

LAND TITLE GUARANTEE COMPANY

ENDORSEMENT 110.3 - 06

Case **SR139490**
Policy **CTAI139490**
Loan #

SCHEDULE B IS HEREBY AMENDED BY ADDING THE FOLLOWING:

6. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO FOR UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 29, 1964 IN BOOK 2041 AT PAGE 834.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Representing Chicago Title Insurance Company

Land Title Guarantee Company

Case **SR139490**
Policy **CTAI139490**
Loan #

ENDORSEMENT 107.12-06
Change Date of Policy

The effective Date of Policy is hereby changed from
JULY 19, 2001 AT 5:00 P.M.
to **DECEMBER 27, 2021 AT 5:00 P.M.**

The Company hereby insures:

- (1) *That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:*
SEE ENDORSEMENT 107.12 EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF

- (2) *That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A:*
ROBERT BARTLETT AND ANN MARIE BARTLETT

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated: **December 30, 2021**

Representing Chicago Title Insurance Company

ENDORSEMENT 107.12 EXHIBIT (ITEM 1)

RELEASE OF DEED OF TRUST RECORDED AUGUST 2, 2016 UNDER RECEPTION NO. 216086027.
(RELEASES DEED OF TRUST RECORDED JULY 19, 2001 UNDER RECEPTION NO. 201101122.

REZONE & PUD DEVELOPMENT PLAN RECORDED SEPTEMBER 29, 2008 UNDER RECEPTION NO.
208106396.

RESOLUTION NO. 08-317 RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 208107019.

RESOLUTION NO. 08-318 RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 208107020.

DEED OF TRUST RECORDED JANUARY 22, 2013 UNDER RECEPTION NO. 213008532.

SUBORDINATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED JULY 19,
2016 UNDER RECEPTION NO. 216079028.

DEED OF TRUST RECORDED JULY 19, 2016 UNDER RECEPTION NO. 216079029.

MEMORANDUM OF OPTION RECORDED MARCH 21, 2019 UNDER RECEPTION NO. 219028675.

UTILITY EASEMENT AGREEMENT RECORDED SEPTEMBER 3, 2020 UNDER RECEPTION NO.
220136336.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED SEPTEMBER 3, 2020 UNDER
RECEPTION NO. 220136337.

Form OEC/CHI

Land Title Guarantee Company
06-0070-97-Rep representing Chicago Title Insurance Company

Our Order No. SR139490 **Schedule A** **Amount** \$419,900.00

Property Address: 11340 GOODSON ROAD COLORADO SPRINGS CO 80908

Policy Date: July 19, 2001 at 5:00 P.M.

1. Name of Insured:

ROBERT BARTLETT AND ANN MARIE BARTLETT

2. Your interest in the land covered by this Policy is:

A Fee Simple

3. The land referred to in this policy is described as follows:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23 IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE SOUTHERLY ON THE EAST LINE THEREOF 690 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE CONTINUE SOUTHERLY ON SAID EAST LINE 1950 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ANGLE RIGHT 89 DEGREES 35 MINUTES 30 SECONDS WESTERLY 1340.31 FEET ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE ANGLE RIGHT NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1950 FEET; THENCE ANGLE RIGHT 90 DEGREES 24 MINUTES 30 SECONDS EASTERLY 1340.31 FEET TO THE POINT OF BEGINNING, EXCEPT THE EASTERLY 30 FEET THEREOF, COUNTY OF EL PASO, STATE OF COLORADO.

This Policy valid only if Schedule B is attached.

Copyright 2006-2014 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Form OEC/CHI

06-0070-97-1630

Our Order No. SR139490

Schedule B

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. TAXES FOR THE YEAR 2001, NOT YET DUE OR PAYABLE.
2. EASEMENT AND RIGHT OF WAY GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. FOR ELECTRICAL AND INCIDENTAL PURPOSES, AS DESCRIBED IN ORDER RECORDED FEBRUARY 7, 1974 IN BOOK 2654 AT PAGE 979 AND IN RULE, ORDER AND DECREE RECORDED AUGUST 18, 1975 IN BOOK 2771 AT PAGE 84.
3. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRICAL, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 01, 1970, IN BOOK 2341 AT PAGE 976.
4. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRICAL, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 26, 1980, IN BOOK 3286 AT PAGE 161.
5. DEED OF TRUST DATED JULY 13, 2001, FROM ROBERT BARTLETT AND ANN MARIE BARTLETT TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF FARMERS STATE BANK OF CALHAN TO SECURE THE SUM OF \$335,920.00 RECORDED JULY 19, 2001, UNDER RECEPTION NO. 201101127.

250
RECEIVED FEB 7 1974
Reception No. 49638 HARRIET BEALS

BOOK 2654 PAGE 979

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF EL PASO AND STATE OF COLORADO,
Civil Action No. 78107, Div. 6

MOUNTAIN VIEW ELECTRIC ASSOCIATION,)
INC., a Colorado corporation,)
)
Petitioner,)
)
vs.)
)
ORVILLE W. LONG; ELNORA E. LONG;)
DOROTHY M. PHILLIPS; JOHN STANLEY)
PHILLIPS; HOWARD A. KINZER, JR.;)
REBECCA SUE KINZER; THE CENTRAL)
COLORADO BANK; and MARIAN CARTER,)
as Public Trustee of El Paso County,)
Colorado,)
)
Respondents.)

ORDER

THIS MATTER coming on to be heard this 7th day of
February, 1974, upon Petitioner's prayer for imme-
diate possession and the Petitioner appearing by A. C. Payne,
General Manager, and its attorney, Robert T. James, and the
Respondents Orville W. Long and Elnora E. Long APPEARING BY
RICHARD M. STEVENSON, THEIR ATTORNEY
and Respondents Dorothy M. Phillips and John Stanley Phillips
APPEARING BY RICHARD M. STEVENSON, THEIR ATTORNEY
and Respondents Howard A. Kinzer, Jr. and Rebecca Sue Kinzer
APPEARING BY RICHARD M. STEVENSON, THEIR ATTORNEY
and Respondent The Central Colorado Bank NOT APPEARING
IN PERSON OR BY THEIR ATTORNEY
and Respondent Marian Carter as Public Trustee of El Paso County,
Colorado, not appearing in person or by attorney, and the Court
having heard the evidence and the statements of counsel and be-
ing fully advised of the premises,

FINDS:

1. That the Court has jurisdiction of the parties and subject matter of this action.

2. That by statute the Petitioner has the right of eminent domain and the power of condemnation.

3. That it is necessary and urgent that Petitioner commence the project to construct, operate and maintain its electric power transmission lines and to erect poles, wires and systems, guys, and to remove and trim any trees and shrubbery that will interfere therewith, and that Petitioner have immediate possession of the property described in Paragraphs Numbered 6, 8, and 10 of the Petition filed herein.

4. That the proper compensation to be deposited with the Registry of this Court pursuant to 1963 C.R.S. 50-5-6, for the use of Respondents Orville W. Long and Elnora E. Long at this time is \$ 1,063.⁰⁰, without prejudice in any way to the rights of the Respondents herein to have the value of said property sought to be taken herein determined by a Court, Commission or jury as provided by Law.

5. That the proper compensation to be deposited with the Registry of this Court pursuant to 1963 C.R.S. 50-5-6 for the use of Respondents Dorothy M. Phillips and John Stanley Phillips at this time is \$ 2,048.⁰⁰, without prejudice in any way to the rights of the Respondents herein to have the value of said property sought to be taken herein determined by a Court, Commission or jury as provided by Law.

6. That the proper compensation to be deposited with the Registry of this Court pursuant to 1963 C.R.S. 50-5-6 for the use of Respondents Howard A. Kinzer, Jr. and Rebecca Sue Kinzer and The Central Colorado Bank at this time is \$ 1,286.⁰⁰, without prejudice in any way to the rights of

the Respondents herein to have the value of said property sought to be taken herein determined by a Court, Commission or jury, as provided by Law.

NOW, THEREFORE, it is ordered, adjudged and decreed that upon deposit of the sum of \$ 1397.98 into the Registry of this Court, the Petitioner may enter into and take possession during the pendency of this action of the following described property:

1. A portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 23, Township 12 South, Range 65 West of the 6th P. M., being a strip of land 50 feet wide, 25 feet on each side of the following described centerline, to-wit: Considering the East line of said Section 23 to bear North 01°18'20" East, and all bearings relative thereto: Beginning at a point on the North line of the NE $\frac{1}{4}$ of said Section 23, whence the NE corner of said Section 23 bears South 83°53'14" East, 82.39 feet; thence South 01°29'27" West, 690.18 feet to a point on the South line of that particular parcel recorded in the Records of El Paso County, Colorado, by Reception No. 331430 whence the NE corner of said Section 23 bears North 08°17'29" East, 695.74 feet, El Paso County, Colorado.
2. A portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14, Township 12 South, Range 65 West of the 6th P. M., being a strip of land 50 feet wide, 25 feet on each side of the following described centerline, to-wit: Considering the East line of said Section 14 to bear North 01°14'01" East and all bearings relative thereto: Beginning at a point on the North line of the NE $\frac{1}{4}$ of said Section 14 whence the NE corner of said Section 14 bears South 89°11'32" East, 34.18 feet; thence South 01°11'43" West 2543.31 feet to a point on the South line of the NE $\frac{1}{4}$ of said Section 14 whence the East quarter corner of said Section 14 bears South 89°01'20" East, 82.42 feet, El Paso County, Colorado.
3. A portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 23, Township 12 South, Range 65 West of the 6th P. M., being a strip of land 50 feet wide, 25 feet on each side of the following described centerline, to-wit: Considering the East line of said Section 23 to bear North 01°18'20" East, and all bearings relative thereto: Beginning at a point on the South line of the

NE¹/₄ of said Section 23, whence the East quarter corner of said Section 23 bears South 89°04'52" East, 90.93 feet; thence North 01°29'27" East 1948.89 feet to a point on the North line of that particular parcel recorded in the Records of El Paso County, Colorado, by Reception No. 906227 whence the NE corner of said Section 23 bears North 08°17'29" East, 695.74 feet, El Paso County, Colorado,

for the purpose of easement and right of way to construct, operate and maintain electric power transmission lines and to erect poles, wires and systems, guys, and to remove and trim trees and shrubbery that will interfere therewith.

DONE in Open Court this 2nd day of February, 19 74.

HUNTER D. HARDEMAN

DISTRICT JUDGE

Approved

Law Offices of Gary P. Daley

By Andrew D. Stevenson

Attorney for Defendants, Lang, Phillips, Kincaid

Stewart T. Jones

Attorney for Plaintiff



2/7/74	78107	Mt View Elec 81928	Orville Long, Elmore Long, et al	18585	hw	+	2048.00
①	②	③	④	⑤	⑥	⑦	⑧
DATE	CASE NUMBER	RECEIVED FROM	DESCRIPTION	RECEIPT NUMBER	REC'D BY	INITIALS	AMOUNT

DISTRICT COURT OF EL PASO COUNTY
4TH JUDICIAL DISTRICT
JUDICIAL BUILDING
COLORADO SPRINGS, COLORADO 80903

CASH RECEIPT N^o 18585

MAIL TO:

VS.

JUDGE

JDF-101 (8-71) REV.

2/7/74	78107	Mt View Elec 81927	Orville Long, Elmore Long, et al	18584	hw	+	1286.00
①	②	③	④	⑤	⑥	⑦	⑧
DATE	CASE NUMBER	RECEIVED FROM	DESCRIPTION	RECEIPT NUMBER	REC'D BY	INITIALS	AMOUNT

DISTRICT COURT OF EL PASO COUNTY
4TH JUDICIAL DISTRICT
JUDICIAL BUILDING
COLORADO SPRINGS, COLORADO 80903

CASH RECEIPT N^o 18584

MAIL TO:

VS.

JUDGE

JDF-101 (8-71) REV.

2/7/74	78107	Mt View Elec # 81929	Orville Long, Elmore Long, et al	18583	hw	+	1063.00
①	②	③	④	⑤	⑥	⑦	⑧
DATE	CASE NUMBER	RECEIVED FROM	DESCRIPTION	RECEIPT NUMBER	REC'D BY	INITIALS	AMOUNT

DISTRICT COURT OF EL PASO COUNTY
4TH JUDICIAL DISTRICT
JUDICIAL BUILDING
COLORADO SPRINGS, COLORADO 80903

CASH RECEIPT N^o 18583

MAIL TO:

VS.

JUDGE

JDF-101 (8-71) REV.

Received at 8³⁰ o'clock A. M. AUG 18 1975
Reception No. 170888 HARRIET BEALS

BOOK 2771 PAGE 84

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF EL PASO AND STATE OF COLORADO
Civil Action No. 78107, Div. 6

MOUNTAIN VIEW ELECTRIC ASSOCIATION,)	
INC., a Colorado corporation,)	
	<u>RULE, ORDER AND DECREE</u>
Petitioner,)	
	<u>AS TO RESPONDENTS</u>
vs.)	
	<u>HOWARD A. KINZER, JR.</u>
ORVILLE W. LONG; ELNORA E. LONG;)	
DOROTHY M. PHILLIPS; JOHN STANLEY)	<u>AND REBECCA SUE KINZER</u>
PHILLIPS; HOWARD A. KINZER, JR.;)	
REBECCA SUE KINZER; THE CENTRAL)	
COLORADO BANK; and MARIAN CARTER,)	
as Public Trustee of El Paso County,)	
Colorado,)	
Respondents.)	

THIS MATTER came on regularly on this day, upon the stipulation of the Petitioner Mountain View Electric Association, Inc. and Respondents Howard A. Kinzer, Jr. and Rebecca Sue Kinzer; and it appearing to the Court from the records and files herein that all persons interested as owners or otherwise, as appearing of record, have been joined herein as parties respondent and that the Court has full and complete jurisdiction of the subject matter of this action and the parties thereto; that service has been made on all interested parties as required by law; and the Court having examined the pleadings and stipulations of the parties,

THE COURT DOTH FIND:

1. That the Court has jurisdiction herein.
2. That Respondents The Central Colorado Bank and Marian Carter, as Public Trustee of El Paso County, Colorado, are wholly in default and their default is hereby entered.
3. That the total value of the easement and right-of-way taken herein across lands owned by Respondents Howard A. Kinzer, Jr. and Rebecca Sue Kinzer, considering all damages

and benefits to any of said Respondents' land not taken which is contiguous or adjacent to the easement and right-of-way actually taken herein, is \$1,286.28.

4. That Petitioner has deposited with the Clerk of this Court the sum of \$1,286.00 for Respondents Howard A. Kinzer, Jr. and Rebecca Sue Kinzer, and said Respondents have heretofore withdrawn the sum of \$1,028.80 thereof; and therefore

IT IS ORDERED, ADJUDGED AND DECREED that the following described easement and right-of-way, to-wit:

The right to construct, operate and maintain electric power transmission lines and to erect poles, wires and systems, and to remove and trim any trees and shrubbery that will interfere therewith over, on and across a portion of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, Township 12 South, Range 65 West of the 6th P. M., being a strip of land 50 feet wide, 25 feet on each side of the following described centerline, to-wit: Considering the East line of said Section 23 to bear North 01 $^{\circ}$ 18'20" East, and all bearings relative thereto: Beginning at a point on the South line of the NE $\frac{1}{4}$ of said Section 23, whence the East quarter corner of said Section 23 bears South 89 $^{\circ}$ 04'52" East, 90.93 feet; thence North 01 $^{\circ}$ 29'27" East 1948.89 feet to a point on the North line of that particular parcel recorded in the Records of El Paso County Colorado, by Reception No. 906227 whence the NE corner of said Section 23 bears North 89 $^{\circ}$ 17'29" East, 695.74 feet, El Paso County, Colorado,

has been duly and lawfully taken by the Petitioner pursuant to the Statutes and Constitution of the State of Colorado; that the interests of the Respondents Howard A. Kinzer, Jr., Rebecca Sue Kinzer, the Central Colorado Bank, and Marian Carter, as Public Trustee of El Paso County, Colorado, in said easement and right-of-way are hereby vested in the Petitioner Mountain View Electric Association, Inc.; and

IT IS FURTHER ORDERED that the amount of \$257.20 remaining in the Registry of this Court for Respondents Howard A. Kinzer, Jr. and Rebecca Sue Kinzer and The Central Colorado

Bank be forthwith paid to Howard A. Kinzer, Jr. and Rebecca Sue Kinzer.

IT IS FURTHER ORDERED that Petitioner forthwith pay to Respondents Howard A. Kinzer, Jr. and Rebecca Sue Kinzer the additional sum of Twenty-Eight Cents.

IT IS FURTHER ORDERED that each party shall pay their own costs herein.

IT IS FURTHER ORDERED that a certified copy of this Rule, Order and Decree be recorded and indexed in the Office of the Clerk and Recorder of El Paso County, Colorado, in like manner and with like effect as if it were a deed of conveyance from the owners and parties interested, to the Petitioner herein.

DATED this 7 day of August, 1975.

BY THE COURT:

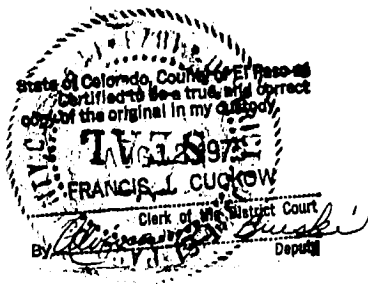
HUNTER D. HARDEMAN

DISTRICT JUDGE

APPROVED:

Robert T. James
ROBERT T. JAMES
Attorney for Petitioner
Mountain View Electric
Association, Inc.

Gary F. Dailey
GARY F. DAILEY
Attorney for Respondents
Howard A. Kinzer, Jr. and
Rebecca Sue Kinzer.



Received at 930 CASH GRANT OF RIGHT OF WAY
727555 MAY 1 1970

Reception No. HARRIET BEALS
KNOW ALL MEN BY THESE PRESENTS, That Raymond J. & Alpha P. Goodson
11340 Goodson Rd. Colorado Springs, Colo. 80908

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission 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, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, ^{under} and along a strip of land _____ feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being _____ feet on each side of the following described center line, to-wit:

one Guy stub (Pole) + Three Anchors

Tract in NE 1/4 SECTION 23 TOWNSHIP 12 SOUTH RANGE 65 WEST

Described as follows. Commencing at N.E. corner of S.D., Sec. 23, thence S. ly on E. line 690' for P.O.B., continue S. ly 1950' to S.E. corner of S.D., N.E. 1/4, angle R. 89° 35' 30" W. ly 1340.31' on S. line of N.E. 1/4, angle R. lying parallel with E. line 1950' angle R. 90° 24' 30" E. ly 1340.31' to point of beginning, except E. 30' for road.

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

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

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric 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.

WITNESS the hand and seal of the Grantor this 27th day of April A.D. 1970

Raymond J. Goodson (SEAL)
Alpha P. Goodson (SEAL)

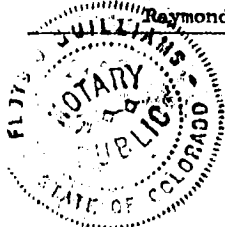
STATE OF COLORADO)
COUNTY OF Lincoln) ss.

The within instrument was acknowledged before me this 27th day of April, 1970 by

Raymond J. and Alpha P. Goodson

My commission expires My Commission Expires Oct. 15, 1973.

WITNESS my hand and official seal



Floyd P. Williams
Notary Public

Replaces: _____ C. E. _____ District No. _____

2 26 80
COUNTY OF EL PASO - STATE OF COLORADO
RECEIVED AT 9:15 O'CLOCK P.M. FEB 26 1960
RECEPTION NO. 647249 ARDIS W. SCHMIDT DEPUTY

BOOK 3286 PAGE 161

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That Alan S. Nixon
11340 Goodson Road, Colorado Springs, Colorado 80908

of the County of El Paso and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, run, 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, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land twenty (20) feet in width, owned by the Grantor, situate in the County El Paso, and State of Colorado, said strip of land being ten (10) feet on each side of the following described center line, to-wit:
A center line running through the center of the existing poles, and a line belonging to Mountain View Electric Association, Inc. and presently located:

Also known as 11340 Goodson Road

Pt. NE^{1/4} SECTION 23 TOWNSHIP 12 SOUTH RANGE 65 WEST

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

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


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 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.

WITNESS the hand and seal of the Grantor this 31st day of January, A.D., 1960.

 (SEAL)

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The within instrument was acknowledged before me this 31st day of JANUARY, 1960 by

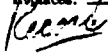
Alan S. Nixon

My commission expires 9/24/60

WITNESS



Witnesses: Burkhard, Richard A.



RECORDATION REQUESTED BY:

Farmers State Bank of Calhan
7025 Meridian Road
Falcon, CO 80831

WHEN RECORDED MAIL TO:

Farmers State Bank of Calhan
7025 Meridian Road
Falcon, CO 80831

SEND TAX NOTICES TO:

ROBERT BARTLETT
ANN MARIE BARTLETT
11340 GOODSON ROAD
COLORADO SPRINGS, CO 80908

J. Patrick Kelly El Paso Cty, CO
07/19/2001 09:29
Doc \$0.00 Page
Rec \$30.00 1 of 6

201101122



FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated July 13, 2001, among ROBERT BARTLETT and ANN MARIE BARTLETT, whose address is 11340 GOODSON ROAD, COLORADO SPRINGS, CO 80908 ("Grantor"); Farmers State Bank of Calhan, whose address is 7025 Meridian Road, Falcon, CO 80831 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of EL PASO County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby Irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in EL PASO County, State of Colorado:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23 IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE SOUTHERLY ON THE EAST LINE THEREOF 690 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE CONTINUE SOUTHERLY ON SAID EAST LINE 1950 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ANGLE RIGHT 89 DEGREES 35 MINUTES 30 SECONDS WESTERLY 1340.31 FEET ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE ANGLE RIGHT NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1950 FEET; THENCE ANGLE RIGHT 90 DEGREES 24 MINUTES 30 SECONDS EASTERLY 1340.31 FEET TO THE POINT OF BEGINNING, EXCEPT THE EASTERLY 30 FEET THEREOF, COUNTY OF EL PASO, STATE OF COLORADO.

The Real Property or its address is commonly known as 11304 GOODSON ROAD, COLORADO SPRINGS, CO 80908.

FUTURE ADVANCES. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$335,920.00.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs

SR 139490

J. Patrick Kelly El Paso Cty, CO
07/19/2001 09:29
Doc \$0.00 Page
Rec \$30.00 2 of 6

201101122

**DEED OF TRUST
(Continued)**

Loan No: 0279901060

Page 2

under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property; and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure

J. Patrick Kelly El Paso Cty, CO
07/19/2001 09:29
Doc \$0.00 Page
Rec \$30.00 3 of 6

201101122

**DEED OF TRUST
(Continued)**

Loan No: 0279901060

Page 3

sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse

J. Patrick Kelly El Paso Cty, CO
07/19/2001 09:29 201101122
Doc \$0.00 Page
Rec \$30.00 4 of 6

DEED OF TRUST
(Continued)

Loan No: 0279901060:

Page 4

Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact: If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Grantor may, upon production of the Note duly cancelled, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within twenty (20) days; or (b) if the cure requires more than twenty (20) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within twenty (20) days; or (b) if the cure requires more than twenty (20) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

J. Patrick Kelly El Paso Cty, CO

07/19/2001

09:29

201101122

Doc \$0.00 Page

Rec \$30.00 5 of 6

**DEED OF TRUST
(Continued)**

Loan No: 0279901060

Page 5

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by and interpreted in accordance with federal law and the laws of the State of Colorado. This Deed of Trust has been accepted by Lender in the State of Colorado.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. In the event Lender institutes legal process to obtain possession of the Property and to the extent permitted by law, Grantor hereby knowingly and voluntarily waives any right to a hearing prior to a court order granting Lender the right to take possession of the Property. Grantor waives all rights of exemption from execution or similar law in the Property (including without limitation, the homestead exemption), and Grantor agrees that the rights of Lender in the Property under this Deed of Trust are prior to Grantor's rights while this Deed of Trust remains in effect.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Farmers State Bank of Calhan, and its successors and assigns.

Borrower. The word "Borrower" means ROBERT BARTLETT and ANN MARIE BARTLETT, and all other persons and entities signing the Note.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response,

J. Patrick Kelly El Paso Cty, CO 201101122
 07/19/2001 09:29
 Doc \$0.00 Page
 Rec \$30.00 6 of 6

Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means ROBERT BARTLETT and ANN MARIE BARTLETT.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents; together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Farmers State Bank of Calhan, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated July 13, 2001, in the original principal amount of \$335,920.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is July 10, 2016.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of EL PASO County, Colorado.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x [Signature]
 ROBERT BARTLETT, Individually

x [Signature]
 ANN MARIE BARTLETT, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado)
) SS
 COUNTY OF El Paso)



On this day before me, the undersigned Notary Public, personally appeared ROBERT BARTLETT and ANN MARIE BARTLETT, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of July, 2001.
 By [Signature] Residing at 7025 Meridian Rd, Falcon, CO 80431
 Notary Public in and for the State of Colorado My commission expires 1/13/2003

OWNERS / SUBDIVIDER:

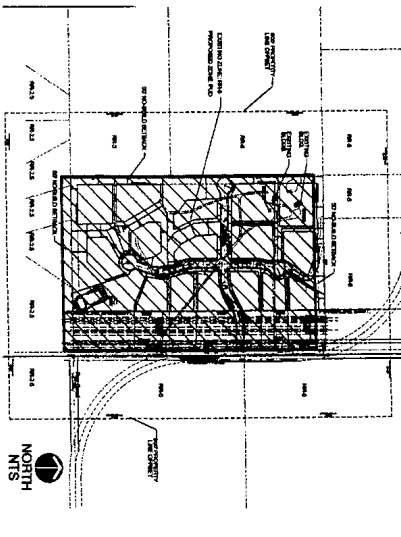
ROBERT AND ANNE WILHE BALINK
 1140 GODOSSON ROAD
 COLORADO SPRINGS, CO 80904

PREPARED BY:
 WILLIAM GANNA & ASSOCIATES, LTD., PLANNING AND LANDSCAPE ARCHITECTURE
 815 NORTH WILSON STREET
 COLORADO SPRINGS, COLORADO 80904
 PHONE: 719.527.7200
 FAX: 719.527.7200
 CONTACT: JASON ALWINE

ARCHITECT:
 ANTHONY J. CHIL, ENGINEER
 610 ARDENWOOD DRIVE
 COLORADO SPRINGS, COLORADO 80907
 PHONE: 719.527.7200
 FAX: 719.527.7200
 CONTACT: DEBRA M. BARNER

DEVELOPMENT DATA
 PROPOSED ZONING: PD (PLANNED DEVELOPMENT)
 PROPOSED ZONING: PD (PLANNED DEVELOPMENT)
 TOTAL NUMBER OF LOTS: 18

ZONING PLAN:



LEGEND:
 [Hatched Box] Cornerstone Estates (Proposed PUD)

PURPOSE AND INTENT:
 TO REZONE THE ENTIRE TRACT DESCRIBED FROM PARCELS 1810 TO 1820 FOR AN ESTABLISHED, YOUNG PROFESSIONAL, RECREATION, AND RESIDENTIAL USE. THE TRACT IS LOCATED WITHIN THE COLORADO SPRINGS METRO AREA AND IS SURROUNDED BY HIGHLY DEVELOPED RESIDENTIAL AND COMMERCIAL AREAS. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION. THE TRACT IS WELL SUITED FOR THE INTENDED USE. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.

GENERAL NOTES:

1. ALL UTILITIES SHALL BE DEEPENED AND REPAIRED TO MEET THE REQUIREMENTS OF THE COLORADO SPRINGS METRO AREA.
2. ALL UTILITIES SHALL BE DEEPENED AND REPAIRED TO MEET THE REQUIREMENTS OF THE COLORADO SPRINGS METRO AREA.
3. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
4. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
5. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
6. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
7. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
8. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
9. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
10. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
11. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
12. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
13. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.

SITE DATA

TYPE OF USE	ACRES	% OF PROJECT
RESIDENTIAL	18.00	100.00
COMMERCIAL	0.00	0.00
INDUSTRIAL	0.00	0.00
AGRICULTURAL	0.00	0.00
RECREATION	0.00	0.00
UTILITY	0.00	0.00
TOTAL	18.00	100.00

LAND USE TABLE

SITE SPECIFIC NOTES:

1. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
2. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
3. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
4. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
5. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
6. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
7. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
8. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
9. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
10. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
11. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
12. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.
13. THE TRACT IS WELL SERVED BY PUBLIC UTILITIES AND TRANSPORTATION.

CERTIFICATE OF OWNERSHIP

I, **Robert C. Balink**, being herein named as the owner of the above described property, do hereby certify that I am the owner of the above described property and that I have no other interest therein. I have no other interest in the above described property and I have no other interest in the above described property.

APPROVAL:
 [Signature]
 [Signature]
 [Signature]

LEGAL DESCRIPTION:
 THE CORNERSTONE ESTATES (PROPOSED PUD) IS SITUATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 69 WEST, OF THE SOUTH PUEBLO MERIDIAN, BEING DESCRIBED AS FOLLOWS:
 [Detailed legal description text]

VICINITY MAP:



**CORNERSTONE ESTATES
 REZONE & PUD DEVELOPMENT PLAN**

11340 GODOSSON ROAD COLORADO SPRINGS 80906

COVER PAGE / ZONING PLAN

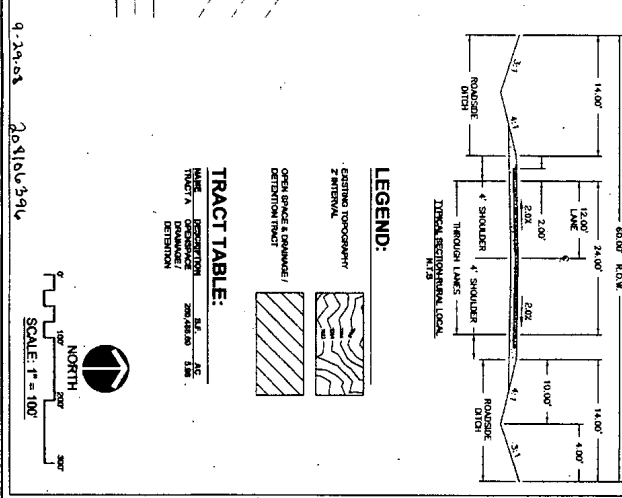
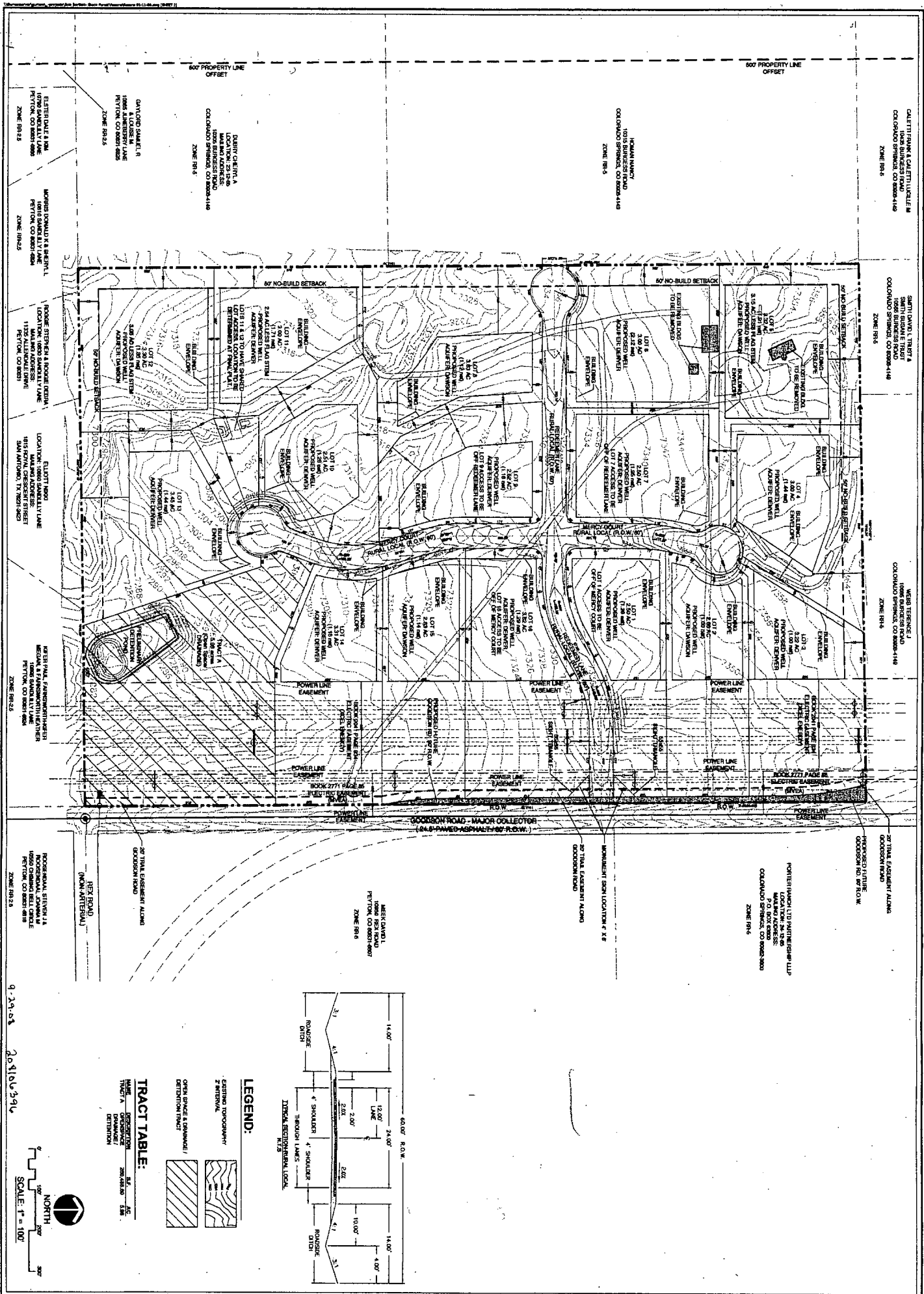
PROJECT NO. **1**

2 SHEETS

PUD-07-01-B

William Ganna
 ARCHITECTURE, LTD.

1140 GODOSSON ROAD
 COLORADO SPRINGS, CO 80904
 PHONE: 719.527.7200
 FAX: 719.527.7200
 CONTACT: JASON ALWINE

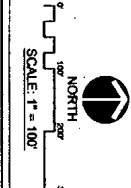


LEGEND:

- EXISTING TOPOGRAPHY
- Z-MATERIAL
- OPEN GRAZE & DRAINAGE/RESTRICTION TRACT

TRACT TABLE:

TRACT	ACRES	DATE
TRACT A	200.483.00	7/8
DETENTION		



9-23-08 2010-05-29

CORNERSTONE ESTATES

REZONE & PUD DEVELOPMENT PLAN

11340 GOODSON ROAD COLORADO SPRINGS 80908

PREPARED BY: WILLIAM GAFF & ASSOCIATES, L.L.C.
 1111 North Academy Street
 Suite 100
 Colorado Springs, CO 80908
 Phone: 719.594.1111
 Fax: 719.594.1112
 Email: info@williamgaff.com



PROJECT NO.	2
OVERALL DEVELOPMENT PLAN	
DATE	07-01-18
BY	
CHECKED	
DATE	
BY	
CHECKED	
DATE	
BY	

Bacc

RESOLUTION NO. 08-318

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

APPROVE PRELIMINARY PLAN REQUEST FOR CORNERSTONE ESTATES (SP-07-019)-ROBERT AND ANN BARTLETT

WHEREAS, Robert and Ann Bartlett did file an application with the Development Services Department of El Paso County for the approval of a Preliminary Plan for Cornerstone Estates Subdivision for the herein described property in the unincorporated area of El Paso County; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on June 17, 2008, upon which date the Planning Commission did by formal resolution recommend approval of the subject application with conditions and notations; and

WHEREAS, a public hearing was held by this Board on June 24, 2008; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves the request by Robert and Ann Bartlett for Preliminary Plan of Cornerstone Estates Subdivision for property located within the unincorporated area of the County, more particularly described in Exhibit A, which is attached hereto and incorporated by reference.

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

CONDITIONS:

1. A driveway access permit will be required from the El Paso County Development Services Department for any access to a county maintained roadway.
2. Applicable school, park, drainage, and bridge fees shall be paid with any Final Plats
3. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.
4. This subdivision shall be required to participate in a fair and equitable manner in the Woodmen Road Metropolitan District and contribution to the Falcon Small Area Traffic Study improvements at or prior to Final Plat recordation.
5. The sight distance and conditions of Rex Road at the west side of its intersection with Meridian Road and Goodson Road north of the site shall be examined with the traffic study for the Final Plat. Fair and equitable contributions to improvements in these areas shall be determined based

on the amount of traffic anticipated at these locations from this subdivision.

6. Prior to Building Permit approval by the Development Services Department, payment shall be made to the 501(c) (3) "Falcon Community Builders for Classrooms" or School District No. 49 and proof of such payment shall be provided to the Development Services Department.
7. Compliance with all Falcon Fire Protection District requirements shall be met by the developer, all homebuilders, and all homeowners.
8. The Preliminary Plan shall be subject to all conditions of approval of the associated PUD Rezone.
9. The sight distance and conditions of Rex Road west of Meridian Road and Goodson Road north of the site shall be examined with the traffic study for the Final Plat. Fair and equitable contributions to improvements in these areas shall be determined based on the amount of traffic anticipated at these locations from this subdivision.

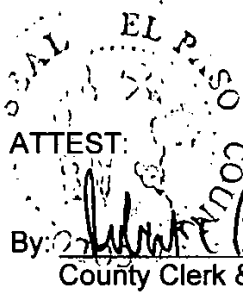
NOTATIONS:

1. In accordance with Section 54 3.o. of the El Paso County Land Development Code any graphic portion of the approved Final Plat must be submitted to the Development Services Department at a scale of one inch to 800 feet prior to recording.
2. A completed U.S. Army Corps of Engineers permit should be provided to the El Paso County Development Services Department prior to project commencement if ground-disturbing activities would occur in wetland areas.
3. Specialized septic designs may be required based on groundwater elevations, shallow bedrock, and variable percolation rates.

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

DONE THIS 24th day of July 2008, at Colorado Springs, Colorado.

Resolution No. 08-318
Page 5



ATTEST:
By: *Robert E. Bahnd*
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: *[Signature]*
Chair

Resolution No. 08-318
Exhibit A

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE COURSE ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A NO. 4 REBAR WITH A SURVEYOR'S CAP STAMPED "LS 3854", ± 1.0 FOOT BELOW EXISTING ASPHALT AND AT THE SOUTHERLY END BY A NO. 4 REBAR, ± 0.2 FOOT BELOW EXISTING ASPHALT, IS ASSUMED TO BEAR $S00^{\circ}30'39''E$, A DISTANCE OF 2638.75 FEET.

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE $S00^{\circ}30'39''E$ ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2638.75 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE $S89^{\circ}04'09''W$, ON THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF GOODSON ROAD;

THENCE $S89^{\circ}04'09''W$, CONTINUING ON THE SAID SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1310.26 FEET;

THENCE $N00^{\circ}30'48''W$, A DISTANCE OF 1948.74 FEET;

THENCE $N89^{\circ}04'07''E$, A DISTANCE OF 1310.34 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GOODSON ROAD;

THENCE $S00^{\circ}30'39''E$, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID GOODSON ROAD, A DISTANCE OF 1948.75 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,553,369 SQUARE FEET OR 58.6173 ACRES.

RESOLUTION NO. 08-317

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

APPROVE REZONE FROM THE RR-5 (RESIDENTIAL RURAL) DISTRICT TO THE PUD DISTRICT (PUD-07-018)-ROBERT AND ANN BARTLETT

WHEREAS, Robert and Ann Bartlett did file a petition with the Development Services Department of El Paso County to Rezone the herein described property in El Paso County from the RR-5 (Residential Rural) Zone District to the PUD (Planned Unit Development) Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on June 17, 2008, upon which date the Planning Commission did by formal resolution recommend approval of the subject Zone change petition with conditions and notations; and

WHEREAS, a public hearing was held by this Board on July 24, 2008; and

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

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. That the proposed PUD (Planned Unit Development) District zoning is in general conformity with the Master Plan for El Paso County, Colorado.
4. That the proposed PUD District zoning advances the stated purposes set forth in Chapter 4, Section 4.2.6, of the El Paso County Land Development Code.
5. That there has been a substantial change in the character of the area since the land was last zoned.

6. That the proposed development is in compliance with the requirements of the Land Development Code and all applicable statutory provisions and will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of El Paso County.
7. That the subject property is suitable for the intended uses and the use is compatible with both the existing and allowed land uses on the neighboring properties, will be in harmony and responsive with the character of the surrounding area and natural environment; and will not have a negative impact upon the existing and future development of the surrounding area.
8. That the proposed development provides adequate consideration for any potentially detrimental use-to-use relationships (e.g. commercial use adjacent to single-family use) and provides an appropriate transition or buffering between uses of differing intensities both on-site and off-site.
9. That the allowed uses, bulk requirements and required landscaping and buffering are appropriate to and compatible with the type of development, the surrounding neighborhood or area and the community.
10. That the areas with unique or significant historical, cultural, recreational, aesthetic or natural features are preserved and incorporated into the design of the project.
11. That open spaces and trails are integrated into the development plan to serve as amenities to residents and provide reasonable walking and biking opportunities.
12. That the proposed development will not overburden the capacities of existing or planned roads, utilities and other public facilities (e.g., fire protection, police protection, emergency services, and water and sanitation), and the required public services and facilities will be provided to support the development when needed.
13. That the proposed development would be a benefit through the provision of interconnected open space, conservation of environmental features, aesthetic features and harmonious design, and energy-efficient site design.

14. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would unreasonably interfere with the present or future extraction of such deposit unless acknowledged by the mineral rights owner.
15. That any proposed exception or deviation from the requirements of the zoning resolution or the subdivision regulations is warranted by virtue of the design and amenities incorporated in the development plan and development guide.
16. That the owner has authorized the application.
17. For the above-stated and other reasons, the proposed zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Robert and Ann Bartlett for a Zone change from the RR-5 (Residential Rural) Zone District to the PUD (Planned Unit Development) Zone District for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

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

CONDITIONS:

1. Development of this PUD zone shall be subject to all conditions of approval of the associated Preliminary Plan.
2. Development of the property shall be in accordance with this PUD Development Plan. All subsequent submittals shall be consistent with the PUD Development Plan. Minor modifications may be made subject to the limitations contained in the El Paso County Land Development Code and procedures.
3. Approved land uses are those defined in the recorded PUD Development Plan and all residential uses are single family. The maximum number of residential lots is sixteen (16).

4. The PUD Development Plan shall be recorded in the office of the El Paso County Clerk & Recorder prior to scheduling any Final Plats for hearing by the Planning Commission.
5. All owners of record must sign the PUD Development Plan.
6. Applicable drainage and bridge fees shall be paid with the Final Plat.
7. A driveway access permit will be required from the El Paso County Development Services Department for any access to a county maintained roadway.
8. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's meadow jumping mouse as a listed threatened species.
9. This subdivision shall be required to participate in a fair and equitable manner in the Woodmen Road Metropolitan District and contribution to the Falcon Small Area Traffic Study improvements at or prior to Final Plat recordation.
10. The sight distance and conditions of Rex Road at the west side of its intersection with Meridian Road and Goodson Road north of the site shall be examined with the traffic study for the Final Plat. Fair and equitable contributions to improvements in these areas shall be determined based on the amount of traffic anticipated at these locations from this subdivision.
11. Architectural guidelines shall be included in the subdivision covenants and are subject to county review in association with the Final Plat since they were not explicitly provided with the PUD.
12. Prior to Building Permit approval by the Development Services Department, payment shall be made to the 501(c) (3) "Falcon Community Builders for Classrooms" or School District No. 49 and

proof of such payment shall be provided to the Development Services Department.

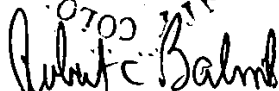
NOTATION:

1. If a zone or rezone petition has been disapproved by the Board of County Commissioners, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.

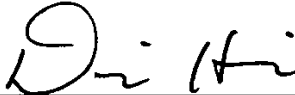
AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 24th day of July 2008, at Colorado Springs, Colorado.

ATTEST:

By: 
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Chair

Resolution No. 08-317
EXHIBIT A

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE COURSE ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A NO. 4 REBAR WITH A SURVEYOR'S CAP STAMPED "LS 3854", \pm 1.0 FOOT BELOW EXISTING ASPHALT AND AT THE SOUTHERLY END BY A NO. 4 REBAR, \pm 0.2 FOOT BELOW EXISTING ASPHALT, IS ASSUMED TO BEAR $S00^{\circ}30'39''E$, A DISTANCE OF 2638.75 FEET.

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE $S00^{\circ}30'39''E$ ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2638.75 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23;
THENCE $S89^{\circ}04'09''W$, ON THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF GOODSON ROAD;
THENCE $S89^{\circ}04'09''W$, CONTINUING ON THE SAID SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1310.26 FEET;
THENCE $N00^{\circ}30'48''W$, A DISTANCE OF 1948.74 FEET;
THENCE $N89^{\circ}04'07''E$, A DISTANCE OF 1310.34 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GOODSON ROAD;
THENCE $S00^{\circ}30'39''E$, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID GOODSON ROAD, A DISTANCE OF 1948.75 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,553,369 SQUARE FEET OR 58.6173 ACRES.



DEED OF TRUST

THIS INDENTURE, made this 16th day of JANUARY, 2013, between ROBERT BARTLETT and ANN BARTLETT, whose address is 11340 GOODSON ROAD, Colorado Springs, CO 80908, hereinafter collectively referred to as "Grantor", and the Public Trustee of the County of Pueblo, State of Colorado, hereinafter referred to as "Public Trustee"; for the benefit of PUEBLO COUNTY COMMUNITY DEVELOPMENT CORPORATION, its successors and assigns, (hereinafter referred to as Beneficiary) whose address is 215 W. 10th, Pueblo, CO 81003.

WITNESSETH, THAT WHEREAS, ROBERT BARTLETT and ANN BARTLETT, have executed a Loan Agreement dated JAN 16th, 2013, and pursuant to said Loan Agreement have agreed to grant this Deed of Trust as security for a Promissory Note dated JAN 16th, 2013, as executed by REBCON, LLC., a company in which Robert Bartlett has an ownership interest; said Note being for the principal sum of ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00) payable to the order of PUEBLO COUNTY COMMUNITY DEVELOPMENT CORPORATION, in accordance with the specific payment instructions set forth in said Note, after the date hereof, with interest thereon at the rate of Four percent (4%) per annum. Payments of principal and interest shall be made in accordance with the Promissory Note.

AND, WHEREAS, the Grantor is desirous of securing payment of the principal and interest of said Promissory Note in whose hands soever said Note may be, pursuant to Grantor's obligation under the Loan Agreement; and

NOW, THEREFORE, the Grantor, in consideration of the premises, and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said public trustee, in trust forever, the following described real property, situated in the County of Pueblo, State of Colorado, to wit:

A tract of land in the NE ¼ of Section 23, Township 12, Range 65, Described as commencing at the NE corner of said section then Southerly on the East line, 690 feet from the point of beginning continuing Southerly 1950 feet to the SE corner of said NE 1/4, ANG R Northerly parallel with the East line 1950 feet, ANG R 90<24'30" Easterly 1340.31 feet to the point of beginning excepting the Easterly 30 feet. Said property consisting of approximately 58.77 acres and covered by El Paso County Assessor schedule number 5223000003 and commonly known as 11340 Goodson Rd., all in El Paso County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances belonging thereto, in trust nevertheless, that in case of any default in the payment of said Note or any part thereof, or in the payment of the interest thereon, or in the breach of any other of the said terms and conditions of said Note, according to the tenor and affect of said Note, or in the payment of any prior encumbrances, principal or

interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants, or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and they elect to advertise said property for sale, and demand such sale by filing a notice of election and demand for sale with the public trustee. Upon receipt of such notice of election and demand for sale, the Public Trustee shall cause such notice to be recorded in the recorder's office of the county in which said property is situated. The Public Trustee shall then give public notice of the time and place of sale by notice and advertisement to be published for four weeks (once a week for five successive weeks) in some newspaper of general circulation at that time published in the county or counties in which said property is located. A copy of such notice shall be mailed to all persons entitled to receive notice as provided by law. It shall and may then be lawful for the Public Trustee to sell said property for the highest and best price the property will bring in cash and to dispose of said property (en masse) or in separate parcels, as the said Public Trustee may think best), together with all the right, title and interest of the Grantor therein, at public auction at any place as may be specific by statute as designated in the notice of sale.

The Public Trustee shall make and give to the purchaser of such property at such sale, a certificate of purchase as required by law. Unless the property is redeemed, the Public Trustee shall execute and record a confirmation deed to the holder of the certificate of purchase no less than 15 days after the date of sale or, if later, the expiration of all redemption periods and the receipt of all statutory fees and costs.

The Public Trustee shall, out of the proceeds of such sale and after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said Note, the principal and interest due on said Note according to the tenor and effect thereof, and all monies advanced by such beneficiary or legal holder of said Note for insurance, taxes and assessments, with interest thereon at ten percent per annum rendering the overplus, if any, unto those persons entitled thereto as a matter of law. Said sale as evidenced by the confirmation deed executed and recorded by the Public Trustee shall operate as a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the said property or any part thereof, by, from, through or under the Grantor. The holder of said Note may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

The Grantor covenants and agrees to and with the Public Trustee that at the time of the ensembling of and delivery of these presents it is well seized of the said land and tenements in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said lands, tenements and property as a homestead exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear

of all liens and encumbrances of any nature whatsoever except for a Deed of Trust for the benefit of FARMERS STATE BANK and taxes for the tax year 2013 and subsequent years, easements, reservations and restrictions of record, and the above bargained property in the quiet and peaceful possession of the Public Trustee, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the Grantor shall and will warrant and forever defend.

Until payment in full of the indebtedness secured hereby, the Grantor further covenants and agrees as follows:

1. Payment of the Note. REBCON, LLC. will duly and punctually pay the principal and interest on the Note and all other sums payable under the Note in accordance with the terms of the Note and all other indebtedness when and as due and payable. In addition, REBCON, LLC. shall comply with all other terms, provisions and conditions as are set forth in the Promissory Note. The provisions of the Promissory Note executed by REBCON, LLC. and previously referenced herein are hereby incorporated by reference into this Deed of Trust as fully as if set forth at length herein.

2. Payment of Taxes, Assessments and Insurance. Grantor shall timely pay all taxes and assessments of any nature whatsoever levied on the property. Grantor further shall pay all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and shall keep all improvements that are on said property insured against any casualty loss, including extended coverage, in a company or companies meeting the net worth requirement of the Beneficiary hereof in an amount which will yield to the holder of the indebtedness, after reduction by co-insurance provisions of the policy, if any, not less than the total indebtedness. Each such policy shall contain a loss payable clause naming the Beneficiary as mortgagee and shall further provide that the insurance may not be cancelled upon less than 20 days' written notice to the Beneficiary. The original policy or policies of insurance shall be delivered to the Beneficiary at the address specified in the Promissory Note as further security for the indebtedness secured hereby. Should the Grantor fail to insure and deliver the policies as specified herein, or should the Grantor fail to pay taxes or assessments as the same shall fall due, or to pay any amounts payable upon senior encumbrances, if any, then the Beneficiary may make any such payments or procure any such insurance and all monies so paid with interest thereon at the rate of 5% over Index per annum, shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its sole option and in its sole discretion, Beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure the insurance or to make any of the payments of taxes and assessments or any of the other payments required by this paragraph.

3. Payment of Utility Charges. Grantor shall pay all charges made by utility companies, whether public or private, for electricity, gas, heat, water or sewer, furnished or used, in connection with the trust property or any part hereof and will, upon written request of the Beneficiary, furnish proper receipts evidencing such payment.

4. Liens. Grantor shall not create, incur or suffer to exist any lien, encumbrance or charge on the property secured by this Deed of Trust or on any part thereof which might or could be held to be equal or prior to the lien of this Deed of Trust. Grantor shall pay when due the claims of all persons supplying labor or materials to or in connection with the trust property. In addition, and notwithstanding the provisions of the previous sentences of this subsection, if all or any part of the property or an interest therein is sold or transferred by the Grantor without the prior written consent of the Beneficiary, which consent may be withheld for any reason including an arbitrary one, excluding a transfer by devise, descent, or by operation of law upon the death of a joint tenant; the beneficiary may, at its sole option and in its sole discretion, declare all the sums secured by this Deed of Trust to be immediately due and payable.

5. Preservation and Maintenance of the Property. The Grantor (a) shall keep the property and improvements located therein in safe and good repair and condition, ordinary depreciation excepted; (b) shall, upon damage to or destruction of the Property or any part thereof by fire or other casualty, restore, repair, replace or rebuild the property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, unless the Beneficiary shall have elected, at its option, to apply insurance proceeds to the reduction of the indebtedness; (c) shall not commit waste or permit impairment or deterioration of the real property and improvements covered by this Deed of Trust; (d) shall obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the Promissory Note and this Deed of Trust.

6. Inspection. The Beneficiary, or its agents, shall have the right at all reasonable times, to enter upon the Property for the purposes of inspecting the Property secured hereby or any part thereof. The Beneficiary shall, however, have no duty to make such inspections.

7. Protection of the Beneficiary's Security. If the Grantor fails to perform any of the covenants and agreements contained in this Deed of Trust, and the Promissory Note, or if any action or proceeding is commenced which affects the Property covered hereby or the interest of the Beneficiary therein or the title thereto, then the Beneficiary, at its sole option, may perform such covenants and agreements, defend against and investigate such action or proceeding and take such other action as the Beneficiary deems necessary to protect the Beneficiary's interest. The Beneficiary shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax, assessment, charge or premium paid by it and of the amount necessary to be paid in satisfaction thereof. The Beneficiary is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) to enter upon the property covered by this Deed of Trust as the Grantor's agent in the Grantor's name to perform any and all covenants and agreements to be performed by the Grantor as herein provided. Any amounts or expenses disbursed or incurred by the Beneficiary pursuant

to this subsection, with interest thereon, shall become additional indebtedness of the Grantor secured by this Deed of Trust. Unless the Grantor and the Beneficiary agree in writing to other terms of repayment, such amount shall be immediately due and payable, and shall bear interest from the date of disbursement at the default interest rate then applicable under the terms of the Promissory Note. The Beneficiary shall, at its option, be subrogated to the lien of any mortgage or any lien discharged in whole or in part by the indebtedness or by the Beneficiary under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Deed of Trust. Nothing contained in this subsection shall require the Beneficiary to incur any expense or to do any act hereunder, and the Beneficiary shall not be liable to the Grantor for any damages or claims arising out of action taken by the Beneficiary pursuant to this subsection.

A failure to comply with any of the terms and conditions set forth in this Deed of Trust and/or a failure to abide by the express terms and conditions of the Promissory Note secured hereby shall constitute an event of default in addition to such other defaults as may be specified herein.

In case of any default whereby the right of foreclosure occurs hereunder, the holder of said Note or Certificate of Purchase shall at once become entitled to possession, use and enjoyment of the Property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be; and such possession shall at once be delivered to the holder of said Note or Certificate of Purchase on request and on refusal, the delivery of such possession may be enforced by the holder of said Note or Certificate of Purchase by any appropriate civil suit or proceeding, and the holder of said Note or Certificate of Purchase, or any thereof, shall be entitled to a receiver for said Property, and of the rents, issues, and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said Property and without regard to the value thereof, and such receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice – notice being hereby expressly waived by Grantor – and all rents, issues and profits, income and revenue therefrom, shall be applied by such receiver to the payment of the indebtedness secured hereby, according to the law and in accordance with the orders and directions of the court, if any.

In case of default in any of said payments of principal or interest according to the terms and conditions of said Promissory Note or any part thereof, or of a breach or violation of any of the other covenants or agreements made in said Promissory Note or in this Deed of Trust, by the Grantor, then, and in that case, the whole of said principal sum hereby secured and the interest thereon from the time of sale may at once, at the option of the legal holder thereof, become due and payable, and the said Property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, attorneys fees in a reasonable amount for

services and the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as part of the cost of foreclosure, and if foreclosure be made through the courts, a reasonable attorneys fee shall be taxed by the court as a part of the costs of such foreclosure proceedings. Grantor specifically acknowledges and agrees that the rights and remedies specified herein and in the Promissory Note shall be cumulative and Beneficiary shall be entitled to seek the same as well as any other remedy afforded at law or in equity. Nothing herein shall be construed as limiting or in any manner affecting the right of full recourse to each of the Grantors named herein, jointly and severally, which has been granted to the Beneficiary by the express terms and conditions of the Promissory Note.

No delay by the Beneficiary in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by the Beneficiary of any particular provision of this Deed of Trust shall be deemed effective unless in a writing signed by the Beneficiary. All such rights and remedies provided for herein or which the Beneficiary of the holder of the Note may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently, or successively in any order whatsoever and as often as the occasion arises.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and permitted assigns of the Beneficiary and the Grantor. Nothing in the preceding sentence shall limit the effect of any other provision of this Deed of Trust including specifically the prohibition on sales or transfers as specified herein.

This Deed of Trust shall be governed by the substantive laws of the State of Colorado.

In the event that any provision or clause of this Deed of Trust conflicts with the applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given affect without the conflicting provisions and to this end the provisions of this Deed of Trust are declared to be severable. Nothing in this Deed of Trust dealing with foreclosure procedures or specifying particular actions to be taken by Beneficiary or by Grantor or by Public Trustee or any similar officer shall be deemed to contradict or add to the requirements and procedures now or hereafter specified by Colorado law, and any such inconsistency shall be resolved in favor of Colorado law applicable to the time of foreclosure.

Grantor shall, and does hereby agree to indemnify and to hold the Beneficiary harmless of and from any and all claims, demands, liability, loss or damage (including all costs, expenses and reasonable attorneys fees in the defense thereof) asserted against, imposed on or incurred by the Beneficiary in connection with or as a result of the Promissory Note, this Deed of Trust or the exercise of any rights or remedies under this Deed of Trust, other than any such claims, demands, liability, loss or damages arising solely from the Beneficiary's willful and intentional misconduct. Should the Beneficiary incur any such liability, the amount thereof, together with interest thereon at the default

interest rate stated in the Promissory Note shall be secured hereby and by this Deed of Trust and the Grantor shall reimburse the Beneficiary therefore immediately upon demand.

It is further understood and agreed that if a release of this Deed of Trust is required, that Grantor will pay the expense thereof; that all covenants and agreements herein contained shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the respective parties hereto as previously stated herein.



Robert Bartlett




Ann Bartlett

STATE OF COLORADO)

COUNTY OF PUEBLO) SS

Subscribed, sworn to and acknowledged before me this 16 day of January, 2013, by Robert Bartlett and Ann Bartlett.

My commission expires:



Notary Public



My Commission Expires 04/27/2013

SUBORDINATION AGREEMENT

*Recorded Simultaneously Here Within

THIS SUBORDINATION AGREEMENT ("Agreement") is made and given as of the day and year hereinafter set forth, by Pueblo County Community Development Corporation for the benefit of Ent Credit Union, its successors and/or assigns ("Lender"), and Robert Bartlett and Ann Marie Bartlett (Owner).

A. WHEREAS, Owner is the owner of the real property more specifically described as follows:

11340 Goodson Road, Colorado Springs, CO 80908-4408

That portion of the Northeast Quarter of Section 23 in Township 12 South, Range 65 West of the 6th Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 23; thence Southerly on the East line thereof 690 feet to the Point of Beginning of the Tract to be described hereby; thence continue Southerly on said East line 1950 feet to the Southeast corner of said Northeast Quarter; thence angle right 89 degrees 35 Minutes 30 Seconds Westerly 1340.31 feet on the South line of said Northeast Quarter; thence angle right Northerly parallel with the East line of said Northeast Quarter a distance of 1950 feet; thence angle right 90 Degrees 24 Minutes 30 Seconds Easterly 1340.31 feet to the Point of Beginning, Except the Easterly 30 feet thereof, County of El Paso, State of Colorado.

B. WHEREAS, Owner executed a Deed of Trust for the benefit of Pueblo County Community Development Corporation (Pueblo County Community Development Corporation Deed of Trust), in the amount of \$190,000.00 recorded in Book NA at Page NA Reception No. 213008532 of the records of the Clerk and Recorder of the County of El Paso Colorado, Pueblo County Community Development and Pueblo County Community Development Corporation Deed of Trust encumbers the Property.

C. WHEREAS, Owner wishes to borrow and Lender wishes to lend to Owner the sum of \$267,500, to be secured by a Deed of Trust ("Lender's Deed of Trust") encumbering the Property, provided Lender's Deed of Trust is a first lien deed of trust to the extent described below.

D. WHEREAS, it is to the mutual benefit of the parties hereto that Lender make the loan described above to Owner, and Pueblo County Community Development Corporation is willing to subordinate to Ent Credit Union's Deed of Trust and the lien created thereby to the Lender's Deed of Trust and the lien created thereby to the extent described below.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pueblo County Community Development Corporation, Owner, and Lender hereby agree as follows:

1. Pueblo County Community Development Corporation's Deed of Trust shall be and is hereby subordinated to Lender's Deed of Trust to the extent, and only to the extent, of the first \$ 267,500.00 plus interest and costs related to servicing of the loan, owed to the Lender and secured by the Lender's Deed of Trust (the "Subordinated Amount"). Lender and Owner hereby acknowledge and agree that all sums in excess of the Subordinated Amount secured by Lender's Deed of Trust are inferior and subordinate to Pueblo's County Community Development Corporation's Deed of Trust.

2. The lien created by Lender's Deed of Trust to the extent that Pueblo County Community Development Corporation's Deed of Trust is subordinated thereto shall be superior to the lien created by Pueblo County Community Development Corporation's Deed of Trust and with the same effect as though Lender's Deed of Trust, to the extent of the Subordinated Amount, had been executed, delivered and recorded in the County Records prior to the execution, delivery and recording of Pueblo County Community Development Corporation's Deed of Trust.

3. This Agreement is binding upon the parties hereto and their respective heirs, devisees, personal representatives, successors, and assigns.

4. This Agreement shall not operate in any way to alter, change, or modify the terms and conditions of Pueblo County Community Development Corporation's Deed of Trust, or in any way release or affect the validity of Pueblo County Community Development Corporation's lien upon the Property or to affect the priority of Pueblo County Community Development Corporation's Deed of Trust, except as specifically provided herein. Pueblo County Community Development Corporation does not subordinate its lien to 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, or to any other lien, encumbrance, right, reservation, easement or right-of-way not specifically described and subordinated to

HTC #104169477

herein. Pueblo County Community Development Corporation ONLY AGREES TO SUBORDINATE Pueblo County Community Development Corporation's DEED OF TRUST TO LENDER'S DEED OF TRUST TO THE EXTENT DESCRIBED HEREIN FOR THE BENEFIT OF LENDER AND OWNER.

5. Lender shall provide notice of any default occurring under Lender's Deed of Trust or any material documents related thereto, which shall be provided to Pueblo County Community Development Corporation or its successors and assigns promptly after such default. Pueblo County Community Development Corporation or its successors, may, at their option, cure any default under Lender's Deed of Trust. Such right to cure shall not be construed in any way so as to create secondary liability on Pueblo County Community Development Corporation under Lender's Deed of Trust.

THIS SUBORDINATION AGREEMENT IS CONTINGENT UPON ACCEPTANCE BY ALL PARTIES AS EVIDENCED BY THEIR NOTARIZED SIGNATURES

By: [Signature] #1
Pueblo County Community Development Corporation Authorized Signer Name: MICHAEL MAHAN
Authorized Signer Title: PRESIDENT
Pueblo County Community Development Corporation

By: [Signature] #2
Robert Bartlett
[Signature]
Ann Marie Bartlett

STATE OF COLORADO)
COUNTY OF Pueblo) ss. #1

The foregoing instrument was acknowledged before me on this 12 day of July, 2016, by Michael Mahan, President, Pueblo County Community Development Corporation.
(2nd Mtg. Co. authorized signer) (Authorized signer title)

Witness my hand and official seal.
My commission expires: 3/9/2020

[Signature]
Notary Public
Michael Shoaf
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification 20124012769
My Commission Expires 03/09/2020

STATE OF COLORADO)
COUNTY OF El Paso) ss. #2

The foregoing instrument was acknowledged before me on this 13th day of July, 2016, by Robert Bartlett and Ann Marie Bartlett

Witness my hand and official seal.
DAWN REAGAN
Notary Public
State of Colorado
My Commission Expires: August 19, 2019
LIC# 18954011321 2

After Recording Return To:
Ent Credit Union
7250 Campus Drive
Colorado Springs, CO 80920-6517
719-574-1100

[Space Above This Line For Recording Data]

DEED OF TRUST

Loan #: XXXXXXXXXXXX

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 July 13, 2016, together with all Riders to this document.
- (B) "Borrower" is Robert Bartlett and Ann Marie Bartlett, As Joint Tenants. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Ent Credit Union. Lender is a State Chartered Credit Union organized and existing under the laws of THE STATE OF COLORADO. Lender's address is 7250 Campus Drive, Colorado Springs, CO 80920-6517. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is the Public Trustee of El Paso County, Colorado.
- (E) "Note" means the promissory note signed by Borrower and dated July 13, 2016. The Note states that Borrower owes Lender TWO HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$267,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 01, 2046.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "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.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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



* 5 8 4 9 3 *
COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



* M C M O R T D O T *
Form 3006 1/01 (page 1 of 14 pages)

HTC #0469477

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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 LEGAL DESCRIPTION

which currently has the address of **11340 Goodson Road, 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



COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



Form 3006 1/01 (page 2 of 14 pages)

additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 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



* 5 8 4 9 3 *
COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



* M C M O R T D O T *
Form 3006 1/01 (page 3 of 14 pages)

payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (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 Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than



5 8 4 9 3 4
COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



* M C M O R T D O T *
Form 3006 1/01 (page 4 of 14 pages)

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

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

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

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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid



premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 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.

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.



COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



Form 3006 1/01 (page 6 of 14 pages)

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. 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



COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



Form 3006 1/01 (page 7 of 14 pages)

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 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



COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



Form 3006 1/01 (page 8 of 14 pages)

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 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



COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



Form 3006 1/01 (page 9 of 14 pages)

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 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.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section



* 5 8 4 9 3 *
 COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Mortgage Cadence Document Center © 3005 01/14



* M C M O R T D O T *
 Form 3008 1/01 (page 10 of 14 pages)

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 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



* 5 8 4 9 3 *
 COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Mortgage Cadence Document Center © 3005 01/14



* M C M O R T D O T *
 Form 3006 1/01 (page 11 of 14 pages)

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:

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



* 5 8 4 9 3 *
 COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Mortgage Cadence Document Center © 3005 01/14



* M C M O R T D O T *
 Form 3008 1/01 (page 12 of 14 pages)

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.

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.

 (Seal)
Borrower - Robert Bartlett

 (Seal)
Borrower - Ann Marie Bartlett



[Space Below This Line For Acknowledgment]

State of Colorado

ss.

County El Paso

The foregoing instrument was acknowledged before me this 13th day of July, 2016,
by Robert Bartlett and Ann Marie Bartlett

WITNESS my hand and official seal.

Title of Officer : _____

My commission expires : 8-19-2019

Signature _____ (Seal)

Origination Company: **Ent Credit Union**
NMLSR ID: **405466**
Originator: **Stephanie Dombrowski**
NMLSR ID: **459321**

DAWN REAGAN
Notary Public
State of Colorado
My Commission Expires: August 19, 2019
LIC# 19954011321



* 5 8 4 9 3 *
COLORADO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3005 01/14



* M C M O R T D O T *
Form 3006 1/01 (page 14 of 14 pages)

ATTACHED LEGAL DESCRIPTION

That portion of the Northeast Quarter of Section 23 in Township 12 South, Range 65 West of the 6th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 23; thence Southerly on the East line thereof 690 feet to the Point of Beginning of the Tract to be described hereby; thence continue Southerly on said East line 1950 feet to the Southeast corner of said Northeast Quarter; thence angle right 89 degrees 35 Minutes 30 Seconds Westerly 1340.31 feet on the South line of said Northeast Quarter; thence angle right Northerly parallel with the East line of said Northeast Quarter a distance of 1950 feet; thence angle right 90 Degrees 24 Minutes 30 Seconds Easterly 1340.31 feet to the Point of Beginning, Except the Easterly 30 feet thereof,
County of El Paso, State of Colorado.

Also Known as: 11340 Goodson Road, Colorado Springs, CO 80908-4408

216086027
PGS 1

8/2/2016 10:51 AM
\$11.00 DF \$0.00

Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

Prepared/Received by:

REQUEST FOR FULL / PARTIAL

RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1)(a) AND (3), COLORADO REVISED STATUTES

AUGUST 1, 2016

Date

ROBERT BARTLETT AND ANN MARIE BARTLETT

Original Grantor (Borrower)

11340 GOODSON ROAD COLROADO SPRINGS CO 80908

Current Address of Original Grantor,
Assuming Party or Current Owner

Check here if current address is unknown

Farmers State Bank of Calhan

Original Beneficiary (Lender)

JULY 13, 2001

Date of Deed of Trust

JULY 19, 2001

Date of Recording and/or Re-Recording of Deed of Trust

201101122

Recording Information

County Rept. No and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF EL PASO COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release, or in the event of a partial release, only that portion of the real property described as: (IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE.)

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or a Title Insurance Company authorized to request the release of Deed of Trust pursuant to § 38-39-102(3)(c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

1. The purpose of the Deed of Trust has been fully or partially satisfied
2. The original evidence of debt is not being exhibited or produced herewith.
3. It is one of the following entities (check applicable box):
 - a. The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102(3)(a), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release;
 - b. The holder of the evidence of debt requesting the release of a Deed of Trust without producing or exhibiting the original evidence of Debt that delivers to the Public Trustee a Corporate Surety Bond as specified in § 38-39-102(3)(b), Colorado Revised Statutes; or
 - c. A Title Insurance Company licensed and qualified in Colorado, as specified in § 38-39-102(3)(c), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this Request for Release and has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a Partial Release, to the extent required by the holder of the indebtedness.

Farmers State Bank of Calhan 7025 Meridian Road Falcon CO 80831

Name and Address of the Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)
or name and address of the Title Insurance Company Authorized to Request the Release of a Deed of Trust

Bret Swennes Loan Officer 7025 Meridian Road Falcon CO 80831

Name, Title and Address of Officer, Agent, or Attorney of the Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Signature

Signature

**BELINDA M. MEDRANO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994024267
My Commission Expires 09-17-2016**

State of Colorado County of El Paso

The forgoing Request for Release was acknowledged before me on August 1, 2016 (date) by*

Bret Swennes Loan Officer for Farmers State Bank of Calhan

9/17/2016 Date Commission Expires

*If applicable, insert title of officer and name of current holder

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.



(Public Trustee use only - use appropriate label)

Public Trustee Thomas S. Mowle August 02, 2016 Date

Deputy Public Trustee _____ Date

(If applicable: Notary seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by (§38-35-106.5, Colorado Revised Statutes.)

MEMORANDUM OF OPTION

This Memorandum of Option is to notify all persons that **Robert Bartlett and Ann Marie Bartlett**, as Optioner (whether one or more), and **Falcon Area Water Authority**, a political subdivision of the State of Colorado formed pursuant to Colorado Revised Statutes Sections 29-1-201, *et seq.*, as Optionee, have entered into an Easement Option Agreement dated March 18, 2019 ("Option"), for the sale by Optioner and the purchase by Optionee of a permanent utility easement and temporary construction easement (collectively "the Easements") over, upon, under and through the following described real estate:

Tract in the NE Sec 23-T12S-R65W, El Paso County, Colorado

The Option for the sale and purchase of the Easements is effective until 18th day of MARCH, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of MARCH, 2019.

Optioner:

Robert Bartlett
Robert Bartlett

Ann Marie Bartlett
Ann Marie Bartlett

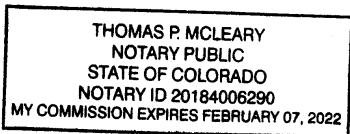
State of CO)
) ss.
County of EL PASO)

The foregoing instrument was acknowledged before me this 18th day of MARCH, 2019, by Robert Bartlett.

Witness my hand and official seal

My commission Expires: FEBRUARY 7, 2022

Thomas P. McLeary
Notary Public



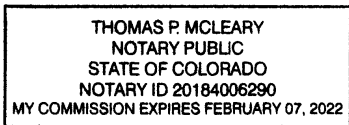
State of CO)
) ss.
County of EL PASO)

The foregoing instrument was acknowledged before me this 18th day of MARCH, 2019, by Ann Marie Bartlett.

Witness my hand and official seal

My commission Expires: FEBRUARY 7, 2022

Thomas P. McLeary
Notary Public



(Optionee's signature page to follow)

Chuck Broerman
03/21/2019 09:18:35 AM
Doc \$0.00 2
Rec \$18.00 Pages

El Paso County, CO



219028675

Optionee: Falcon Area Water Authority, a political subdivision of the State of Colorado formed pursuant to Colorado Revised Statutes Sections 29-1-201, *et seq.*

By: *James F. Morley*
Title: CHAIRMAN

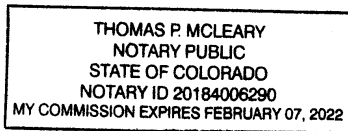
State of CO)
County of EL PASO) ss.

The foregoing instrument was acknowledged before me this 20th day of MARCH, 2019, by JAMES F. MORLEY as CHAIRMAN of Falcon Area Water Authority, a political subdivision of the State of Colorado formed pursuant to Colorado Revised Statutes Sections 29-1-201, *et seq.*

Witness my hand and official seal

My commission Expires: FEBRUARY 7, 2022

Thomas P. McLeary
Notary Public





TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 2nd day of SEPTEMBER, 2020, by and between **Robert Bartlett and Ann Marie Bartlett**, whose address is 11340 Goodson Road, Colorado Springs, CO 80908, hereinafter referred to as "Grantor", and **Falcon Area Water Authority**, a political subdivision of the State of Colorado formed pursuant to Colorado Revised Statutes Sections 29-1-201, *et seq.*, whose legal address is 31 North Tejon Street, Suite 500, Colorado Springs, Colorado 80903 (hereinafter "FAWA").

RECITALS

- A. The Grantor owns a certain tract of land located at 11340 Goodson Road, Colorado Springs, CO 80908, County of El Paso, State of Colorado, and referred to hereafter as "the Grantor's Property".
- B. FAWA shall construct and install water transmission and distribution line improvements and appurtenances thereto ("the Project Improvements") within a permanent utility easement acquired from the Grantor.
- C. To accommodate temporary access for workers, equipment and material storage to facilitate safe, prudent and efficient construction and installation of the Project Improvements within FAWA's adjacent permanent easement, FAWA desires to rent from the Grantor the following described Temporary Construction Easement ("Temporary Easement"):
 1. Temporary Easement: An area of land consisting of 2.238 acres (97,501 square feet), more or less, as described in **Exhibit "A"** and depicted on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "Easement Area") to be used for the purposes set forth in paragraph B above.

NOW, THEREFORE, by their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. For and in consideration of the sum of **two thousand two hundred thirty-eight and 00/100 dollars (\$2,238.00)**, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants and conveys the Easement as described in Exhibit "A" depicted on Exhibit "A-1", to FAWA to allow access and additional workspace for workers, equipment and material storage to facilitate safe, prudent and efficient construction and installation of the Project Improvements. The term of the Easement shall be for a period of twelve (12) months, commencing on the date FAWA and/or FAWA's contractor(s) first enter the premises with workers and equipment and begin construction activities. Any required survey, reconnaissance and geotechnical due diligence performed previously or to be performed in the future shall not be deemed to be or to have been the "first entry" onto the premises for construction activities. FAWA and/or FAWA's contractor(s) shall give the Grantor three (3) business days advanced notice prior to their first entry onto the premises.
2. FAWA shall have the option, at its discretion, to extend the Temporary Easement for one additional 12-month term by providing at least 30 days' written notice of FAWA's intent to extend the Temporary Easement and tendering payment of two thousand four hundred sixty-two and 00/100 dollars (\$2,462.00) to Grantor prior to expiration of the Temporary Easement. If Grantor conveys the property subject to this Temporary Easement, Grantor will provide the successor in title actual notice of this Temporary Easement prior to conveyance. If FAWA exercises its option to extend the Temporary Easement provided herein, the successor in title to the property will provide FAWA with an executed IRS Form W-9, Request for Taxpayers Identification Number and Certification ("W-9") to facilitate payment for the Temporary Easement extension. If receipt of said W-9 from the successor in title to the property delays payment processing by FAWA beyond the original expiration date of the Temporary Easement, such condition shall not serve to invalidate FAWA's option or extension of the Temporary Easement.

3. As a condition of accepting this grant of Easement, FAWA agrees to, at FAWA's expense, substantially repair and restore the surface and condition of any portion of the Easement Area which may be affected, disturbed or damaged by the FAWA's use and occupancy of the Easement Area and to return the premises to the Grantor in a condition reasonably comparable to that which existed prior to entry by FAWA and/or FAWA's contractor(s); notwithstanding, however, FAWA shall have no obligation to repair, restore or replace any of Grantor's improvements or appurtenances, including but not limited to, landscaping, trees, crops, or fences, to which FAWA has compensated Grantor.

4. For the period of time beginning on the date and year first above written and extending to the date of expiration of this Easement, the Grantor promises and covenants that the Grantor shall not burden or overburden the Easement Area with the installation, construction or placement of any structures or any other items or fixtures which might be detrimental to or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement Area.

5. In the event the Grantor endeavors to sell the Grantor's Property at any time during the term of the Easement, the Grantor agrees that the Grantor shall disclose the existence of this Agreement and the Easement to any potential purchaser of the Grantor's Property. FAWA may record this Agreement at its sole discretion.


6. This Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions, duties or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.


7. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.

8. This Agreement is a legal instrument. FAWA recommends the Grantor seek the advice of its own legal and tax counsel before signing this Agreement.

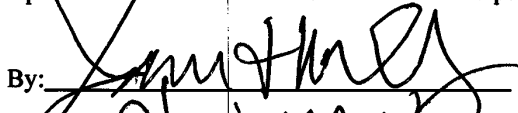
Dated the day and year first above written.

Grantor:


Robert Bartlett


Ann Marie Bartlett

Falcon Area Water Authority
a political subdivision of the State of Colorado pursuant to CRS 29-1-201, *et seq*:

By: 
Title: CHAIRMAN



20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

EXHIBIT A
PROJECT NUMBER: BAR X - 09018A
PARCEL NUMBER: E07-TC
PROJECT CODE: 3080
DATE: NOVEMBER 14, 2017

A PARCEL OF LAND IN THE EAST HALF (E 1/2) NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING A PORTION OF THAT PROPERTY RECORDED BY WARRANTY DEED UNDER RECEPTION NUMBER 201101121 OF THE EL PASO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BASIS OF BEARINGS: THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 23, AND IS ASSUMED TO BEAR S89°35'30"W, 1340.31 FEET, ACCORDING TO SAID WARRANTY DEED.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, THENCE S89°35'30"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 304.86 FEET TO A POINT 30.00 FEET EAST OF THE WESTERLY LINE OF THAT EASEMENT DESCRIBED IN WARRANTY DEED RECORDED AT BOOK 2041, PAGE 834 IN THE EL PASO COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

THENCE N00°06'15"E PARALLEL TO SAID EASEMENT LINE, 1650.03 FEET TO THE NORTHERLY LINE OF PROPERTY;
THENCE N89°35'30"E, 30.00 FEET ALONG SAID NORTHERLY LINE TO A POINT 80.00 EAST OF SAID EASEMENT;
THENCE S00°06'15"W PARALLEL TO SAID EASEMENT LINE, 1650.03 FEET TO THE SOUTHERLY LINE OF SAID QUARTER SECTION;
THENCE S89°35'30"W ALONG SAID SOUTHERLY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING A PORTION OF THE WESTERLY 80 FEET OF SAID EASEMENT AND CONTAINS A CALCULATED AREA OF 97,501 S.F. (2.238 ACRES MORE OR LESS).

PREPARED BY:


VERNON P. TAYLOR, COLORADO PLS NO. 25966 DATE 11/15/17
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903



PARCEL NUMBER: E07
 PROJECT CODE: 3080
 ILLUSTRATION EXHIBIT "A-1"

UNPLATTED
 ROY W. RICHARD
 REC. NO. 217095773

N89°35'30"E 1340.31'

N89°35'30"E
 30.00'

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2041, PAGE 835

N89°35'30"E
 50.00'

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2041, PAGE 834

UNPLATTED
 ROBERT & ANN
 MARIE BARTLETT
 REC. NO. 201101121

(E07)

(E07-TC)

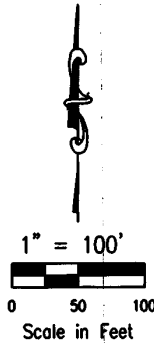
S0°06'15"W 1950.03'

S0°06'15"W 1950.03'

GOODSON ROAD

S0°00'00"E 1950.00'

UNPLATTED
 HILLARY C MALLOY
 REC. NO. 217053754



UNPLATTED
 ROBERT & ANN
 MARIE BARTLETT
 REC. NO. 201101121

(E07)

(E07-TC)

N0°06'15"E 1950.03'

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2041, PAGE 834

GOODSON ROAD

S0°00'00"E 1950.00'

UNPLATTED
 DAVID L MEEK
 REC. NO. 204078972

BASIS OF BEARING
 S89°35'30"W 1340.31'

S89°35'30"W
 30.00'

S89°35'30"W
 50.00'

(304.86')

POINT OF COMMENCING

POINT OF BEGINNING

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2153, PAGE 971

*PAINT BRUSH HILLS
 FILING NO. 2 LOT 34*
 REC. NO. 096028416

50' MOUNTAIN VIEW
 ELECTRIC ASSOC. EASEMENT
 BOOK 2645, PAGE 656

ROBERT & ANN MARIE BARTLETT
 24" WATER MAIN EASEMENTS
 EXHIBIT "C"
 JOB NO. 09-018
 DATE PREPARED: 11/14/2017



20 BOULDER CRESCENT, SUITE 110
 COLORADO SPRINGS, CO 80903
 PHONE: 719.955.5485

SHEET 1 OF 1



UTILITY EASEMENT AGREEMENT
(Water Line Improvements)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **Robert Bartlett and Ann Marie Bartlett**, whose address is 11340 Goodson Road, Colorado Springs, CO 80908 (the "Grantor"), hereby grants, bargains, sells and conveys **Falcon Area Water Authority**, a political subdivision of the State of Colorado formed pursuant to Colorado Revised Statutes Sections 29-1-201, *et seq.*, whose address is 31 North Tejon Street, Suite 500, Colorado Springs, Colorado 80903, its successors and permitted assigns (the "Grantee"), a perpetual, non-exclusive easement under, in, and across certain real property located in the County of El Paso, State of Colorado and being more particularly described in **Exhibit "A"** and depicted in **Exhibit "A-1"**, attached hereto and incorporated herein by this reference (the "Easement"), solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of water transmission and distribution line improvements, facilities and any above or below ground appurtenances, including, but not limited to, telecommunications infrastructure (hereafter referred to, collectively, as ("Grantee's Improvements")). The terms, conditions and obligations of the Grantor and Grantee as defined herein are referred to hereafter as (the "Easement Agreement"). The Easement is granted by the Grantor and is accepted by the Grantee pursuant to the following terms and conditions:

1. This Easement Agreement shall commence upon execution hereof by both the Grantor and the Grantee and shall run with the land and continue in full force and effect in perpetuity. Abandonment by the Grantee and/or any permitted assignee(s) of the Grantee's Improvements described herein shall not constitute abandonment of any of the rights or the real property interest represented by this Easement Agreement.

2. The Grantee, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress across the Easement, for any purposes necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

3. The Grantor shall not construct or place anything, including without limitation, any structure or building, any hard surface improvements such as concrete or asphalt, or any above ground improvements, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Easement (hereafter, "Prohibited Improvements"), except with the prior written consent of the Grantee. Prohibited Improvements of any kind situated on the Easement as of the date of this Easement Agreement may be removed by and at the sole expense of the Grantee in the Grantee's exercise of its rights hereunder, without liability to the Grantee therefor. Prohibited Improvements placed on the Easement after the date of this Easement Agreement, except where the Grantee has consented thereto in writing, may be removed by the Grantee at the sole expense of the Grantor without liability to the Grantee therefor.

4. With the exception of removing Prohibited Improvements, upon completion of its activities the Grantee shall restore the surface of the Easement, to include the surface of the ground and landscaping permitted by Grantee, to the condition that reasonably existed prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Grantee's Improvements or, as specifically permitted by Grantee, necessarily modified to accommodate changes to the surface of ground and all permitted landscaping made by the Grantor subsequent to the date of this Easement Agreement.

5. The Grantee shall have the right to enter upon the Easement and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Grantee's Improvements, and to remove objects interfering therewith, including but not limited to Prohibited Improvements, provided, however, that such activities shall not interfere unreasonably with the Grantor's use and enjoyment of the Easement.

6. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Grantee's Improvements. It is specifically agreed between and among the parties hereto that, except as provided in this Easement Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Grantee's Improvements.

7. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign this Easement Agreement and Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, this Easement Agreement or the Easement as are granted to and assumed by the Grantee herein. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of improvements consistent herewith.

8. The Grantor hereby warrants, covenants, grants, bargains and agrees to and with the Grantee that the Grantor is well seized of the Easement above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in the exercise of the Grantee's rights hereunder against any defect in the Grantor's title to the Easement and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless Grantee from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against the Grantee in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Easement, whether by foreclosure, deed in lieu of foreclosure or other means.

9. The Grantor shall indemnify, defend and hold harmless the Grantee and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Grantor or any party permitted by Grantor, with or without the consent of Grantee, including but not limited to contractors, subcontractors, agents or their respective employees, in connection with this Easement Agreement or the Easement provided hereunder or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes, as amended from time to time. Provided, however, that the Grantor shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the Indemnitees.

10. The Grantor reserves the right to grant further easement interests in and to the Easement to other grantees so long as such easement interests and uses are not inconsistent with, or unreasonably interfere with, the use and benefits of this Easement by the Grantee, its successors and permitted assigns, as described herein, with such determination to be made by the Grantee in its reasonable discretion.

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants upon the Grantor's property that is subject to the Easement and are to run with the land until this Easement Agreement is abandoned or terminated pursuant to the terms set forth herein.

12. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the El Paso County District Court.

13. Nothing herein or any actions taken by the Grantee pursuant to this Easement Agreement shall be deemed a waiver of the Grantee's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

14. This Easement Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement Agreement are of no force and effect. This Easement Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

15. This Easement Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

16. This Easement Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any

suit, action or other proceeding against the Grantor because of any breach of this Easement Agreement or because of any of the terms, covenants, agreements or conditions herein contained.

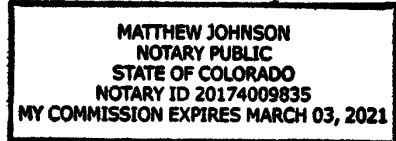
IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement this 2nd day of SEPTEMBER, 2020.

GRANTOR:

Robert Bartlett
Robert Bartlett

Ann Marie Bartlett
Ann Marie Bartlett

State of Colorado)
County of El Paso) ss.



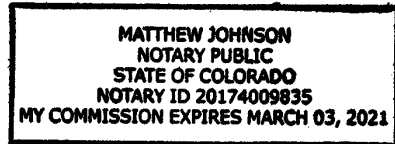
The foregoing instrument was acknowledged before me this 28 day of July, 2020, by Robert Bartlett.

Witness my hand and official seal

My commission expires: March 3, 2021

Matthew Johnson
Notary Public

State of Colorado)
County of El Paso) ss.



The foregoing instrument was acknowledged before me this 28 day of July, 2020, by Ann Marie Bartlett.

Witness my hand and official seal

My commission expires: March 3, 2021

Matthew Johnson
Notary Public

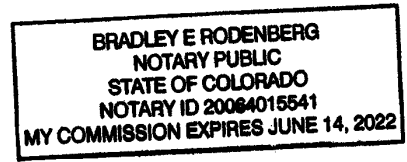
(GRANTEE'S SIGNATURE PAGE TO FOLLOW)

GRANTEE: FALCON AREA WATER AUTHORITY, a political subdivision of the State of Colorado formed pursuant to Colorado Revised Statutes Sections 29-1-201, *et seq.*

By: *James F. Morley*

Title: *CHAIRMAN*

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



The foregoing Easement Agreement was acknowledged before me this *2nd* day of *SEPTEMBER*, 20 *20*, by *JAMES F. MORLEY* as *CHAIRMAN* of the Falcon Area Water Authority, a political subdivision of the State of Colorado formed pursuant to Colorado Revised Statutes Sections 29-1-201, *et seq.*

Witness my hand and official seal

My commission expires: *June 14, 2022*

Bradley E. Rodenberg
Notary Public



20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

EXHIBIT A
PROJECT NUMBER: BAR X - 09018A
PARCEL NUMBER: E07
PROJECT CODE: 3080
DATE: NOVEMBER 14, 2017

A PARCEL OF LAND IN THE EAST HALF (E 1/2) NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING A PORTION OF THAT PROPERTY RECORDED BY WARRANTY DEED UNDER RECEPTION NUMBER 201101121 OF THE EL PASO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 23, AND IS ASSUMED TO BEAR S89°35'30"W, 1340.31 FEET, ACCORDING TO SAID WARRANTY DEED.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, THENCE S89°35'30"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 304.86 FEET TO A POINT 30.00 FEET EAST OF THE WESTERLY LINE OF THAT EASEMENT DESCRIBED IN WARRANTY DEED RECORDED AT BOOK 2041, PAGE 834 IN THE EL PASO COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

THENCE S89°35'30"W ALONG SAID SOUTHERLY LINE, 30.00 FEET TO SAID EASEMENT LINE;
THENCE N00°06'15"E ALONG SAID EASEMENT LINE, 1650.03 FEET TO THE NORTHERLY LINE OF SAID PROPERTY;
THENCE N89°35'30"E, 30.00 FEET ALONG SAID NORTHERLY LINE TO A POINT 30.00 EAST OF SAID EASEMENT;
THENCE S00°06'15"W PARALLEL TO SAID EASEMENT LINE, 1650.03 FEET TO THE SOUTHERLY LINE OF SAID QUARTER SECTION AND THE POINT OF BEGINNING.

SAID PARCEL BEING A PORTION OF THE WESTERLY 30 FEET OF SAID EASEMENT AND CONTAINS A CALCULATED AREA OF 58,501 S.F. (1.343 ACRES MORE OR LESS).

PREPARED BY:

11/15/17

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903

DATE



PARCEL NUMBER: E07
 PROJECT CODE: 3080
 ILLUSTRATION - EXHIBIT "A-1"

UNPLATTED
 ROY W. RICHARD
 REC. NO. 217095773

N89°35'30"E 1340.31'

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2041, PAGE 834

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2041, PAGE 835

N89°35'30"E
 30.00'

N89°35'30"E
 50.00'

UNPLATTED
 ROBERT & ANN
 MARIE BARTLETT
 REC. NO. 201101121

(E07)

(E07-TC)

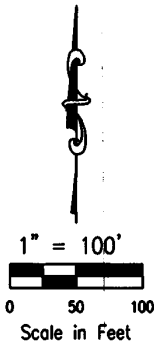
S0°06'15"W 1950.03'

S0°06'15"W 1950.03'

GOODSON ROAD

S0°00'00"E 1950.00'

UNPLATTED
 HILLARY C MALLOY
 REC. NO. 217053754



UNPLATTED
 ROBERT & ANN
 MARIE BARTLETT
 REC. NO. 201101121

(E07)

(E07-TC)

N0°06'15"E 1950.03'

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2041, PAGE 834

GOODSON ROAD

S0°00'00"E 1950.00'

UNPLATTED
 DAVID L MEEK
 REC. NO. 204078972

BASIS OF BEARING
 S89°35'30"W 1340.31'

S89°35'30"W
 30.00'

S89°35'30"W
 50.00'

(304.86')

POINT OF BEGINNING

POINT OF COMMENCING

*PAINT BRUSH HILLS
 FILING NO. 2 LOT 34*
 REC. NO. 096028416

225' PUBLIC SERVICE CO.
 OF COLORADO EASEMENT
 BOOK 2153, PAGE 971

50' MOUNTAIN VIEW
 ELECTRIC ASSOC. EASEMENT
 BOOK 2645, PAGE 656

ROBERT & ANN MARIE BARTLETT
 24" WATER MAIN EASEMENTS
 EXHIBIT "C"
 JOB NO. 09-018
 DATE PREPARED: 11/14/2017



20 BOULDER CRESCENT, SUITE 110
 COLORADO SPRINGS, CO 80903
 PHONE: 719.955.5485