

**Unified Title Company, LLC**  
**101 S. Sawatch Street, Suite 110**  
**Colorado Springs, CO 80903**  
Phone: **719-578-5900**  
Fax:

**Transmittal Information**

Date: 09/02/2021  
File No: 85395UTC  
Property Address: 17104 Goshawk Road E., Colorado Springs, CO 80908  
Buyer\Borrower: For Information Only  
Seller: Deborah L. Ritchey and Edward D. Ritchey

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For changes and updates please contact your Title officer:

**Erin Smith**  
**Unified Title Company, LLC**  
**c/o Stewart Title Southern Colorado Production Services**  
Phone: **719-578-5900**  
Fax:

E-mail: **Erin.Smith@stewart.com**

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**Customer:**  
**Deborah Ritchey**  
**17104 Goshawk Rd. E**  
**Colorado Springs, CO 80908**  
**Phone: 303-590-8938 Fax:**  
**Attn: Deborah Ritchey**  
**DELIVERED VIA: E-MAIL**

**Buyer:**  
**For Information Only**  
  
**DELIVERED VIA: AGENT**

**Seller:**  
**Deborah L. Ritchey and Edward D. Ritchey**  
**17104 E. Goshawk Road**  
**Colorado Springs, CO 80908**  
**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 Unified Title Company, LLC.**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**



101 S. Sahwatch Street, Suite 110, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax:

## 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 Form**

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**



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

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

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

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature

A handwritten signature in black ink, appearing to read "E. Smith".

Authorized Signatory

**Unified Title Company, LLC** (Company)  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO

A handwritten signature in black ink, appearing to read "F. H. Eppinger".  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEOA handwritten signature in black ink, appearing to read "Denise Carraux".  
\_\_\_\_\_  
Denise Carraux  
Secretary



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires 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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. 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.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



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

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Stewart Title Guaranty Company***SCHEDULE A**1. Effective Date: **August 5, 2021, 07:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy  
 Proposed Insured: **For Information Only**  
 Proposed Policy Amount:

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

<i>To Be Determined End</i>	\$	<b>300.00</b>
<b>Total:</b>	\$	<b>300.00</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:  
**Deborah L. Ritchey and Edward D. Ritchey**

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

For Informational Purposes Only: **17104 Goshawk Road E., Colorado Springs, CO 80908**  
 APN: **5123000017**

Countersigned  
 Unified Title Company, LLC

By:


**Erin Smith**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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.*

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**EXHIBIT "A"**

**The North half of the Northwest quarter of the Southeast quarter of Section 23, Township 11 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado.  
Together with a non-exclusive easement for roadway purposes as described in Grant of Easement recorded in [Book 2385 at Page 20](#) in the records of El Paso County, Colorado.**

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## COMMITMENT FOR TITLE INSURANCE

Issued by

*Stewart Title Guaranty Company*

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**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. **Any assessment or lien of Cherry Creek Soil Conservation District as disclosed by the instrument recorded December 3, 1945 at [Reception No. 725554](#) in [Book 957](#) at [Page 289](#) and by instrument recorded November 15, 1974 in [Book 2719](#) at [Page 740](#).**
10. **Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Reciprocal Easement, recorded March 16, 1970 in [Book 2335](#) at [Page 440](#) and re-recorded July 28, 1970 in [Book 2356](#) at [Page 170](#).**
11. **Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Easement, recorded January 18, 1971 in [Book 2385](#) at [Page 20](#).**

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12. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded July 12, 1971 in [Book 2421 at Page 310](#) and Affidavit thereto recorded February 15, 1972 in [Book 2467 at Page 838](#) and any and all amendments and/or supplements thereto.
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded July 20, 1973 in [Book 2606 at Page 860](#).
14. Oil and gas lease recorded November 5, 1973 in [Book 2634 at Page 536](#), and any interests therein or rights thereunder.
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded January 31, 2008 at [Reception No. 208011926](#).
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Agricultural Structure Exemption from the Building Code Affidavit recorded October 19, 2020 at [Reception No. 220166722](#).
17. Terms, agreements, provisions, conditions, obligations and easements as contained in Agricultural Structure Exemption from the Building Code Affidavit recorded November 4, 2020 at [Reception No. 220178544](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Order for Colorado Ground Water Commission recorded January 11, 2021 at [Reception No. 221004753](#).
19. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 21-317 recorded August 11, 2021 at [Reception No. 221152137](#).

**FOR INFORMATIONAL PURPOSES ONLY:**

20. Deed recorded March 2, 2020 as [Reception No. 220030018](#).
21. Deed of Trust from Deborah L. Ritchey and Edward D. Ritchey, for the use of Mortgage Electronic Registration Systems, Inc., a Delaware corporation acting solely as nominee for Home Mortgage Alliance, LLC, to secure \$645,000.00 dated February 28, 2020 recorded March 2, 2020 at [Reception No. 220030019](#).

**PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).**

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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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## DISCLOSURES

File No.: 85395UTC

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

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

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Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 85395UTC

CO Commitment Disclosure



## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

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

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

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

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

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

# Privacy Notice for California Residents

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

## Information Stewart Collects

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

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

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

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender	YES

California or federal law.	identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

#### Use of Personal Information

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

- To fulfill or meet the reason for which the information is provided.

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

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

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

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

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

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

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

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

### Consumer Rights and Choices

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

#### Access to Specific Information and Data Portability Rights

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

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

## Deletion Request Rights

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

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

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

## Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

### Response Timing and Format

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

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

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

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

### Non-Discrimination

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

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

### Changes to Our Privacy Notice

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

### Contact Information

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

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

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

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

Postal Address: Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**



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

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

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

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A handwritten signature in black ink, appearing to read "Stewart Morris Jr.", written over a horizontal line.

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font with a registered trademark symbol (®), and "title guaranty company" in a smaller, lowercase, sans-serif font below it.

A handwritten signature in black ink, appearing to read "Malcolm S. Morris", written over a horizontal line.

President

Issued through the Office of:  
**Unified Title Company, LLC**  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires 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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. 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.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



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

## DISCLOSURES

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

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

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Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



101 S. Sawatch Street, Suite 212, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax: 719-578-5060

## 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.

# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

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

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

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

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

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

JAN 18 1971

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BOOK 2385 PAGE 20

GRANT OF EASEMENT

WHEREAS, the undersigned has an interest, as record owner, in a certain tract of land located in Section 23, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado.

WHEREAS, the undersigned is desirous of creating a non-exclusive easement as a burden upon said tract of land and for the benefit of all those persons having an interest, either as record owner or contract purchaser, in said Section 23.

NOW THEREFORE the undersigned hereby sells, grants, quitclaims to said persons the following real property in the County of El Paso, State of Colorado, to wit:

A non-exclusive easement for roadway purposes over and across the following described tract:

A tract of land in Section 23, Township 11 South, Range 65 West of the 6th P.M. in El Paso County, Colorado, being 20 feet on each side of a centerline described as follows: Commencing at the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 23; thence S 0° 14' 29" E (John Drury's survey dated August 19, 1965) 656.95 feet on the West line thereof to the Northwest corner of the South half of the Northeast quarter of the Southeast quarter of said Section 23 and the point of beginning of the aforesaid centerline; thence continuing S 0° 14' 29" E 86.34 feet to the P.C. of a curve to the left whose radius is 183.70 feet, through a central angle of 57° 07' 30" an arc distance of 183.15 feet; Thence on the forward tangent to the last mentioned curve S 57° 21' 59" E 79.81 feet to the P.C. of a curve to the right whose radius is 259.16 feet, through a central angle of 42° 12' an arc distance of 190.88 feet; thence on the forward tangent to the last mentioned curve, S 15° 09' 59" E 43.80 feet to the P.C. of a curve to the right whose radius is 224.60 feet, through a central angle of 48° 00' an arc distance of 188.16 feet; thence on the forward tangent to the last mentioned curve, S 32° 50' 01" W 398.70 feet to the P.C. of a curve to the left whose radius is 406.11 feet, through a central angle of 27° 40' an arc distance of 196.10 feet; thence on the forward tangent to the last mentioned curve, S 5° 10' 01" W 389.05 feet to the P.C. of a curve to the right whose radius is 1038.65 feet, through a central angle of 10° 59' 56" an arc distance of 199.39 feet; thence on the forward tangent to the last mentioned curve, S 16° 09' 56" W 224.02 feet to intersect the South line of said Section 23 at a point thereon that is 1503.14 feet S 89° 08' 21" W of the Southeast corner of said Section 23

Signed and delivered this 7th day of January, 1971.

F. R. Potter  
F. R. Potter

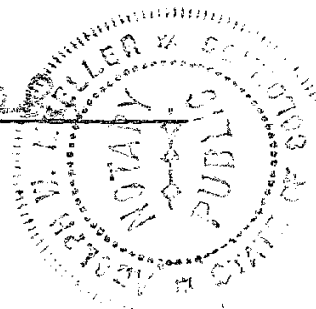
STATE OF COLORADO)  
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 7th day of January, 1971, by F. R. Potter.

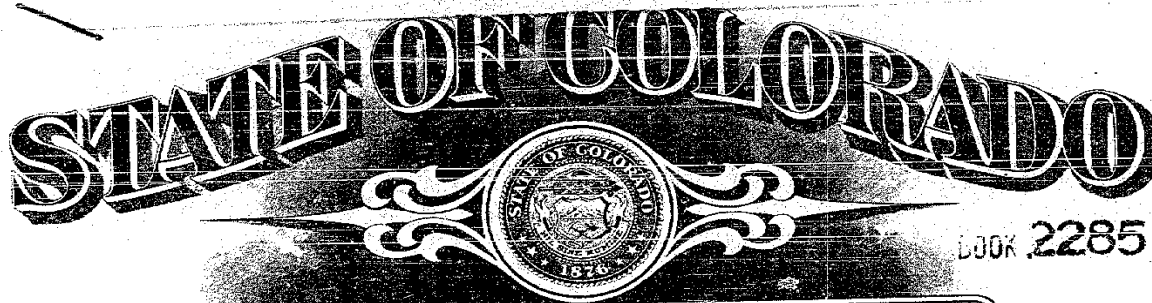
Witness my hand and official seal.

My commission expires: My Commission expires Oct. 27, 1973

Notary Public



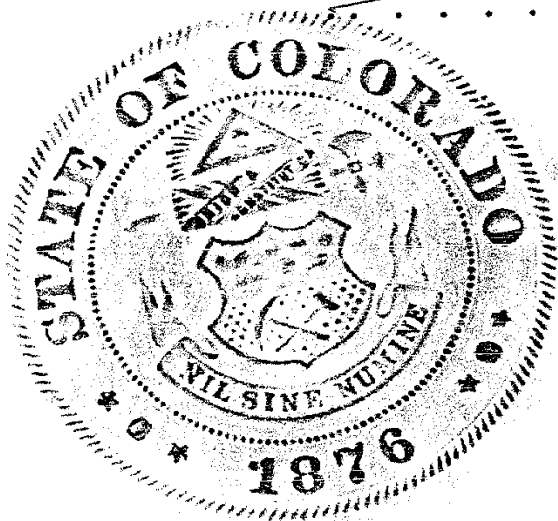




UNITED STATES OF AMERICA, } ss.  
STATE OF COLORADO.

**CERTIFICATE.**

*I, George J. Baker, Secretary of*  
*State of the State of Colorado, do hereby certify that*  
according to the records of this office, CHERRY CREEK  
SOIL CONSERVATION DISTRICT, which was declared a  
lawful Soil Conservation District on May 5, 1943,  
and WEST PLUM CREEK SOIL EROSION DISTRICT which was  
declared a lawful Soil Erosion District on February  
7, 1940, were consolidated under the provisions of  
128-1-19, Colorado Revised Statutes 1953, and under  
the name of DOUGLAS COUNTY SOIL CONSERVATION DISTRICT,  
and I do further certify the lawful organization of  
such consolidated district this fifteenth day of  
September, A. D. 1960.



IN TESTIMONY WHEREOF *I have hereunto*  
*set my hand and affixed the Great*  
*Seal of the State of Colorado, at the*  
*City of Denver, this* --- FIFTEENTH ---  
*day of* --- SEPTEMBER --- A. D. 1960

*Geo. J. Baker*  
SECRETARY OF STATE.  
BY *F. J. Serafini* DEPUTY.

## LEGAL DESCRIPTION OF THE DOUGLAS COUNTY SOIL CONSERVATION DISTRICT (Cont'd)

All lands lying within incorporated municipalities, industrial or commercial areas or other areas such as townsites, subdivisions, or unincorporated town are expressly excluded from the proposed Douglas County Soil Conservation District.

Said areas include the incorporated town of Castle Rock, and the following described lands within townsites, subdivisions, or unincorporated towns:

SW $\frac{1}{4}$  Sec. 34, T6S, R6W, known as Kelly.

SW $\frac{1}{4}$  Sec. 13 and SE $\frac{1}{4}$  Sec. 14, T7S, R6W, lying south of the U.S. Highway 83, known as Sedalia.

N $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$ , and NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 25, T10S, R70W;  $\frac{1}{2}$  NE $\frac{1}{4}$ , S $\frac{1}{2}$  SW $\frac{1}{4}$ , and W $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 30, T10S, R69W, known as Remberton.

W $\frac{1}{2}$  NW $\frac{1}{4}$  and NW $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 1, T10S, R70W, known as Northwest Creek.

That portion of NE $\frac{1}{4}$  SE $\frac{1}{4}$  and NE $\frac{1}{4}$  Sec. 13; and SE $\frac{1}{4}$  Sec. 12, T8S, R70W lying east of the South Platte River, known as Hightower.

NE $\frac{1}{4}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 35, and S $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 26, T9S, R70W, known as Given.

W $\frac{1}{2}$ , W $\frac{1}{2}$  E $\frac{1}{2}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 4, E $\frac{1}{2}$  Sec. 5, T7S, R68W; S $\frac{1}{2}$  SE $\frac{1}{4}$  Sec. 28, T6S, R68W; E $\frac{1}{2}$  Sec. 32, T6S, R68W; W $\frac{1}{2}$ , NE $\frac{1}{4}$ , N $\frac{1}{2}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 33, T6S, R68W, known as Louviers (340 Acres includes industrial and residential areas).

In SW $\frac{1}{4}$  NW $\frac{1}{4}$  and W $\frac{1}{2}$  SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 14, T10S, R67W, known as Greenland.

That portion of the NW $\frac{1}{4}$  Sec. 38, T9S, R67W lying between the rights-of-way of the D&RGW Railroad and the AT&SF Railway known as Larkspur.

Part of SE $\frac{1}{4}$ , Sec. 7, T6S, R66W known as Enchantment.

W $\frac{1}{2}$  SE $\frac{1}{4}$ , Sec. 12, T6S, R66W known as Riverside Acres.

NE $\frac{1}{4}$  Sec. 22, T6S, R66W, and certain lands in the NW $\frac{1}{4}$  Sec. 22, T6S, R66W as shown on the plat of the town-site in the office of the County Assessor known as Parker.

Franktown.

Also exclude all incorporated municipalities and areas devoted exclusively to commercial or industrial uses.

The total area of the consolidated district is 550,500 acres more or less.

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LEGAL DESCRIPTION OF THE DOUGLAS COUNTY SOIL CONSERVATION DISTRICT  
 (CONSOLIDATION OF THE WEST PLUM CREEK AND CHERRY CREEK SCD's)

All of Douglas County, Colorado, and also including the following parcels of land located in Arapahoe, Elbert, and El Paso Counties:

All lands west of the natural divide of Cherry Creek and Boxelder Creek in Section 22, 27, 34, T7S, R65W; Sections 3, 10, 15, 22, 34, T6S, R65W; Sections 3, 10, 11, 14, 15, 22, 23, 27, 34, T9S, R65W; Sections 3, 10, 15, T10S, R65W.

Also in T5S, R65W

$\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 30; W $\frac{1}{2}$  Sec. 31

T6S, R65W

All of Sec. 3

T7S, R65W

NW $\frac{1}{4}$  Sec. 10

T11S, R65W

Secs. 2, 3, 4, 5, 6, 7, 10, 15, 16, 19, 20, 21, 22, 23, 28, 29, 30, 31. E $\frac{1}{2}$ , NW $\frac{1}{4}$ , W $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 8; N $\frac{1}{2}$ , SE $\frac{1}{4}$ , N $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 9; Sec. 11 except SE $\frac{1}{4}$  SE $\frac{1}{4}$ ; E $\frac{1}{2}$  NW $\frac{1}{4}$  Sec. 14; SE $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , W $\frac{1}{2}$  NW $\frac{1}{4}$  Sec. 17; N $\frac{1}{2}$ , W $\frac{1}{2}$  SW $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 18; NW $\frac{1}{4}$ , N $\frac{1}{2}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 32; N $\frac{1}{2}$  NE $\frac{1}{4}$  Sec. 33.

T11S, R66W

Secs. 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25; E $\frac{1}{2}$  SE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 7; Sec. 8 except NW $\frac{1}{4}$  NW $\frac{1}{4}$ ; N $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$  Sec. 17, SE $\frac{1}{4}$  Sec. 20; N $\frac{1}{2}$  NW $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$ , W $\frac{1}{2}$  NE $\frac{1}{4}$  Sec. 27.

T11S, R67W

NE $\frac{1}{4}$  Sec. 1

EXCEPT THE FOLLOWING EXCLUSIONS:

The following areas in Douglas County are excluded from the proposed consolidated district:

T9S, R66W

SW $\frac{1}{4}$ , W $\frac{1}{2}$  NW $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$ , SW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 18; N $\frac{1}{2}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$ , S $\frac{1}{2}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 19; NW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 20; SW $\frac{1}{4}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 27. Sec. 28 except SW $\frac{1}{4}$  SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ , W $\frac{1}{2}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 29; Secs. 30 and 31; Sec. 32 except NE $\frac{1}{4}$  NE $\frac{1}{4}$ ; Sec. 33 except NW $\frac{1}{4}$  NW $\frac{1}{4}$  and E $\frac{1}{2}$  NE $\frac{1}{4}$ .

T10S, R66W

NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$ , S $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , SW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 4; Secs. 5, 6, 7, 8, 16, 17, 18; Sec. 9 except E $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , W $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 19; Sec. 31 within Plum Creek Drainage.

T9S, R67W

SE $\frac{1}{4}$  Sec. 13; SW $\frac{1}{4}$  and S $\frac{1}{2}$  NW $\frac{1}{4}$  within Plum Creek Drainage, SE $\frac{1}{4}$  Sec. 25; SE $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , S $\frac{1}{2}$  SW $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 26; SE $\frac{1}{4}$  Sec. 27; Sec. 33 except S $\frac{1}{2}$  SW $\frac{1}{4}$ ; Secs. 34, 35, 36.

T10S, R67W

Secs. 1, 2, 12, 13, 16, 18, 24, 31, E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  East of RR right-of-way, E $\frac{1}{2}$  Secs. 3; W $\frac{1}{2}$  NE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 4; E $\frac{1}{2}$  SW $\frac{1}{4}$  within East Plum Creek drainage in Sec. 7; S $\frac{1}{2}$  SE $\frac{1}{4}$  Sec. 8; S $\frac{1}{2}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$  Sec. 9; Secs. 10 and 15 west of State Highway 393; Sec. 11 east of RR right-of-way; NW $\frac{1}{4}$  east of RR right-of-way; and N $\frac{1}{2}$  NE $\frac{1}{4}$  Sec. 14; NE $\frac{1}{4}$ , E $\frac{1}{2}$  SE $\frac{1}{4}$  Sec. 17; Sec. 21 except S $\frac{1}{2}$  SE $\frac{1}{4}$ ; Sec. 22 except W $\frac{1}{2}$  SW $\frac{1}{4}$  and east of State Highway 393; Sec. 26 except NE $\frac{1}{4}$  and NW $\frac{1}{4}$  SE $\frac{1}{4}$ ; Sec. 27 except NE $\frac{1}{4}$  and area between State Highway 393 and RR right-of-way; S $\frac{1}{2}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 28; SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 29; SE $\frac{1}{4}$ , S $\frac{1}{2}$  SW $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 30; W $\frac{1}{2}$  Sec. 32; Sec. 33 east of RR right-of-way; N $\frac{1}{2}$ , SE $\frac{1}{4}$  Sec. 34.

T10S, R68W

Secs. 33, 34, 35, 36 within the Monument Creek Drainage.

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Received at 2:40 o'clock, M., MAR 16 1970

BOOK 2356 PAGE 170

Reception No. 744102 HARRIET BEALS

Received at 2:55 o'clock, P., JUL 28 1970

BOOK 2335 PAGE 170

Reception No. 744102 HARRIET BEALS

GRANT OF RECIPROCAL EASEMENT

WHEREAS, each of the below named persons have an interest, either as record owner or as contract purchaser, in certain tracts of land located in section 23, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado.

WHEREAS, these persons are desirous of creating a non-exclusive easement for the benefit of, as a burden upon, and as an appurtenance to, the respective tracts of these persons located in said section 23.

NOW THEREFORE VERNE P. COLLIER, RUTH G. ~~LIEBERG~~<sup>Lieberg</sup>, JAKE ROGERS, CAROL P. ROGERS, CATHERINE F. CONRADY, DENIS A. CONRADY, EDWARD H. TUREK, LOLA TUREK, EDWARD W. GUYMON, La VERNE GUYMON, STEWART A. BLISS, M. SHIRLEY BLISS, F.R. POTTER, MARTIN L. MCCARLEY, JR., PHILLIP L. JESSEN, VIRGINIA H. JESSEN, PETER K. CHURCH, LUCIA T. CHURCH, JOHN HEIMEL, DONALD K. MORRIS, ARTHUR G. BEDORE, ADRIEN T. BEDORE, and RICHARD H. CLINE, hereby sell, grant, quitclaim to each other the following real property in the County of El Paso, State of Colorado, (each grantor conveying to all the other named persons that portion of the following described property in which the particular grantor has an interest), to-wit:

A non-exclusive easement for roadway purposes over and across the following described tract:

The South 20 feet of the Northeast quarter of the Northwest quarter, the South 20 feet of the Northwest quarter of the Northeast quarter, the South 20 feet of the East 20 feet of the Northwest quarter of the Northwest quarter, the South 20 feet of the West 20 feet of the Northeast quarter of the Northeast quarter, the West 20 feet of the Southeast quarter of the Northeast quarter, the East 20 feet of the Southwest quarter of the Northwest quarter, the West 20 feet and the North 20 feet of the Southeast quarter of the Northwest quarter, the West 20 feet of the East half of the Southwest quarter, the East 20 feet and the North 20 feet of the Southwest quarter of the Northeast quarter, and the East 20 feet of the West half of the Southwest quarter, all in Section 23, Township 11 South, Range 65 West of the 6th P.M. and

Over and across the following described tract of land located in said Section 23, Township 11 South, Range 65 West of the 6th P.M., being 20 feet on each side of a centerline described as follows:

Commencing at the Southeast corner of said Section 23; thence Westerly along the South line of said Section 23 a distance of 1,327.14 feet to the point of beginning of the aforesaid centerline; thence angle right 90° 37' 10" Northerly 870.47 feet on the line dividing the East half of the Southeast quarter from the West half of the Southeast quarter of said Section 23; thence on a curve to the right whose radius is 325.81 feet, through a central angle of 34° 07' 30" an arc distance of 193.40 feet; thence on the forward tangent to the last mentioned curve 316.60 feet; thence on a curve to the left whose radius is 218.80 feet, through a central angle of 49° 07' 30" an arc distance of 187.60 feet; thence on the forward tangent to the last mentioned curve 65.74 feet; thence on a curve to the left whose radius is 241.42 feet, through a central angle of 45° 00' an arc distance of 189.61 feet; thence on the forward tangent to the last mentioned curve 55.23 feet; thence on a curve to the right whose radius is 173.20 feet, through a central angle of 60° 00' an arc distance of 183.48 feet to a point on the line dividing the East half of the Southeast quarter from the West half of the Southeast quarter of said Section 23; thence on a forward tangent to the last mentioned curve 745.37 feet, more or less, on the line dividing the East half of the Southeast quarter from the West half of the Southeast quarter to the East-West centerline of said Section 23.

with all of its appurtenances. Said easement shall be for the benefit of and binding upon the grantors and any person who shall hereafter acquire an interest in any of the tracts of land in said Section 23 in which the above named persons presently have an interest.

Signed and delivered this 29th day of October, 1969.

Verne P. Collier  
Verne P. Collier

Ruth G. Lieberg  
Ruth G. Lieberg Ruth G. Lieberg

Jake Rogers  
Jake Rogers

Carol P. Rogers  
Carol P. Rogers

Catherine F. Conrady  
Catherine F. Conrady

Denis A. Conrady  
Denis A. Conrady

Edward H. Turek  
Edward H. Turek

Lola Turek  
Lola Turek

Edward W. Guymon  
Edward W. Guymon

La Verne Guymon  
La Verne Guymon

Stewart A. Bliss  
Stewart A. Bliss

M. Shirley Bliss  
M. Shirley Bliss

F.R. Potter  
F.R. Potter

Martin L. McCarley, Jr.  
Martin L. McCarley, Jr.

Phillip L. Jessen  
Phillip L. Jessen

Virginia H. Jessen  
Virginia H. Jessen

Peter K. Church  
Peter K. Church

Lucia T. Church  
Lucia T. Church

John Heimel  
John Heimel

Donald K. Morris  
Donald K. Morris

Arthur G. Bedore  
Arthur G. Bedore

Adrien T. Bedore  
Adrien T. Bedore

Richard H. Cline  
Richard H. Cline

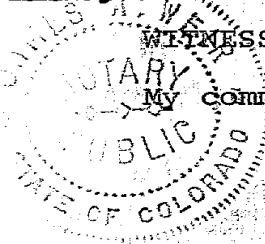
STATE OF COLORADO ]  
] ss.  
COUNTY OF EL PASO ]

The foregoing instrument acknowledged before me this

29th day of October, 1969, by VERNE P. COLLIER.

WITNESS my hand and official seal.

My commission expires: 7-8-72.



James A. Wein  
Notary Public

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

The foregoing instrument acknowledged before me this

19th day of November, 1969, by PETER K. CHURCH  
and LUCIA T. CHURCH.

WITNESS my hand and official seal.

My commission expires: 7-8-72.

James A. Wein  
Notary Public

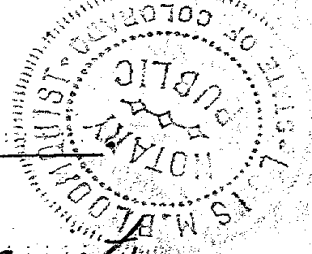
STATE OF COLORADO 1  
1 ss.  
COUNTY OF EL PASO 1

The foregoing instrument acknowledged before me this  
19th day of November, 1969, by PHILLIP  
L. JESSEN and VIRGINIA H. JESSEN.

WITNESS my hand and official seal.

My commission expires: May 17, 1970

L. M. Bloomquist  
Notary Public

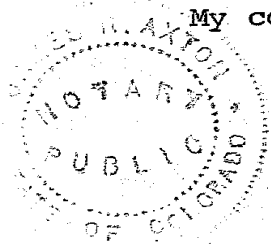


STATE OF Colorado 1  
1 ss.  
COUNTY OF El Paso 1

The foregoing instrument acknowledged before me this  
26th day of December, 1969, by RUTH G. Lieberg LIEBURG.

WITNESS my hand and official seal.

My commission expires: My Commission expires Jan. 10, 1970.



James R. Axton  
Notary Public

STATE OF \_\_\_\_\_ 1  
1 ss.  
COUNTY OF \_\_\_\_\_ 1

The foregoing instrument acknowledged before me this  
9th day of April, 1969, by JAKE ROGERS  
and CAROL P. ROGERS.

WITNESS my hand and official seal.

My commission expires: 19 Feb 1971

K. B. Marvin  
Notary Public

KENETH B. MARVIN  
Asst Staff Judge Advocate



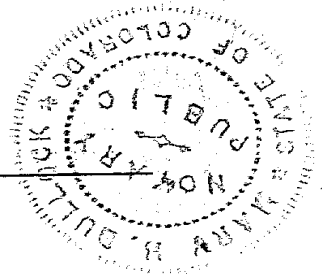
STATE OF Colorado 1  
COUNTY OF El Paso 1 ss.

The foregoing instrument acknowledged before me this  
2d day of March, <sup>1970</sup>~~1969~~, by CATHERINE F.  
CONRADY and DENIS A. CONRADY.

WITNESS my hand and official seal.

My commission expires: 30 September 1973.

Mary A. Bullard  
Notary Public



STATE OF NEVADA 1  
COUNTY OF CLARK 1 ss.

The foregoing instrument acknowledged before me this  
10 day of FEBRUARY, <sup>70</sup>~~1969~~, by EDWARD H. TUREK  
and LOLA TUREK.

WITNESS my hand and official seal.

My commission expires: JAN. 11, 1972.



Notary Public - State of Nevada  
CLARK COUNTY  
T. O. MILK  
My Commission Expires Jan. 11, 1972

T. O. Milk  
Notary Public

STATE OF El Paso Colorado 1  
COUNTY OF El Paso 1 ss.

The foregoing instrument acknowledged before me this  
4th day of December, 1969, by EDWARD W. GUYMON  
and La VERNE GUYMON.

WITNESS my hand and official seal.

My commission expires: 8-14-73.

Marion E. Harper  
Notary Public



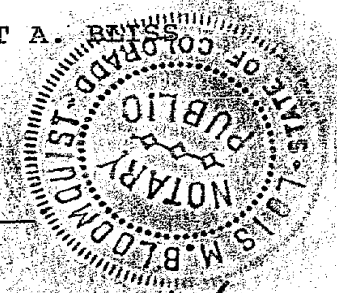
STATE OF Colorado ]  
COUNTY OF El Paso ] ss.

The foregoing instrument acknowledged before me this  
14th day of November, 1969, by STEWART A. BLISS  
and M. SHIRLEY BLISS.

WITNESS my hand and official seal.

My commission expires: May 17, 1970

Lewis M. Bloomquist  
Notary Public

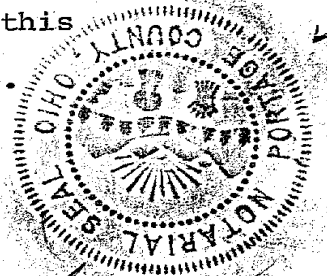


STATE OF Ohio ]  
COUNTY OF Portage ] ss.

The foregoing instrument acknowledged before me this  
7th day of January, 1969, by JOHN HEIMEL.  
WITNESS my hand and official seal.

My commission expires: Sept 5, 1971

Marlene England  
Notary Public



STATE OF OHIO ]  
COUNTY OF MONTGOMERY ] ss.

The foregoing instrument acknowledged before me this  
18th day of July, 1970, by MARTIN L. MCCARLEY,  
JR..

WITNESS my hand and official seal.

My commission expires: Nov. 8, 1970

Gerald J. Rigot Jr.  
Notary Public

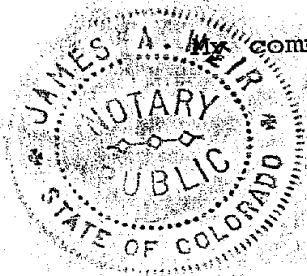
GERALD J. RIGOT JR., Notary Public  
In and for Miami, Clark, Montgomery  
and Greene Counties, Ohio  
My Commission Expires Nov. 8, 1970



STATE OF Colorado )  
COUNTY OF El Paso ) ss.

The foregoing instrument acknowledged before me this  
9th day of December, 1969, by F.R. POTTER.

WITNESS my hand and official seal.



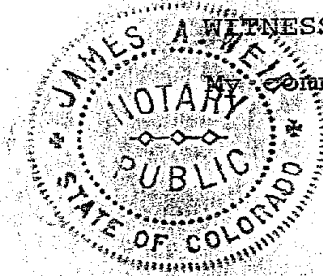
My commission expires: 7-8-72

James A. Wair  
Notary Public

STATE OF Colorado )  
COUNTY OF El Paso ) ss.

The foregoing instrument acknowledged before me this  
11th day of December, 1969, by DONALD K. MORRIS.

WITNESS my hand and official seal.



My commission expires: 7-8-72

James A. Wair  
Notary Public

STATE OF Hawaii )  
City - COUNTY OF Honolulu ) ss.

The foregoing instrument acknowledged before me this  
4th day of June, 1970, by ARTHUR G. BEDORE  
ATB  
and ADRIAN T. BEDORE.

WITNESS my hand and official seal.

My commission expires:

NOTARY PUBLIC FIRST JUDICIAL CIRCUIT

STATE OF HAWAII

My Commission expires Sept. 15, 1972



Dorothy L. Bray  
Notary Public

STATE OF MARYLAND )  
 ) ss.  
COUNTY OF MONTGOMERY )

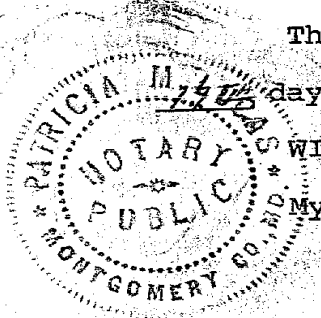
The foregoing instrument acknowledged before me this

14th day of DECEMBER, 1969, by RICHARD H. CLINE.

WITNESS my hand and official seal.

My commission expires: 7/1/70.

Patricia M. Lucas  
Notary Public



10:25  
863322

FEB 15 1972

BOOK 2467 PAGE 838

WILLIAM BEALS

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

A F F I D A V I T

VERNE P. COLLIER, MARTIN E. LIEBERG and RUTH G. LIEBERG, of lawful age being first duly sworn upon their oath, depose and say:

On or about July 12, 1971, affiants made and executed an instrument designated PAWNEE PINES ESTATES RESTRICTIVE COVENANTS, said instrument being recorded in Book 2421 at Page 310, El Paso County records.

The aforesaid instrument described and purported to affect tracts 1, 7 and 8 of Section 23, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado; but, there have not been any such tracts or parcels of land delineated or platted and there are not, in fact, any of the aforesaid tracts or restrictive covenants applicable thereto or restrictive covenants of any kind included within or applicable to those premises in El Paso County, Colorado, described as follows, to-wit:

Section 23, Township 11 South, Range 65 West of the 6th P.M.;  
EXCEPTING THEREFROM the Southwest quarter of said Section 23.

Affiants further state that the last above described premises are free and clear of any and all restrictive covenants.

DATED at Colorado Springs, Colorado, this 11<sup>th</sup> day of February, 1972.

Verne P. Collier  
VERNE P. COLLIER  
Martin E. Lieberg  
MARTIN E. LIEBERG  
Ruth G. Lieberg  
RUTH G. LIEBERG

Subscribed and sworn to before me this 11<sup>th</sup> day of February, 1972, by VERNE P. COLLIER, MARTIN E. LIEBERG and RUTH G. LIEBERG.

Witness my hand and official seal.

Edward J. Stone  
Notary Public

My commission expires:

July 12, 1975



THIS AGREEMENT, Entered into this the 16th day of October, 1973  
between C. T. McLaughlin; and C. T. McLaughlin as Agent and Attorney-in-fact for Ruth  
McLaughlin Riddle; Evelyn McLaughlin Knox, Jean McLaughlin DeFord, and J. Mark  
McLaughlin  
Highway 83, Colorado Springs, Colorado 80908

and Walter A. Ohmart, Jr., 414 Patterson Building, Denver, Colorado  
hereinafter called lessor,  
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power, stations, telephone lines and other structures deemed necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of \_\_\_\_\_

El Paso State of Colorado and described as follows:  
Section 16; All; Section 17: E/2SW/4, SE/4 except 1 acre in the NW corner of the SE/4 as  
described in Book 471, Page 21; Section 20: E/2, E/2W/2; Section 21: W/2, NE/4 except the  
south 30 feet of the NE/4; Section 22: N/2; Section 23: All

in Section \_\_\_\_\_, Township 11 South Range 65 West and containing 2,797.18 acres, more or less.

2. This lease shall remain in force for a term of five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/4 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/4 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 2 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and waste rights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 16th day of October, 1974 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the \_\_\_\_\_

The First National Bank at Colorado Springs, Colorado  
lessors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of \_\_\_\_\_ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders or assignments of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee hereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the lessee when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entire and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or effect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make no payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date, or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from when cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby then all payments and apportionment on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations and interpretations thereof of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations or interpretations thereof. If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leased and lands unitized, which unitization shall cover the gas rights only and comprise an area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lands within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such land shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said \_\_\_\_\_

IN WITNESS WHEREOF, we sign the day and year first above written.  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
C. T. McLaughlin  
C. T. McLaughlin as Agent and Attorney-in-fact for Ruth  
McLaughlin Riddle, Evelyn McLaughlin Knox, Jean  
McLaughlin DeFord, and J. Mark  
McLaughlin

CITY STATE OF Colorado } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,  
COUNTY OF Denver } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,  
On October 17, 19 73, before me personally appeared C. T. McLaughlin for  
himself, and as Agent and Attorney-in-fact for Ruth McLaughlin Riddle, Evelyn McLaughlin  
Knox, Jean McLaughlin DeFord, and J. Mark McLaughlin

to me known to be the person(s) described in and whose name(s) ~~XX~~ (are) subscribed and who executed the foregoing instrument  
and acknowledged to me that ~~XX~~ (they) duly executed the same as his ~~XX~~ (their) free and voluntary act and deed, including  
the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and  
effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: 9-8-77

[Signature]  
Notary Public  
Residing at: Englewood, Colo.  
4400 N. 10th St.  
WYOMING

STATE OF \_\_\_\_\_ } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,  
COUNTY OF \_\_\_\_\_ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,  
On \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument  
and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including  
the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and  
effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

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

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,  
COUNTY OF \_\_\_\_\_ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,  
On \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument  
and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including  
the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and  
effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

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

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

No. <b>28143</b>	
FROM	
TO	
Date _____, 19____	
Section _____ Typ. _____ Rge. _____	
No. of Acres _____ Term _____	
County _____	
STATE OF <u>Colorado</u> } ss	
COUNTY OF _____	
This instrument was filed for record on the _____ day of <u>NOV 5</u> 19 <u>73</u>	
at <u>9:00</u> o'clock <u>A</u> . M., and duly recorded	
in Book <u>2634</u> Page <u>536</u> of	
the records of this office	
By <u>HARRIET BEALE</u> Register of Deeds.	
When recorded, return to _____	

STATE OF \_\_\_\_\_ } ss CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,  
COUNTY OF \_\_\_\_\_ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,  
On \_\_\_\_\_, 19\_\_\_\_\_, before me personally came the above named \_\_\_\_\_  
(who being by me duly sworn, did say that he is the \_\_\_\_\_

President of \_\_\_\_\_  
a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me  
to be the identical person and officer whose name is affixed to the above instrument as \_\_\_\_\_ President of said corporation,  
and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said cor-  
poration; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of  
said corporation by authority of its Board of Directors or by authority of its By-Laws.

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

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

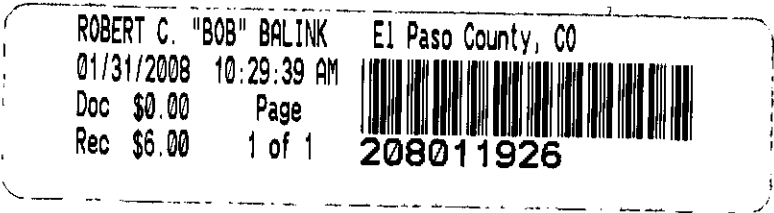
Return to:  
Mountain View Electric Association, Inc. **GRANT OF RIGHT OF WAY**  
11140 E. Workmen Road  
Falcon, CO 80831

Glenn A. and Linda R. Cope

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Drawer "M", 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 as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

Twenty feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

An easement given to construct new lines for service to be built to  
a home located



in pt N $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{4}$  Section 23 Township 11 South, Range 65 West,

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 and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

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 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.

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 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 electric distribution and/or transmission 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.

DATED: June 17, 19 87

X Glenn A Cope (SEAL)  
X Linda R Cope (SEAL)  
\_\_\_\_ (SEAL)

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

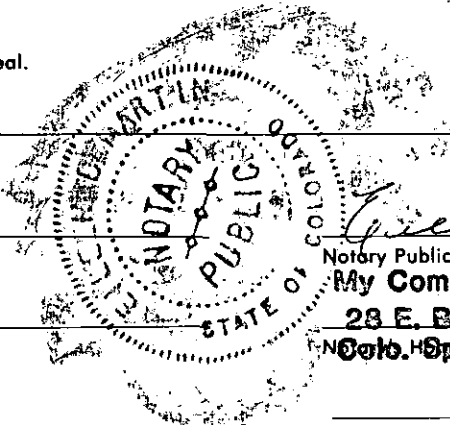
The within instrument was acknowledged before me this 17th day of June  
19 87 by Glenn A. and Linda R. Cope

WITNESS my hand and official seal.

My Commission Expires \_\_\_\_\_, 19 \_\_\_\_

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

Work Order No. 87-498



Glenn D. Martin  
Notary Public  
My Commission Expires 7/16/90  
28 E. Boulder St.  
Ft. Collins, CO 80501

**AGRICULTURAL STRUCTURE EXEMPTION FROM THE BUILDING CODE  
AFFIDAVIT**

I, Edward D. Ritchey, have applied for approval of an agricultural structure exemption from the Building Code for the purposes stated under the file number listed above (hereinafter referred to as the "Application"). Under the application and being duly sworn on oath deposes and says:

I, as applicant, owner and hold title to the following described real property:

17104 E Goshawk RD, Colorado Springs, CO 80908 Street Address

N2NW4SE4 Sec 23-11-65 Legal Description

5123000017 Assessor Tax Schedule Number

El Paso County, Colorado

I hereby acknowledge and agree to the following:

- The information provided on my application is accurate and demonstrates an agricultural use on the property described above.
- An agricultural structure shall not be exempt from obtaining a building permit unless an application for an agricultural structure exemption from the Building Code and a site plan have been approved by the El Paso County Planning and Community Development Department and this affidavit is signed and recorded with the El Paso County Clerk and Recorder's Office.
- The structure shall not be converted to a use other than an agricultural use without first obtaining all applicable permits and approvals from the Pikes Peak Regional Building Department and the El Paso County Planning and Community Development Department.

By signing this affidavit, I authorize inspections pursuant to the El Paso County Land Development Code by the Planning and Community Development Department for the purpose of verifying compliance with the approved application. I understand that if I refuse inspection of the structure or if an inspection reveals noncompliance with the approved application or with the El Paso County Land Development Code; the Planning and Community Development Department may schedule a hearing before the Board of County Commissioners and request that the Board revoke or rescind approval of this application and a building permit will therefore be required.

This affidavit shall be recorded with the El Paso County Clerk and Recorder's Office and shall be binding for the PROPERTY on all successors' heirs and assigns.

Chuck Broerman

11/04/2020 03:24:21 PM

Doc \$0.00

3

Rec \$23.00

Pages

El Paso County, CO



220178544



FILE NO. AG \_\_\_\_\_

I, Edward D. Ritchey, being duly sworn, state that the foregoing facts and contents of this application for an agricultural structure exemption from the Building Code are true and correct to the best of my knowledge, information, and belief.

ED D. RB  
Signature

State of Colorado  
County of Elbert

Signed before me on October 16, 2020  
by Edward Ritchey (name(s) of individual(s) making statement).

SC  
(Notary's official signature)  
Notary Public  
(Title of office)  
6-26-2022  
(Commission Expiration)

SHAWN PATTAVINA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 2018026382  
MY COMMISSION EXPIRES JUNE 26, 2022

I, Deborah L. Ritchey, being duly sworn, state that the foregoing facts and contents of this application for an agricultural structure exemption from the Building Code are true and correct to the best of my knowledge, information, and belief.

Deborah L. Ritchey  
Signature

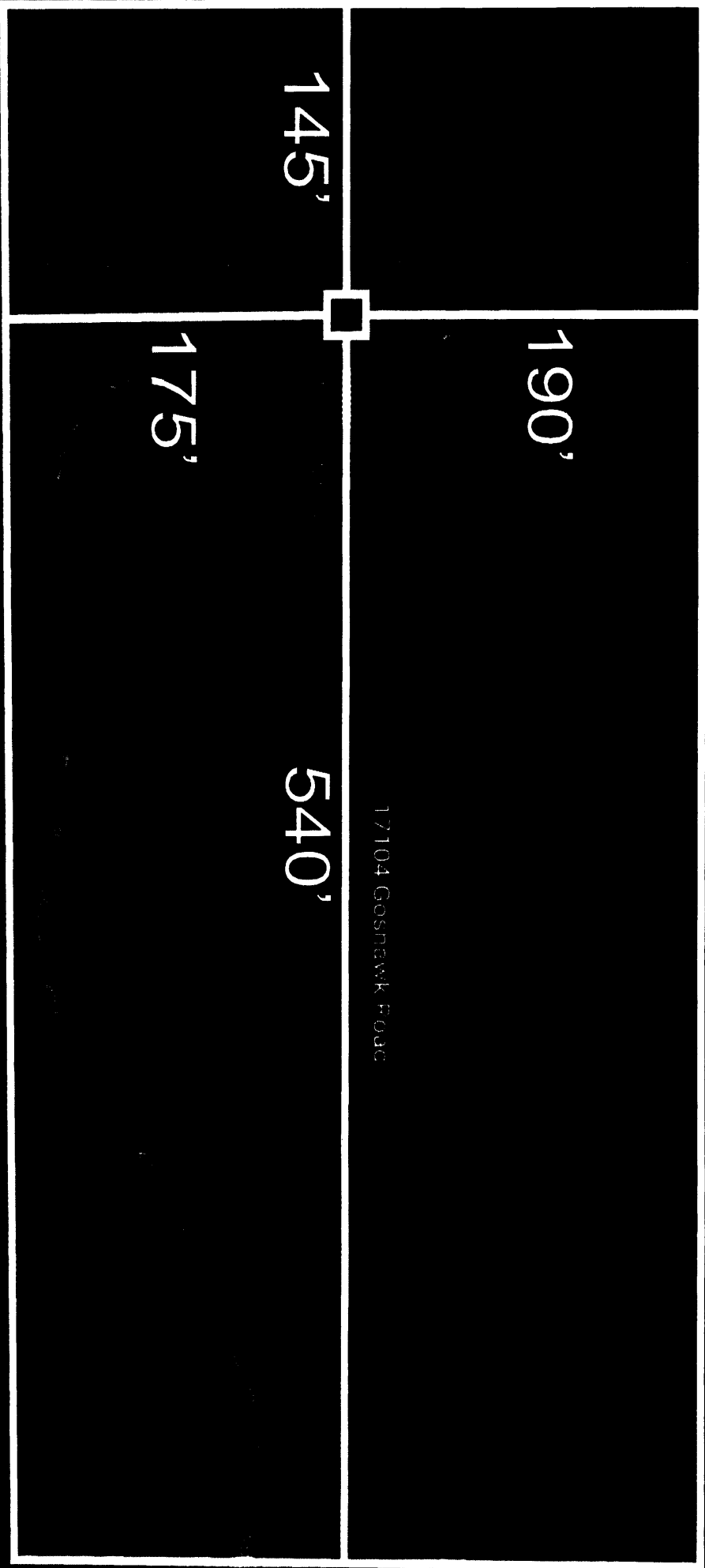
State of Colorado  
County of EL PASO

Signed before me on Oct. 29, 2020  
by Deborah L. Ritchey (name(s) of individual(s) making statement).

Roy D. Chaney  
(Notary's official signature)  
Notary  
(Title of office)  
01/14/2022  
(Commission Expiration)

ROY D. CHANEY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20104001105  
My Commission Expires January 14, 2022

AG2042  
RR-5  
20 ACRES  
CD: 4/26/65  
1296 SQ FT BARN WITH 288 SQ FT LEAN TO  
CONDITION OF APPROVAL: BARN CANNOT BE USED FOR EVENTS AS PART OF VARIANCE OF USE



**APPROVED**  
**Plan Review**

10/15/2020 10:20:52 AM

*ksdranger*

EPC Planning & Community  
Development Department

**Not Required**  
**BESQCP**

10/15/2020 10:24:57 AM

*ksdranger*

EPC Planning & Community  
Development Department



ANY APPROVAL GIVEN BY  
EL PASO COUNTY, TEXAS  
TO COMPLY WITH APPLICABLE  
FEDERAL, STATE, OR LOCAL  
LAWS AND/OR REGULATION

Planning & Community Development Department  
approval is contingent upon compliance with all  
applicable codes in the referenced plan.  
Approval does not constitute a warranty of the  
accuracy of the information provided. The  
Planning & Community Development Department  
prior to the establishment of any driveway and a  
County road.  
Division of backage of any drainage way  
shall be the responsibility of the applicant.  
The applicant shall be responsible for obtaining  
all necessary permits from the Planning & Community  
Development Department.



It is the owner's responsibility to  
coordinate with easement holders  
to avoid impact to utilities that  
may be located in the easements.

Boce

RESOLUTION NO. 21-317

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

APPROVE VARIANCE OF USE TO BUSINESS EVENT CENTER  
VA-21-001 – BLACK FOREST MEADOWS

WHEREAS, Deborah and Edward Ritchy, did file an application with the Planning and Community Development Department of El Paso County for approval of a variance of use RR-5 (Rural Residential) zoning district to allow a business event center to be known as Black Forest Meadows where such is not permitted for property located within the unincorporated area of the County, more particularly described in Exhibit A, which is attached hereto and incorporated by this reference; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 15, 2021, upon which date the Planning Commission did by formal resolution recommend approval of the subject variance of use; and

WHEREAS, a public hearing was held by this Board on August 10, 2021; and

WHEREAS, based on the evidence, testimony, exhibits, recommendations of the El Paso County Planning Commission, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, and comments by the County Commissioners during the hearing, this Board finds as follows:

1. That the application for the variance of use was properly submitted for consideration by the Board of County Commissioners.
2. That proper posting, publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners.
3. That the hearings before the Planning Commission and Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted, and that all interested persons and the general public were heard at those hearings.
4. That all exhibits were received into evidence.

5. That the proposed land use does permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above-stated and other reasons, the proposed variance of use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

WHEREAS, pursuant to Section 5.3.4 of the El Paso County Land Development Code, as amended, in approving this variance of use, the Board of County Commissioners considered one or more of the following criteria:

1. The strict application of any of the provisions of the Land Development Code would result in peculiar and exceptional practical difficulties or undue hardship on either the owner or the contract purchaser of the property;
2. The proposed use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County;
3. The proposed use will be able to meet air, water, odor or noise standards established by County, State or Federal regulations during construction and upon completion of the project;
4. The proposed use will comply with all applicable requirements of the Land Development Code and all applicable County, State, and Federal regulations except those portions varied by this action;
5. The proposed use will not adversely affect wildlife or wetlands;
6. The applicant has addressed all off-site impacts;
7. The site plan for the proposed variance of use will provide for adequate parking, traffic circulation, open space, fencing, screening, and landscaping; and/or
8. Sewer, water, storm water drainage, fire protection, police protection, and roads will be available and adequate to serve the needs of the proposed Variance of Use as designed and proposed.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the application by Deborah and Edward Ritchy, for a variance of use to allow a business event center to be known as Black Forest Meadows, where such is not a permitted use for the

unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by this reference;

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

**CONDITIONS**

1. Approval is limited to the business event center known as Black Forest Meadows as proposed and discussed in the applicant's letter of intent with a maximum number of guests not to exceed 75 individuals. Any subsequent addition or modification to the use beyond that described in the applicant's letter of intent and as shown on the site plan shall be subject to approval of a new variance of use request.
2. A site development plan shall be applied for and approved prior to initiating the proposed business event center use.
1. The El Paso County Road Impact Fee Program Resolution (Resolution No. 18-471), or any amendments thereto, shall be calculated and paid at or prior to the time of building permit submittals.

**NOTATIONS**

1. Variance of use approval includes conditions of approval and the accompanying site plan and elevation drawings. No substantial expansion, enlargement, intensification or modification shall be allowed except upon reevaluation and public hearing as specified in the El Paso County Land Development Code.
2. The Board of County Commissioners may consider revocation and/or suspension if zoning regulations and/or variance of use conditions/standards are being violated, preceded by notice and public hearing.
3. If the variance of use is discontinued or abandoned for two (2) years or longer, the variance of use shall be deemed abandoned and of no further force and effect.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

DONE THIS 10<sup>th</sup> day of August 2021, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

ATTEST:

By:

County Clerk & Recorder



By:

*Stan VanderWee*  
Chair

**EXHIBIT A**

The North Half of the Northwest Quarter of the Southeast Quarter of Section 23, Township 11 South, Range 65 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado. Together with a non-exclusive easement for roadway purposes as described in Grant of Easement recorded in Book 2385 at Page 20 in the records of El Paso County, Colorado.

After Recording Return To:  
FIRST AMERICAN MORTGAGE SOLUTIONS ON BEHALF OF STEARNS LENDING  
1795 INTERNATIONAL WAY  
IDAHO FALLS, ID 83402  
ATTN: CINDY EMERINE

Prepared By:  
MARY BREES  
HOME MORTGAGE ALLIANCE, LLC  
4601 DTC BLVD SUITE 150  
DENVER, CO 80237  
(303) 877-0415

[Space Above This Line For Recording Data]

DEED OF TRUST

RITCHEY  
Loan #: 5808605884  
MIN: 101263558086058844  
MERS Phone: 1-888-679-6377  
PIN: 51230-00-017

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 28, 2020, together with all Riders to this document.

(B) "Borrower" is EDWARD D RITCHEY AND DEBORAH L RITCHEY; Borrower is the trustor under this Security Instrument. Borrower's current mailing address is 17104 GOSHAWK ROAD E, COLORADO SPRINGS, CO 80908.

(C) "Lender" is HOME MORTGAGE ALLIANCE, LLC. Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of DELAWARE. Lender's address is 4601 DTC BLVD SUITE 150 DENVER, CO 80237.

(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.



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(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 28, 2020. The Note states that Borrower owes Lender SIX HUNDRED FORTY-FIVE THOUSAND AND 00/100 Dollars (U.S. \$645,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2050.

(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]:

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Balloon Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ 1-4 Family Rider
- ☐ Other(s) [specify]

(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) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.



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**(P) "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.

**(Q) "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.

**(R) "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:

**SEE ATTACHED EXHIBIT A**

which currently has the address of 17104 GOSHAWK ROAD E, COLORADO SPRINGS, Colorado 80908 ("Property Address");

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 seised 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 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



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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 15. 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



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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; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. 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 15 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



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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



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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 22 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.



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**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.



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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. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for



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Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. 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

COLORADO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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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 19, 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.

**12. 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.

**13. 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 18, 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 20) and benefit the successors and assigns of Lender.

**14. 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



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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.

**15. 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.

**16. 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.

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



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**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, 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 15 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.

**19. 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 18.

**20. 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



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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 15) 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 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (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:

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**22. 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 18 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 22, 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 15. 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.

**23. 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.

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



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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.

Ed D. Ritchey 2/28/2020  
- BORROWER - EDWARD D RITCHEY - DATE -

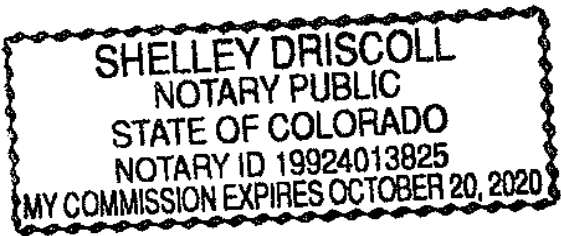
Deborah L Ritchey 2-28-2020  
- BORROWER - DEBORAH L RITCHEY - DATE -

[Space Below This Line For Acknowledgment]

State of COLORADO  
County of EL PASO

FEB 28 2020

This record was acknowledged before me on \_\_\_\_\_ by EDWARD D RITCHEY AND DEBORAH L RITCHEY.



[Signature]  
Notary Public

My Commission Expires: 10-20-20

Individual Loan Originator: CINDY EMERINE, NMLSR ID: 223826  
Loan Originator Organization: HOME MORTGAGE ALLIANCE, LLC, NMLSR ID: 1137507



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Escrow File No.: 70668UTC

**EXHIBIT "A"**

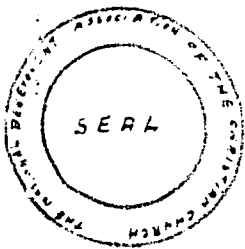
**The North half of the Northwest quarter of the Southeast quarter of Section 23, Township 11 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado.  
Together with a non-exclusive easement for roadway purposes as described in Grant of Easement recorded in Book 2385 at Page 20 in the records of El Paso County, Colorado.**



be approved; and that the president of this Association, A. F. Seay, or the vice-president, C. D. Pantle, be authorized to execute in the name of this Association a general warranty deed to said property to said John L. and Grace G. Stewart, said property being described as follows:

Lot 11, in Johnston and McClintoch's re-subdivision of Lots 7, 8, 9, 10 and 11, Block D, Addition No. 5 to the City of Colorado Springs"

I hereby certify that the above is a true copy of the minutes of the meeting of the Executive Committee of The National Benevolent Association of the Christian Church, duly called and held in St. Louis, Mo., June 7, 1940; that on the day of said meeting the Board of Trustees of said Association was not in session and that under the By-Laws of The National Benevolent Association of the Christian Church the said Executive Committee has authority to transact such business of the Association as may arise between the meetings of the Board of Trustees.



Elizabeth Jameson  
Recording Secretary

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No. 723812 )  
Bill of Sale and Assignment )  
Frank Ellis Brown, et al )  
to )  
William F. Earle )  
Filed for Record 8:52 A.M. )  
November 27, 1945 )  
Charles Ozias, Recorder )  
Know All Men By These Presents, That Frank Ellis Brown and H. W. Eckert, both of the County of El Paso, and State of Colorado, for and in consideration of One Dollar and other good and valuable considerations, to them in hand paid by William F. Earle, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto the said William F. Earle, his executors, administrators, legal representatives and assigns, our joint and several interests as General Partners, and as set forth in those certain Articles and Certificate of Limited Partnership, and Amendment One thereto, copies of which said Certificate and Amendment are appended hereto, and made a part hereof by reference, in and to the Limited Partnership known as the Brown Mineral Research.

Together With all of the income, revenue, contributions and receipts of said Limited Partnership belonging to said Frank Ellis Brown and H. W. Eckert, as General Partners, and all other property rights, privileges, licenses and permits of any kind, whether real, personal or mixed, of said Limited Partnership in and to which said Frank Ellis Brown and said H. W. Eckert, claim or hold any interest.

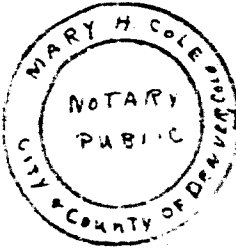
To Have And To Hold the same unto said William F. Earle, his executors, administrators, legal representatives and assigns forever.

In Witness Whereof, The said Frank Ellis Brown and the said H. W. Eckert have hereunto set their respective hands and seals the day and year first above written.

Frank Ellis Brown (SEAL)  
H. W. Eckert (SEAL)

STATE OF COLORADO, )  
CITY AND COUNTY ) SS.  
OF DENVER.

I, Mary H. Cole, a Notary Public in and for the City, County, and State aforesaid, do hereby certify that Frank Ellis Brown and H. W. Eckert, executed the above and foregoing Bill Of Sale in my presence and certified that they executed the same as their free and voluntary act and deed.



Mary H. Cole  
Notary Public.

My Commission expires: Nov. 15, 1948.

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No. 725554 )  
Certificate )  
Cherry Creek Soil )  
Conservation District )  
Filed for Record 3:10 P.M. )  
December 21, 1945. )  
Charles Ozias, Recorder )  
STATE OF COLORADO )  
OFFICE OF THE SECRETARY OF STATE )  
UNITED STATES OF AMERICA, )  
SS. )  
I, Walter F. Morrison, Secretary of State, of the State of Colorado, do hereby certify that the outer boundaries of the CHERRY CREEK SOIL CONSERVATION DISTRICT, heretofore and on the Fifth day of May, A. D. 1943, declared by me to be a lawful soil conservation district under the provisions of the Colorado Soil Conservation Act, have been changed by the addition of other lands to said district in accordance with the provisions of Section 15 (b) of said Act, and that the outer boundaries of said CHERRY CREEK SOIL CONSERVATION DISTRICT as so changed, are in accordance with legal description hereto attached.

In Testimony Whereof I have hereunto set my hand and affixed the Great Seal of the State of Colorado, at the City of Denver, this Third day of December A. D. 1945.



Walter F. Morrison  
Secretary of State  
By Earl E. Basing  
Deputy

ORIGINAL DISTRICT

Beginning on the Douglas-Arapahoe county line at the NW corner of Sec. 6, T. 3 S., R. 66 W., of the 6th P. M.; thence Easterly along said county line to the NE corner of Douglas county; thence southerly along the Douglas-Elbert county line to its intersection with the crest of the Cherry Creek eastern drainage boundary; thence following the crest of said drainage boundary in a southerly direction through Sections 22, 27 and 34, T. 7 S., R. 65 W.; Sections 3, 10, 15, and 22, T. 8 S., R. 65 W., to the point where the crest of the said drainage boundary intersects the Douglas-Elbert county line in Sec 22, T. 8 S., R. 65 W.; thence southerly along said county line to



the point where the crest of the said drainage boundary intersects said county line in Sec. 34, T. 8 S., R. 65 W.; thence southerly along the crest of said drainage boundary through Sec. 34, T. 8 S., R. 65 W.; Sections 3, 10, 11, 15, 14, 23, 22, 27, and 34, T. 9 S., R. 65 W.; Sections 3, 10, and 15, T. 10 S., R. 65 W., to the intersection of the crest of said drainage boundary with the south section line of last said Sec. 15; thence westerly to the Douglas-Elbert county line; thence southerly along said county line to the SE corner of Douglas county; thence westerly along the Douglas-El Paso county line to the crest of the western boundary of the Cherry Creek drainage, near the SW corner of Sec. 31, T. 10 S., R. 66 W.; thence in a northerly direction along the crest of said drainage boundary through Sections 31, 30, 29, 19, 18, 17, 8, 7 and 6, T. 10 S., R. 66 W.; Sec. 1, T. 10 S., R. 67 W.; Sections 36, 25, 24, 23, 14, and 13, T. 9 S., R. 67 W.; Sections 18 and 7, T. 9 S., R. 66 W.; Sec. 12, T. 9 S., R. 67 W.; Sections 7 and 6, T. 9 S., R. 66 W.; Sections 31, 32, 29, 30, 19, 18, 7 and 6, to the range line between

R. 66 W. and R. 67 W. near the SW corner of Sec. 6, T. 8 S., R. 66 W.; thence northerly along said range line to the point of beginning, all within Douglas and Elbert counties, Colorado, exclusive of incorporated municipalities, areas devoted exclusively to commercial or industrial uses, and the following described lands:

No. 1 —

Of T. 7 S., R. 66 W.: The NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$  Sec. 7; NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$  Sec. 8; S $\frac{1}{2}$ SW $\frac{1}{4}$  Sec. 9; NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$  Sec. 18; known as the Victor Christensen property.

No. 2 —

Of T. 7 S., R. 66 W.: The S $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 19; W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 30; NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$  Sec. 31; known as the Alex Scott property.

No. 3 —

Of T. 8 S., R. 66 W.: Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 6; part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 7; known as the Clara Christensen property.

No. 4 —

Of T. 9 S., R. 67 W.: SE $\frac{1}{4}$  Sec. 13; SE $\frac{1}{4}$ , part of NW $\frac{1}{4}$  Sec. 25; part of Sec. 36; Of T. 10 S., R. 67 W.: Part of Sec. 1; Of T. 9 S., R. 66 W.: NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 18; NE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 19; NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 20; SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 27; all Sec. 28 except SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , Sec. 29; all of Sections 30, 31, 32, except NE $\frac{1}{4}$ NE $\frac{1}{4}$  Sec. 32; all Sec. 33, except NW $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ ; Of T. 10 S., R. 66 W.: NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 4; all Sec. 5; part of Sections 6, 7 and 8; all Sec. 9, except E $\frac{1}{2}$ NE $\frac{1}{4}$ ; all Sec. 16, and part of Sections 17 and 18; known as the Greenland Land and Cattle Company property.

ADDITION NO. 1, BY PETITION TO DISTRICT SUPERVISORS:

That part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 19 lying south of the County Road; the W $\frac{1}{2}$  and that portion of the E $\frac{1}{2}$  of Section 30 which lies outside the Cherry Creek Drainage, except 6.5 acres in the N $\frac{1}{2}$ NE $\frac{1}{4}$  lying north of the County Road; all in Twp. 10 S., R. 66 W. of the 6th Principal Meridian. N $\frac{1}{2}$ , SE $\frac{1}{4}$  of Section 25 less R. of W., N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 36 less R. of W., all in Twp. 10 S., R. 67 W. of the 6th Principal Meridian. Approximately 1,260 acres.

ADDITION NO. 2, BY PETITION TO DISTRICT SUPERVISORS:

SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 30; W $\frac{1}{2}$  of Section 31; Twp. 5 S.; R. 65 W. of 6th P. M., approximately 350 acres.

ADDITION NO. 3, BY PETITION TO DISTRICT SUPERVISORS:

NW $\frac{1}{4}$  of Section 10, Twp. 7 S., R. 65 W. of the 6th Principal Meridian, approximately 160 acres.

ADDITION NO. 4, BY PETITION TO DISTRICT SUPERVISORS:

NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 6, Twp. 11 S., R. 65 W.; N $\frac{1}{2}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 1, Twp. 11 S., R. 66 W., approximately 640 acres.

ADDITION NO. 5, BY PETITION TO DISTRICT SUPERVISORS:

SW $\frac{1}{4}$ , Section 25, Twp. 10 S., R. 67 W. of the 6th Principal Meridian, approximately 160 acres.

ADDITION NO. 6, BY PETITION TO DISTRICT SUPERVISORS:

Section 3, Twp. 8 S., R. 65 W., 6th Principal Meridian, Approximately 640 acres.

ADDITION BY REFERENDUM, ELECTION NOVEMBER 27, 1945.

Beginning at the northwest corner of Section 6, Twp. 11 S., R. 66 W.; thence east along the north line of Twp. 11 S., R. 66 W. five miles to the northwest corner of Sec. 1, Twp. 11 S., R. 66 W.; thence south three-quarters, east one-quarter, south one-quarter, east one-quarter, north one-half to the center of Sec. 1, Twp. 11 S., R. 66 W.; thence east one-half to the east quarter corner of Sec. 1, Twp. 11 S., R. 66 W.; thence east one-quarter, south one-quarter, east one-quarter and north three-quarters to the north quarter corner of Sec. 6, Twp. 11 S., R. 65 W.; thence east along the north line of Twp. 11 S., R. 65 W. four and one-half miles to the northeast corner of Sec. 2, Twp. 11 S., R. 65 W.; thence south one and three-quarters miles, west one-quarter, south one-quarter and west one-quarter to the south quarter corner of Sec. 11, Twp. 11 S., R. 65 W.; thence south one-half mile to the center of Sec. 14, Twp. 11 S., R. 65 W.; thence west one-quarter, north one-half, west one-quarter and south one mile to the southeast corner of Sec. 15, Twp. 11 S., R. 65 W.; thence east one mile, south one mile and west two miles to the southwest corner of Sec. 22, Twp. 11 S., R. 65 W.; thence south one and and-quarter miles, west one and one-half miles, south one-half, west one-half, south one-quarter and west one mile to the southwest corner of Sec. 31, Twp. 11 S.; R. 65 W.; thence north one mile, west one mile and north one mile to the northeast corner of Sec. 26, Twp. 11 S., R. 66 W.; thence west one and one-quarter miles, south one-half, west one-half, north one-quarter, west one-quarter and north one-quarter to the southwest corner of Sec. 22, Twp. 11 S., R. 66 W.; thence west one and one-half miles, north one-half, east one-half and north one mile to the west quarter corner of Sec. 16, Twp. 11 S., R. 66 W.; thence west one-quarter, north one-quarter, west one-quarter and south one-quarter to the center of Sec. 17, Twp. 11 S., R. 66 W.; thence west one-quarter, north one-half, west one-half, north three-quarters, east one-half, north one-quarter and west one and one-quarter miles to the southwest corner of Sec. 6, Twp. 11 S., R. 66 W.; thence north one-half to the west quarter corner of Sec. 6, Twp. 11 S., R. 66 W.; thence west one-half to the center of Sec. 1, Twp. 11 S., R. 67 W.; thence north one-half

GRANT OF RECIPROCAL EASEMENT

WHEREAS, each of the below named persons have an interest, either as record owner or as contract purchaser, in certain tracts of land located in section 23, Township 11 South, Range 65 West of the 6th P.M., El Paso County, Colorado.

WHEREAS, these persons are desirous of creating a non-exclusive easement for the benefit of, as a burden upon, and as an appurtenance to, the respective tracts of these persons located in said section 23.

NOW THEREFORE VERNE P. COLLIER, RUTH G. ~~LIEBERG~~<sup>e</sup> LIEBERG, JAKE ROGERS, CAROL P. ROGERS, CATHERINE F. CONRADY, DENIS A. CONRADY, EDWARD H. TUREK, LOLA TUREK, EDWARD W. GUYMON, La VERNE GUYMON, STEWART A. BLISS, M. SHIRLEY BLISS, F.R. POTTER, MARTIN L. MCCARLEY, JR., PHILLIP L. JESSEN, VIRGINIA H. JESSEN, PETER K. CHURCH, LUCIA T. CHURCH, JOHN HEIMEL, DONALD K. MORRIS, ARTHUR G. BEDORE, ADRIEN T. BEDORE, and RICHARD H. CLINE, hereby sell, grant, quitclaim to each other the following real property in the County of El Paso, State of Colorado, (each grantor conveying to all the other named persons that portion of the following described property in which the particular grantor has an interest), to-wit:

A non-exclusive easement for roadway purposes over and across the following described tract:

The South 20 feet of the Northeast quarter of the Northwest quarter, the South 20 feet of the Northwest quarter of the Northeast quarter, the South 20 feet of the East 20 feet of the Northwest quarter of the Northwest quarter, the South 20 feet of the West 20 feet of the Northeast quarter of the Northeast quarter, the West 20 feet of the Southeast quarter of the Northeast quarter, the East 20 feet of the Southwest quarter of the Northwest quarter, the West 20 feet and the North 20 feet of the Southeast quarter of the Northwest quarter, the West 20 feet of the East half of the Southwest quarter, the East 20 feet and the North 20 feet of the Southwest quarter of the Northeast quarter, and the East 20 feet of the West half of the Southwest quarter, all in Section 23, Township 11 South, Range 65 West of the 6th P.M. and

Over and across the following described tract of land located in said Section 23, Township 11 South, Range 65 West of the 6th P.M., being 20 feet on each side of a centerline described as follows:

Commencing at the Southeast corner of said Section 23; thence Westerly along the South line of said Section 23 a distance of 1,327.14 feet to the point of beginning of the aforesaid centerline; thence angle right  $90^{\circ} 37' 10''$  Northerly 870.47 feet on the line dividing the East half of the Southeast quarter from the West half of the Southeast quarter of said Section 23; thence on a curve to the right whose radius is 325.81 feet, through a central angle of  $34^{\circ} 07' 30''$  an arc distance of 193.40 feet; thence on the forward tangent to the last mentioned curve 316.60 feet; thence on a curve to the left whose radius is 218.80 feet, through a central angle of  $49^{\circ} 07' 30''$  an arc distance of 187.60 feet; thence on the forward tangent to the last mentioned curve 65.74 feet; thence on a curve to the left whose radius is 241.42 feet, through a central angle of  $45^{\circ} 00'$  an arc distance of 189.61 feet; thence on the forward tangent to the last mentioned curve 55.23 feet; thence on a curve to the right whose radius is 173.20 feet, through a central angle of  $60^{\circ} 00'$  an arc distance of 183.48 feet to a point on the line dividing the East half of the Southeast quarter from the West half of the Southeast quarter of said Section 23; thence on a forward tangent to the last mentioned curve 745.37 feet, more or less, on the line dividing the East half of the Southeast quarter from the West half of the Southeast quarter to the East-West centerline of said Section 23.

with all of its appurtenances. Said easement shall be for the benefit of and binding upon the grantors and any person who shall hereafter acquire an interest in any of the tracts of land in said Section 23 in which the above named persons presently have an interest.

Signed and delivered this 29th day of October, 1969.

Verne P. Collier  
Verne P. Collier

Ruth G. Lieberg  
~~Ruth G. Lieberg~~ Ruth G. Lieberg

Jake Rogers  
Jake Rogers

Carol P. Rogers  
Carol P. Rogers

Catherine F. Conrady  
Catherine F. Conrady

Denis A. Conrady  
Denis A. Conrady

Edward H. Turek  
Edward H. Turek

Lola Turek  
Lola Turek

Edward W. Guymon  
Edward W. Guymon

La Verne Guymon  
La Verne Guymon

Stewart A. Bliss

M. Shirley Bliss

F.R. Potter

Martin L. McCarley, Jr.

Phillip H. Jessen

Virginia H. Jessen

Peter K. Church

Lucia T. Church

John Heimel

Donald K. Morris

Arthur G. Bedore

Adrien T. Bedore

Richard H. Cline

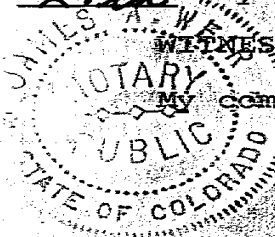
STATE OF COLORADO ]  
] ss.  
COUNTY OF EL PASO ]

The foregoing instrument acknowledged before me this

29th day of October, 1969, by VERNE P. COLLIER.

WITNESS my hand and official seal.

My commission expires: 7-8-72.



James A. Weir  
Notary Public

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

The foregoing instrument acknowledged before me this

19th day of November, 1969, by PETER K. CHURCH  
and LUCIA T. CHURCH.

WITNESS my hand and official seal.

My commission expires: 7-8-72.

James A. Weir  
Notary Public

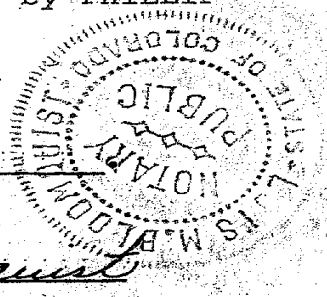
STATE OF COLORADO ]  
COUNTY OF EL PASO ] ss.

The foregoing instrument acknowledged before me this  
19th day of November, 1969, by PHILLIP  
L. JESSEN and VIRGINIA H. JESSEN.

WITNESS my hand and official seal.

My commission expires: May 17, 1970

Leif M. Haanquist  
Notary Public

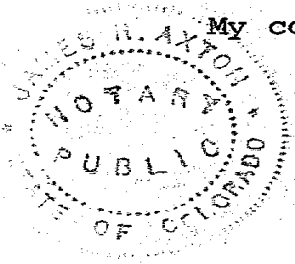


STATE OF Colorado ]  
COUNTY OF El Paso ] ss.

The foregoing instrument acknowledged before me this  
30th day of December, 1969, by RUTH G. <sup>Lieberg</sup> LIEBURG.

WITNESS my hand and official seal.

My commission expires: My Commission expires Jan. 10, 1970.



James R. Axton  
Notary Public

STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ] ss.

The foregoing instrument acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1969, by JAKE ROGERS  
and CAROL P. ROGERS.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

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

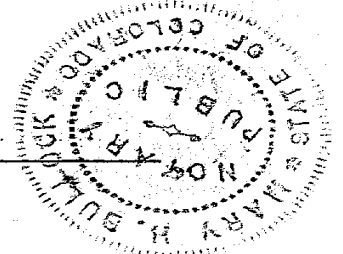
STATE OF Colorado ]  
COUNTY OF El Paso ] ss.

The foregoing instrument acknowledged before me this  
2d day of March, <sup>1970</sup>1969, by CATHERINE F.  
CONRADY and DENIS A. CONRADY.

WITNESS my hand and official seal.

My commission expires: 30 September 1972.

Mary H. Bullard  
Notary Public



STATE OF NEVADA ]  
COUNTY OF CLARK ] ss.

The foregoing instrument acknowledged before me this  
10 day of FEBRUARY, <sup>70</sup>1969, by EDWARD H. TUREK  
and LOLA TUREK.

WITNESS my hand and official seal.

My commission expires: JAN. 11, 1972.



Notary Public - State of Nevada  
CLARK COUNTY  
T. O. MILK

My Commission Expires Jan. 11, 1972

T. O. Milk  
Notary Public

STATE OF El Paso Colorado ]  
COUNTY OF El Paso ] ss.

The foregoing instrument acknowledged before me this  
4th day of December, 1969, by EDWARD W. GUYMON  
and La VERNE GUYMON.

WITNESS my hand and official seal.

My commission expires: 8-14-73.

Marjorie E. Harper  
Notary Public

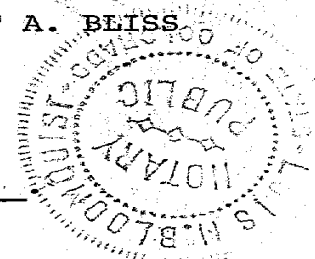
STATE OF Colorado ]  
COUNTY OF El Paso ] ss.

The foregoing instrument acknowledged before me this  
14th day of November, 1969, by STEWART A. BLISS  
and M. SHIRLEY BLISS.

WITNESS my hand and official seal.

My commission expires: May 17, 1970

Leo M. Bloomquist  
Notary Public



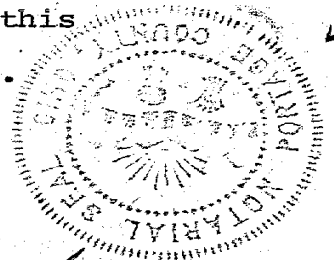
STATE OF Ohio ]  
COUNTY OF Portage ] ss.

The foregoing instrument acknowledged before me this  
7th day of January, 1969, by JOHN HEIMEL.

WITNESS my hand and official seal.

My commission expires: Sept 5, 1971

Marlene England  
Notary Public



STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ] ss.

The foregoing instrument acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1969, by MARTIN L. McCARLEY,  
JR..

WITNESS my hand and official seal.

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

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

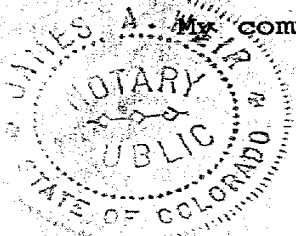


STATE OF Colorado ]  
COUNTY OF El Paso ] ss.

The foregoing instrument acknowledged before me this  
9th day of December, 1969, by F.R. POTTER.

WITNESS my hand and official seal.

My commission expires: 7-8-72.



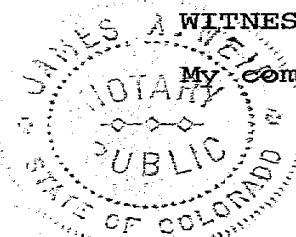
James A. Weir  
Notary Public

STATE OF Colorado ]  
COUNTY OF El Paso ] ss.

The foregoing instrument acknowledged before me this  
11th day of December, 1969, by DONALD K. MORRIS.

WITNESS my hand and official seal.

My commission expires: 7-8-72.



James A. Weir  
Notary Public

STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ] ss.

The foregoing instrument acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1969, by ARTHUR G. BEDORE  
and ADRIAN T. BEDORE.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

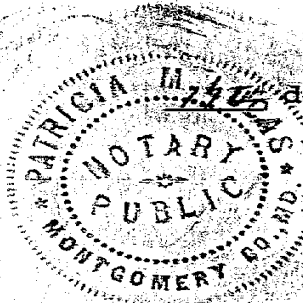
\_\_\_\_\_  
Notary Public

STATE OF MARYLAND ]  
COUNTY OF MONTGOMERY ] ss.

The foregoing instrument acknowledged before me this  
24th day of DECEMBER, 1969, by RICHARD H. CLINE.

WITNESS my hand and official seal.

My commission expires: 7/1/70.



Patricia M. Lucas  
Notary Public

PAWNEE PINES ESTATES

RESTRICTIVE COVENANTS

For

Tract 1, 7, and 8 of Section 23, Township 11 South,  
Range 65 West of the 6th P.M.

OWNERS:

Vernett P. Collier  
Martin E. Lieberg  
Ruth G. Lieberg

To Whom It May Concern:

WHEREAS Vernet P. Collier, Martin E. Lieberg and Ruth G. Lieberg, being the owners of the above described property and being desirous of facilitating a harmonious and attractive development of same so that the comfort, convenience and general welfare of the owners and occupants may be protected, do hereby declare that they establish the following:

These residential covenants shall apply to all tracts of the parent property described herein and shall be in addition to all county restrictions and requirements.

1. All tracts, shall be used for residential homes only, except that church structures shall be permissible on any lot.
2. No dwelling shall be less than 1100 square feet for single floor (or one level) and 1800 square feet if split level or two finished levels. Porches and garages not included. No dwelling over two stories permitted. No sites to be less than 5-acres per single family dwelling.
3. An architectural control committee to be composed of the land owners including the above owners if they are still the owners otherwise any majority of the land owners may control this committee. In the event of death or any need for selection of new committee member, the remaining members of the committee shall have full authority to act in this matter.
4. No building shall be located on any tract nearer to the front line (road line) than 100 feet and no structure shall be erected over a platted easement. Owners of record at covenant filing date shall not be responsible for the clearing of any utility easement right of way along the side line of any individual tract or be responsible for any roads, right of way or easements.
5. No structure of a temporary nature, tent, shack, garage, basement, barn, trailer home, etc. shall be occupied or used as a residence temporarily or permanently provided, however, that any residential structure that has been completed on the outside may be occupied if interior is to be completed promptly.
6. No noxious or offensive activity shall be carried on which may be or become a nuisance of annoyance to the neighborhood. No oil drilling, refining, quarrying, or mining operations to be permitted and no derrick or other structure designed for use in such development shall be erected.
7. Purchasers of individual tracts accept existing road as is and future maintenance or improvements to obtain county acceptance for maintenance shall be the responsibility of individual tract owners.

(Continuation):

8. No person shall be allowed to keep, breed, or raise animals or fowl for commercial purposes. This restriction shall not be construed to prohibit 4 H projects, household pets and horses, kept for recreation and pleasure, if properly confined to prevent damage to others property. A pen or corral shall not be constructed within 100 feet of any existing residence of an adjacent lot.
9. Each tract shall at all times be kept in a clean sightly condition, and all trash and garbage to be kept in sanitary containers and to be disposed of off the premises. No unlicensed vehicles shall be parked or permitted on these tracts.
10. No fence or wall to be erected in the area in front of dwelling structures in excess of 4 feet in height and 6 feet on side lines or around patios.
11. No trees shall be cut and removed from any lot except as necessary to clear a building site for a building approved by the Architectural Control Committee or as necessary in the interest of good forest husbandry. No trees will be cut and removed for commercial purposes.
12. These covenants and restrictions are to run with the land for one year from date of recording and shall automatically be extended each year, unless an instrument signed by the majority of tract owners shall be recorded agreeing to change the covenants and restrictions in whole or part.
13. If any owner of a tract, or any person, shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for any owner of property in this subdivision to prosecute proceedings at law or in equity against the violater to prevent the violation or recover damages for the violation.
14. Invalidation of any of these covenants or restrictions or any provisions hereof, shall in no way affect any of the other covenants or restrictions and same shall remain in full force and effect.

Vern P. Collier  
VERNE P. COLLIER  
Martin E. Lieberg  
MARTIN E. LIEBERG  
Ruth G. Lieberg  
RUTH G. LIEBERG

ADDENDUM TO COVENANTS FOR PAWNEE PINES ESTATES.

Tract 1, and 8 of Section 23, Township 11 South, Range 65 West of the 6th P.M.

Addendum to Item #5

Modular Homes permitted with full basement construction, minimum of 12" eve overhang, 4" wall construction and must be approved by County Planning.

Vern P. Collier  
VERNE P. COLLIER  
Martin E. Lieberg  
MARTIN E. LIEBERG  
Ruth G. Lieberg  
RUTH G. LIEBERG

Received at 3:30 o'clock P. M. JUL 20 1973  
Reception No. 00797 HARNET BEALS

BOOK 2606 PAGE 860

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That, VERNE P. COLLIER, whose address is 2629 Holiday Lane,  
Colorado Springs, County of El Paso, State of Colorado, for the consider-  
ation of TEN DOLLARS (\$10.00) and other good and valuable consideration,  
in hand paid, hereby sells and quitclaims to PETER K. CHURCH and LUCIA T.  
CHURCH, whose address is Cascade, County of El Paso, State of Colorado  
and to PHILLIP L. JESSEN and VIRGINIA H. JESSEN, whose address is 744  
Panorama Drive, Colorado Springs, County of El Paso, State of Colorado,  
the following real property situate in the County of El Paso, State  
of Colorado, to-wit:

A non-exclusive easement for roadway purposes  
over, under and across the following described  
property:

The South 20 feet of the Northeast quarter of  
the Northwest quarter, the South 20 feet of  
the Northwest quarter of the Northeast quarter;  
the South 20 feet of the East 20 feet of the  
Northwest Quarter of the Northwest quarter;  
the South 20 feet of the West 20 feet of the  
Northeast quarter of the Northeast quarter;  
the West 20 feet of the Southeast quarter of the  
Northeast quarter; the West 20 feet of the  
East half of the Southeast quarter; the East  
20 feet of the Southwest quarter of the North-  
east quarter; the East 20 feet of the West half  
of the Southeast quarter; the West 20 feet of  
the Southeast quarter of the Northwest quarter;  
the West 20 feet of the East half of the South-  
west quarter of the Northwest quarter; and the  
East 20 feet of the West half of the Southwest  
quarter; all in Section 23, Township 11 South,  
Range 65 West of the 6th P.M.

with all its appurtenances.

SIGNED AND DELIVERED this 6 day of July, 1968.

Verne P. Collier  
Verne P. Collier

STATE DOCUMENTARY

JUL 20 1973

FEE \$ None

*Consideration less than \$100.00*

STATE OF COLORADO     )  
                              ) SS  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me  
this 6<sup>th</sup> day of July, 1968, by Verne P. Collier.

WITNESS my hand and official seal.

My commission expires February 20, 1971.



Charlotte E. Drabney  
Notary Public

725516

Red. Ctr. 114-50-35 Dec. 21, 1945, 2:27 P.M.

Grace M. Cline, \$86.35 Dec. 21, 1945, tax of 1942.

Lots 12, 13, Blk. K, Platte Acres. Total includes 1943 tax

\$40.90

517 to 550 misc.

725551

Warranty Deed 1084- 354

Birdie L. Johnson,  
Marshall Johnson,

to

Ervin E. Clark and M. Thelma Clark.  
(Plu. hdg. joint ten.)

\$1.

Oct. 26, 1945.

Oct. 26, 1945,

Martin Drake, N.P.

El Paso Co. Colo. (Seal)

Dec. 21, 1945,

3:06 P.M.

Lot 4 and the East 2 feet off the West side of Lot 5, Block  
4 Rustic Home Addition in Colorado Springs, Colorado.  
Rev. \$3.30

725552

Trust Deed 1092- 166

Ervin E. Clark,  
M. Thelma Clark,

to

The Public Trustee in said  
El Paso County, Use of Birdie  
L. Johnson and Marshall Johnson.

\$1.

Oct. 26, 1945.

Oct. 26, 1945,

Martin Drake, N.P.

El Paso Co. Colo. (Seal)

Dec. 21, 1945,

3:07 P.M.

(all the prem.)

Lot 4 and the East 2 feet off the West side of Lot 5, Block 4  
Rustic Home Addition in Colorado Springs, Colorado.

Secures payment of \$2100. 7 years after date, with interest from  
date until paid at 6% per annum, interest payable monthly. \$25. or more  
including interest is due and payable each month beginning January 19, 1946.

553 misc.

725554

Certificate 957-289

Cherry Creek Soil Conservation  
District.

Dec. 3, 1945.

Dec. 21, 1945,

2:10 P.M.

Boundaries are changed in accordance with legal description  
hereto attached. Original District in Douglas and Elbert Counties.

Addition No. 4 by Petition to District Supervisors:

NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$  Section 6, Twp. 11 S.R. 65 W.; N $\frac{1}{2}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
Section 1, Twp. 11 S. R. 66 W. approximately 640 acres.

Addition by Referendum Election November 27, 1945.

Beginning at the northwest corner of Section 6, Twp. 11 S. R.  
66 W.; thence east along the north line of Twp. 11 S.R. E 6 6 W. 5 miles  
to the northwest corner of Sec. 1, Twp. 11 S. R. 66 W; thence South three-  
quarters, east one-quarter, south one-quarter, east one-quarter, north one-  
half to the center of Sec. 1, Twp. 11 S.R. 66 W; thence east one-half to  
the east quarter corner of Sec. 1, Twp. 11 S. R. 66 W; thence east one-  
contd.

554 contd.

quarter, south one-quarter, east one-quarter and north three-quarters to the north quarter corner of Sec. 6, Twp. 11 S.R. 65 W; thence east along the north line of Twp. 11 S.R. 65 W.  $4\frac{1}{2}$  miles to the northeast corner of Sec. 2, Twp. 11 S.R. 65 W.; thence south one and three-quarters miles, west one-quarter, south one-quarter and west one-quarter to the ~~north~~ south quarter corner of Sec. 11, Twp. 11 S. R. 65 W.; thence south one-half mile to the center of Sec. 14, Twp. 11 S.R. 65 W; thence west one-quarter, north one-half, west one-quarter and south 1 mile to the southeast corner of Sec. 15, Twp/ 11 S.R. 65 W; thence east 1 mile, south 1 mile and west 2 miles to the southwest corner of Sec. 22, Twp. 11 S. R. 65 W.; thence south one and one-quarter miles, west one and one-half miles, south one-half, west one-half, south one-quarter and west 1 mile to the southwest corner of Sec. 31, Twp. 11 S. R. 65 W.; thence north 1 mile, west 1 mile and north 1 mile to the northeast corner of Sec. 26, Twp. 11 S. R. 66 W.; thence west one and one-quarter miles, south one-half, west one-half, north one-quarter, west one-quarter, and north one-quarter to the southwest corner of Sec. 22, Twp. 11 S.R. 66 W.; thence west one and one-half miles, north one-half, east one-half and north 1 mile to the west quarter corner of Sec. 16, Twp. 11 S.R. 66 W; thence west one-quarter, north one-quarter, west one-quarter and south one-quarter to the center of Sec. 17, Twp. 11 S.R. 65 W; thence west one-quarter, north one-half, west one-half, north three-quarters, east one-half, north one-quarter and west one and one-quarter miles to the southwest corner of Sec. 6, Twp. 11 S. R. 66 W.; thence north one-half to the west quarter corner of Sec. 6, Twp. 11 S.R. 66 W.; thence west one-half to the center of Sec. 1, Twp. 11 S.R. 67 W.; thence north one-half and east one-half miles to the point of beginning; all in El Paso and Douglas Counties, Colorado, and excluding all incorporated municipalities and all areas devoted exclusively to commercial or industrial use, and expressly excluding the following lands:

$E\frac{1}{2}SW\frac{1}{4}$  Sec. 8, Twp. 11 S.R. 65 W. 80 acres.  
 $S\frac{1}{2}SW\frac{1}{4}$  (except road) Sec. 9, Twp. 11 S.R. 65 W. 200 acres  
 $W\frac{1}{2}NW\frac{1}{4}$  Sec. 14, Twp. 11 S.R. 65 W. 80 acres  
 $E\frac{1}{2}NW\frac{1}{4}$  and  $NE\frac{1}{4}$  (except road and except tract in SW corner of  $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ,  $NE\frac{1}{4}$  209 x 209 feet) 240 acres Sec. 17 Twp. 11 S.R. 65 W.  
 $W\frac{1}{2}SW\frac{1}{4}$  (except road) Sec. 17, Twp. 11 S.R. 65 W. 80 acres  
 $E\frac{1}{2}SE\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ , Sec. 18, Twp. 11 S. R. 65 W. 120 acres  
 $SE\frac{1}{4}SW\frac{1}{4}$  Sec. 18, Twp. 11 S.R. 65 W. 40 acres  
A total of 840 acres more or less.

725555

Notice of Tax Lien 970- 336

United States Internal Revenue,  
District of Colorado,

vs.

Eva B. Hazer.

Name of taxpayer Eva B. Hazer.  
Nature of tax Income Tax  
Year or taxable period ended 1944  
Date assessment list received May 15, 1945.  
Amount of assessment \$59.32

Ralph Nicholas, Collector.

Dec. 13, 1945.  
Dec. 13, 1945,  
Mayme Garrett, N.P. City &  
Co. of Denver, Colo. (Seal)  
Dec. 21, 1945,  
3:11 P.M.

725556

Trust Deed 1047- 257



**AGRICULTURAL STRUCTURE EXEMPTION FROM THE BUILDING CODE  
AFFIDAVIT**

I, Edward D. Ritchey, have applied for approval of an agricultural structure exemption from the Building Code for the purposes stated under the file number listed above (hereinafter referred to as the "Application"). Under the application and being duly sworn on oath deposes and says:

I, as applicant, owner and hold title to the following described real property:

17104 E Goshawk RD, Colorado Springs, CO 80908 Street Address  
N2 NW 4 SE 4 Sec 23-11-65 Legal Description  
5123000017 Assessor Tax Schedule Number

El Paso County, Colorado

I hereby acknowledge and agree to the following:

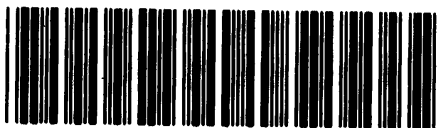
- The information provided on my application is accurate and demonstrates an agricultural use on the property described above.
- An agricultural structure shall not be exempt from obtaining a building permit unless an application for an agricultural structure exemption from the Building Code and a site plan have been approved by the El Paso County Planning and Community Development Department and this affidavit is signed and recorded with the El Paso County Clerk and Recorder's Office.
- The structure shall not be converted to a use other than an agricultural use without first obtaining all applicable permits and approvals from the Pikes Peak Regional Building Department and the El Paso County Planning and Community Development Department.

By signing this affidavit, I authorize inspections pursuant to the El Paso County Land Development Code by the Planning and Community Development Department for the purpose of verifying compliance with the approved application. I understand that if I refuse inspection of the structure or if an inspection reveals noncompliance with the approved application or with the El Paso County Land Development Code; the Planning and Community Development Department may schedule a hearing before the Board of County Commissioners and request that the Board revoke or rescind approval of this application and a building permit will therefore be required.

This affidavit shall be recorded with the El Paso County Clerk and Recorder's Office and shall be binding for the PROPERTY on all successors' heirs and assigns.

Chuck Broerman  
10/19/2020 03:32:29 PM  
Doc \$0.00 3  
Rec \$23.00 Pages

El Paso County, CO



220166722

**REPRODUCTION COPY**

FILE NO. AG \_\_\_\_\_

I, Edward D. Ritchey, being duly sworn, state that the foregoing facts and contents of this application for an agricultural structure exemption from the Building Code are true and correct to the best of my knowledge, information, and belief.

Ed D. R. B.  
Signature

State of Colorado  
County of Elbert

Signed before me on October 16, 2020  
by Edward Ritchey (name(s) of individual(s) making statement).

82  
(Notary's official signature)  
Notary Public  
(Title of office)  
6-26-2022  
(Commission Expiration)

SHAWN PATAVINA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184026482  
MY COMMISSION EXPIRES JUNE 26, 2022

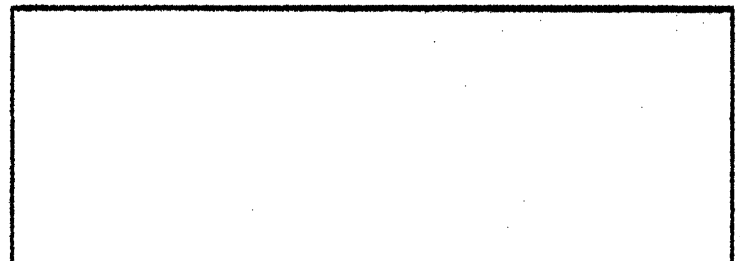
I, \_\_\_\_\_, being duly sworn, state that the foregoing facts and contents of this application for an agricultural structure exemption from the Building Code are true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Signature

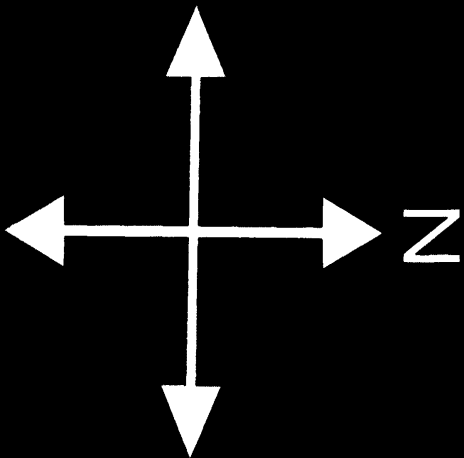
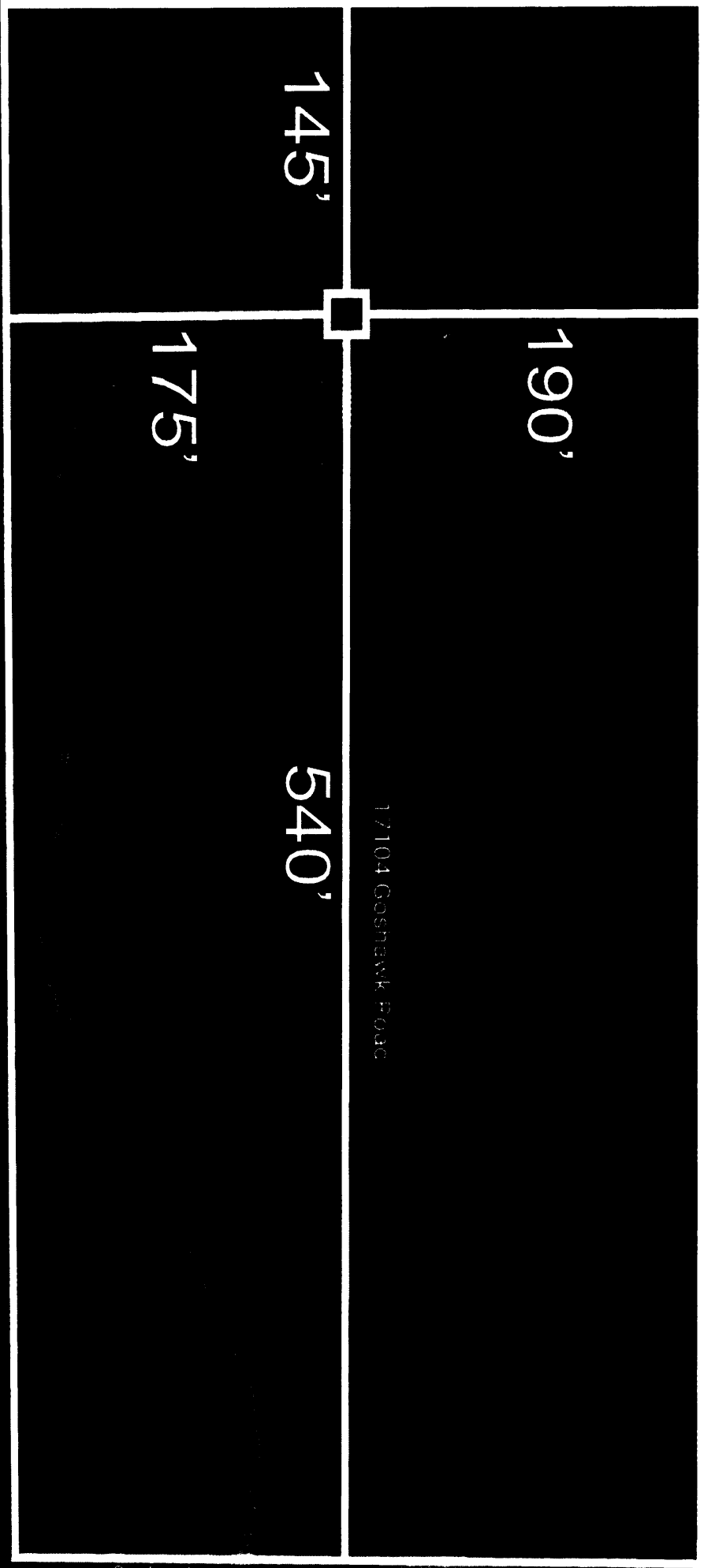
State of \_\_\_\_\_  
County of \_\_\_\_\_

Signed before me on \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (name(s) of individual(s) making statement).

\_\_\_\_\_  
(Notary's official signature)  
\_\_\_\_\_  
(Title of office)  
\_\_\_\_\_  
(Commission Expiration)



AG2042  
RR-5  
20 ACRES  
CD: 4/26/65  
1296 SQ FT BARN WITH 288 SQ FT LEAN TO  
CONDITION OF APPROVAL: BARN CANNOT BE USED FOR EVENTS AS PART OF VARIANCE OF USE



**APPROVED**  
**Plan Review**

10/15/2020 10:30:52 AM

*As drafted*

EPC Planning & Community  
Development Department

**Not Required**  
**BESQCP**

10/15/2020 10:34:57 AM

*As drafted*

EPC Planning & Community  
Development Department



ANY APPROVAL GIVEN BY  
EL PASO COUNTY, THE NEEDED  
TO COMPLY WITH APPLICABLE  
FEDERAL, STATE, OR LOCAL  
LAWS AND/OR REGULATION

Planning & Community Development Department  
approval is contingent upon compliance with all  
applicable codes on the record and all  
conditions of approval. The approval is not  
guaranteed and is subject to the discretion of the  
Planning & Community Development Department  
prior to the establishment of any driveway and a  
County road

Division of Backlog of any drainage way  
and any other conditions of approval. The  
Planning & Community Development Department  
Planning & Community Development Department



It is the owner's responsibility to  
coordinate with easement holders  
to avoid impact to utilities that  
may be located in the easements.

100 ft

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR A DETERMINATION OF A RIGHT TO AN ALLOCATION OF  
GROUNDWATER IN THE KIOWA-BIJOU DESIGNATED GROUNDWATER BASIN

---

DETERMINATION NO.: 4087-BD

AQUIFER: Laramie-Fox Hills

APPLICANT: Deborah L. Ritchey and Edward D. Ritchey

---

In compliance with section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Deborah L. Ritchey and Edward D. Ritchey (Applicant) submitted an application to the Colorado Ground Water Commission (Commission) for a determination of a right to an allocation of designated groundwater from the Laramie-Fox Hills Aquifer.

**FINDINGS**

1. The application was received by the Commission on October 1, 2020.
2. The Applicant requests a determination of right to an allocation of designated groundwater (Determination) in the Laramie-Fox Hills aquifer (Aquifer) underlying 20 acres, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., in El Paso County (Overlying Land). According to a Nontributary Groundwater Landownership Statement dated September 28, 2020, attached hereto as Exhibit A, the Applicant owns the 20 acres of land, which are further described in said Ownership Statement, and claims control of the right to the groundwater in the Aquifer underlying the land.
3. The Overlying Land is located within the boundaries of the Kiowa-Bijou Designated Groundwater Basin. The Commission has jurisdiction over the designated groundwater that is the subject of this Determination.
4. The Commission's Staff has evaluated the application relying on the claims to control of the groundwater in the Aquifer underlying the Overlying Land made by the Applicant.
5. The Applicant intends to apply the groundwater in the Aquifer underlying the Overlying Land to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The Applicant's proposed place of use of the groundwater in the Aquifer underlying the Overlying Land is the above described 20 acres of Overlying Land.
6. Pursuant to section 37-90-107(7)(a), and in accordance with the Designated Basin Rules, the Commission shall allocate the groundwater in the Aquifer underlying the Overlying Land on the basis of the ownership of the Overlying Land.
7. The amount of water in storage in the Aquifer underlying the 20 acres of Overlying Land claimed by the Applicant is 585 acre-feet. This determination was based on the following as specified in the Designated Basin Rules.
  - a. The average specific yield of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 15 percent.

Determination No.: 4087-BD

Page 2

Aquifer: Laramie-Fox Hills

Applicant: Deborah L. Ritchey and Edward D. Ritchey

- b. The average thickness of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 195 feet.
8. A review of the records in the Office of the State Engineer has disclosed that none of the groundwater in the Aquifer underlying the Overlying Land has been either previously determined to be allocated by the Commission, has been permitted for withdrawal by large capacity wells that have rights that were initiated prior to November 19, 1973 that are subject to section 37-90-107(7)(b), or has been permitted for withdrawal by existing small capacity wells withdrawing water under permits issued pursuant to section 37-90-105, C.R.S. The amount of designated groundwater in the Aquifer underlying the Overlying Land that is available for allocation in this Determination is 585 acre-feet.
9. Pursuant to section 37-90-107(7)(c)(III), an approved determination of a right to an allocation shall be considered a final determination of the amount of groundwater so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
10. Pursuant to section 37-90-107(7)(d), the Commission has authority to issue well permits pursuant to subsection 107(7) (i.e. permits for large capacity wells) for the withdrawal of designated groundwater from the Aquifer. Pursuant to section 37-90-107(7)(a) the Commission shall adopt the necessary rules to carry out the provisions of subsection (7). Pursuant to section 37-90-111(h), C.R.S., the Commission is empowered to adopt rules necessary to carry out the provisions of Article 90 of Title 37. In accordance with that authority, the Commission has adopted the Rules and Regulations for the Management and Control of Designated Ground Water (2 CCR 410-1) ("Designated Basin Rules", or "Rules").
11. Large capacity well permits issued pursuant to section 37-90-107(7) are subject to the following provisions of statute and the Designated Basin Rules.
  - a. Pursuant to section 37-90-107(7)(a) well permits issued pursuant to subsection 107(7) shall allow withdrawals on the basis of an aquifer life of one hundred years. The 585 acre-feet of water in the Aquifer underlying the Overlying Land available for allocation in this Determination, if permitted for withdrawal by large capacity wells on the basis of an aquifer life of one hundred years, would result in an allowed average annual amount of withdrawal of 5.85 acre-feet per year.
  - b. Any amounts of groundwater in the Aquifer allocated in this Determination that are permitted for withdrawal pursuant to section 37-90-105, by small capacity well permits issued after the issuance of this Determination reduce the amount of water, and the allowed average annual amount of withdrawal, that may be withdrawn by wells permitted pursuant to section 37-90-107(7).
  - c. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of groundwater from the Aquifer underlying the Overlying Land will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the groundwater in the Aquifer underlying the Overlying Land is nontributary groundwater as defined in Rule 4.2.22 of the Designated Basin Rules.

Determination No.: 4087-BD

Page 3

Aquifer: Laramie-Fox Hills

Applicant: Deborah L. Ritchey and Edward D. Ritchey

Pursuant to the Rules, no more than 98% of the amount of the groundwater in the Aquifer underlying the Overlying Land withdrawn annually shall be consumed.

12. Pursuant to section 37-90-105(1), the State Engineer has the authority to approve small capacity well permits. While water withdrawn from the Aquifer from beneath the Overlying Land by small capacity wells may consist of the groundwater allocated herein, the Commission recognizes that in approving small capacity permits the State Engineer is not bound by the terms and conditions of this Determination, and may approve small capacity permits based on standards and with such conditions as the State Engineer considers appropriate.
13. The ability of wells permitted to withdraw the authorized amount of water from this nonrenewable Aquifer may be less than the one hundred years upon which the amount of water in the Aquifer is allocated, due to anticipated water level declines.
14. In accordance with sections 37-90-107(7)(c)(II) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on November 26, 2020 and December 3, 2020. No objections to the application were received within the time limit set by statute.

### ORDER

In accordance with section 37-90-107(7) and the Designated Basin Rules, the Commission hereby determines a right to an allocation of designated groundwater in the Laramie-Fox Hills Aquifer underlying 20 acres of land, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., further described in Exhibit A, subject to the following conditions.

15. The amount (i.e. volume) of water in the Aquifer underlying the 20 acres of Overlying Land allocated herein is 585 acre-feet (Underlying Groundwater).
16. The amount (i.e. volume) of Underlying Groundwater allocated herein shall be considered final, except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes, if such information indicates that the initial estimate of the amount of Underlying Groundwater in the Aquifer was incorrect.
17. Approval of this Determination meets the requirements of section 37-90-107(7)(d)(II), that requires a determination of groundwater to be withdrawn by a well be made prior to the granting of a well permit pursuant to section 37-90-107(7).
18. Well permits issued pursuant to section 37-90-107(7), (i.e. large capacity wells) and this Determination are subject to the following conditions.
  - a. The total amount of Underlying Groundwater that may be withdrawn from the Aquifer by all large capacity wells permitted pursuant to this Determination may not exceed a volume of 585 acre-feet, less any amount of the Underlying Groundwater allocated herein permitted to be withdrawn by small capacity wells issued permits pursuant to section 37-90-105 after the issuance of this Determination. The amounts of water permitted to be withdrawn by such small capacity wells shall be considered to be one-hundred times the annual withdrawals permitted to be withdrawn by those wells.

Determination No.: 4087-BD

Page 4

Aquifer: Laramie-Fox Hills

Applicant: Deborah L. Ritchey and Edward D. Ritchey

- b. The allowed average annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water shall be equal to the volume of water permitted to be withdrawn by that well (or well field) divided by one-hundred years.
- c. The allowed maximum annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water may exceed the allowed average annual amount of withdrawal allowed by the well permit(s) as long as the total volume of water withdrawn by such well(s) does not exceed the product of the number of years since the date(s) of issuance of the well permit(s) times the allowed average annual amount of withdrawal allowed by the well permit(s).
- d. The Applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
- e. No more than 98% of the amount of Underlying Groundwater withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the Underlying Groundwater withdrawn annually is being consumed.
- f. The use of the Underlying Groundwater shall be limited to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The place of use of the Underlying Groundwater shall be limited to the above described 20 acres of Overlying Land. The Underlying Groundwater that is the subject of this Determination may be reused and successively used to extinction to the extent dominion and control over the water is maintained and its volume can be distinguished from the volume of any stream system into which it is introduced to the satisfaction of the Commission.
- g. The wells must be located on the above described 20 acres of Overlying Land.
- h. No well shall be located within 600 feet of any existing large-capacity well in the same Aquifer unless a Waiver of Claim of Injury is obtained from the owner of the existing well or unless the Commission, after a hearing, finds that circumstances in a particular instance warrant that a well may be permitted without regard to this limitation.
- i. The wells must be constructed to withdraw water from only the Laramie-Fox Hills Aquifer.
- j. The entire depth of each well must be geophysically logged prior to installing the casing in the same manner as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
- k. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and permanently maintained by the well owner and submitted to the Commission.

Determination No.: 4087-BD  
Aquifer: Laramie-Fox Hills  
Applicant: Deborah L. Ritchey and Edward D. Ritchey

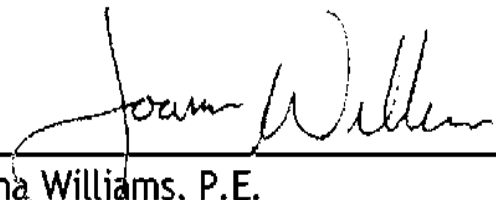
Page 5

- l. The well shall be marked in a conspicuous place with this determination number, the well permit number, and the name of the Aquifer. The well owner shall take necessary means and precautions to preserve these markings.
- 19. A copy of this Determination shall be recorded by the Applicant in the public records of the county in which the Overlying Land is located so that a title examination of the above described 20 acres of Overlying Land area, or any part thereof, shall reveal the existence of this Determination.
- 20. The right to an allocation of designated groundwater determined herein is a vested property right with specific ownership. Some or all of the water right may be transferred independent of the land under which the right originated. Any action taken that is intended to convey, transfer, and/or sell the subject water right shall explicitly identify this Determination number, the specific Aquifer, and the total amount (i.e. volume) of the right that is being conveyed.

Dated this 7th day of January, 2021.



Kevin G. Rein, P.E  
Executive Director  
Colorado Ground Water Commission

By:   
Joanna Williams, P.E.  
Water Resource Engineer

Prepared by: wad  
F&O4087-BD.doc





Exhibit A  
Determination no. 4087-BD  
Page 1 of 1

RCVD DWR  
11/19/2020

Form no. **DIVISION OF WATER RESOURCES**  
GWS-1 **DEPARTMENT OF NATURAL RESOURCES**  
(1/2020) **1313 Sherman St, Room 821, Denver, CO 80203**  
**(303) 866-3581, [www.colorado.gov/water](http://www.colorado.gov/water), [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us)**

**NONTRIBUTARY GROUNDWATER LANDOWNERSHIP STATEMENT**

This form is to be submitted with applications for the following, when the applicant is the owner of the overlying land.  
1) A well permit to withdraw groundwater from the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or other aquifer the applicant claims contains nontributary groundwater, outside of a Designated Groundwater Basin subject to section 37-90-137(4), C.R.S., except when the right to withdraw the groundwater has been determined by a valid decree; OR  
2) A determination of water right in the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or a well permit to withdraw groundwater from those aquifers that are subject to Designated Basin Rule 5.4, within a Designated Groundwater Basin.  
**NOTE:** Form submittal instructions can be found on our website [Colorado.gov/water](http://Colorado.gov/water). See instructions on the reverse of this form.  
Type or print in black or blue ink.

<b>1. APPLICANT INFORMATION</b>			
Name of Applicant Deborah L. Ritchey and Edward D. Ritchey			
Mailing Address 17104 E Goshawk Rd	City Colorado Springs	State CO	Zip Code 80908
Telephone Number (include area code) 303-590-8938		Email drithceyinco@gmail.com; ebp@cowaterlaw.com	
<b>2. AQUIFER</b> Laramie-Fox Hills			
<b>3. CLAIM OF OWNERSHIP</b> – I hereby claim that I am the owner of the following described property, as evidenced by the attached copy of a deed recorded in the county in which the property is located.  Number of acres: 20 in the county of: El Paso described as follows (insert legal description).  the N1/2NW1/4SE1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M, more particularly described as 17104 E Goshawk Rd, Colorado Springs, CO 80908 in El Paso County, Colorado        - I further claim that the right to withdraw the groundwater in the aquifer underlying the above described property has not been reserved by another, nor has consent been given to another for the right to its withdrawal.			
<b>4. THE APPLICANT MUST PROVIDE</b> – a Verification of Notice of Application (form no. GWS-43) (see instructions for exceptions).			
<b>5. SIGNATURE</b> – Sign or enter name(s) of applicant(s) or authorized agent. The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.  Signature:  Date: 9-28-2020  Print name and title: Deborah L. Ritchey, owner Edward D. Ritchey, owner			

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR A DETERMINATION OF A RIGHT TO AN ALLOCATION OF  
GROUNDWATER IN THE KIOWA-BIJOU DESIGNATED GROUNDWATER BASIN

---

DETERMINATION NO.: 4088-BD

AQUIFER: Arapahoe

APPLICANT: Deborah L. Ritchey and Edward D. Ritchey

---

In compliance with section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Deborah L. Ritchey and Edward D. Ritchey (Applicant) submitted an application to the Colorado Ground Water Commission (Commission) for a determination of a right to an allocation of designated groundwater from the Arapahoe Aquifer.

**FINDINGS**

1. The application was received by the Commission on October 1, 2020.
2. The Applicant requests a determination of right to an allocation of designated groundwater (Determination) in the Arapahoe aquifer (Aquifer) underlying 20 acres, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., in El Paso County (Overlying Land). According to a Nontributary Groundwater Landownership Statement dated September 28, 2020, attached hereto as Exhibit A, the Applicant owns the 20 acres of land, which are further described in said Ownership Statement, and claims control of the right to the groundwater in the Aquifer underlying the land.
3. The Overlying Land is located within the boundaries of the Kiowa-Bijou Designated Groundwater Basin. The Commission has jurisdiction over the designated groundwater that is the subject of this Determination.
4. The Commission's Staff has evaluated the application relying on the claims to control of the groundwater in the Aquifer underlying the Overlying Land made by the Applicant.
5. The Applicant intends to apply the groundwater in the Aquifer underlying the Overlying Land to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The Applicant's proposed place of use of the groundwater in the Aquifer underlying the Overlying Land is the above described 20 acres of Overlying Land.
6. Pursuant to section 37-90-107(7)(a), and in accordance with the Designated Basin Rules, the Commission shall allocate the groundwater in the Aquifer underlying the Overlying Land on the basis of the ownership of the Overlying Land.
7. The amount of water in storage in the Aquifer underlying the 20 acres of Overlying Land claimed by the Applicant is 884 acre-feet. This determination was based on the following as specified in the Designated Basin Rules.
  - a. The average specific yield of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 17 percent.

Determination No.: 4088-BD

Page 2

Aquifer: Arapahoe

Applicant: Deborah L. Ritchey and Edward D. Ritchey

- b. The average thickness of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 260 feet.
8. A review of the records in the Office of the State Engineer has disclosed that none of the groundwater in the Aquifer underlying the Overlying Land has been either previously determined to be allocated by the Commission, has been permitted for withdrawal by large capacity wells that have rights that were initiated prior to November 19, 1973 that are subject to section 37-90-107(7)(b), or has been permitted for withdrawal by existing small capacity wells withdrawing water under permits issued pursuant to section 37-90-105, C.R.S. The amount of designated groundwater in the Aquifer underlying the Overlying Land that is available for allocation in this Determination is 884 acre-feet.
9. Pursuant to section 37-90-107(7)(c)(III), an approved determination of a right to an allocation shall be considered a final determination of the amount of groundwater so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
10. Pursuant to section 37-90-107(7)(d), the Commission has authority to issue well permits pursuant to subsection 107(7) (i.e. permits for large capacity wells) for the withdrawal of designated groundwater from the Aquifer. Pursuant to section 37-90-107(7)(a) the Commission shall adopt the necessary rules to carry out the provisions of subsection (7). Pursuant to section 37-90-111(h), C.R.S., the Commission is empowered to adopt rules necessary to carry out the provisions of Article 90 of Title 37. In accordance with that authority, the Commission has adopted the Rules and Regulations for the Management and Control of Designated Ground Water (2 CCR 410-1) ("Designated Basin Rules", or "Rules").
11. Large capacity well permits issued pursuant to section 37-90-107(7) are subject to the following provisions of statute and the Designated Basin Rules.
  - a. Pursuant to section 37-90-107(7)(a) well permits issued pursuant to subsection 107(7) shall allow withdrawals on the basis of an aquifer life of one hundred years. The 884 acre-feet of water in the Aquifer underlying the Overlying Land available for allocation in this Determination, if permitted for withdrawal by large capacity wells on the basis of an aquifer life of one hundred years, would result in an allowed average annual amount of withdrawal of 8.84 acre-feet per year.
  - b. Any amounts of groundwater in the Aquifer allocated in this Determination that are permitted for withdrawal pursuant to section 37-90-105, by small capacity well permits issued after the issuance of this Determination reduce the amount of water, and the allowed average annual amount of withdrawal, that may be withdrawn by wells permitted pursuant to section 37-90-107(7).
  - c. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of groundwater from the Aquifer underlying the Overlying Land will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the groundwater in the Aquifer underlying the Overlying Land is nontributary groundwater as defined in Rule 4.2.22 of the Designated Basin Rules. Pursuant to the Rules, no more than 98% of the amount of the groundwater in the Aquifer underlying the Overlying Land withdrawn annually shall be consumed.

Determination No.: 4088-BD

Page 3

Aquifer: Arapahoe

Applicant: Deborah L. Ritchey and Edward D. Ritchey

12. Pursuant to section 37-90-105(1), the State Engineer has the authority to approve small capacity well permits. While water withdrawn from the Aquifer from beneath the Overlying Land by small capacity wells may consist of the groundwater allocated herein, the Commission recognizes that in approving small capacity permits the State Engineer is not bound by the terms and conditions of this Determination, and may approve small capacity permits based on standards and with such conditions as the State Engineer considers appropriate.
13. The ability of wells permitted to withdraw the authorized amount of water from this nonrenewable Aquifer may be less than the one hundred years upon which the amount of water in the Aquifer is allocated, due to anticipated water level declines.
14. In accordance with sections 37-90-107(7)(c)(II) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on November 26, 2020 and December 3, 2020. No objections to the application were received within the time limit set by statute.

#### ORDER

In accordance with section 37-90-107(7) and the Designated Basin Rules, the Commission hereby determines a right to an allocation of designated groundwater in the Arapahoe Aquifer underlying 20 acres of land, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., further described in Exhibit A, subject to the following conditions.

15. The amount (i.e. volume) of water in the Aquifer underlying the 20 acres of Overlying Land allocated herein is 884 acre-feet (Underlying Groundwater).
16. The amount (i.e. volume) of Underlying Groundwater allocated herein shall be considered final, except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes, if such information indicates that the initial estimate of the amount of Underlying Groundwater in the Aquifer was incorrect.
17. Approval of this Determination meets the requirements of section 37-90-107(7)(d)(II), that requires a determination of groundwater to be withdrawn by a well be made prior to the granting of a well permit pursuant to section 37-90-107(7).
18. Well permits issued pursuant to section 37-90-107(7), (i.e. large capacity wells) and this Determination are subject to the following conditions.
  - a. The total amount of Underlying Groundwater that may be withdrawn from the Aquifer by all large capacity wells permitted pursuant to this Determination may not exceed a volume of 884 acre-feet, less any amount of the Underlying Groundwater allocated herein permitted to be withdrawn by small capacity wells issued permits pursuant to section 37-90-105 after the issuance of this Determination. The amounts of water permitted to be withdrawn by such small capacity wells shall be considered to be one-hundred times the annual withdrawals permitted to be withdrawn by those wells.

Determination No.: 4088-BD

Page 4

Aquifer: Arapahoe

Applicant: Deborah L. Ritchey and Edward D. Ritchey

- b. The allowed average annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water shall be equal to the volume of water permitted to be withdrawn by that well (or well field) divided by one-hundred years.
- c. The allowed maximum annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water may exceed the allowed average annual amount of withdrawal allowed by the well permit(s) as long as the total volume of water withdrawn by such well(s) does not exceed the product of the number of years since the date(s) of issuance of the well permit(s) times the allowed average annual amount of withdrawal allowed by the well permit(s).
- d. The Applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
- e. No more than 98% of the amount of Underlying Groundwater withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the Underlying Groundwater withdrawn annually is being consumed.
- f. The use of the Underlying Groundwater shall be limited to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The place of use of the Underlying Groundwater shall be limited to the above described 20 acres of Overlying Land. The Underlying Groundwater that is the subject of this Determination may be reused and successively used to extinction to the extent dominion and control over the water is maintained and its volume can be distinguished from the volume of any stream system into which it is introduced to the satisfaction of the Commission.
- g. The wells must be located on the above described 20 acres of Overlying Land.
- h. No well shall be located within 600 feet of any existing large-capacity well in the same Aquifer unless a Waiver of Claim of Injury is obtained from the owner of the existing well or unless the Commission, after a hearing, finds that circumstances in a particular instance warrant that a well may be permitted without regard to this limitation.
- i. The wells must be constructed to withdraw water from only the Arapahoe Aquifer.
- j. The entire depth of each well must be geophysically logged prior to installing the casing in the same manner as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
- k. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and permanently maintained by the well owner and submitted to the Commission.
- l. The well shall be marked in a conspicuous place with this determination number, the well permit number, and the name of the Aquifer. The well owner shall take necessary means and precautions to preserve these markings.

Determination No.: 4088-BD  
Aquifer: Arapahoe  
Applicant: Deborah L. Ritchey and Edward D. Ritchey

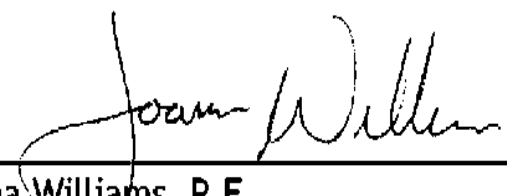
Page 5

19. A copy of this Determination shall be recorded by the Applicant in the public records of the county in which the Overlying Land is located so that a title examination of the above described 20 acres of Overlying Land area, or any part thereof, shall reveal the existence of this Determination.
20. The right to an allocation of designated groundwater determined herein is a vested property right with specific ownership. Some or all of the water right may be transferred independent of the land under which the right originated. Any action taken that is intended to convey, transfer, and/or sell the subject water right shall explicitly identify this Determination number, the specific Aquifer, and the total amount (i.e. volume) of the right that is being conveyed.

Dated this 7th day of January, 2021.



Kevin G. Rein, P.E  
Executive Director  
Colorado Ground Water Commission

By:   
Joanna Williams, P.E.  
Water Resource Engineer

Prepared by: wad  
F&O4088-BD.doc

Exhibit A  
Determination no. 4088-BD  
Page 1 of 1

Form no. **DIVISION OF WATER RESOURCES**  
GWS-1 **DEPARTMENT OF NATURAL RESOURCES**  
(1/2020) **1313 Sherman St, Room 821, Denver, CO 80203**  
**(303) 866-3581, [www.colorado.gov/water](http://www.colorado.gov/water), [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us)**

**RCVD DWR**  
**11/19/2020**

**NONTRIBUTARY GROUNDWATER LANDOWNERSHIP STATEMENT**

This form is to be submitted with applications for the following, when the applicant is the owner of the overlying land.  
1) A well permit to withdraw groundwater from the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or other aquifer the applicant claims contains nontributary groundwater, outside of a Designated Groundwater Basin subject to section 37-90-137(4), C.R.S., except when the right to withdraw the groundwater has been determined by a valid decree; OR  
2) A determination of water right in the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or a well permit to withdraw groundwater from those aquifers that are subject to Designated Basin Rule 5.4, within a Designated Groundwater Basin.  
NOTE: Form submittal instructions can be found on our website [Colorado.gov/water](http://Colorado.gov/water). See instructions on the reverse of this form.  
Type or print in black or blue ink.

<b>1. APPLICANT INFORMATION</b>			
Name of Applicant Deborah L. Ritchey and Edward D. Ritchey			
Mailing Address 17104 E Goshawk Rd	City Colorado Springs	State CO	Zip Code 80908
Telephone Number (include area code) 303-590-8938		Email drithceyinco@gmail.com; ebp@cowaterlaw.com	
<b>2. AQUIFER</b> Arapahoe			
<b>3. CLAIM OF OWNERSHIP –</b> I hereby claim that I am the owner of the following described property, as evidenced by the attached copy of a deed recorded in the county in which the property is located.  Number of acres: 20 in the county of: El Paso described as follows (insert legal description).  the N1/2NW1/4SE1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M, more particularly described as 17104 E Goshawk Rd, Colorado Springs, CO 80908 in El Paso County, Colorado        - I further claim that the right to withdraw the groundwater in the aquifer underlying the above described property has not been reserved by another, nor has consent been given to another for the right to its withdrawal.			
<b>4. THE APPLICANT MUST PROVIDE –</b> a Verification of Notice of Application (form no. GWS-43) (see instructions for exceptions).			
<b>5. SIGNATURE –</b> Sign or enter name(s) of applicant(s) or authorized agent. The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.  Signature: <i>Deborah L. Ritchey</i> Date: <i>9-25-2020</i> <i>Ed D. Ritchey</i> Print name and title: Deborah L. Ritchey, owner Edward D. Ritchey			

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR A DETERMINATION OF A RIGHT TO AN ALLOCATION OF  
GROUNDWATER IN THE KIOWA-BIJOU DESIGNATED GROUNDWATER BASIN

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DETERMINATION NO.: 4089-BD

AQUIFER: Denver

APPLICANT: Deborah L. Ritchey and Edward D. Ritchey

---

In compliance with section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Deborah L. Ritchey and Edward D. Ritchey (Applicant) submitted an application to the Colorado Ground Water Commission (Commission) for a determination of a right to an allocation of designated groundwater from the Denver Aquifer.

**FINDINGS**

1. The application was received by the Commission on October 1, 2020.
2. The Applicant requests a determination of right to an allocation of designated groundwater (Determination) in the Denver aquifer (Aquifer) underlying 20 acres, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., in El Paso County (Overlying Land). According to a Nontributary Groundwater Landownership Statement dated September 28, 2020, attached hereto as Exhibit A, the Applicant owns the 20 acres of land, which are further described in said Ownership Statement, and claims control of the right to the groundwater in the Aquifer underlying the land.
3. The Overlying Land is located within the boundaries of the Kiowa-Bijou Designated Groundwater Basin. The Commission has jurisdiction over the designated groundwater that is the subject of this Determination.
4. The Commission’s Staff has evaluated the application relying on the claims to control of the groundwater in the Aquifer underlying the Overlying Land made by the Applicant.
5. The Applicant intends to apply the groundwater in the Aquifer underlying the Overlying Land to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The Applicant’s proposed place of use of the groundwater in the Aquifer underlying the Overlying Land is the above described 20 acres of Overlying Land.
6. Pursuant to section 37-90-107(7)(a), and in accordance with the Designated Basin Rules, the Commission shall allocate the groundwater in the Aquifer underlying the Overlying Land on the basis of the ownership of the Overlying Land.
7. The amount of water in storage in the Aquifer underlying the 20 acres of Overlying Land claimed by the Applicant is 1,240 acre-feet. This determination was based on the following as specified in the Designated Basin Rules.
  - a. The average specific yield of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 17 percent.



Determination No.: 4089-BD

Page 2

Aquifer: Denver

Applicant: Deborah L. Ritchey and Edward D. Ritchey

- b. The average thickness of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 365 feet.
8. A review of the records in the Office of the State Engineer has disclosed that none of the groundwater in the Aquifer underlying the Overlying Land has been either previously determined to be allocated by the Commission, has been permitted for withdrawal by large capacity wells that have rights that were initiated prior to November 19, 1973 that are subject to section 37-90-107(7)(b), or has been permitted for withdrawal by existing small capacity wells withdrawing water under permits issued pursuant to section 37-90-105, C.R.S. The amount of designated groundwater in the Aquifer underlying the Overlying Land that is available for allocation in this Determination is 1,240 acre-feet.
9. Pursuant to section 37-90-107(7)(c)(III), an approved determination of a right to an allocation shall be considered a final determination of the amount of groundwater so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
10. Pursuant to section 37-90-107(7)(d), the Commission has authority to issue well permits pursuant to subsection 107(7) (i.e. permits for large capacity wells) for the withdrawal of designated groundwater from the Aquifer. Pursuant to section 37-90-107(7)(a) the Commission shall adopt the necessary rules to carry out the provisions of subsection (7). Pursuant to section 37-90-111(h), C.R.S., the Commission is empowered to adopt rules necessary to carry out the provisions of Article 90 of Title 37. In accordance with that authority, the Commission has adopted the Rules and Regulations for the Management and Control of Designated Ground Water (2 CCR 410-1) ("Designated Basin Rules", or "Rules").
11. Large capacity well permits issued pursuant to section 37-90-107(7) are subject to the following provisions of statute and the Designated Basin Rules.
  - a. Pursuant to section 37-90-107(7)(a) well permits issued pursuant to subsection 107(7) shall allow withdrawals on the basis of an aquifer life of one hundred years. The 1,240 acre-feet of water in the Aquifer underlying the Overlying Land available for allocation in this Determination, if permitted for withdrawal by large capacity wells on the basis of an aquifer life of one hundred years, would result in an allowed average annual amount of withdrawal of 12.4 acre-feet per year.
  - b. Any amounts of groundwater in the Aquifer allocated in this Determination that are permitted for withdrawal pursuant to section 37-90-105, by small capacity well permits issued after the issuance of this Determination reduce the amount of water, and the allowed average annual amount of withdrawal, that may be withdrawn by wells permitted pursuant to section 37-90-107(7).
  - c. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of groundwater from the Aquifer underlying the Overlying Land will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the groundwater in the Aquifer underlying the Overlying Land is nontributary groundwater as defined in Rule 4.2.22 of the Designated Basin Rules. Pursuant to the Rules, no more than 98% of the amount of the groundwater in the Aquifer underlying the Overlying Land withdrawn annually shall be consumed.

Determination No.: 4089-BD

Page 3

Aquifer: Denver

Applicant: Deborah L. Ritchey and Edward D. Ritchey

12. Pursuant to section 37-90-105(1), the State Engineer has the authority to approve small capacity well permits. While water withdrawn from the Aquifer from beneath the Overlying Land by small capacity wells may consist of the groundwater allocated herein, the Commission recognizes that in approving small capacity permits the State Engineer is not bound by the terms and conditions of this Determination, and may approve small capacity permits based on standards and with such conditions as the State Engineer considers appropriate.
13. The ability of wells permitted to withdraw the authorized amount of water from this nonrenewable Aquifer may be less than the one hundred years upon which the amount of water in the Aquifer is allocated, due to anticipated water level declines.
14. In accordance with sections 37-90-107(7)(c)(II) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on November 26, 2020 and December 3, 2020. No objections to the application were received within the time limit set by statute.

#### ORDER

In accordance with section 37-90-107(7) and the Designated Basin Rules, the Commission hereby determines a right to an allocation of designated groundwater in the Denver Aquifer underlying 20 acres of land, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., further described in Exhibit A, subject to the following conditions.

15. The amount (i.e. volume) of water in the Aquifer underlying the 20 acres of Overlying Land allocated herein is 1,240 acre-feet (Underlying Groundwater).
16. The amount (i.e. volume) of Underlying Groundwater allocated herein shall be considered final, except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes, if such information indicates that the initial estimate of the amount of Underlying Groundwater in the Aquifer was incorrect.
17. Approval of this Determination meets the requirements of section 37-90-107(7)(d)(II), that requires a determination of groundwater to be withdrawn by a well be made prior to the granting of a well permit pursuant to section 37-90-107(7).
18. Well permits issued pursuant to section 37-90-107(7), (i.e. large capacity wells) and this Determination are subject to the following conditions.
  - a. The total amount of Underlying Groundwater that may be withdrawn from the Aquifer by all large capacity wells permitted pursuant to this Determination may not exceed a volume of 1,240 acre-feet, less any amount of the Underlying Groundwater allocated herein permitted to be withdrawn by small capacity wells issued permits pursuant to section 37-90-105 after the issuance of this Determination. The amounts of water permitted to be withdrawn by such small capacity wells shall be considered to be one-hundred times the annual withdrawals permitted to be withdrawn by those wells.

Determination No.: 4089-BD

Page 4

Aquifer: Denver

Applicant: Deborah L. Ritchey and Edward D. Ritchey

- b. The allowed average annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water shall be equal to the volume of water permitted to be withdrawn by that well (or well field) divided by one-hundred years.
- c. The allowed maximum annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water may exceed the allowed average annual amount of withdrawal allowed by the well permit(s) as long as the total volume of water withdrawn by such well(s) does not exceed the product of the number of years since the date(s) of issuance of the well permit(s) times the allowed average annual amount of withdrawal allowed by the well permit(s).
- d. The Applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
- e. No more than 98% of the amount of Underlying Groundwater withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the Underlying Groundwater withdrawn annually is being consumed.
- f. The use of the Underlying Groundwater shall be limited to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The place of use of the Underlying Groundwater shall be limited to the above described 20 acres of Overlying Land. The Underlying Groundwater that is the subject of this Determination may be reused and successively used to extinction to the extent dominion and control over the water is maintained and its volume can be distinguished from the volume of any stream system into which it is introduced to the satisfaction of the Commission.
- g. The wells must be located on the above described 20 acres of Overlying Land.
- h. No well shall be located within 600 feet of any existing large-capacity well in the same Aquifer unless a Waiver of Claim of Injury is obtained from the owner of the existing well or unless the Commission, after a hearing, finds that circumstances in a particular instance warrant that a well may be permitted without regard to this limitation.
- i. The wells must be constructed to withdraw water from only the Denver Aquifer.
- j. The entire depth of each well must be geophysically logged prior to installing the casing in the same manner as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
- k. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and permanently maintained by the well owner and submitted to the Commission.
- l. The well shall be marked in a conspicuous place with this determination number, the well permit number, and the name of the Aquifer. The well owner shall take necessary means and precautions to preserve these markings.

Determination No.: 4089-BD  
Aquifer: Denver  
Applicant: Deborah L. Ritchey and Edward D. Ritchey

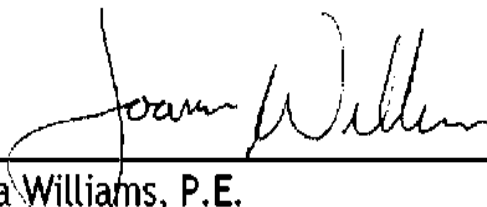
Page 5

19. A copy of this Determination shall be recorded by the Applicant in the public records of the county in which the Overlying Land is located so that a title examination of the above described 20 acres of Overlying Land area, or any part thereof, shall reveal the existence of this Determination.
20. The right to an allocation of designated groundwater determined herein is a vested property right with specific ownership. Some or all of the water right may be transferred independent of the land under which the right originated. Any action taken that is intended to convey, transfer, and/or sell the subject water right shall explicitly identify this Determination number, the specific Aquifer, and the total amount (i.e. volume) of the right that is being conveyed.

Dated this 7th day of January, 2021.



Kevin G. Rein, P.E  
Executive Director  
Colorado Ground Water Commission

By:   
Joanna Williams, P.E.  
Water Resource Engineer

Prepared by: wad  
F&O4089-BD.doc

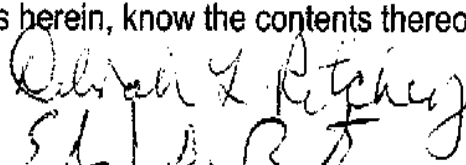
Exhibit A  
Determination no. 4089-BD  
Page 1 of 1

Form no. **DIVISION OF WATER RESOURCES**  
GWS-1 **DEPARTMENT OF NATURAL RESOURCES**  
(1/2020) **1313 Sherman St, Room 821, Denver, CO 80203**  
**(303) 866-3581, [www.colorado.gov/water](http://www.colorado.gov/water), [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us)**

**RCVD DWR**  
**11/19/2020**

**NONTRIBUTARY GROUNDWATER LANDOWNERSHIP STATEMENT**

This form is to be submitted with applications for the following, when the applicant is the owner of the overlying land.  
1) A well permit to withdraw groundwater from the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or other aquifer the applicant claims contains nontributary groundwater, outside of a Designated Groundwater Basin subject to section 37-90-137(4), C.R.S., except when the right to withdraw the groundwater has been determined by a valid decree; OR  
2) A determination of water right in the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or a well permit to withdraw groundwater from those aquifers that are subject to Designated Basin Rule 5.4, within a Designated Groundwater Basin.  
NOTE: Form submittal instructions can be found on our website [Colorado.gov/water](http://Colorado.gov/water). See instructions on the reverse of this form.  
Type or print in black or blue ink.

<b>1. APPLICANT INFORMATION</b>			
Name of Applicant Deborah L. Ritchey and Edward D. Ritchey			
Mailing Address 17104 E Goshawk Rd	City Colorado Springs	State CO	Zip Code 80908
Telephone Number (include area code) 303-590-8938		Email drithceyinco@gmail.com; ebp@cowaterlaw.com	
<b>2. AQUIFER</b> Denver			
<b>3. CLAIM OF OWNERSHIP</b> – I hereby claim that I am the owner of the following described property, as evidenced by the attached copy of a deed recorded in the county in which the property is located.  Number of acres: 20 in the county of: El Paso described as follows (insert legal description).  the N1/2NW1/4SE1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M, more particularly described as 17104 E Goshawk Rd, Colorado Springs, CO 80908 in El Paso County, Colorado     - I further claim that the right to withdraw the groundwater in the aquifer underlying the above described property has not been reserved by another, nor has consent been given to another for the right to its withdrawal.			
<b>4. THE APPLICANT MUST PROVIDE</b> – a Verification of Notice of Application (form no. GWS-43) (see instructions for exceptions).			
<b>5. SIGNATURE</b> – Sign or enter name(s) of applicant(s) or authorized agent. The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.  Signature:  Date: 9-25-2020 9/26/2020  Print name and title: Deborah Ritchey, owner Edward D. Ritchey, owner			

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR A DETERMINATION OF A RIGHT TO AN ALLOCATION OF  
GROUNDWATER IN THE KIOWA-BIJOU DESIGNATED GROUNDWATER BASIN

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DETERMINATION NO.: 4090-BD

AQUIFER: Dawson

APPLICANT: Deborah L. Ritchey and Edward D. Ritchey

---

In compliance with section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Deborah L. Ritchey and Edward D. Ritchey (Applicant) submitted an application to the Colorado Ground Water Commission (Commission) for a determination of a right to an allocation of designated groundwater from the Dawson Aquifer.

**FINDINGS**

1. The application was received by the Commission on October 1, 2020.
2. The Applicant requests a determination of right to an allocation of designated groundwater (Determination) in the Dawson aquifer (Aquifer) underlying 20 acres, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., in El Paso County (Overlying Land). According to a Nontributary Groundwater Landownership Statement dated September 28, 2020, attached hereto as Exhibit A, the Applicant owns the 20 acres of land, which are further described in said Ownership Statement, and claims control of the right to the groundwater in the Aquifer underlying the land.
3. The Overlying Land is located within the boundaries of the Kiowa-Bijou Designated Groundwater Basin. The Commission has jurisdiction over the designated groundwater that is the subject of this Determination.
4. The Commission's Staff has evaluated the application relying on the claims to control of the groundwater in the Aquifer underlying the Overlying Land made by the Applicant.
5. The Applicant intends to apply the groundwater in the Aquifer underlying the Overlying Land to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The Applicant's proposed place of use of the groundwater in the Aquifer underlying the Overlying Land is the above described 20 acres of Overlying Land.
6. Pursuant to section 37-90-107(7)(a), and in accordance with the Designated Basin Rules, the Commission shall allocate the groundwater in the Aquifer underlying the Overlying Land on the basis of the ownership of the Overlying Land.
7. The amount of water in storage in the Aquifer underlying the 20 acres of Overlying Land claimed by the Applicant is 1,920 acre-feet. This determination was based on the following as specified in the Designated Basin Rules.
  - a. The average specific yield of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 20 percent.

Determination No.: 4090-BD

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Aquifer: Dawson

Applicant: Deborah L. Ritchey and Edward D. Ritchey

- b. The average thickness of those saturated aquifer materials containing sufficient water that can be drained by gravity and placed to beneficial use is 480 feet.
8. A review of the records in the Office of the State Engineer has disclosed that a well operating pursuant to section 37-90-105, C.R.S., (i.e. a small-capacity well), permit no. 153380, is located on the Overlying Land and is permitted to withdraw 1 acre-feet per year of groundwater from the Aquifer from beneath the Overlying Land. The applicant has indicated that permit no. 153380 will be cancelled and the well re-permitted to operate pursuant to this Determination. The amount of water considered to have been historically withdrawn from the aquifer by this well is 33 acre-feet. In applying Rule 5.3.2.5 of the Designated Basin Rules to computing the amount of water available for allocation in this Determination, the amount of groundwater in the Aquifer underlying the Overlying Land available for allocation in this Determination is reduced by 33 acre-feet to 1,887 acre-feet. Except for that well, review of the records in the Office of the State Engineer finds no other previous allocations or permitted withdrawals from the Aquifer underlying the Overlying Land.
9. Pursuant to section 37-90-107(7)(c)(III), an approved determination of a right to an allocation shall be considered a final determination of the amount of groundwater so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
10. Pursuant to section 37-90-107(7)(d), the Commission has authority to issue well permits pursuant to subsection 107(7) (i.e. permits for large capacity wells) for the withdrawal of designated groundwater from the Aquifer. Pursuant to section 37-90-107(7)(a) the Commission shall adopt the necessary rules to carry out the provisions of subsection (7). Pursuant to section 37-90-111(h), C.R.S., the Commission is empowered to adopt rules necessary to carry out the provisions of Article 90 of Title 37. In accordance with that authority, the Commission has adopted the Rules and Regulations for the Management and Control of Designated Ground Water (2 CCR 410-1) ("Designated Basin Rules", or "Rules").
11. Large capacity well permits issued pursuant to section 37-90-107(7) are subject to the following provisions of statute and the Designated Basin Rules.
  - a. Pursuant to section 37-90-107(7)(a) well permits issued pursuant to subsection 107(7) shall allow withdrawals on the basis of an aquifer life of one hundred years. The 1,887 acre-feet of water in the Aquifer underlying the Overlying Land available for allocation in this Determination, if permitted for withdrawal by large capacity wells on the basis of an aquifer life of one hundred years, would result in an allowed average annual amount of withdrawal of 18.87 acre-feet per year.
  - b. Any amounts of groundwater in the Aquifer allocated in this Determination that are permitted for withdrawal pursuant to section 37-90-105, by small capacity well permits issued after the issuance of this Determination reduce the amount of water, and the allowed average annual amount of withdrawal, that may be withdrawn by wells permitted pursuant to section 37-90-107(7).
  - c. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of groundwater from the Aquifer underlying the Overlying Land will, within one hundred years, deplete the flow of a natural stream or an alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and,

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therefore, the groundwater in the Aquifer underlying the Overlying Land is considered to be not-nontributary groundwater as defined in Rule 4.2.23 of the Designated Basin Rules. Withdrawal of water from the Aquifer underlying the Overlying Land would impact the alluvial aquifer of the Kiowa-Bijou Designated Groundwater Basin, which has been determined to be over-appropriated. Commission approval of a replacement plan pursuant to section 37-90-107.5, C.R.S., and Rule 5.6 of the Designated Basin Rules, that provides for the replacement of the actual depletion to the alluvial aquifer and is adequate to prevent any material injury to existing water rights of other appropriators, is required prior to approval of well permits for wells to be located on this land area to withdraw the groundwater in the Aquifer underlying the Overlying Land. Pursuant to the Rules the replacement plan shall provide for the depletion of the alluvial water for the first 100 years due to all previous pumping, and if pumping continues beyond 100 years shall replace actual impact until pumping ceases, assuming water table conditions in the Aquifer.

12. Pursuant to section 37-90-105(1), the State Engineer has the authority to approve small capacity well permits. While water withdrawn from the Aquifer from beneath the Overlying Land by small capacity wells may consist of the groundwater allocated herein, the Commission recognizes that in approving small capacity permits the State Engineer is not bound by the terms and conditions of this Determination, and may approve small capacity permits based on standards and with such conditions as the State Engineer considers appropriate.
13. The ability of wells permitted to withdraw the authorized amount of water from this nonrenewable Aquifer may be less than the one hundred years upon which the amount of water in the Aquifer is allocated, due to anticipated water level declines.
14. In accordance with sections 37-90-107(7)(c)(II) and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on November 26, 2020 and December 3, 2020. No objections to the application were received within the time limit set by statute.

### ORDER

In accordance with section 37-90-107(7) and the Designated Basin Rules, the Commission hereby determines a right to an allocation of designated groundwater in the Dawson Aquifer underlying 20 acres of land, generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., further described in Exhibit A, subject to the following conditions.

15. The amount (i.e. volume) of water in the Aquifer underlying the 20 acres of Overlying Land allocated herein is 1,887 acre-feet (Underlying Groundwater).
16. The amount (i.e. volume) of Underlying Groundwater allocated herein shall be considered final, except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes, if such information indicates that the initial estimate of the amount of Underlying Groundwater in the Aquifer was incorrect.
17. Approval of this Determination meets the requirements of section 37-90-107(7)(d)(II), that requires a determination of groundwater to be withdrawn by a well be made prior to the granting of a well permit pursuant to section 37-90-107(7).



Determination No.: 4090-BD

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18. Well permits issued pursuant to section 37-90-107(7), (i.e. large capacity wells) and this Determination are subject to the following conditions.

- a. The total amount of Underlying Groundwater that may be withdrawn from the Aquifer by all large capacity wells permitted pursuant to this Determination may not exceed a volume of 1,887 acre-feet, less any amount of the Underlying Groundwater allocated herein permitted to be withdrawn by small capacity wells issued permits pursuant to section 37-90-105 after the issuance of this Determination. The amounts of water permitted to be withdrawn by such small capacity wells shall be considered to be one-hundred times the annual withdrawals permitted to be withdrawn by those wells.
- b. The allowed average annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water shall be equal to the volume of water permitted to be withdrawn by that well (or well field) divided by one-hundred years.
- c. The allowed maximum annual amount of withdrawal by any large capacity well (or well field) permitted to withdraw the allocated water may exceed the allowed average annual amount of withdrawal allowed by the well permit(s) as long as the total volume of water withdrawn by such well(s) does not exceed the product of the number of years since the date(s) of issuance of the well permit(s) times the allowed average annual amount of withdrawal allowed by the well permit(s).
- d. The Applicant may pump the allowed average annual amount of withdrawal and the allowed maximum annual amount of withdrawal from one or more wells of a well field in any combination, so long as the total combined withdrawal of the wells does not exceed the amounts described in this Order.
- e. Commission approval of a replacement plan, that provides for the replacement of the actual depletion to the alluvial aquifer and is adequate to prevent any material injury to existing water rights of other appropriators in the alluvial aquifer, is required prior to approval of well permits that allow the withdraw of the Underlying Groundwater. The replacement plan shall provide for the depletion of the alluvial water for the first 100 years due to all previous pumping, and if pumping continues beyond 100 years shall replace actual impact until pumping ceases, assuming water table conditions in the Aquifer.
- f. The use of the Underlying Groundwater shall be limited to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock. The place of use of the Underlying Groundwater shall be limited to the above described 20 acres of Overlying Land. The Underlying Groundwater that is the subject of this Determination may be reused and successively used to extinction to the extent dominion and control over the water is maintained and its volume can be distinguished from the volume of any stream system into which it is introduced to the satisfaction of the Commission.
- g. The wells must be located on the above described 20 acres of Overlying Land.
- h. No well shall be located within 600 feet of any existing large-capacity well in the same Aquifer unless a Waiver of Claim of Injury is obtained from the owner of the existing well

Determination No.: 4090-BD

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Aquifer: Dawson

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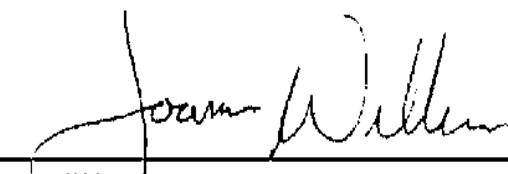
or unless the Commission, after a hearing, finds that circumstances in a particular instance warrant that a well may be permitted without regard to this limitation.

- i. The wells must be constructed to withdraw water from only the Dawson Aquifer.
  - j. The entire depth of each well must be geophysically logged prior to installing the casing in the same manner as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
  - k. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and permanently maintained by the well owner and submitted to the Commission.
  - l. The well shall be marked in a conspicuous place with this determination number, the well permit number, and the name of the Aquifer. The well owner shall take necessary means and precautions to preserve these markings.
19. Existing well permit no. 153380 must be canceled and a new permit issued for that well to operate pursuant to this Determination.
20. A copy of this Determination shall be recorded by the Applicant in the public records of the county in which the Overlying Land is located so that a title examination of the above described 20 acres of Overlying Land area, or any part thereof, shall reveal the existence of this Determination.
21. The right to an allocation of designated groundwater determined herein is a vested property right with specific ownership. Some or all of the water right may be transferred independent of the land under which the right originated. Any action taken that is intended to convey, transfer, and/or sell the subject water right shall explicitly identify this Determination number, the specific Aquifer, and the total amount (i.e. volume) of the right that is being conveyed.

Dated this 7th day of January, 2021.



Kevin G. Rein, P.E.  
Executive Director  
Colorado Ground Water Commission

By:   
Joanna Williams, P.E.  
Water Resource Engineer

Prepared by: wad  
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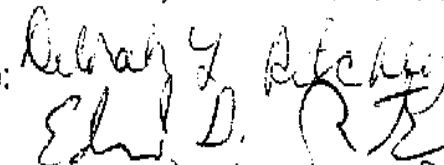
Exhibit A  
Determination no. 4090-BD  
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Form no. **DIVISION OF WATER RESOURCES**  
GWS-1 **DEPARTMENT OF NATURAL RESOURCES**  
(1/2020) **1313 Sherman St, Room 821, Denver, CO 80203**  
**(303) 866-3581, [www.colorado.gov/water](http://www.colorado.gov/water), [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us)**

**RCVD DWR**  
**11/19/2020**

**NONTRIBUTARY GROUNDWATER LANDOWNERSHIP STATEMENT**

This form is to be submitted with applications for the following, when the applicant is the owner of the overlying land.  
1) A well permit to withdraw groundwater from the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or other aquifer the applicant claims contains nontributary groundwater, outside of a Designated Groundwater Basin subject to section 37-90-137(4), C.R.S., except when the right to withdraw the groundwater has been determined by a valid decree; OR  
2) A determination of water right in the Dawson, Denver, Arapahoe or Laramie-Fox Hills aquifers, or a well permit to withdraw groundwater from those aquifers that are subject to Designated Basin Rule 5.4, within a Designated Groundwater Basin.  
NOTE: Form submittal instructions can be found on our website [Colorado.gov/water](http://Colorado.gov/water). See instructions on the reverse of this form.  
Type or print in black or blue ink.

<b>1. APPLICANT INFORMATION</b>			
Name of Applicant Deborah L. Ritchey and Edward D. Ritchey			
Mailing Address 17104 E Goshawk Rd	City Colorado Springs	State CO	Zip Code 80908
Telephone Number (include area code) 303-590-8938		Email drithceyinco@gmail.com; ebp@cowaterlaw.com	
<b>2. AQUIFER</b> Dawson			
<b>3. CLAIM OF OWNERSHIP –</b> I hereby claim that I am the owner of the following described property, as evidenced by the attached copy of a deed recorded in the county in which the property is located.  Number of acres: 20 in the county of: El Paso described as follows (insert legal description).  the N1/2NW1/4SE1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M, more particularly described as 17104 E Goshawk Rd, Colorado Springs, CO 80908 in El Paso County, Colorado        - I further claim that the right to withdraw the groundwater in the aquifer underlying the above described property has not been reserved by another, nor has consent been given to another for the right to its withdrawal.			
<b>4. THE APPLICANT MUST PROVIDE –</b> a Verification of Notice of Application (form no. GWS-43) (see instructions for exceptions).			
<b>5. SIGNATURE –</b> Sign or enter name(s) of applicant(s) or authorized agent. The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.  Signature:  Date: 9/28/2020 Print name and title: Deborah L. Ritchey owner Edward D. Ritchey			

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR REPLACEMENT PLAN TO ALLOW THE WITHDRAWAL OF  
GROUNDWATER FROM THE DAWSON AQUIFER IN THE KIOWA-BIJOU DESIGNATED GROUNDWATER BASIN.

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REPLACEMENT PLAN NO. 4090-RP

FOR DETERMINATION OF WATER RIGHT NO. 4090-BD

AQUIFER: DAWSON

APPLICANT: DEBORAH L. RITCHEY AND EDWARD D. RITCHEY

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In compliance with section 37-90-107.5, C.R.S. and the Designated Basin Rules, 2 CCR 410-1 (Rules or Rule), Deborah L. Ritchey and Edward D. Ritchey (Applicant) submitted an application for a replacement plan to allow the withdrawal of groundwater from the Dawson Aquifer that has been allocated by Determination of Water Right No. 4090-BD.

**FINDINGS**

1. Pursuant to section 37-90-107(7), C.R.S., in a Findings and Order dated January 7, 2021, the Ground Water Commission (Commission) approved a Determination of a Right to an Allocation of Groundwater, No. 4090-BD, from the Dawson Aquifer (Aquifer), summarized as follows.
  - a. The determination quantified an amount of water from beneath 20 acres of overlying land generally described as the N 1/2 of the NW 1/4 of the SE 1/4 of Section 23, Township 11 South, Range 65 West of the 6th P.M., in El Paso County (Overlying Land).
  - b. The amount of water in the aquifer that was allocated was 1,887 acre-feet, and the allowed average annual amount of groundwater to be withdrawn from the aquifer was limited to 18.87 acre-feet per year (subject to adjustment by the Commission to conform to actual local aquifer characteristics).
  - c. The use of groundwater is limited to the following beneficial uses: domestic-type uses, including in-house, landscape/irrigation of lawn, gardens, and greenhouse, agricultural, commercial, replacement, firefighting and the watering of domestic animals and stock.
  - d. Withdrawal of the subject groundwater will, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal, the groundwater is considered to be not-nontributary, and Commission approval of a replacement plan providing for actual depletion of affected alluvial aquifers and adequate to prevent any material injury to existing water rights in such alluvial aquifers is required prior to approval of well permits for wells to withdraw the subject groundwater.
2. The subject water is Designated Groundwater located within the boundaries of the Kiowa-Bijou Designated Groundwater Basin. The Commission has jurisdiction over the withdrawal of the water by large capacity wells that are permitted pursuant to section 37-90-107(7).
3. Withdrawal of the subject groundwater would deplete the alluvial aquifer of the Kiowa-Bijou Designated Groundwater Basin and the alluvial aquifer of the Upper Black Squirrel Creek Designated Groundwater Basin, both of which, according to Rules 5.2.4.2 and 5.2.6.2,

Replacement Plan - Determination No.: 4090-BD  
 Aquifer: Dawson  
 Applicant: Deborah L. Ritchey and Edward D. Ritchey

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respectively, have been determined to be over appropriated. Such depletion would unreasonably impair existing large capacity alluvial rights withdrawing water from those alluvial aquifers.

4. Pursuant to Rule 5.6.1.A this plan must be adequate to prevent any material injury to water rights of other appropriators, which for purposes of this plan means large capacity wells withdrawing water from the alluvial aquifer of the Kiowa-Bijou Designated Groundwater Basin and the alluvial aquifer of the Upper Black Squirrel Creek Designated Groundwater Basin.
5. Pursuant to Rule 5.3.6.2(C) the amount of replacement water shall provide for the depletion of alluvial water for the first 100 years due to all previous pumping and if pumping continues beyond 100 years, shall replace actual impact until pumping ceases.
6. The application for the replacement plan was received by the Commission on October 1, 2020.
7. The Applicant proposes to divert 3.5 acre-feet annually from the Dawson Aquifer for a period of 100 years. The Dawson aquifer water will be withdrawn through one well. The Dawson Aquifer well is proposed to divert 3.5 acre-feet of water annually for use in 1 single family residence (at a proposed rate of 0.25 acre-foot/year), and accessory uses being landscape/lawn, garden, and greenhouse irrigation, agricultural, commercial, replacement, firefighting and for watering of domestic animals and livestock (at a proposed rate of 3.25 acre-feet/year). The land on which the wells will be located is the 20 acres of Overlying Land described above.
8. At a continuous withdrawal of 3.5 acre-feet annually for 100 years, depletions to the alluvial aquifer systems of the Kiowa-Bijou Designated Groundwater Basin and Upper Black Squirrel Creek Designated Groundwater Basin would steadily increase to 0.023 acre-feet per year in the 100th year, which is equal to 0.647% of pumping, as shown in Exhibit A.
9. The Applicant proposes to provide 0.225 acre-feet per year of replacement water to the alluvial aquifer system of the Kiowa-Bijou Designated Groundwater Basin. The proposed source of replacement water is septic return flows from the in-house use of the groundwater to be pumped under the plan. The Applicant estimates that septic return flows will consist of 90% of the water used for in-house purposes in one single-family residence. Assuming a total annual amount for in-house use of 0.25 acre-feet, the return flow would be 0.225 acre-feet annually.
10. The subject property is located within the drainage of West Kiowa Creek, and the return flows will flow to the alluvial aquifer of the Kiowa-Bijou Designated Groundwater Basin. The Applicant proposes to aggregate all replacements to the drainage in which the well or wells will operate, in accordance with Guideline 2007-1.
11. Pursuant to Rule 5.6.1.B this plan must be adequate to prevent unreasonable impairment of water quality. Pursuant to Rule 5.6.1.B.1.b, if the replacement source water is from an onsite wastewater treatment system permitted by a local health agency and the applicant demonstrates the source is in compliance with that permit there shall be a rebuttable presumption of no unreasonable impairment of water quality.
12. Pursuant to Rule 5.6.1.C this plan, including the proposed uses of the water withdrawn pursuant to the plan, must not be speculative, and must be technically and financially

Replacement Plan - Determination No.: 4090-BD  
 Aquifer: Dawson  
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feasible and within the Applicant's ability to complete. The plan, including the proposed uses of the water withdrawn pursuant to the plan, is not speculative. The plan appears technically and financially feasible and within the Applicant's ability to complete.

13. Pursuant to Rule 5.6.1.D this plan must be able to be operated and administered on an ongoing and reliable basis. The plan appears to be able to be operated and administered on an ongoing and reliable basis.
14. Pursuant to Rule 5.6.1.F replacement source water must be physically and legally available in time, place and amount to prevent material injury. As determined in Determination of Water Right No. 4090-BD water is currently available in the amounts and for the number of years proposed to be diverted.
15. Pursuant to Rule 5.6.1.G the replacement source water must be legally available for use. Records in this office indicate that the Applicant controls the water right to be used as the source of replacement water, consisting of Determination of Water Right No. 4090-BD, and such water is legally available for use pursuant to this plan.
16. In accordance with sections 37-90-107.5 and 37-90-112, C.R.S., the application was published in the Ranchland News newspaper on November 26, 2020 and December 3, 2020. No objections to the application were received within the time limit set by statute.
17. According to Rule 5.6.1:
  - a. The Applicant has the burden of proving the adequacy of the plan in all respects.
  - b. If the applicant meets its burden of proof, the Commission shall grant approval of the plan which shall include any terms and conditions established the Commission.
18. The Commission Staff has evaluated the application pursuant to section 37-90-107.5, and the requirements of Rule 5.3.6.2(C) and Rule 5.6, finds that the requirements have been meet, and the plan may be approved to allow diversions from the Dawson Aquifer if operated subject to the conditions given below.

### **ORDER**

In accordance with section 37-90-107.5, and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for a replacement plan to allow the withdrawal of groundwater from the Dawson Aquifer underlying 20 acres that are the subject of Determination of Water Right no. 4090-BD is approved subject to the following conditions:

19. The Dawson Aquifer water will be withdrawn through one well. The allowed use of groundwater for the well under this plan is use in one single family residence, landscape/ lawn, garden, and greenhouse irrigation, agricultural, commercial, replacement, firefighting and for watering of domestic animals and livestock. The land on which the well will be located is the 20 acres of Overlying Land described above.
20. The allowed annual amount of groundwater to be withdrawn from the Aquifer by the well operating under this plan shall not exceed 3.5 acre-feet.
21. The applicant must obtain a new permit for the existing well (currently permit no. 153380) to operate that well pursuant to this replacement plan.

Replacement Plan - Determination No.: 4090-BD  
 Aquifer: Dawson  
 Applicant: Deborah L. Ritchey and Edward D. Ritchey

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22. A totalizing flow meter shall be installed on the well. The well owner shall maintain the meter in good working order.
23. Permanent records of all withdrawals of groundwater from the well shall be recorded at least annually by the well owners, permanently maintained, and provided to the Commission.
24. Pumping under this plan is limited to a period of 100 years. The year of first use of this replacement plan shall be the calendar year of construction of a well permitted pursuant to this plan or permitting of an existing well pursuant to the plan.
25. Return flows from in-house use of groundwater shall occur through individual on-lot non-evaporative septic systems located within the 20 acres of Overlying Land that are the subject of Determination of Water Right No. 4090-BD. The septic systems must be constructed and operated in compliance with a permit issued by a local health agency.
26. Replacement of depletions must be provided annually in the acre-feet amounts shown in Exhibit A. Annual replacement requirements may be computed by pro-rating between the values given on Exhibit A, or for simplicity may be taken as the amount shown in the next succeeding 5 year increment.
27. The Applicant or their successor(s) are responsible for ensuring that replacement water is provided to the alluvial aquifer as required by this plan. The annual replacement requirement and the annual amount of replacement water provided shall be calculated and reported on a form acceptable to the Commission. The annual amount of replacement water provided must be no less than the annual replacement requirement on a yearly basis. No credit shall be claimed by the Applicant for an oversupply of replacement water provided to the alluvium during previous years.
28. The Applicant must provide the required annual amount of replacement water for the 100 years over which the plan operates.
29. To assure adequate return flows, the well must be serving an occupied single-family dwelling that is generating return flows via a non-evaporative septic system before water pumped from the well is used for any other use.
30. So long as the well continues to pump and supply an occupied dwelling, the plan's required replacement obligations, shown in Exhibit A, will be met. Should the well cease pumping for in-house use within the 100 years an amended or alternate replacement plan must be obtained that will replace actual depletions to the alluvial aquifer so as to prevent any material injury to water rights of other appropriators.
31. The Applicant (and their successors) must gather and maintain permanent records of all information pertaining to operation of this plan, which shall include, but is not be limited to, those items identified below. The Applicant must submit records to the Commission on forms acceptable to the Commission, on an annual basis for the previous calendar year, by February 15<sup>th</sup> of the following year.
  - a. Identification of the well permit issued and well constructed under this plan.
  - b. The amount of water diverted by the well, both annually and cumulatively since operation of the plan began.

Replacement Plan - Determination No.: 4090-BD  
 Aquifer: Dawson  
 Applicant: Deborah L. Ritchey and Edward D. Ritchey

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- c. The number of occupied dwellings served by the well.
  - d. The return flows occurring from use of the well operating under the plan, assuming 0.225 acre-feet per year per occupied single family dwelling (90% of the water used for in-house purposes) enters the alluvial aquifer as replacement water.
  - e. Any other information the Commission deems relevant and necessary to operation, monitoring, accounting, or administration of the plan.
32. The Applicant (and their successors) are fully responsible for the operation, monitoring, and accounting of the replacement plan. In the event a lot with a well permitted or operating pursuant to this plan is sold, identification of the well that was sold and evidence that the new owner has been notified of their responsibilities under the replacement plan shall accompany that year's accounting.
33. Any covenants adopted for this property should contain a description of the replacement plan, including the limitations on diversions and use of water for the well and lot, the requirement to meter and record all well pumping, and information on how records are to be reported and the plan is to be administered.
34. In the event the permitted well is not operated in accordance with the conditions of this replacement plan, it shall be subject to administration, including orders to cease diverting groundwater.
35. All terms and conditions of Determination of Water Right No. 4090-BD must be met.
36. Pursuant to Rule 5.6.1.E, a copy of this Findings and Order shall be recorded by the Applicant in the clerk and recorder's records of El Paso County, so that a title examination of the land on which the structures involved in this plan are located reveals the existence of this plan.

Dated this 7th day of January, 2021.



Kevin G. Rein, P.E.  
 Executive Director  
 Colorado Ground Water Commission

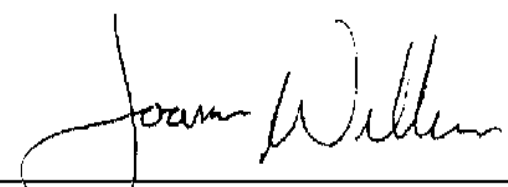
By:   
 Joanna Williams, P.E.  
 Water Resource Engineer



Exhibit A  
Replacement Plan - Determination No.: 4090-BD  
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Designated Basin Summary Table for Deborah L. Ritchey and Edward D. Ritchey Pumping Rate of 3.5 acre-feet per year for 100 Years from the Dawson aquifer Section(s): Section 23, T11S, R65W, 6th P.M.							
Year	Pumping (Q) (AF/YR)	Annual Depletion (q) (AF/YR)	Depletion as a % of Pumping (q/Q)	Year	Pumping (Q) (AF/YR)	Annual Depletion (q) (AF/YR)	Depletion as a % of Pumping (q/Q)
5	3.5	0.0000	0.001	55	3.5	0.0071	0.203
10	3.5	0.0001	0.003	60	3.5	0.0085	0.244
15	3.5	0.0003	0.009	65	3.5	0.0101	0.287
20	3.5	0.0006	0.019	70	3.5	0.0117	0.333
25	3.5	0.0011	0.032	75	3.5	0.0133	0.381
30	3.5	0.0018	0.051	80	3.5	0.0151	0.431
35	3.5	0.0026	0.073	85	3.5	0.0169	0.483
40	3.5	0.0035	0.100	90	3.5	0.0188	0.536
45	3.5	0.0046	0.131	95	3.5	0.0207	0.591
50	3.5	0.0058	0.165	100	3.5	0.0226	0.647

Created by Wendi Dickinson on October 08, 2020  
Values for 'Depletion as a % of Pumping' (q/Q) are not calculated when the pumping rate (Q) is changed to anything but zero

Replacement Plan Accounting Reporting Form

Determination of Water Right Number: 4090-BD

Aquifer from which wells produce water: Dawson

Submit to: Colorado Ground Water Commission, 1313 Sherman St., Room 821, Denver, CO 80203

Person responsible for gathering and submitting data (required)

Name:

Email address:

Mailing Address:

Telephone:

Calendar year being reported <sup>1</sup>:

Calendar year operation of the plan was initiated <sup>2</sup>:

Year number of operation of the plan <sup>3</sup>:

Annual replacement water requirement (acre-feet/year) <sup>4</sup>:

Well Permit no. <sup>5</sup>	Address of property served by this well <sup>6</sup>	Meter Reading at beginning of year <sup>7</sup>	Meter Reading at end of year <sup>8</sup>	Metered pumping this year <sup>9</sup>	Meter's Units <sup>10</sup>	Date of Meter reading at end of year <sup>11</sup>	Metered pumping this year <sup>12</sup> (acre-feet)	Pumping of this well since initiation of operation of the plan <sup>13</sup> (acre-feet)

Well Permit no. <sup>5</sup>	Address of property served by this well <sup>6</sup>	Number of Occupied Single Family Dwellings <sup>14</sup>	Amount of Irrigated Land <sup>15</sup> (ft <sup>2</sup> )	Number of Large Domestic Animals <sup>16</sup>	Estimated Return Flow <sup>17</sup> (acre-feet)

Conversion rates:  
1 acre-foot equals 325,851 gallons  
1 acre-foot equals 43,560 cubic feet

See reverse side for notes.

Notes:

- 1) Calendar year for which this report is being submitted.
- 2) The calendar year when the first well permitted pursuant to this plan was constructed, or when the first permit for an existing well was issued pursuant to the plan. Once the plan has been initiated this year will not change.
- 3) The number of years after initiation of operation of the plan. The year of initiation is year number 1.
- 4) Equal to "Annual Depletion" on Exhibit A of the Replacement Plan.
- 5) The well permit number of the well being operated pursuant to the plan.
- 6) The address of the property served by the well.
- 7) The reading on the meter at the beginning of the year. Equal to reading on the meter at end of year on last year's reporting form. For the first year of operation of a well this is the meter reading prior to pumping under the plan.
- 8) Reading on the meter at the end of the year.
- 9) The amount of water pumped by the well this year. Equal to the reading on the meter at the end of this year minus reading on the meter at the beginning of the year. If a new meter was installed during the year, explain that fact and report the sum of the readings of the old and new meters over the year.
- 10) Units of measurement shown on the meter.
- 11) Date that the meter was read this year. This should be on December 31st or as close to that date as possible.
- 12) The amount pumped this year, reported in acre-feet.
- 13) The cumulative amount of water pumped by this well (and all previous wells serving this address) since initiation of operation of the plan. Equal to "Pumping of this well since initiation of operation of the plan" on last year's reporting form plus "Pumping of this well this year" on this year's reporting form.
- 14) The number of occupied single family dwellings supplied by the well.
- 15) The amount of irrigated land supplied by the well.
- 16) The number of large domestic animals supplied by the well.
- 17) Return flow consists of water recharged into the alluvial aquifer by way of non-evaporative septic and leaching field system discharges, which are estimated as 0.25 acre-feet per year (90 percent of the amount of water supplied to in-house uses by each well supplying an occupied dwelling). Refer to the Findings and Orders of the approved replacement plan.

RETURN RECORDED DOCUMENT TO:  
Deborah L. Ritchey and Edward D. Ritchey  
17104 Goshawk Road E,  
Colorado Springs, CO 80908

Document Fee: \$110.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 28th day of February, 2020, is made between Glenn A. Cope and Linda R. Cope ("Grantor"), of the County of El Paso and the State of Colorado.

AND

Deborah L. Ritchey and Edward D. Ritchey ("Grantee"), of the County of El Paso and the State of Colorado., whose legal address is 17104 Goshawk Road E, Colorado Springs, CO 80908.

WITNESS, that the Grantor(s), for and in consideration of ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00) 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, and convey unto the Grantee, JOINT TENANTS and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

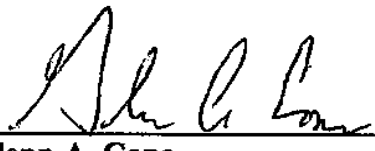
The North half of the Northwest quarter of the Southeast quarter of Section 23, Township 11 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado.  
Together with a non-exclusive easement for roadway purposes as described in Grant of Easement recorded in Book 2385 at Page 20 in the records of El Paso County, Colorado.

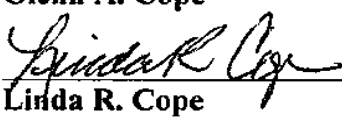
ALSO KNOWN AS: 17104 Goshawk Road E, Colorado Springs, CO 80908

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 Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns of the Grantor, warrants title to the same against all persons claiming by, through or under the Grantor, subject to the Statutory Exceptions

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

  
\_\_\_\_\_  
Glenn A. Cope

  
\_\_\_\_\_  
Linda R. Cope

State of : Colorado

County Of El Paso

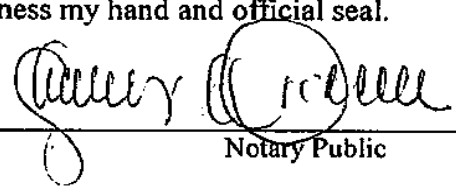
}  
}  
} ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this February 24, 2020, by Glenn A. Cope and Linda R. Cope

My Commission Expires

SHELLEY DRISCOLL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19924013825  
MY COMMISSION EXPIRES OCTOBER 20, 2020

Witness my hand and official seal.

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

\*\*If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)

