FLOYD J MILLER	TRANSCONTINENT OIL COMPANY	02/16/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 32: A TRACT IN THE W2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE, N 00°23'20" ON THE WEST LINE OF SAID SECTION 1, 933.80 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ON THE LAST COURSE 644.50 FEET S 89°30'45" E 2,722.40 FEET; THENCE S 00°01'19" E ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 644.60 FEET; THENCE N 89°30'47" W 2,727.02 FEET TO THE POINT OF BEGINNING.
050564378000	HAROLD L DANIELS ET UX	TRANSCONTINENT OIL COMPANY	10/20/2011	CO	El Paso			EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 22: N4W4N4 EX PART TO COUNTY REC #204174087 EL PASO COUNTY, COLORADO
050564379000	CORRAL RANCHES DEVELOPEMENT	TRANSCONTINENT OIL COMPANY	09/01/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 31: THE WESTERLY 172.21 FEET OF THE N4W4NE4, S2NE4 EXCEPT THAT PART CONVEYED BY BOOK 3504 PAGE 141, N2SE4 EXCEPT A TRACT DESCRIBED AS FOLLOWS: PART OF THE SE4 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N 00°34'10" E 26.15 FEET FOR THE POINT OF BEGINNING; THENCE N 88°04'49" W 421.69 FEET; THENCE N 12°04'08" E 75.67 FEET TO A POINT ON THE NORTHERLY LINE OF THE SE4 OF SECTION 31; THENCE S 87°30'45" E ALONG SAID NORTHERLY LINE 428.90 FEET; THENCE S 00°34'10" W 1,282.62 FEET TO THE POINT OF BEGINNING.
050564389001	ESK DEVELOPMENT CO INC	TRANSCONTINENT OIL COMPANY	09/01/2011	CO	El Paso			SECTION 32: A TRACT LOCATED IN THE W2 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 2, CORRAL RANCHES FILING NUMBER 4; THENCE S 00°29'17" W 679.10 FEET; THENCE S 87°30'45" E 326.50 FEET; THENCE S 00°29'17" W 679.10 FEET; THENCE S 87°30'45" E 326.50 FEET; THENCE S 00°29'17" W 60.04 FEET; THENCE N 87°30'45" W 910.57 FEET TO THE WEST LINE OF SECTION 32; THENCE NORTHERLY ALONG SAID WEST LINE TO A POINT OF THE NORTH LINE OF SAID LOT 2 EXTENDING WEST TO SAID SECTION; THENCE EASTERLY ON SAID EXTENSION LINE TO THE POINT OF BEGINNING.
050564390000	ROGER MCLAUGHLIN ET AL	TRANSCONTINENT OIL COMPANY	08/25/2011	CO	El Paso			EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 32: W2NE4 LESS AND EXCEPT LOTS 1-13 IN CORRAL RANCHES SUBDIVISION FILING NO 10 SECTION 33: WEST 66.00 FEET OF THE E2SW4 EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 20: W2SW4, SE4SW4 EL PASO COUNTY, COLORADO

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050564391001	MICHAEL O PHELPS ET UX	TRANSCONTINENT OIL COMPANY	10/27/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 10: NE4SW4 EL PASO COUNTY, COLORADO
050564392000	JEREMIAH SEIBEL	TRANSCONTINENT OIL COMPANY	10/17/2011	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 18: LOT1, S 20 SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK D-4 AT PAGE 93 EL PASO COUNTY, COLORADO
050564393000	JERI BAUGHN-WARWICK	TRANSCONTINENT OIL COMPANY	11/09/2011	CO	El Paso			TOWNSHIP 13 SOUTH RANGE 64 WEST SECTION 23: SE4NE4 EL PASO COUNTY, COLORADO
050564394000	DAVID MORAVEK	TRANSCONTINENT OIL COMPANY	11/09/2011	CO	El Paso			TOWNSHIP 13 SOUTH RANGE 65 WEST SECTION 25: NW4SE4 EL PASO COUNTY, COLORADO
050564395001	DONALD F NELSON ET UX	TRANSCONTINENT OIL COMPANY	01/04/2012	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: E2W2S2S2 EL PASO COUNTY, COLORADO
050564396001	GARRY B SCRIBNER ET UX	TRANSCONTINENT OIL COMPANY	01/12/2012	CO	El Paso			TOWNSHIP 13, RANGE 64 WEST SECTION 34: A PORTION OF THE E2NE4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 00°40' 33" WEST ALONG THE AST LINE OF SAID SECTION 34, A DISTANCE OF 1171.23 FEET; THENCE NORTH 89° 19' 27" WEST PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 1315.37 FEET TO A POINT ON THE WEST LINE OF SAID E2NE4; THENCE NORTH 00° 42' 39" EAST ALONG SAID WEST LINE, A DISTANCE OF 1154.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°56'46" EAST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1314.44 FEET TO THE POINT OF BEGINNING AND ALSO NE4SE4, EXCEPT THAT PORTION THEREOF PLATTED AS CURTIS ESTATES RECORDED IN PLAT BOOK B-3 AT PAGE 10 OF SAID RECORDS AND ALSO NE4NE4 EXCEPTING THEREFROM THE NORTHERLY 35.10 ACRE OF THE E2NE4, BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID E2NE4, ON THE WEST BY THE WEST LINE OF SAID E2NE4, ON THE EAST SIDE BY THE EAST LINE OF SAID E2NE4 AND THE SOUTH BY A LINE BEING THE PERPENDICULAR TO SAID EAST LINE OF THE E2NE4 EL PASO COUNTY, COLORADO

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050564397001	ROBERT G VAN MALE ET UX	TRANSCONTINENT OIL COMPANY	01/30/2012	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 34: A PORTION OF THE E2NE4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 00°40'33" WEST ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 1171.23 FEET; THENCE NORTH 89°19'27" WEST PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 1171.23 FEET TO A POINT ON THE WEST LINE OF SAID E2NE4; THENCE NORTH 00°42'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 1154.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°56'46" EAST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1314.44 FEET TO THE POINT OF BEGINNING.
050564398000	SOLBERG LIVING TRUST	TRANSCONTINENT OIL COMPANY	02/15/2012	CO	El Paso			EL PASO COUNTY, COLORADO TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 35: SE4SE4 EL PASO COUNTY, COLORADO TOWNSHIP 14 SOUTH, RANGE 64 WEST
050564399000	LEO VERVERS TRUST	TRANSCONTINENT OIL COMPANY	02/24/2012	CO	El Paso			SECTION 13: ALL, EXCEPT THE E2NW4NW4, AND EXCEPT THE W2NE4NW4 SAID SECTION 13 CONTAINING 800 ACRES, MORE OR LESS  SECTION 14: ALL, EXCEPT THE PORTIONS OF ENOCH ROAD BEING FURTHER DESCRIBED AS FOLLOWS: A TRACT OF LAND DESCRIBED IN WARRANTY DEED FOUND IN BOOK 5010, PAGE 60, EL PASO COUNTY, COLORADO RECORDS, AS BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 3896, PAGE 1080 OF THE RECORDS FILED IN EL PASO COUNTY, COLORADO CLERK AND RECORDERS OFFICE, FROM WHICH THE NW CORNER OF SAID SECTION 14 BEARS N 01°13'25" W ALONG THE EAST LINE OF SAID SECTION 14; THENCE N 01°13'25" W ALONG THE EAST LINE OF SAID SECTION 14, 5,216.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 94; THENCE S 89°56'25" W ALONG SAID RIGHT-OF-WAY LINE 1,800.00 FEET FOR THE POINT OF BEGINNING; THENCE S 01°13'25" E 473.30 FEET; THENCE S 89°55'59" W 845.02; THENCE N 01°13'25" W 470.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE HIGHWAY 94; THENCE N 89°56'25" E 845.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING EL PASO COUNTY, COLORADO
050564400001	LR 320 PARTNERS LLC	TRANSCONTINENT OIL COMPANY	03/20/2012	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 63 WEST SECTION 13: S2 EL PASO COUNTY, COLORADO
050564401000	MICHAEL J NELSON	TRANSCONTINENT OIL COMPANY	02/17/2012	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: SW4SE4 EL PASO COUNTY, COLORADO

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050564403001	KATHRYN MYERS RICHARDSON	TRANSCONTINENT OIL COMPANY	02/18/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 5: LOTS 1 (39.82), 2 (39.77), 3 (39.73), 4 (39.68), S2NW4 SECTION 6: LOTS 1 (39.70), 2 (39.79), 3 (39.87), 4 (41.09), 5 (40.69), SE4NW4, S2NE4, SE4 EL PASO COUNTY, COLORADO
050564404000	STATE OF COLORADO 1570.11	TRANSCONTINENT OIL COMPANY	11/17/2011	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 64 WEST SECTION 16: ALL EL PASO COUNTY, COLORADO
050564425000	ERIC HENDERSON ET AL	TRANSCONTINENT OIL COMPANY	05/11/2012	CO	El Paso			TOWNSHIP 13 SOUTH, RANGE 64 WEST SECTION 21: S2NE4SW4, S2SW4 EL PASO COUNTY, COLORADO
050564428001	WINFRED C DAY ET UX	TRANSCONTINENT OIL COMPANY	07/18/2012	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 62 WEST SECTION 30: LOT 1, NE4NW4 TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: S2S2 EL PASO COUNTY, COLORADO
050564428002	VANCEL S FOSSINGER ET UX	TRANSCONTINENT OIL COMPANY	07/18/2012	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 62 WEST SECTION 30: LOT 1, NE4NW4 TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: S2S2 EL PASO COUNTY, COLORADO
050564428003	DANA B FORDYCE ET UX	TRANSCONTINENT OIL COMPANY	07/18/2012	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 62 WEST SECTION 30: LOT 1, NE4NW4 TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: S2S2 EL PASO COUNTY, COLORADO
050564428004	RONALD L MATHESON ET UX	TRANSCONTINENT OIL COMPANY	07/18/2012	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 62 WEST SECTION 30: LOT 1, NE4NW4 TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: S2S2 EL PASO COUNTY, COLORADO
050564428005	CLEM G ARMSTRONG III ET UX	TRANSCONTINENT OIL COMPANY	07/18/2012	CO	El Paso			TOWNSHIP 14 SOUTH, RANGE 62 WEST SECTION 30: LOT 1, NE4NW4 TOWNSHIP 14 SOUTH, RANGE 63 WEST SECTION 25: S2S2 EL PASO COUNTY, COLORADO

# GRANT OF RIGHT OF WAY

Randolph W. Waldman

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of ten dollars and other valuable considerations, hereby grants to **Mountain View Electric Association, Inc., a Colorado Corporation**, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, including the necessary steel and wood poles, conduits, wires, footings, guys, anchors, stubs and other equipment and fixtures, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such transformers, switch cabinets, voltage regulators and other above-ground apparatus, together with a telephone and/or telecommunications line (including but not limited to fiber optic cables) for use by Grantee, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along a strip of land twenty (20) feet in width owned by Grantor, located in the NE 1/4 of Section 35 Township 13 South, Range 64 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, described as follows:

An easement ten (10) feet either side of the power line and other fixtures as relocated in the northeast one-quarter of Section 35, Township 13 South, Range 64 West, County of El Paso, State of Colorado to provide service to the premises at 3250 Slocum Road, and to neighboring properties.

The Grantee shall have the right (1) to trim or cut down any trees and shrubbery on or adjacent to said strip of land, and to control the growth of same by machinery or otherwise; and (2) to remove and enjoin and restrain the placement of any objects or buildings or changes of grade which may interfere with the construction and operation of such lines.

Grantor further grants unto the Grantee the right, privilege and authority to grant, permit or license any other public utility, cable television or private communications company to occupy and maintain its facilities within, over, upon, under and along the above described strip of land.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs and assigns, not to change grade or erect any building or structure within the limits of said strip of land; and the Grantee, its successors and assigns, shall have the right, upon 10 days written notice to Grantor and AT THE EXPENSE OF GRANTOR (OR GRANTOR'S SUCCESSORS OR ASSIGNS), to remove objects or buildings interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and right-of-way in order to remove the interference.

The Grantor agrees that all poles, wires, cables and other facilities, including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his successors and assigns, to pass over said strip of land from one portion of the land to another, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to repair, replace or pay for any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing lawns, gardens or crops (not including trees unless specifically agreed to by a separate writing) that do not interfere with the operation and use of Grantee's lines and equipment, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor (or its successors or assigns), one by the Grantee and the third person by the two persons aforesaid; the award of such three persons to be final and conclusive.

The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs and assigns of the parties.

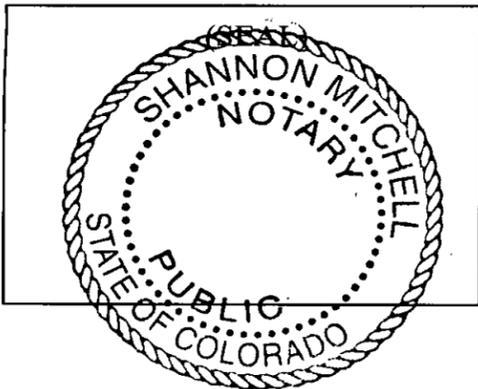
Executed this 6 day of JUNE, 2012.

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

Randolph W Waldman

The within instrument was acknowledged before me this 6<sup>th</sup> day of JUNE, 2012

by RANDOLPH W. WALDMAN as OWNER of PROPERTY LISTED ABOVE  
(Print the name(s) signed above)



WITNESS my hand and official seal

Account No. \_\_\_\_\_  
12-1058 an  
Work Order No. \_\_\_\_\_

Shannon Mitchell  
Notary Public  
210. CASCADE AVE SUITE 130  
Notary's Address COLORADO SPRINGS, CO 80903

My Commission Expires 12/13/15

WAYNE W. WILLIAMS  
07/17/2012 09:28:03 AM  
Doc \$0.00 Page  
Rec \$11.00 1 of 1

El Paso County, CO



# GRANT OF RIGHT OF WAY

Brian Holloway

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of ten dollars and other valuable considerations, hereby grants to **Mountain View Electric Association, Inc., a Colorado Corporation**, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy and the monitoring and control thereof, including the necessary steel and wood poles, conduits, wires, footings, guys, anchors, stubs and other equipment and fixtures, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such transformers, switch cabinets, voltage regulators and other above-ground apparatus, together with a telephone and/or telecommunications line (including but not limited to fiber optic cables) for use by Grantee, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along a strip of land twenty (20) feet in width owned by Grantor, located in the N 1/2 S 1/2 NW 1/4 NE 1/4, S 1/2 S 1/2 N 1/2 NE 1/4 of Section 35 Township 13 South, Range 64 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, described as follows:

An easement ten (10) feet either side of the power line and other fixtures as designed beginning at Mountain View Electric Association Inc. pole currently numbered 35 and extending in a northerly direction approximately 35 feet for a guy wire and anchor, then extending in a southerly direction approximately 200 feet, then westerly approximately 1050 feet to provide service to the premises at 3250 Slocum Road, 3250 Slocum Road Barn, and 3250 Slocum Road Stable, and to neighboring properties.

The Grantee shall have the right (1) to trim or cut down any trees and shrubbery on or adjacent to said strip of land, and to control the growth of same by machinery or otherwise; and (2) to remove and enjoin and restrain the placement of any objects or buildings or changes of grade which may interfere with the construction and operation of such lines.

Grantor further grants unto the Grantee the right, privilege and authority to grant, permit or license any other public utility, cable television or private communications company to occupy and maintain its facilities within, over, upon, under and along the above described strip of land.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs and assigns, not to change grade or erect any building or structure within the limits of said strip of land; and the Grantee, its successors and assigns, shall have the right, upon 10 days written notice to Grantor and AT THE EXPENSE OF GRANTOR (OR GRANTOR'S SUCCESSORS OR ASSIGNS), to remove objects or buildings interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and right-of-way in order to remove the interference.

The Grantor agrees that all poles, wires, cables and other facilities, including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

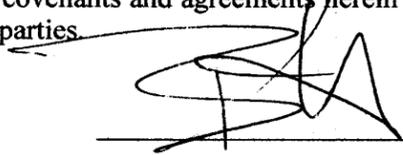
This grant is subject to the right of the Grantor, his successors and assigns, to pass over said strip of land from one portion of the land to another, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to repair, replace or pay for any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing lawns, gardens or crops (not including trees unless specifically agreed to by a separate writing) that do not interfere with the operation and use of Grantee's lines and equipment, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor (or its successors or assigns), one by the Grantee and the third person by the two persons aforesaid; the award of such three persons to be final and conclusive.

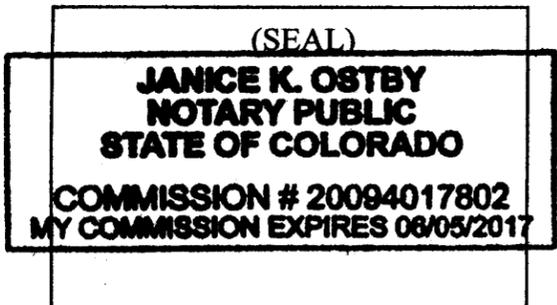
The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs and assigns of the parties.

Executed this 8<sup>th</sup> day of MAY, 2017

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

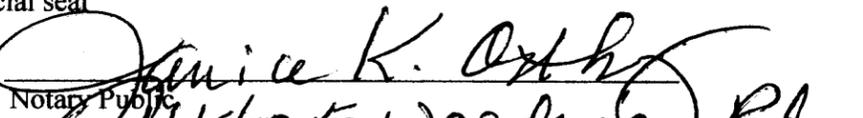
  
\_\_\_\_\_

The within instrument was acknowledged before me this 8<sup>th</sup> day of MAY, 2017  
by BRIAN HOLLOWAY as OWNER of PROPERTY  
(Print the name(s) signed above)



WITNESS my hand and official seal

17-1096, 1028 & 1029 jck  
Work Order No.

  
Notary Public  
11140 E Woodmen Rd  
Notary's Address Falcon, CO 80831

My Commission Expires \_\_\_\_\_

Chuck Broerman  
06/21/2017 03:38:38 PM  
Doc \$0.00 1  
Rec \$13.00 Page

El Paso County, CO  
  
217072481



# EL PASO COUNTY



COMMISSIONERS:  
DARRYL GLENN (PRESIDENT)  
MARK WALLER (PRESIDENT PRO TEMPORE)

STAN VANDERWERF  
LONGINOS GONZALEZ  
PEGGY LITTLETON

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
CRAIG DOSSEY, EXECUTIVE DIRECTOR

## REVOCATION OF AGRICULTURAL STRUCTURE EXEMPTION

November 2, 2018

Skeeter LLC  
121 S. Tejon Street, Suite 900  
Colorado Springs, CO 80903-2207

Current Tenant/Occupant  
3250 Slocum Road  
Peyton, CO 80831

Chuck Broerman  
11/06/2018 11:26:46 AM  
Doc \$0.00  
Rec \$13.00

1  
Page

El Paso County, CO



218129183

Re: Revocation of approval of File No. AG-17-34  
3250 Slocum Road, Peyton, CO 80831

To Whom It May Concern,

An Agricultural Structure Exemption from Building Code, File No. AG-17-34 was issued for the above property on April 19, 2017 for a barn and riding arena for personal use only. It has come to the attention of the El Paso County Planning and Community Development Department (PCD) that the structure in question is presently being used for commercially related uses; therefore the approval of File No. AG-17-34 is hereby revoked. The exemption from the building code is also hereby revoked. You are now required to obtain site plan approval from the El Paso County Planning and Community Development Department and a building permit from the Pikes Peak Regional Building Department. Please be advised that this letter will also be recorded with the El Paso County Clerk and Recorder to rescind, if any, previously recorded Agricultural Structure Exemption from Building Code.

A building permit and approved site plan must be obtained by November 23, 2018 to avoid code enforcement action. If you disagree with this decision, you may appeal to the Board of County Commissioners by contacting the Planning and Community Development Department at 719-520-6300.

Thank you,

Craig Dossey  
Executive Director  
Planning and Community Development

Cc: Pikes Peak Regional Building Department  
El Paso County Assessor's Office

2880 INTERNATIONAL CIRCLE, SUITE 110  
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127  
FAX: (719) 520-6695

<b>DISTRICT COURT, EL PASO COUNTY, COLORADO</b> 270 S. Tejon P.O. Box 2980 Colorado Springs, CO 80901 (719) 452-5000	DATE FILED: April 2, 2018 2:52 PM FILING ID: B4B97BE111DA9 CASE NUMBER: 2018CV30776
<b>Plaintiff:</b>  WELLS FARGO BANK, N.A., a Co-Personal Representative of the Estate of Inez S. Cardinale  v.  <b>Defendants:</b>  BRIAN J. HOLLOWAY and JANE DOE HOLLOWAY; and LINDA CROWE and JOHN DOE CROWE; SKEETER, LLC, a Colorado Limited Liability Company	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p> <hr/> Case No.: 2018CV030776  Division: 2
<b>Attorney for Plaintiff:</b>  Timothy G. O'Neill, Esq., Atty, Reg. 17311 Snell & Wilmer L.L.P. 1200 17 <sup>th</sup> Street, Suite 1900 Denver, Colorado 80202 Telephone: (303) 634-2000 Facsimile: (303) 634-2020 E-mail: toneill@swlaw.com	
<b>NOTICE OF LIS PENDENS</b>	

PLEASE TAKE NOTICE THAT on April 2, 2018 an action was commenced by the undersigned in the above-captioned matter and is pending in the Court named above. The following are all the names of the parties to said suit:

Plaintiff:

WELLS FARGO BANK, N.A., a Co-Personal Representative of the Estate of Inez S. Cardinale

Defendants:

BRIAN J. HOLLOWAY and JANE DOE HOLLOWAY; and LINDA CROWE and JOHN DOE CROWE; SKEETER, LLC, a Colorado Limited Liability Company.

The legal description of the real estate situated in El Paso County, Colorado that is involved in said suit is commonly known as 3250 Slocum Road, Peyton, El Paso County, Colorado. The legal description for said property is N2S2NW4NE4, S2S2N2NE4 SEC 35-13-64.

Respectfully submitted this 2nd day of April, 2018.

SNELL & WILMER L.L.P.

By: *s/Timothy G. O'Neill*

Timothy G. O'Neill  
1200 17<sup>th</sup> Street, Suite 1900  
Denver, Colorado 80202  
Telephone: (303) 634-2000  
Facsimile: (303) 634-2020

*Counsel for Co-Personal  
Representative Wells Fargo Bank, N.A.*

~~After Recording Return To:~~

THE MONEY SOURCE INC.  
135 MAXESS ROAD  
MELVILLE, NEW YORK 11747  
Loan Number: 8022671  
Case Number: 39-39-6-1213563

RETURN TO:  
WORLDWIDE RECORDING, INC.  
9801 LEGLER RD  
LENEXA, KS 66219  
1-800-316-4682

[Space Above This Line For Recording Data]

19WR03276

## DEED OF TRUST

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

MIN: 100492500080226717

MERS Phone: 888-679-6377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated MARCH 9, 2019, together with all Riders to this document.

(B) "Borrower" is PRESTON M BAXTER AND ANDREA L BAXTER, NOT IN TENANCY BUT IN JOINT TENANCY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is THE MONEY SOURCE INC.

Lender is a NEW YORK CORPORATION organized

and existing under the laws of NEW YORK

Lender's address is 135 MAXESS ROAD, MELVILLE, NEW YORK 11747

(D) "Trustee" is the Public Trustee of EL PASO County, Colorado.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated MARCH 9, 2019

The Note states that Borrower owes Lender TWO HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED FORTY-NINE AND 00/100 Dollars (U.S. \$ 261,349.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2049

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider                              |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Biweekly Payment Rider                                      |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Second Home Rider   |
| <input type="checkbox"/> Condominium Rider     | <input checked="" type="checkbox"/> Other(s) [specify]<br>VA Assumption Policy Rider |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of

EL PASO :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

A.P.N. : 65132-18-024

which currently has the address of

310 PUCKET CIR

[Street]

COLORADO SPRINGS

, Colorado

80911

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other

instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow

Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of

any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or

restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security

Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights

and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property; Acceleration; Assumption.** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) **Funding Fee:** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument,

shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

(b) **Processing Charge:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **Indemnity Liability Assumption:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that

alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice

to Borrower as provided in Section 14. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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**NOTICE TO BORROWER**

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
PRESTON M BAXTER (Seal)  
-Borrower

  
\_\_\_\_\_  
ANDREA L BAXTER (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:  
  
\_\_\_\_\_

Witness:  
  
\_\_\_\_\_

[Space Below This Line For Acknowledgment]

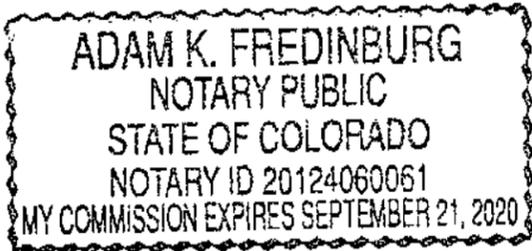
State of COLORADO

County of EL PASO

The foregoing instrument was acknowledged before me this March 9, 2019

by PRESTON M BAXTER AND ANDREA L BAXTER

  
Signature of Person Taking Acknowledgment



Adam K. Fredinburg  
Title

20124060061  
Serial Number, if any

(Seal)

My commission expires: 9/21/2020

Loan Number: 8022671  
Case Number: 39-39-6-1213563

## VA ASSUMPTION POLICY RIDER

# THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 9th day of MARCH, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to THE MONEY SOURCE INC.

("Mortgagee") and covering the property described in the Instrument and located at:

310 PUCKET CIR, COLORADO SPRINGS, COLORADO 80911

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

**(A) ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

**(B) ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumptions and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies.

**(C) ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

  
\_\_\_\_\_  
PRESTON M BAXTER (Seal)  
Mortgagor

  
\_\_\_\_\_  
ANDREA L BAXTER (Seal)  
Mortgagor

\_\_\_\_\_  
(Seal)  
Mortgagor

\_\_\_\_\_  
(Seal)  
Mortgagor

\_\_\_\_\_  
(Seal)  
Mortgagor

\_\_\_\_\_  
(Seal)  
Mortgagor

Legal Description  
(Exhibit A)

19NL01570

6513218024

All the real property together with any improvements thereon, located in the County of El Paso and State of Colorado described as follows:

Lot 10, Block 4, Fountain Valley Ranch Subdivision Filing No. 1, County of El Paso, State of Colorado.

Subject to all easements, reservations, covenants, conditions, agreements of record if any.

Being the same premises as conveyed in Deed from High Altitude Real Estate, LLC, a Colorado limited liability company recorded 04/08/2016 in Document Number 216035907 in said County and State.

Commonly known as: 310 Pucket Cir., Colorado Springs, CO 80911

WARRANTY DEED

THIS DEED, made this 18<sup>th</sup> day of March, 2017, between Linda Crowe of the County of El Paso and State of Colorado, grantor(s), and Brian Holloway whose legal address is 3250 Slocum Road, Peyton, CO 80831

of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, 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 grantees, their heirs and assigns forever, IN SEVERALTY, 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:

Parcel A:

The South half of the South half of the North half of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of th 6th Principal Meridian, County of El Paso, State of Colorado.

Parcel B:

The North half of the South half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of the 6th Principal Meridian, County of El Paso, State of Colorado.

also known by street and number as: 3250 Slocum Road, Peyton, CO 80831

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(s), 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 grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he 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 general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their 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.

*Linda Crowe*  
Linda Crowe

State of Colorado

County of El Paso

}  
}  
} ss.  
}

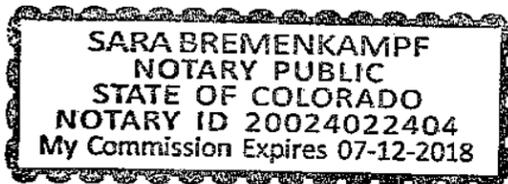
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2017, by Linda Crowe.

My Commission expires:

Witness my hand and official seal.

*[Signature]*  
Notary Public

Doc Fee: \$0.00



**Recording Requested By:**  
**When Recorded Return to:**  
Anderson Business Advisors, PLLC  
732 Broadway, Suite 201  
Tacoma, Washington 98402

**And Mail Tax Statement To:**  
Skeeter, LLC  
3225 McLeod Drive, Suite 777  
Las Vegas, Nevada 89121

Chuck Broerman  
02/08/2018 09:43:10 AM  
Doc \$0.00  
Rec \$18.00

El Paso County, CO



2  
Pages  
**218014923**

## Warranty Deed

**THIS DEED**, Made this 28th day of DECEMBER, 2017, between **Brian Holloway**, of the City of Peyton, County of El Paso and State of Colorado, grantor, and **Skeeter, LLC**, a Colorado limited liability company, whose legal address is 121 South Tejon Street, Suite 900, Colorado Springs, Colorado 80903 of the County of El Paso and State of Colorado, grantee:

**WITNESS**, that the grantor, for and in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, 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 grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the said County of El Paso and State of Colorado described as follows:

**Parcel A:**

**The South half of the South half of the North half of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of the 6th Principal Meridian, County of El Paso, State of Colorado.**

**Parcel B:**

**The North half of the South half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 13 South, Range 64 West of the 6th Principal Meridian, County of El Paso, State of Colorado.**

also known by street and number as: **3250 Slocum Road, Peyton, Colorado 80831**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto 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.

