



NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

[Signature]
An Authorized Signature



Title Resources Guaranty Company
By: [Signature]
President/CEO
[Signature]
Secretary

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TRGC Form: Comm16 ALTA Commitment Form Adopted 08-01-2016 Technical Corrections 04-02-2018

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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





Commitment For Title Insurance
Issued by
Stewart Title Guaranty Company

Transaction Identification Data for reference only:

Issuing Agent: Guardian Title Agency, LLC
Issuing Office: 1155 Kelly Johnson Blvd #110 Colorado Springs, CO 80920

ALTA® Registry ID: 1039445
Commitment Number: 3117418-07361
Revision Number: C/5
Loan ID Number:
Issuing Agent File Number: 3117418-07361

Purported Property Address: 15760 Highway 83, Colorado Springs, CO 80921
APN/Tax ID: 6127000063

SCHEDULE A

1. Commitment Date: FEBRUARY 28, 2022 at 7:00AM

Table with 4 columns: Policy to be issued, Proposed Policy Amount, Premium, and Bundled Concurrent Loan Policy. Includes rows for ALTA Owner's Policy and ALTA Loan Policy.

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

4. Title is, at the Commitment Date, vested in: BENET HILL MONASTERY OF COLORADO SPRINGS, INC.,

The last deed(s) of record which purport to transfer title and/or are recorded within the past 24 months are:
WARRANTY DEED RECORDED JUNE 14, 2016 AT RECEPTION NO. 216064542.
QUITCLAIM DEED RECORDED JUNE 14, 2016 AT RECEPTION NO. 216064543 AND RE-RECORDED JULY 19, 2016 AT RECEPTION NO. 216079084.

5. The Land is described as follows:

SEE EXHIBIT A: ATTACHED HERETO AND MADE A PART HEREOF

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EXHIBIT A:

PARCEL A:

THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 13, IN BLOCK 4, IN BLACK FOREST PARK, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGES 42 AND 43 AND RUN THENCE EAST ALONG AN EXTENSION OF THE NORTH LINE OF SAID LOT 13, TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF INTERSECTION WITH AND EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 12, IN SAID BLOCK 4; THENCE WEST ALONG SAID EXTENSION OF THE SOUTH LINE OF LOT 12, TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 200 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF WHICH HAS BEEN RESERVED FOR ROAD PURPOSES.

PARCEL B:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS DESCRIBED IN DEED RECORDED SEPTEMBER 21, 1964 IN BOOK 2035 AT PAGE 537, UNDER RECEPTION NO. 368570, AND EXCEPT THAT PORTION LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 83 CONVEYED TO C.T. MCLAUGHLIN BY DEED RECORDED DECEMBER 18, 1974 IN BOOK 2723 AT PAGE 644. COUNTY OF EL PASO, STATE OF COLORADO.

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## 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.
5. Written statement from the Homeowners Association, (if any), providing status of any assessments, fees, covenant violations and notices.

NOTE: THIS COMMITMENT IS FOR INFORMATIONAL AND PLATTING PURPOSES.

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

1. Rights and claims of parties in possession not shown in the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts and boundary lines, shortage in area, encroachments, and any facts in which a correct survey and inspection of the premises would disclose and which are not shown by public records.
4. Any lien or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: If Guardian Title Agency, LLC conducts the closing, this item will be deleted from the final policy

6. "(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B."
7. Any water rights, claims or title to water.
8. Tax sales, taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
9. RESERVATIONS AND EXCEPTIONS IN PATENTS, OR ACTS AUTHORIZING THE ISSUANCE THEREOF, INCLUDING THE RESERVATIONS OF THE RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN MILITARY BOUNTY LAND WARRANT NO. 109268 DATED NOVEMBER 15, 1871 AND RECORDED IN [VOLUME 441 AT PAGE 437](#).
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY RECORDED FEBRUARY 11, 1947 AT [RECEPTION NO. 735503](#).
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY RECORDED MARCH 24, 1970 AT [RECEPTION NO. 720849](#).

CONTINUED

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12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY CONTAINED IN QUIT CLAIM DEED RECORDED MAY 21, 1963 AT [RECEPTION NO. 289673](#).
13. THAT PORTION OF LAND AS SHOWN IN DEED RECORDED SEPTEMBER 21, 1964 IN [BOOK 2035 AT PAGE 537](#).
14. THAT PORTION OF LAND AS SHOWN IN DEED RECORDED DECEMBER 18, 1974 IN [BOOK 2723 AT PAGE 644](#).
15. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE AGREEMENT RECORDED MAY 9, 1994 AT [RECEPTION NO. 094064796](#).
16. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE CONSTRUCTION EASEMENT AGREEMENT RECORDED MAY 22, 2007 AT [RECEPTION NO. 207069174](#).
17. EASEMENTS, RIGHTS OF WAY AND ROADS AS SHOWN ON THE PLAT OF BLACK FOREST PARK IN PLAT [BOOK B PAGE 42](#).
18. **TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE QUITCLAIM DEED RECORDED JUNE 14, 2016 AT RECEPTION NO. 216064543 AND RE-RECORDED JULY 19, 2016 AT [RECEPTION NO. 216079084](#).**
19. **TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE RECORDED AUGUST 28, 2018 AT [RECEPTION NO. 218100150](#).**
20. **TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RESOLUTION NO. 20-428 RECORDED DECEMBER 8, 2020 AT [RECEPTION NO. 220200121](#).**
21. **TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE SANCTUARY OF PEACE RESIDENTIAL COMMUNITY PUD DEVELOPMENT PLAN/PRELIMINARY PLAN RECORDED DECEMBER 23, 2020 AT [RECEPTION NO. 220210778](#).**

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## DISCLOSURE STATEMENT

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

If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure of withholding provisions of C.R.S. 39-22-604.5 (Non-resident Withholding).

Colorado Division of Insurance Regulation 8-1-2 requires that "Every title entity shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for recording and filing of legal documents resulting from the transaction which was closed."

Colorado Division of Insurance Regulation 8-1-3, requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B-2.

- 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.

Pursuant to Colorado Division of Insurance Regulation 8-1-2, 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 material-men 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 un-filed mechanic's and material-men'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.

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

C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

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.

**WHAT DOES GUARDIAN TITLE AGENCY, LLC DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and credit card or other debt
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GUARDIAN TITLE AGENCY, LLC chooses to share; and whether you can limit this sharing.

**Reasons we can share your personal information**

**Does Guardian share?**

**Can you limit this sharing?**

**For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus**

Yes

No

**For our marketing purposes- to offer our products and services to you**

No

We don't share

**For joint marketing with other financial companies**

No

We don't share

**For our affiliates' everyday business purposes- information about your transactions and experiences**

Yes

No

**For our affiliates' everyday business purposes- information about your creditworthiness**

No

We don't share

**For our affiliates to market to you**

No

We don't share

**For nonaffiliates to market to you**

No

We don't share

**Questions?**

Go to [www.guardiantitleagency.com](http://www.guardiantitleagency.com)

## Who we are

**Who is providing this notice?** GUARDIAN TITLE AGENCY, LLC

## What we do

**How does GUARDIAN TITLE AGENCY, LLC protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does GUARDIAN TITLE AGENCY, LLC collect my personal information?** We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.*

**Nonaffiliates** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliates so they can market to you.*

**Joint Marketing** A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliated financial companies for joint marketing purposes.*

# GRANT OF RIGHT OF WAY

Benet Hill Monastery of Colorado Springs Inc.

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of ten dollars and other valuable considerations, hereby grants to Mountain View Electric Association, Inc., a Colorado Corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to construct, maintain, change, renew, relocate, enlarge and operate its line or lines for the transmission and distribution of electrical energy and the monitoring and control thereof, including the necessary conduits, wires, and fixtures and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such transformers, switch cabinets, voltage regulators and other above-ground apparatus, together with a telephone and/or telecommunications line (including but not limited to fiber optic cables) for use by Grantee, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along a strip of land twenty (20) feet in width owned by Grantor, located in the W 1/2 W 1/2 SW 1/4 SW 1/4 of Section 27 Township 11 South, Range 66 West of the 6<sup>th</sup> P.M. County of El Paso, State of Colorado, described as follows:

Underground easements ten (10) feet either side of the power line and other fixtures through Tracts A, B, C and D as designed to serve the Sanctuary of Peace Subdivision located in the West one-half of the West one-half of the Southwest one-quarter of the Southwest one-quarter of Section 27, Township 11 South, Range 66 West, County of El Paso, State of Colorado

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

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

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

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

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

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

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

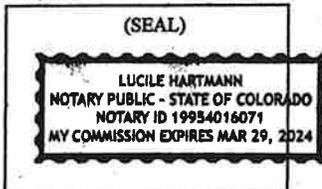
The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs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

Executed this 9<sup>th</sup> day of Mar. 2021

STATE OF COLORADO }  
COUNTY OF El Paso } ss.

S. Clare Carr OSB  
Prioress of Benet Hill Monastery

The within instrument was acknowledged before me this 9<sup>th</sup> day of March 2021  
by S. Clare Carr OSB as Prioress of Benet Hill Monastery  
(Print the name(s) signed above)



WITNESS my hand and official seal

19-1878 jck  
Work Order No.

Lucile Hartmann  
Notary Public

My Commission Expires 3-29-2024

Chuck Broerman  
07/26/2021 08:20:54 AM  
Doc \$0.00 1  
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El Paso County, CO



# GRANT OF RIGHT OF WAY

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An easement ten (10) feet either side of the power line and other fixtures to insert a new pole 55 feet north of the Mountain View Electric Association, Inc. pole currently numbered 551 and extend underground in a westerly direction to exit the property located in LOT 1 BENET PINES Section 27, Township 11 South, Range 66 West, County of El Paso, State of Colorado.

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

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

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

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

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

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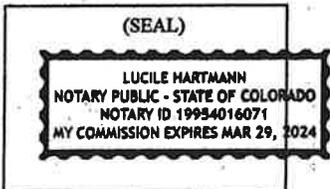
The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs,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

Executed this 9<sup>th</sup> day of March, 2021

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

S. Clare Carr OSB  
Prioresse of Benet Hill Monastery

The within instrument was acknowledged before me this 9<sup>th</sup> day of March, 2021  
by S. Clare Carr OSB as Prioresse of Benet Hill Monastery  
(Print the name(s) signed above)



WITNESS my hand and official seal

19-1878 jck  
Work Order No.

Lucile Hartmann  
Notary Public

My Commission Expires 3-29-2024

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07/26/2021 08:20:54 AM  
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El Paso County, CO



RECORD OF ADMINISTRATIVE ACTION

APPROVAL OF A FINAL PLAT FOR SANCTUARY OF PEACE NO. 1  
(SF-21-027)

WHEREAS, BENET HILL MONASTERY OF COLORADO SPRINGS, INC., did file an application with the El Paso County Planning and Community Development Department for the approval of a final plat for the Sanctuary of Peace Filing No. 1 Subdivision for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to § 30-28-133.5 (1.5), C.R.S., a Board of County Commissioners may delegate to one or more County administrative officials the authority to approve or deny final plats, amendments to final plats, and correction plats provided certain criteria have been met; and

WHEREAS, § 2.2.4 of the El Paso County Land Development Code (“Code”), amended by the Board of County Commissioners of El Paso County, Colorado (“Board”) on August 27, 2019 pursuant to Resolution No. 19-329, delegates to the Planning and Community Development Director (“Director”) the authority to approve final plats, vacations, replats, and final plat amendments pursuant to the provisions of the Code; and

WHEREAS, on January 10, 2022, the Director reviewed the studies, reports, plans, designs, documents and other supporting materials submitted with respect to the above application; and

WHEREAS, based on the evidence, exhibits, consideration of the master plan for the unincorporated area of the County, 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, and comments by the general public, the Director finds as follows:

1. The application was properly submitted for consideration by the Planning and Community Development Executive Director.
2. Proper publication, and public notice were provided as required by law for the administrative review of the application by the Planning and Community Development Director.
3. The administrative review of the application by the Planning and Community Development Director was extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested persons were provided a fourteen-day (14) time period to submit comments.

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El Paso County, CO



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4. All exhibits were received into evidence.
5. The subdivision is in conformance with the goals, objectives, and policies of the Master Plan.
6. The subdivision is in substantial conformance with the approved preliminary plan.
7. The subdivision is consistent with the subdivision design standards and regulations and meets all planning, engineering, and surveying requirements of El Paso County for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials.
8. At a public hearing on the preliminary plan held on November 19, 2020, the Board found that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(1)] and the requirements of Chapter 8 of the Code.
9. A public sewage disposal system has been established or, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Code.
10. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed subdivision is compatible with such conditions [C.R.S. §30-28-133(6)(c)].
11. Adequate drainage improvements are proposed that comply with State Statute [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Code and Engineering Criteria Manual ("ECM").
12. Legal and physical access is provided to all parcels by public rights-of-way or recorded easement, acceptable to El Paso County in compliance with the Code and the ECM.
13. Necessary services, including police and fire protection, recreation, utilities, and transportation systems, are or will be made available to serve the proposed subdivision.
14. Final plans provide evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Code.

15. Off-site impacts were evaluated, and related off-site improvements are roughly proportional and will mitigate the impacts of the subdivision in accordance with applicable requirements of Chapter 8 of the Code.
16. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or are financially guaranteed through the Subdivision Improvements Agreement so that the impacts of the subdivision will be adequately mitigated.
17. The subdivision meets other applicable sections of Chapters 6 and 8 of the Code.
18. The extraction of any known commercial mining deposit shall not be impeded by this subdivision [C.R.S. §§34-1-302(1), et. seq.].
19. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.

The El Paso County Planning and Community Development Director therefore APPROVES the final plat application for the Sanctuary of Peace Filing No. 1 Subdivision.

The following conditions and notations shall be placed upon this approval:

#### **CONDITIONS**

1. All Deed of Trust holders shall ratify the plat. The applicant shall provide a current title commitment at the time of submittal of the Mylar for recording.
2. Colorado statute requires that at the time of the approval of platting, the subdivider provides the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, or years prior to that year in which approval is granted, have been paid. Therefore, this plat is approved on the condition that the subdivider or developer must provide to the Planning and Community Development Department, at the time of recording the plat, a certification from the County Treasurer's Office that all prior years' taxes have been paid in full.
3. The subdivider or developer must pay, for each parcel of property, the fee for tax certification in effect at the time of recording the plat.
4. The applicant shall submit the Mylar to Enumerations for addressing.

5. The developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Parks and Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed species.
6. Driveway permits will be required for each access to an El Paso County owned and maintained roadway. Driveway permits are obtained from the El Paso County Planning and Community Development Department.
7. The Subdivision Improvements Agreement, including the Financial Assurance Estimate as approved by the ECM Administrator, shall be filed at the time of final plat recordation.
8. Collateral sufficient to ensure the public improvements as listed in the approved Financial Assurance Estimate shall be provided when at the time of final plat recordation.
9. The subdivider(s) agrees on behalf of him/herself and any successors and assignees that subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program Resolution (Resolution No. 19-471), or any amendments thereto, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would disclose the fee obligation before sale of the property.
10. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.
11. Park fees in lieu of land dedication for regional parks (Area 2) in the amount of \$11,960.00 and for urban parks (Area 1) in the amount of \$7,540.00 shall be paid at the time of plat recordation.
12. Fees in lieu of school land dedication in the amount of \$8,008.00 shall be paid to El Paso County for the benefit of Falcon School District No. 38 at the time of plat recording.

13. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.

14. Drainage fees in the amount of \$13,900.40 and bridge fees in the amount of \$875.75 for the Black Squirrel Creek drainage basin (FOMO3600) shall be paid to El Paso County. Additionally, drainage fees in the amount of \$5,394.84 and bridge fees in the amount of \$723.60 for the Smith Creek drainage basin (FOMO4000) shall be paid to El Paso County. All drainage and bridge fees shall be paid at the time of plat recordation.

#### **NOTATIONS**

1. Approval of the final plat will expire after twenty-four (24) months unless the final plat has been recorded or a request for extension has been granted.

**DONE THIS 11th day of January, 2022 at Colorado Springs, Colorado.**

**CRAIG DOSSEY, EXECUTIVE DIRECTOR  
EL PASO COUNTY PLANNING AND COMMUNITY  
DEVELOPMENT DEPARTMENT**

A handwritten signature in black ink, appearing to read 'Craig Dossey', is written over a horizontal line. The signature is stylized and cursive.

**EXHIBIT A**

**SANCTUARY OF PEACE FILING NO. 1  
LEGAL DESCRIPTION:**

**A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE WEST LINE OF COLORADO HIGHWAY 83;  
THENCE N 89°50'41" W, 1128.12 FEET;  
THENCE N 89°30'57" W, 322.69 FEET;  
THENCE N 89°33'46" W, 329.97 FEET;  
THENCE S 89°47'37" W, 671.98 FEET;  
THENCE N 89°36'01" W, 988.45 FEET;  
THENCE S 00°02'48" E, 200.41 FEET;  
THENCE S 89°59'47" W, 300.12 FEET;  
THENCE N 00°06'48" W, 201.90 FEET;  
THENCE N 89°42'15" W, 30.00 FEET;  
THENCE N 00°06'25" E, 208.79 FEET;  
THENCE N 00°06'28" E, 199.97 FEET;  
THENCE N 00°29'25" W, 251.26 FEET;  
THENCE S 88°29'37" E, 573.94 FEET;  
THENCE N 89°04'04" E, 84.80 FEET;  
THENCE S 89°53'38" E, 630.57 FEET;  
THENCE S 89°55'15" E, 605.10 FEET;  
THENCE S 89°54'25" E, 742.84 FEET;  
THENCE S 00°10'16" E, 331.15 FEET;  
THENCE S 89°54'49" E, 1197.05 FEET;  
THENCE S 07°22'10" W, 171.45 FEET TO A NON-TANGENT CURVE TO THE RIGHT;  
  
THENCE 134.02 FEET ALONG SAID CURVE CONVEX TO THE WEST, HAVING A RADIUS OF 1382.50 FEET, A CENTRAL ANGLE OF 5°33'15", AND WHOSE LONG CHORD BEARS S13°41'34"W, 133.96 FEET TO A POINT NON-TANGENT;  
  
THENCE S 19°38'03" W, 25.12 FEET TO THE POINT OF BEGINNING  
  
CONTAINING A CALCULATED AREA OF 49.58± ACRES (2,159,785.± SF) MORE OR LESS.**