

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

Transmittal Information

Date: 11/12/2021
File No: 82981ECS
Property Address: 2875 Akers Drive, Colorado Springs, CO 80922
Buyer\Borrower: JCK Enterprise LLC, a Colorado limited liability company
Seller: D&K ACKERS LLC, a Colorado limited liability company

For changes and updates please contact your Escrow officer(s):

Escrow Officer: Tracy Stowell Empire Title of Woodland Park 5555 Tech Center Drive, Suite 110 Colorado Springs, CO 80919 Phone: 719-884-5300 Fax: 719-884-5304 E-Mail: Tracy.Stowell@stewart.com	Title Officer: Laura Moya Empire Title of Woodland Park c/o Stewart Title Southern Colorado Production Services
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Escrow Processor:
Michelle Hall
E-Mail: TeamWP@EmpireWP.com
Phone: 719-884-5300

Buyer:
JCK Enterprise LLC, a Colorado limited liability company
DELIVERED VIA: E-MAIL

Seller:
D&K ACKERS LLC, a Colorado limited liability company
DELIVERED VIA: E-MAIL

Buyer's Agent:
Mountain State Realty
3070 West Eisenhower Boulevard
Loveland, CO 80537
Attn: Nate Holstege
Phone: 970-646-3406 Fax:
DELIVERED VIA: E-MAIL

Seller's Agent:
FSBO

Attn:
Phone: Fax:

Buyer's Attorney:

Seller's Attorney:

Lender:
CASH SALE

Mortgage Broker:

Phone: Fax:

Attn:

Changes: Effective Date Updated.

Thank you for using Empire Title of Woodland Park.



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

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Empire Title of Colorado Springs, LLC.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



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

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

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

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

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

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

Authorized Signature

A handwritten signature in dark ink, appearing to read "Denise Carraux", written over a horizontal line.

Authorized Signatory

Empire Title of Woodland Park
(Company)
P.O. Box 9004

A handwritten signature in dark ink, appearing to read "Frederick H. Eppinger", written over a horizontal line.

Frederick H. Eppinger
President and CEO

A handwritten signature in dark ink, appearing to read "Denise Carraux", written over a horizontal line.

Denise Carraux
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



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

COMMITMENT FOR TITLE INSURANCE

Issued by


*Stewart Title Guaranty Company***SCHEDULE A**

1. Effective Date: **November 8, 2021, 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
 Proposed Insured: **JCK Enterprise LLC, a Colorado limited liability company**
 Proposed Policy Amount: **\$1,197,900.00**
 - (b) 2006 ALTA® Loan Policy
 Proposed Insured:
 Proposed Policy Amount:

<i>Basic Owner's Policy</i>	\$	2,846.00
<i>110.1-OEC Del.Except End (Own)</i>	\$	65.00
<i>Tax Certificate</i>	\$	25.00
Total:	\$	2,936.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
D&K ACKERS LLC, a Colorado limited liability company
5. The land referred to in this Commitment is described as follows:

A portion of Lot 3 in Akers Acres Subdivision No. 1, El Paso County, Colorado, EXCEPT that parcel conveyed to El Paso County in Warranty Deed recorded July 7, 2009 at [Reception No. 209077955](#).

For Informational Purposes Only: **2875 Akers Drive, Colorado Springs, CO 80922**APN: **5332001008**Countersigned
Empire Title of Woodland ParkBy: 
Laura Moya

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

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

NOTE: When the above requirement has been complied with, the description at Item No. 4 of Schedule A will be amended.

NOTE: This commitment, and the policy to be issued are subject to such further requirements and/or exceptions as may be necessary upon review of the plat by the Company, its agents or subsidiaries.

6. **Delivery to the Company for inspection and approval prior to closing, the following documents for D&K ACKERS LLC:**
 - (1) **Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.**
 - (2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**
7. **Delivery to the Company for inspection and approval prior to closing, the following documents for JCK Enterprise LLC:**

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(1) ~~INTENTIONALLY DELETED: Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.~~

(2) Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.

8. Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.
- C. Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be an ALTA Standard Owner's Policy along with Endorsement Form 110.1, which will provide Owner's Extended Coverage, thereby deleting printed exceptions Nos. 1, 2, 3 and 4 from the Owners Policy. Item 5 will be deleted if closing is performed by the Insuring Company.
- D. Evidence satisfactory to the Company that Stormwater Fees are paid current, if applicable.
- E. Execution of Gap Indemnity by vested owner(s) of subject property.

FOR INFORMATIONAL PURPOSES ONLY:

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

Deed recorded October 6, 1998 as [Reception No. 98145279](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is

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a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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SCHEDULE B, PART II
Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded in [Book 143 at Page 126](#); and any and all assignments thereof or interest therein.**
10. **Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent recorded in [Book 143 at Page 126](#).**
11. **An easement for gas pipelines and incidental purposes granted to Colorado Interstate Gas Company by the instruments recorded in [Book 908 at Page 88](#) and [Book 908 Page 91](#), which said right of way**

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is not precisely located.

12. The following items as set forth on the plat of AKER'S ACRES SUBDIVISION NO. 1, to-wit:
 - (a) It shall be the responsibility of the individual property owners to furnish their own water and sanitation to comply with the requirements of the State of Colorado Dept. of Health.
 - (b) There shall be a 10 foot Utility Easement on either side of all side and rear lot lines.
 - (c) Additional Easements and Setbacks, affecting the subject property as shown thereon.
13. An easement for electrical, telephone and/or telegraph lines and incidental purposes granted to Mountain View Electric Association, Inc., by the instrument recorded March 21, 1991 in [Book 5822 at Page 841](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 96-177, Land Use-48, Board of County Commissioners, El Paso County, recorded July 2, 1996 at [Reception No. 96082662](#).
15. An easement for electrical, telephone and/or telegraph lines and incidental purposes granted to Mountain View Electric Association, Inc., by the instrument recorded October 4, 1996 at [Reception No. 96127014](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 96-178, Land Use-49, recorded May 6, 1997 at [Reception No. 97051240](#).
17. Any assessment or lien of Cherokee Metropolitan District, as disclosed by the instrument recorded March 24, 1999 at [Reception No. 99045275](#).
18. An easement for electrical, telephone and/or telegraph lines and incidental purposes granted to Mountain View Electric Association, Inc., by the instrument recorded June 22, 1999 at [Reception No. 99099806](#).
19. Terms, agreements, provisions, conditions and obligations of a Short Form Lease, executed by OneComm Corporation, N.A., a Delaware Corporation, as Lessee(s), for a term of five (5) years with subsequent optional terms, recorded July 20, 1999 at [Reception No. 99115576](#).
Assignment and Assumption of said Lease, recorded September 25, 2007 at [Reception No. 207124617](#).
20. An easement for electrical, telephone and/or telegraph lines, and incidental purposes granted to Mountain View Electric Association, Inc., by the instrument recorded November 21, 2001 at [Reception No. 201170961](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Site Agreement, recorded December 19, 2005 at [Reception No. 205199828](#).
22. Terms, conditions, provisions, agreements, easements, and obligations contained in the Temporary Construction Agreement Easement Agreement, recorded August 11, 2006 at [Reception No. 206118922](#).

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23. The effect, if any, upon the subject property, of the Hannah Ridge PUD Development Plan, recorded December 7, 2006 at [Reception No. 206177824](#).
24. Deed of Trust from American Tower Asset Sub, LLC, to the Public Trustee of El Paso County, for the benefit of American Tower Depositor Sub, LLC, securing an original principal indebtedness of \$1,750,000,000.00, and any other amounts and/or obligations dated May 4, 2007, recorded September 25, 2007 at [Reception No. 207124619](#). (Affects Leasehold Interest Only).
25. Financing Statement from American Tower Asset Sub, LLC, Debtor, to American Tower Depositor Sub, LLC, Secured Party, recorded September 25, 2007 at [Reception No. 207124620](#). (Affects Leasehold Interest Only)
26. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 07-119, Board of County Commissioners, El Paso County, approving Airport Overlay Rezoning, recorded July 18, 2007 at [Reception No. 207095753](#).
27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 07-397, Board of County Commissioners, El Paso County, recorded March 11, 2008 at [Reception No. 208028188](#).
28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 08-170, Board of County Commissioners, El Paso County, recorded July 2, 2008 at [Reception No. 208075845](#).
29. Rights, if any, of the Chicago, Rock Island and Pacific Railroad, in and to any portion of the subject property, lying adjacent to the railroad right-of-way, as may be used or useful in connection with the use and maintenance of said right-of-way.
30. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement, recorded February 17, 2009 at [Reception No. 209015095](#).
31. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-251 of the Board of County Commissioners, County of El Paso, State of Colorado, recorded July 7, 2009 at [Reception No. 209077953](#).
32. Terms, conditions, provisions, agreements, easements and obligations contained in the Temporary Construction Easement Agreement TE-14, recorded July 7, 2009 at [Reception No. 209077956](#).
33. Terms, conditions, provisions, agreements and obligations contained in the Non-Exclusive Permanent Easement PE14, recorded August 4, 2009 at [Reception No. 209091676](#).
34. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement Agreement TEPE14, recorded December 1, 2009 at [Reception No. 209137511](#).
35. Any existing leases or tenancies.

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

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DISCLOSURES

File No.: 82981ECS

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

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

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

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

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

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

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

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

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

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

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

File No.: 82981ECS

CO Commitment Disclosure

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

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

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

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

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

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

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

Sharing practices

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

Contact Us

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

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

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

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

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

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

Use of Personal Information

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

Empire Title of Woodland Park

PRIVACY POLICY NOTICE

Our Commitment To You

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

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

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

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

Use of information:

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

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

Security and Confidentiality of Your Information:

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

Information Obtained Through Our Web Site

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

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

Cookies

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

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



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

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

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

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

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

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

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

Chairman of the Board

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

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

President

Countersigned:

Authorized Countersignature

Empire Title of Colorado Springs, LLC (Company)
5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at<<http://www.alta.org/>>.*



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

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

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

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

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

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

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

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

Sharing practices

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

Contact Us

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

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

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

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

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

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

Use of information:

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

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

Security and Confidentiality of Your Information:

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

Information Obtained Through Our Web Site

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

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

Cookies

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

DISCLOSURES

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

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

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Empire Title of Colorado Springs, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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

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

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

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

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

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

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



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

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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

No. 532178

A F F I D A V I T

J. H. Schisler

to

Whom It May Concern:

Filed for Record 10:32 A. M.

September 26, 1934.

C. R. Furrow, Recorder.

) State of Colorado, ss. A F F I D A V I T
) County of El Paso,
) J. H. Schisler of lawful age, being first duly
) sworn upon his oath deposes and says: That he
) knows the John Gross who acquired title to the
) East half of Lot 4 in Block 2 in the South End
) Addition to the City of Colorado Springs, El
) Paso County Colorado; by Warranty Deed dated
) January 8, 1916, recorded January 11, 1916, in

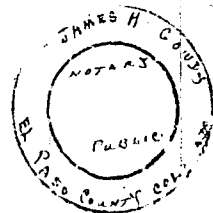
Book 549 at page 290 in the Recorder's Office of said El Paso County and that he knows of his own knowledge that said John Gross is one and the same person as the John Gross who entered a Homestead upon the margin of the record of said Warranty Deed on March 22, 1918, and is one and the same person as the John Gross who conveyed said real property unto Anna Gross by Warranty Deed dated May 16, 1919, recorded June 18, 1921 in Book 663 at page 126 in said Recorder's Office; and that said John Gross and Anna Gross were husband and wife; and that said Anna Gross and said John Gross were divorced by Decree of the District Court of El Paso County, Colorado, in case No. 14,992, and that the date of said decree is July 19, 1926, the year of said decree having been partially left out by reason of a clerical error; and that said John Gross no longer occupies the above described premises.

Further affiant sayeth not.

J. H. Schisler.

Subscribed and sworn to before me this 25th day of September, A.D. 1934.

My commission expires Dec. 8, 1935.



James H. Gowdy.

Notary Public.

-----00000000000-----

No. 532179

Right-of-Way

Joseph W. Heid

to

Colorado Interstate Gas Co.

Filed for Record 10:54 A. M.

September 26, 1934.

C. R. Furrow, Recorder.

) State of Colorado) ss. No. L-5-EP
) County of El Paso.)

For and In Consideration of the sum of Thirty-Nine & co/100 Dollars to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grant to Colorado Interstate Gas Company, a corporation organized under the laws of the State of Delaware, its successors or assigns, the right of way to lay, construct, reconstruct, replace, renew, maintain and operate a pipe line for the transportation of gas, petroleum or any of its products, also water, or other substances, or either thereof, together with the right of ingress and egress on over and through the following described lands situate in El Paso County, and State of Colorado, to-wit:

The Northeast 1/4 of the northeast 1/4 of Section 32, Township 13 South, Range 65 West. Said right-of-way being -78- rods, more or less, in length, and located approximately as shown by Grantee's present survey.

The said undersigned owners, their heirs or assigns, to fully use and enjoy such premises except as the same may be necessary for the purpose herein granted to said Colorado Interstate Gas Company, its successors or assigns.

The said Colorado Interstate Gas Company, its successors or assigns, hereby agrees to pay any damages which may arise from laying, maintaining, operating or removing said pipe line said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons: one thereof to be appointed by the owners of said lands, their heirs or assigns, one by Colorado Interstate Gas Company, its successors or assigns, and the third person by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All pipe lines laid under this grant and passing through cultivated land shall be buried not less than twenty inches deep, and shall be so laid as not to interfere with ordinary cultivation of such land after construction has been completed.

It is further agreed that for the consideration above mentioned Colorado Interstate Gas Company, its successors or assigns, is hereby granted the right to, at any time, lay an additional line or lines of pipe alongside of the first line as herein provided, upon the payment of a further consideration of Thirty-Nine & co/100 Dollars for each additional line when laid, and subject to the same rights and conditions, said Colorado Interstate Gas Company, its successors or assigns, to have the right to change the size of its pipe, the damage, if any, in making such change to be paid by Colorado Interstate Gas Company, its successors or assigns, to the owners of said lands, their heirs or assigns.

Colorado Interstate Gas Company shall have the right to assign, transfer and convey all rights herein granted to any person, firm, corporation or association of persons, and such right of transfer or assignment shall exist in every subsequent vendee or transferee who may be successor in title to the grantees herein.

In Witness Whereof, I have hereunto set my hand and seal this 12th day of September, 1934.

Signed, sealed and delivered in the presence of:

Joseph W. Heid. (L.S.)

(L.S.)

(L.S.)

(L.S.)

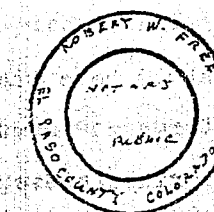
State of Colorado)
 County of El Paso.) ss.

The foregoing instrument was acknowledged before me this 12th day of September, 1934, by Joseph W. Heid.

My commission expires August 4, 1936.

Witness my hand and official seal.

Robert W. Freese, Notary Public.
 El Paso County, Colorado.
 My commission expires August 4, 1936.

Robert W. Freese,
Notary Public.

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BOOK 5822 PAGE 841

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

GRANT OF RIGHT OF WAY

500

El Paso County Department of Public Works

of the County of El Paso State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Drawer "M", Limon, Colorado 80829, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

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

An easement given to construct new lines for service to be built to facility

in at Pt. NE $\frac{1}{4}$ Section 32 Township 13 South, Range 65 West.

together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

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

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

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

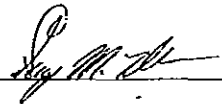
The Grantor agrees that all poles, wires, cables, and other facilities including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

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

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

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

DATED: December 19, 19 90



(SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 19 day of December, 19 90 at El Paso County Department of Public Works



and official seal.

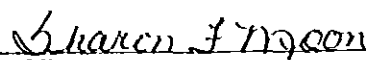
May 21, 19 94

Account No. _____

Work Order No. 90-860

Revised

Notary Public



11140 E. Woodmen Road

Notary's Home or Business Address

Peyton, CO 80831

Bedford Publishing, 1743 Wazee St., Denver, CO 80202 — (303) 292-2500 — 5-93

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GRANT OF RIGHT OF WAY

Daniel L Meyer & Steven D Francom

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

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

An easement of ten feet either side of power line and guy wires on NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 32, County of El Paso, State of Colorado known as 2870 Marksheffel Rd

in pt Section 32 Township 13 South, Range 65 West,

together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

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

TO HAVE AND TO HOLD said strip of land unto the Grantee, its successors and assigns forever.

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

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

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

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

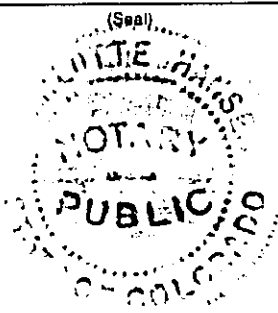
The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

DATED: July 26, 1996

STATE OF COLORADO)
COUNTY OF El Paso) ss.

Daniel L Meyer X
Steven D Francom X

The within instrument was acknowledged before me this 26th day of July 1996
By Daniel L Meyer Steven D Francom
(Print the name(s) signed above)



WITNESS my hand and official seal

My Commission Expires 12-5-96

Account No. 0068800200

Work Order No. 96-1263

Yes

Charlotte Hansen
Notary Public

7720 Electronic Dr
Notary's Home or Business Address

Colorado Springs, CO 80923

1957 CV 35353

DISTRICT COURT, COUNTY EL PASO, STATE OF COLORADO

CIVIL ACTION NO. 35353, DIVISION NO. 1

Cent 1/9

ORDER FOR INCLUSION (D & K ACKERS, LLC)

IN THE MATTER OF THE ORGANIZATION OF:

CHEROKEE METROPOLITAN DISTRICT

THIS MATTER coming on to be heard this 19 day of October 1998, upon the petition of the Cherokee Metropolitan District, acting by and through its Board of Directors, and praying for an Order for the inclusion of certain real property within the boundaries of the District, and the Court having considered said petition and being fully advised in the premises;

DOTH FIND:

That the properly executed Petition was heretofore presented to the Board of Directors of Cherokee Metropolitan District praying for the inclusion of the hereinafter described land within the boundaries of said District;

That the Petition was signed by the owner of said land agreeing to the inclusion of said land within the District;

That proper notice of the filing of said petition was given and published as provided by law in such cases;

That said notice set forth the filing of the Petition, the name of the Petitioner, the description of the land to be included, and gave notice to all interested parties to appear at the regularly scheduled Board meeting to be held Tuesday, October 13, 1998 at 6:00 p.m. at the District's offices, Colorado Springs, Colorado 80915, to show cause in writing, if any, why said Petition should not be granted;

That pursuant to the filing of said Petition and said Notice, the regular meeting of the Board of Directors was held on the above date and time and no person appeared to object to said Petition or to show cause why said Petition should not be granted;

That said Board of Directors did at said meeting adopt an Order including the hereinafter described property within the boundaries of said District and that a copy of said Order has been presented to this Court .

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the real property owned by D & K ACKERS, LLC and more fully described on the attached legal description is hereby incorporated and included in the Cherokee Metropolitan District and made a part of said

J. Patrick Kelly El Paso County

03/24/1999

01:32

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1 of 3



District subject to all the rights and liabilities of lands heretofore included in said District;

That each and every of the acts and doings of the Board of Directors of said Cherokee Metropolitan District and the acceptance of the District's Petition hereinbefore referred to and publishing of notice of filing of said Petition and of hearing thereon and the inclusion of the above described land in said District are hereby ratified and confirmed;

That nothing herein contained shall impair or affect the original organization of said Cherokee Metropolitan District, except for the inclusion of the land hereinabove described as provided by law.

DONE IN OPEN COURT THE DAY AND YEAR FIRST ABOVE WRITTEN.

BY THE COURT :

DAVID D. PARRISH
DAVID D. PARRISH, DISTRICT COURT JUDGE.

State of Colorado, County of El Paso
Certified to be a true, and correct
copy of the original in my custody.

MAR 15 1999

LEE V. COLE, JR.
CLERK OF THE DISTRICT/COUNTY COURT
By Lee V. Cole, Jr. Deputy

J. Patrick Kelly El Paso County

03/24/1999 01:32

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Rec \$15.00 2 of 3

099045275

LEGAL DESCRIPTION

Lot 3 Akers Acres subdivision No. 1, El Paso County,
Colorado also known as 2870 Marksheffel Road (Tax
Schedule No. 5332001003)

J. Patrick Kelly El Paso County 099045275
03/24/1999 01:32
Doc \$0.00 Page
Rec \$15.00 3 of 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

OneComm Corporation, N.A.
4643 South Ulster Street, Suite 500
Denver, Colorado 80237
Attn: Linda Augustine

Elsmere, CO Ground Lease

J. Patrick Kelly El Paso Cty, CO

07/20/1999 11:02

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Rec \$20.00 1 of 4

099115576



Mountain Pacific
CO-0094
Elsmere

SHORT FORM OF LEASE

THIS SHORT FORM OF LEASE is made and entered into as of this 27 day of February 1996, by and between **ELECTRONIC DRIVE, LLC**, a Limited Liability Company of Colorado ("Lessor") and **OneComm Corporation, N.A.** a Delaware corporation ("OneComm").

WITNESSETH:

That Lessor hereby leases to OneComm and OneComm hereby leases from Lessor a portion of that certain real property in the City of Colorado Springs, County of El Paso, State of Colorado, a legal description of which is shown in Exhibit A attached hereto and incorporated herein by reference, under the terms and conditions of the unrecorded Lease Agreement by and between Lessor and OneComm dated 2-27 1996, and incorporated herein by reference (the "Lease Agreement"), for an initial term of five (5) years, and four (4) subsequent optional extension terms of five (5) years each, with a term commencement date of no later than March 1, 1996, pursuant to the terms of the Lease Agreement. The portion of the real property leased by Lessor to OneComm is that portion depicted on Exhibit B attached hereto and incorporated herein by reference. The Lease agreement provides for access and utility easements during the term of the Lease over Access Areas defined therein and also states, "Any future lease of the Property which permits the installation of communication equipment shall be conditioned upon not interfering with OneComm's operation of the Communications Site." All of the Lessor's covenants under the Lease are intended to and shall inure to the benefit of OneComm and its successors.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

OneComm Corporation, N.A., a Delaware corporation

By: Mark Dreher

Title: Rocky Mountain Area President

Printed Name: Mark Dreher

ELECTRONIC DRIVE, LLC, a Limited Liability Company of Colorado

By: Daniel L. Meyer

Title: MANAGER

Printed Name: DANIEL L. MEYER

ACKNOWLEDGMENTS

State of Colorado }

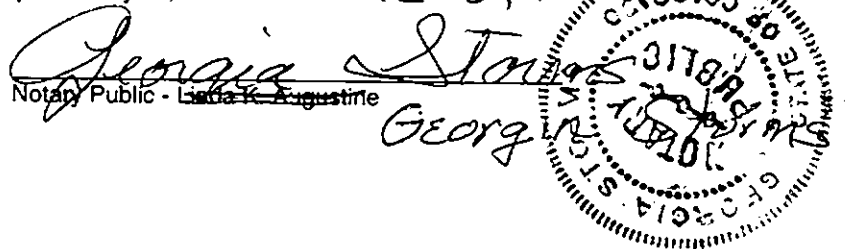
County of Denver }

The foregoing instrument was acknowledged before me this 1st day of March 1996 by Mark Dreher as PRESIDENT of OneComm Corporation, N.A., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: May 18, 1998

Notary Public - Linda K. Augustine



ORIGINAL

ACKNOWLEDGMENTS CONTINUED

Mountain Pacific
CO-0094
Elsmere

State of Colorado)
County of El Paso)

The foregoing instrument was acknowledged before me this 27 day of February, 1996, by
Daniel L Meyer as Manager of Electronic Drive LLC, a Limited
Liability Company of Colorado.

WITNESS my hand and official seal.

My commission expires: 12-5-96

Charlotte Hansen
Notary Public

J. Patrick Kelly El Paso Cty, CO 099115576
07/20/1999 11:02
Doc \$0.00 Page
Rec \$20.00 2 of 4

ORIGINAL

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated February 27, 1996 by and between Electronic Drive, LLC, a Limited Liability Company of Colorado, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED WITHIN LOT 3, AKER'S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N 90° 00' 00" E A DISTANCE OF 315.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE N 00° 00' 00" W A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING

THENCE S 90° 00' 00" W, 40.00 FEET; THENCE N 00° 00' 00" W, 40.00 FEET;
THENCE N 90° 00' 00" E, 40.00 FEET; THENCE S 00° 00' 00" E, 40.00 FEET
TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS
1,600.00 SQUARE FEET, OR 0.0367 ACRES, MORE OR LESS.

J. Patrick Kelly El Paso Cty, CO
07/20/1999 11:02 099115576
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Rec \$20.00 3 of 4

and otherwise known as: 2870 Marksheffle Road, Colorado Springs, CO 80922

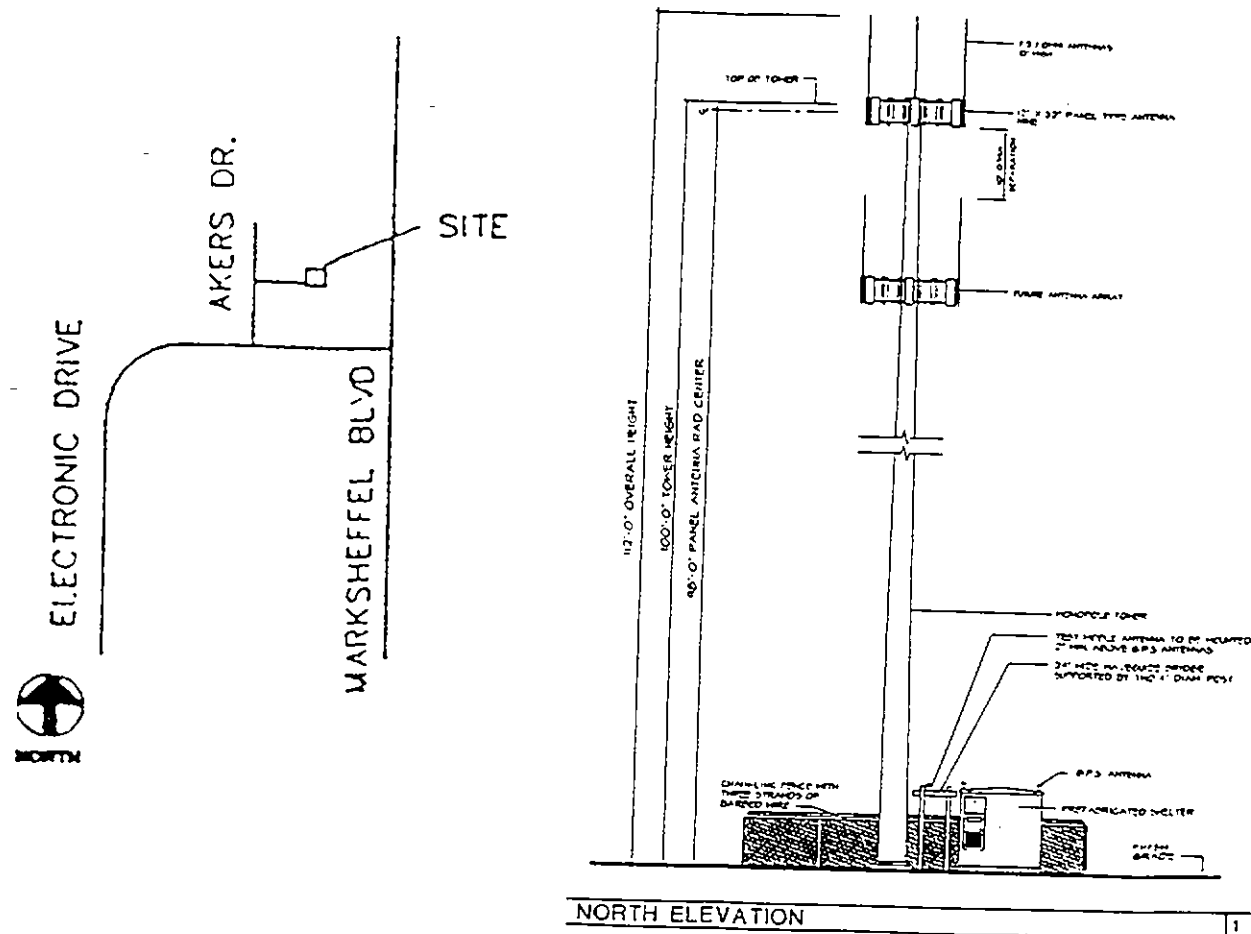
APN: _____

ORIGINAL

DESCRIPTION OF PREMISES

to the Agreement dated February 27, 1996 by and between Electronic Drive, LLC, a Limited Liability Company of Colorado, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



J. Patrick Kelly El Paso Cty, CO

07/20/1999

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Rec \$20.00 4 of 4

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

ORIGINAL

GRANT OF RIGHT OF WAY

El Paso County

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P O Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title against all persons claiming under Grantor, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

Twenty (20) Feet in width, owned by the Grantor, situated in El Paso County, State of Colorado, described as follows:

Ten feet either side of the power line and other fixtures in the northeast quarter of Section 32, Township 13 South, Range 65 West, County of El Paso, State of Colorado, which is known as 3470 N. Marsheffel Road.

In pt Section 32 Township 13 South, Range 65 West,

Together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

TO HAVE AND TO HOLD said strip unto the Grantee, its successors and assigns forever.

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 purpose aforesaid.

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

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

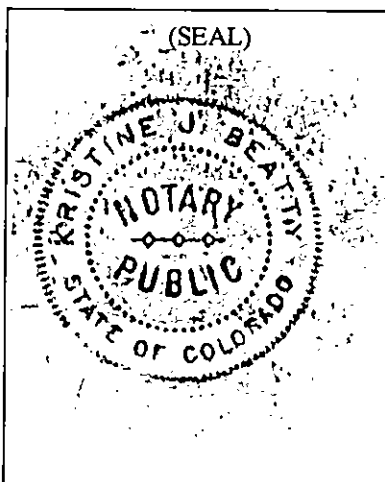
DATED: Nov 15, 2001

STATE OF COLORADO)
COUNTY OF El Paso)ss.

Ed Jones, BOCC CHAIRMAN

The within instrument was acknowledged before me this 15th day of November, 2001

BY Ed Jones
(Print the name(s) signed above)



WITNESS my hand and official seal

Account No.

00-1531 (ac)

Work Order No.

Kristine J. Beatty
Notary Public

27 E. Vermijo Avenue
Notary's Home or Business Address
Colorado Springs, CO 80903

My Commission Expires 8-8-2002

J. Patrick Kelly El Paso Cty, CO

11/21/2001

01:59

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1 of 1



Doc

Project 74831: AKERS DRIVE

ROBERT C. "BOB" BALINK

El Paso County, CO

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1 of 4



206118922

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this 10 day of July, 2006 between **D & K Ackers, LLC**, Grantor(s) and the **Board of County Commissioners of El Paso County, Colorado**, Grantee.

Grantor(s) is the owner(s) of Lot 3, Aker's Acres Subdivision No. 1 (assessor's parcel no. 5332001003), El Paso County, Colorado. Said Lot 3 abuts and adjoins the County right-of-way of Akers Drive.

Grantor(s), for and in consideration of the sum of ZERO DOLLARS AND NO CENTS, and other good and valuable considerations in hand paid by the **Grantee**, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee a TEMPORARY CONSTRUCTION EASEMENT(s) adjoining the right-of-way for said road. This easement shall be in force for one year from the date of the issuance of **The Notice to Proceed** or until the end of the project whichever comes first. This easement is to allow for the construction activities associated with the construction of a roadway. The easement is further described as follows:

See attached Exhibit A, Land Description
and Exhibit B, Sketch

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project grantee shall smooth, re-seed, and blanket, as may be recommended by the Natural Resources Conservation Service, any disturbed area.

To the extent allowed by law, **Grantee** shall indemnify and hold Grantor(s) and his heirs, successors, and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of or in connection with the use of the easement hereby granted to Grantee or its contractors, agents, or employees. Nothing in this section shall be deemed to waive or otherwise limit the defense available to Grantee pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.

IN WITNESS WHEREOF, the Grantor(s) has executed this Agreement this 10 day of July, 2006.

By: [Signature]
D & K Ackers, LLC

State of Colorado)
) ss
County of El Paso)

Temporary Construction Easement Agreement

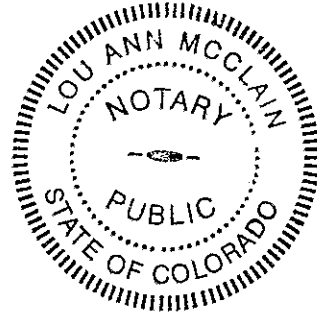
The foregoing instrument was acknowledged before me this 10 day of July, 2006, by [Signature], D & K Ackers, LLC.

Witness my hand and official seal.

My commission expires 5/23/09

[Signature]

Notary Public



Attest:

Board of County Commissioners
of El Paso County, Colorado

By: [Signature]
Deputy Clerk to the Board

By: [Signature]
Sallie Clark, Chair

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 10th day of August, 2006 by SALLIE CLARK, Chair, Board of County Commissioners of El Paso County, Colorado, as attested to by [Signature] Deputy Clerk to the Board.

[Signature]
Notary public

My commission expires: 9/14/08

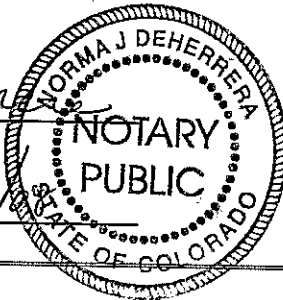


EXHIBIT A
EL PASO COUNTY PROJECT NUMBER 74831
TEMPORARY CONSTRUCTION EASEMENT

SITUATE
THE EAST HALF OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN LOT 3 OF AKER'S ACRES SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK H-2 AT PAGE 48 OF THE RECORDS OF EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE;

1. ALONG THE SOUTH LINE THEREOF SOUTH 89°26'26" EAST, A DISTANCE OF 60.00 FEET, THENCE;
2. NORTH 00°33'34" EAST, A DISTANCE OF 131.90 FEET, THENCE;
3. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°54'39", A RADIUS OF 665.00 FEET AND AN ARC LENGTH OF 126.63 FEET, THENCE;
4. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°53'57", A RADIUS OF 2050.08 FEET, AN ARC LENGTH OF 175.30 FEET, A CHORD BEARING OF NORTH 61°50'01" EAST AND A CHORD LENGTH OF 175.24 FEET TO THE NORTH LINE OF SAID LOT 3, THENCE;
5. ALONG SAID NORTH LINE NORTH 89°26'26" WEST, A DISTANCE OF 79.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, THENCE;
6. ALONG SAID RIGHT-OF-WAY LINE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°33'24", A RADIUS OF 2010.08 FEET, AN ARC LENGTH OF 194.94 FEET, A CHORD BEARING OF SOUTH 64°06'06" WEST AND A CHORD LENGTH OF 194.94 FEET TO THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF AKER'S DRIVE, THENCE;
7. ALONG SAID WEST LOT LINE THE FOLLOWING TWO COURSES;
 - a. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 173°28'27", A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 181.66 FEET, A CHORD BEARING OF SOUTH 25°19'18" EAST AND A CHORD LENGTH OF 119.81 FEET, THENCE;
 - b. SOUTH 00°33'34" WEST, A DISTANCE OF 147.39 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OF LAND CONTAINS 19,929 SQUARE FEET, (0.458 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE WEST LINE OF AKER'S DRIVE OF SAID PLAT OF AKER'S ACRES AS MONUMENTED WITH FOUND IRON PIPES AND ASSUMED TO BEAR NORTH 00°33'34" EAST.



SCALE: NONE DATE: 04/18/06
DRAWING: Lot3TempEsmnt BY: NH

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B
EL PASO COUNTY PROJECT NUMBER 74831
TEMPORARY CONSTRUCTION EASEMENT

SITUATE
THE EAST HALF OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO

PARCEL 5332001007
GE JOHNSON CONSTRUCTION CO.
2930 MARKSHEFFEL RD.
COLORADO SPRINGS CO 80922
PART OF LOT 2
AKER'S ACRES SUB. #1
M: 25 N. CASCADE AVE. STE. 400

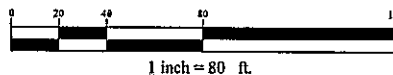
PARCEL 5332001003
D & K ACKERS LLC
2875 AKERS DR.
COLORADO SPRINGS CO 80922
LOT 3, AKER'S ACRES SUB. #1
(MAIL: 708 SCORPIO CIR.
COLORADO SPRINGS, CO. 80906)

PARCEL 5332001004
7720 ELECTRONIC DR. LLC
7720 ELECTRONIC DR.
COLORADO SPRINGS CO 80922
LOT 4, AKER'S ACRES SUB. #1
(MAIL: 7720 ELECTRONIC DR.
COLORADO SPRINGS, CO. 80922)

Point of Beginning
SW COR LOT 3,
AKER'S ACRES SUB 1



GRAPHIC SCALE



SCALE: 1"=80' DATE: 04/18/06
DRAWING: Lot3TempEsmnt BY: NH

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

ROBERT C. "BOB" BALINK El Paso County, CO

09/25/2007 03:31:00 PM

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Rec \$171.00 1 of 34



207124619

AMERICAN TOWER ASSET SUB, LLC,
a Delaware limited liability company, as grantor (Grantor)

to

PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO,
as trustee (Trustee)

for the benefit of

AMERICAN TOWER DEPOSITOR SUB, LLC,
a Delaware limited liability company, as beneficiary (Beneficiary)

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Dated: as of May 4, 2007

PREPARED BY AND UPON RECORDATION RETURN TO:

Gerard A. Hefner, Esq.
CADWALADER, WICKERSHAM & TAFT LLP
One World Financial Center
New York, New York 10281

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This **DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**, dated as of May 4, 2007, is made by AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company ("**Grantor**"), whose address is c/o American Tower Corp., 116 Huntington Avenue, 11th Floor, Boston, Massachusetts 02116, Attention: Brad Singer and Ed DiSanto, to PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO ("**Trustee**"), for the use and benefit of AMERICAN TOWER DEPOSITOR SUB, LLC, a Delaware limited liability company ("**Beneficiary**", which term shall be deemed to include successors and assigns), whose address is c/o American Tower Corp., 116 Huntington Avenue, 11th Floor, Boston, Massachusetts 02116, Attention: Brad Singer and Ed DiSanto. References to this "**Deed of Trust**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, restatements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Grantor and American Tower Asset Sub II, LLC, a Delaware limited liability company ("**Other Sub**") (Grantor and Other Sub are collectively referred to herein as the "**Initial Borrower**") (the Initial Borrower, together with any other borrower which becomes a party to the Loan Agreement (hereinafter defined), collectively, the "**Borrower**") and Beneficiary have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended and restated, and as the same may be further amended, supplemented, restated or otherwise modified from time to time, the "**Loan Agreement**"). The terms of the Loan Agreement are incorporated by reference in this Deed of Trust as if the terms thereof were fully set forth herein. In the event of any conflict between the provisions of this Deed of Trust and the provisions of the Loan Agreement, the applicable provisions of the Loan Agreement shall govern and control, provided, that in the case of a provision in this Deed of Trust which is more specific and detailed than the related provision in the Loan Agreement (including by way of illustration, the section of this Deed of Trust entitled "**Leases**"), such Deed of Trust provision shall not be deemed to be in conflict with the related provision in the Loan Agreement.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

B. Grantor is the owner of (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached (the "**Owned Land**"), and (ii) a leasehold estate or easement interest in the parcel(s) of real property, if any, described on Schedule B-2 attached (the "**Leased Land**"; the Owned Land and the Leased Land to the extent each is applicable, are sometimes referred to herein collectively as the "**Land**") pursuant to the agreement(s) described on Schedule B-1 attached hereto (as the same may be amended, supplemented or otherwise modified from time to time with the prior written consent of Beneficiary, the "**Trust Lease**"); and, other than buildings, improvements, structures and fixtures owned by lessees under Leases (as defined below), owns, leases or otherwise has the right to use all of the buildings, improvements, structures and fixtures now or subsequently

located on the Land (the "**Improvements**"; the Land and the Improvements being collectively referred to as the "**Real Estate**").

C. Pursuant to the terms and conditions of the Loan Agreement, the Beneficiary has agreed to make a loan to Initial Borrower in the principal amount of ONE BILLION SEVEN HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$1,750,000,000.00). This Deed of Trust secures the indebtedness evidenced by certain Promissory Notes, in the aggregate principal amount of \$1,750,000,000.00 (the "**Notes**"), all of which Notes mature on April 15, 2037.

D. It is a condition, among others, to the obligations of the Beneficiary to make the Loan to Initial Borrower that Grantor secure Borrower's obligations under the Loan Agreement and the other Loan Documents, by executing and delivering this Deed of Trust. Grantor, as a Borrower, will receive substantial direct and indirect benefit from the loan being made to Initial Borrower pursuant to the Loan Agreement.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees that to secure the following (collectively, the "**Obligations**");

- (a) the due and punctual payment and performance by Borrower of all its obligations and liabilities, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or otherwise in connection with the Loan Agreement;
- (b) the payment of all other obligations and liabilities of Borrower, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Loan Agreement, this Deed of Trust, any other document securing payment of the Obligations (the "**Security Documents**") and any amendments, supplements, extensions, renewals, restatements, replacements or modifications of any of the foregoing (the Loan Agreement, the Notes, if any, this Deed of Trust and the other Security Documents and all other documents and instruments from time to time evidencing, securing or guaranteeing the payment and performance of the Obligations, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or modified from time to time, are collectively referred to as the "**Loan Documents**"), in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees, charges and disbursements of counsel to Beneficiary or to the Beneficiary that are required to be paid by Borrower pursuant to the terms of the Loan Agreement, this Deed of Trust or any other Loan Document); and

- (c) the performance and observance of each obligation, term, covenant and condition to be performed or observed by Borrower under, in connection with or pursuant to the provisions of the Loan Documents;

GRANTOR HEREBY CONVEYS TO TRUSTEE AND HEREBY GRANTS, ASSIGNS, MORTGAGES, TRANSFERS AND SETS OVER TO TRUSTEE AND TRUSTEE'S SUCCESSORS, IN TRUST WITH POWER OF SALE FOR THE USE AND BENEFIT OF BENEFICIARY, AND GRANTS BENEFICIARY AND TRUSTEE A SECURITY INTEREST IN ALL OF GRANTOR'S RIGHTS, TITLE AND INTEREST IN AND TO:

- (A) the Owned Land and all Improvements thereon;

(B) the leasehold estate created under and by virtue of the Trust Lease, any interest in any fee, easement, easement in gross, or other greater or lesser title to the Leased Land and Improvements located thereon that Grantor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Trust Lease or otherwise) and all credits, deposits, options, privileges and rights of Grantor under the Trust Lease (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation, but subject to the limitations of Section 32(f), (i) the right to give consents, (ii) the right to receive moneys payable to Grantor, (iii) the right, if any, to renew or extend the Trust Lease for a succeeding term or terms, (iv) the right, if any, to purchase the Leased Land and Improvements located thereon and (v) the right to terminate or modify the Trust Lease); all of Grantor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of the Trust Lease by the lessor thereunder or any other party;

(C) all right, title and interest Grantor now has or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Grantor or held pursuant to the Trust Lease or otherwise) and all the estate, right, title, claim or demand whatsoever of Grantor, in possession or expectancy, in and to the Real Estate or any part thereof;

(D) all right, title and interest of Grantor in, to and under all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(E) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Grantor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or

letting of the Real Estate, including but without limiting the generality of the foregoing, all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, loading and unloading equipment and systems, communication systems (including satellite dishes and antennae), computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (E) being referred to as the "**Equipment**");

(F) all right, title and interest of Grantor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Grantor;

(G) all right, title and interest of Grantor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Grantor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "**Leases**"), and all rights of Grantor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Trust Property (as defined below) (collectively, the "**Rents**");

(H) all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Real Estate or Equipment and Grantor's interest in and to all such insurance policies (including title insurance policies) and all proceeds of such insurance policies, including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth herein and in the Loan Agreement; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein, subject to the provisions relating to such awards and compensation generally set forth herein and in the Loan Agreement;

(I) to the extent assignable, all right, title and interest of Grantor in and to (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options

and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate;

(J) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Beneficiary as provided in this Deed of Trust; and

(K) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Grantor and described in the foregoing clauses (A) through (F) are collectively referred to as the "**Premises**", and those described in the foregoing clauses (A) through (K) are collectively referred to as the "**Trust Property**").

TO HAVE AND TO HOLD the Trust Property and the rights and privileges hereby granted unto Trustee, its successors in trust and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed.

Terms and Conditions

Grantor further represents, warrants, covenants and agrees with Trustee and Beneficiary as follows:

Section 1. Warranty of Title. Grantor warrants that it has good and marketable record title in fee simple to, or a valid leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Trust Property, subject only to the matters that are set forth in Schedule B of any existing title insurance policy or policies issued to Grantor to insure its fee and/or leasehold interest(s) in the Real Estate, as the case may be, and any other lien expressly permitted by subsection 4.5 and 5.15 of the Loan Agreement (the "**Permitted Exceptions**"). Grantor shall warrant, defend and preserve such title and the lien of this Deed of Trust against all claims of all persons and entities. Grantor represents and warrants that (a) it has the right to grant a lien upon the Trust Property; (b) the Trust Lease is in full force and effect and Grantor is the holder of the lessee's or tenant's interest thereunder; (c) the Trust Lease has not been amended, supplemented or otherwise modified, except as may be specifically described in Schedule B-1 attached to this Deed of Trust; (d) Grantor has paid all rents and other charges to the extent due and payable under the Trust Lease (except to the extent Grantor is contesting in good faith by appropriate proceedings any such rents and other charges in accordance with and to the extent permitted by the terms of the relevant Trust Lease), is not in default under the Trust Lease, has received no notice of default from the lessor thereunder and knows of no material default by the lessor thereunder; and (e) the granting of this Deed of Trust does not violate the terms of the Trust Lease nor is any consent of the lessor under the Trust Lease required to be obtained in connection with the granting of this Deed of Trust unless such consent has been obtained.

Section 2. Payment of the Obligations. Grantor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Agreement and in this Deed of Trust.

Section 3. Requirements. (a) Grantor shall promptly comply with, or cause to be complied with, and conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, rules, regulations and requirements, and irrespective of the nature of the work to be done, of each of the United States of America, any State and any municipality, local government or other political subdivision thereof and any agency, department, bureau, board, commission or other instrumentality of any of them, now existing or subsequently created (collectively, "**Governmental Authority**") which has jurisdiction over the Trust Property and all covenants, restrictions and conditions now or later of record which may be applicable to any of the Trust Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Trust Property, except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect. All present and future laws, statutes, codes, ordinances, orders, judgments, decrees, rules, regulations and requirements of every Governmental Authority applicable to Grantor or to any of the Trust Property and all covenants, restrictions, and conditions which now or later may be applicable to any of the Trust Property are collectively referred to as the "**Legal Requirements**".

(b) From and after the date of this Deed of Trust, Grantor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Deed of Trust to rely on the Premises or any part thereof or any interest therein to fulfill any Legal Requirement, and Grantor hereby assigns to Beneficiary any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Grantor shall not by act or omission impair the integrity of any of the Real Estate so as to constitute an illegal subdivision or to prohibit the Premises and Improvements from being conveyed, or leased, as applicable, as one zoning or tax lot. Grantor represents that, except with respect to such portion of the Premises, if any, as is leased by Grantor pursuant to a Trust Lease and with respect to which Grantor has no purchase options or other acquisition rights, the Premises are not part of a larger tract of land owned by Grantor or its affiliates or otherwise considered as part of one zoning or tax lot, or, if they are that any authorization or variance required for the subdivision of such larger tract which a sale of the Premises would entail has been obtained from all appropriate Governmental Authorities so that the Premises and Improvements constitute one zoning or tax lot capable of being conveyed or leased as such. Any act or omission by Grantor which would result in a violation of any of the provisions of this subsection shall be void.

Section 4. Payment of Taxes and Other Impositions. (a) Promptly when due, but in any event before any delinquency occurs, Grantor shall pay and discharge all taxes of every kind and nature (including, without limitation, all real and personal property, income, franchise, withholding, transfer, gains, profits and gross receipts taxes), all charges for any easement or agreement maintained for the benefit of any of the Trust Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes, and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Trust Property, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing, except to the extent any such tax, charge, assessment or other similar obligation

is the obligation of the lessor under the Trust Lease (all of the foregoing are collectively referred to as the "**Impositions**"). Upon request by Beneficiary, Grantor shall deliver to Beneficiary (i) original or copies of receipted bills and cancelled checks evidencing payment of such Imposition if it is a real estate tax or other public charge and (ii) evidence acceptable to Beneficiary showing the payment of any other such Imposition. If by law any Imposition, at Grantor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Grantor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Nothing herein shall affect any right or remedy of Trustee or Beneficiary under this Deed of Trust or otherwise, without notice or demand to Grantor, to pay any Imposition after the date such Imposition shall have become delinquent. Any sums paid by Trustee or Beneficiary in discharge of any Impositions shall be payable on demand by Grantor to Beneficiary together with interest at the Default Rate.

(c) Grantor shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying, or extending Grantor's covenant to pay any such Imposition at the time and in the manner provided in this Section unless (i) Grantor has given prior written notice to Beneficiary of Grantor's intent so to contest or object to an Imposition, (ii) Grantor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall operate conclusively to prevent the sale of the Trust Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings and (iii) Grantor shall furnish a good and sufficient bond or surety as requested by and reasonably satisfactory to Beneficiary in the amount of the Impositions which are being contested plus any interest and penalty which may be imposed thereon and which could become a lien against the Real Estate or any part of the Trust Property.

Section 5. Insurance. (a) Grantor shall maintain or cause to be maintained on all of the Premises such insurance in such amounts as is required pursuant to the Loan Agreement.

(b) In the event of foreclosure of this Deed of Trust or other transfer of title to the Trust Property, all, title and interest of Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee to the extent assignable.

Section 6. Restrictions on Liens and Encumbrances. Except for the lien of this Deed of Trust and the Permitted Exceptions, and except as expressly permitted under the Loan Agreement, Grantor shall not further mortgage, nor otherwise encumber the Trust Property nor create or suffer to exist any lien, charge or encumbrance on the Trust Property, or any part thereof, whether superior or subordinate to the lien of this Deed of Trust and whether recourse or non-recourse.

Section 7. Due on Sale and Other Transfer Restrictions. Except as expressly permitted under the Loan Agreement, Grantor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Trust Property.

Section 8. Maintenance; No Alteration; Inspection; Utilities. (a) Grantor shall keep the Premises in good working order and condition, ordinary wear and tear excepted. Beneficiary and any persons authorized by Beneficiary upon notice given reasonably in advance shall have the right (subject to any restrictions thereupon which may be contained in any Lease) at any reasonable time and as often as may reasonably be desired to enter and inspect the Premises and all work done, labor performed and materials furnished in and about the Improvements and to inspect and make abstracts of all books, contracts and records of Grantor relating to the Trust Property.

(b) Grantor shall pay or cause to be paid when due all utility charges which are incurred for gas, electricity, water or sewer services furnished to the Premises and all other assessments or charges of a similar nature, whether public or private, affecting the Premises or any portion thereof, whether or not such assessments or charges are liens thereon, except to the extent any such charge, assessment or other similar obligation shall be the obligation of the lessee under any Lease or the lessor under the Trust Lease.

Section 9. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Trust Property, or any portion thereof, Grantor will notify Beneficiary of the pendency of such proceedings.

Section 10. Leases. (a) Except as may be expressly permitted under the Loan Agreement, Grantor shall not execute an assignment or pledge of any Lease relating to all or any portion of the Trust Property other than in favor of Beneficiary.

(b) Grantor shall deliver to Beneficiary, within 15 days after a request by Beneficiary (but in no event more often than every three months), a written statement, certified by Grantor as being true, correct and complete, containing the names of all lessees and other occupants of the Trust Property, the terms of all Leases and the spaces occupied and rentals payable thereunder, and a list of all Leases which are then in default, including the nature and magnitude of the default.

Section 11. Further Assurances. To the extent permitted under applicable law, and to further assure Beneficiary's and Trustee's rights under this Deed of Trust, Grantor agrees upon demand of Beneficiary or Trustee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Trust Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Beneficiary or Trustee to confirm the lien of this Deed of Trust and all other rights or benefits conferred on Beneficiary or Trustee.

Section 12. Beneficiary's Right to Perform. Upon the occurrence of an Event of Default hereunder, Beneficiary or Trustee, without waiving or releasing Grantor from any obligation or default under this Deed of Trust, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Grantor to Beneficiary or Trustee. To the extent that any such amounts or costs paid by Beneficiary or Trustee shall constitute payment of (i) Impositions; (ii) premiums on insurance policies covering the Premises; (iii) expenses incurred in upholding or enforcing the lien of this Deed of Trust, including, but not limited to the expenses of any

litigation to prosecute or defend the rights and lien created by this Deed of Trust; (iv) costs of removal of or otherwise related to Materials of Environmental Concern or asbestos; or (v) any amount, costs or charge to which Beneficiary or Trustee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then, and in each such event, such amounts or costs, together with interest thereon at the Default Rate, shall be added to the Obligations and shall be secured by this Deed of Trust and shall be a lien on the Trust Property prior to any right, title to, interest in, or claim upon the Trust Property attaching subsequent to the lien of this Deed of Trust. No payment or advance of money by Beneficiary or Trustee under this Section shall be deemed or construed to cure Grantor's default or waive any right or remedy of Beneficiary or Trustee.

Section 13. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (a) an Event of Default shall occur under the Loan Agreement; or
- (b) a failure (i) to keep in force the insurance required by this Deed of Trust, or (ii) to comply with and conform to all provisions and requirements of the insurance policies and the insurers thereunder which would affect Grantor's ability to keep in force the insurance required by this Deed of Trust or to collect any proceeds therefrom, or (iii) to comply with any other material provisions of this Deed of Trust regarding insurance.

Section 14. Remedies. Upon the occurrence of any Event of Default, in addition to any other rights and remedies Beneficiary may have pursuant to the Loan Documents, or as provided by law, Beneficiary shall, by notice to Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under the Loan Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived. In addition, upon the occurrence of any Event of Default, Beneficiary may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Trust Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

- (a) Performance of Defaulted Obligations. Beneficiary may make any payment or perform any other obligation under the Loan Documents which Grantor has failed to make or perform, and Grantor hereby irrevocably appoints Beneficiary as the true and lawful attorney-in-fact for Grantor to make any such payment and perform any such obligation in the name of Grantor. All payments made and expenses (including attorneys' fees) incurred by Beneficiary in this connection, together with interest thereon at the Default Rate from the date paid or incurred until repaid, will be part of the Obligations and will be immediately due and payable by Grantor to Beneficiary. In lieu of advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Grantor which may be in Beneficiary's possession, including but not limited to insurance or condemnation proceeds and amounts deposited for taxes, insurance premiums, or other purposes.

(b) Specific Performance and Injunctive Relief. Notwithstanding the availability of legal remedies, Beneficiary will be entitled to obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring Grantor to cure or refrain from repeating any default.

(c) Suit for Monetary Relief. With or without accelerating the maturity of the Obligations, Beneficiary may sue from time to time for any payment due under any of the Loan Documents, or for money damages resulting from Grantor's default under any of the Loan Documents.

(d) Possession of Property. Beneficiary may enter and take possession of the Trust Property without seeking or obtaining the appointment of a receiver, may employ a managing agent for the Trust Property, and may lease or rent all or any part of the Trust Property, either in Beneficiary's name or in the name of Grantor, and may collect the rents, issues, and profits of the Trust Property. Any revenues collected by Beneficiary under this Section will be applied first toward payment of all expenses (including attorneys' fees) incurred by Beneficiary, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance, if any, will be applied against the Obligations.

(e) Foreclosure.

(1) Public Trustee. Beneficiary may foreclose this Deed of Trust, insofar as it encumbers the Property, by way of a trustee's sale pursuant to the provisions of Title 38, Article 38, Colorado Revised Statutes, as currently in effect, as amended, or in any other manner then permitted by law. If this Deed of Trust encumbers more than one parcel of real estate, foreclosure may be by separate parcel or *en masse*, as Beneficiary may elect in its sole discretion. Foreclosure through Trustee will be initiated by Beneficiary's filing of its notice of election and demand for sale with Trustee. Upon the filing of such notice of election and demand for sale, Trustee shall promptly comply with all notice and other requirements of the laws of Colorado then in force with respect to such sales, and shall give four weeks' public notice of the time and place of such sale by advertisement weekly in some newspaper of general circulation then published in the County or City and County in which the Trust Property is located.

(2) Judicial Foreclosure. The right to foreclose this Deed of Trust as a mortgage by appropriate proceedings in any court of competent jurisdiction is also hereby given.

(3) Expenses of Trustee's Sale or Foreclosure. All fees, costs and expenses of any kind incurred by Beneficiary in connection with foreclosure of this Deed of Trust, including, without limitation, the costs of any appraisals of the Trust Property obtained by Beneficiary, all costs of any receivership for the Trust Property advanced by Beneficiary, and all attorneys' and consultants' fees incurred by Beneficiary, appraisers' fees, surveyor's fees and charges, advertising and marketing costs and expenses, leasing and sales commissions and fees, all fees and charges of all engineers and consultants, all costs associated with any environmental site assessments, soils studies and other reports pertaining to any portion of the Trust Property, outlays for documentary and expert

evidence, stenographers' charges, publication costs and costs (which may be estimates as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies and similar data and assurances with respect to title, as Beneficiary may deem necessary either to prosecute such suit or to evidence to bidders at the sales that may be had pursuant to such proceedings the true conditions of the title to or the value of the Trust Property, together with and including a reasonable compensation to Trustee, shall constitute a part of the Obligations and may be included as part of the amount owing from Grantor to Beneficiary at any foreclosure sale.

(D) Proceeds of Trustee's or Foreclosure Sale. The proceeds of foreclosure sale of the Trust Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including without limitation all such items as are mentioned in Section 14(e)(3) hereof; second, all other items which, under the terms hereof, constitute Obligations additional to that evidenced by the Notes, with interest on such items at the Default Rate; third, to interest remaining unpaid upon the Notes; fourth, to the principal remaining unpaid upon the Notes; and lastly, to Grantor and its successors or assigns, as their rights may appear.

(E) Insurance Upon Foreclosure. In case of an insured loss after judicial foreclosure or Trustee's sale proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied to rebuilding or restoring the buildings or improvements, shall be used to pay the amount due upon the Obligations. In the event of judicial foreclosure or Trustee's sale, Beneficiary or Trustee is hereby authorized, without the consent of Grantor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Beneficiary or Trustee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

(F) No Conflict. Nothing in this Section dealing with foreclosure procedures or specifying particular actions to be taken by Beneficiary 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 at the time of foreclosure.

Section 15. Right of Beneficiary to Credit Sale. Upon the occurrence of any sale made under this Deed of Trust, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Trust Property or any part thereof. In lieu of paying cash therefor, Beneficiary may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Deed of Trust the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust. In such event, this Deed of Trust, the Loan Agreement, and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

Section 16. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary as a matter of right and without notice to Grantor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Trust Property or any other collateral as security for the Obligations or the interest of Grantor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Trust Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Trust Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Property unless such receivership is sooner terminated.

Section 17. Extension, Release, etc. (a) Without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Property not then or theretofore released as security for the full amount of the Obligations, Beneficiary may, from time to time and without notice, agree to (i) release any person liable for the indebtedness guaranteed under Loan Agreement or any other Loan Document, (ii) extend the maturity or alter any of the terms of the indebtedness guaranteed under the Loan Agreement or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. If at any time this Deed of Trust shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Deed of Trust until the lien amount shall equal the principal amount of the Obligations outstanding.

(b) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Trust Property or upon any other property of Grantor shall affect the lien of this Deed of Trust or any liens, rights, powers or remedies of Beneficiary hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Beneficiary shall have the right to foreclose this Deed of Trust or to direct the Trustee to exercise its power of sale, Grantor authorizes Beneficiary at its option to foreclose the lien created by this Deed of Trust (or direct the Trustee to sell the Trust Property, as the case may be) subject to the rights of any tenants of the Trust Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Trust Property by Trustee, or to terminate such tenant's rights in such sale will not be asserted by Grantor as a defense to any proceeding instituted by Beneficiary to collect the Obligations or to foreclose the lien created by this Deed of Trust.

(d) Unless expressly provided otherwise, or unless this Deed of Trust is foreclosed, in the event that ownership of this Deed of Trust and title to the Trust Property or any estate therein shall become vested in the same person or entity, this Deed of Trust shall not

merge in such title but shall continue as a valid lien on the Trust Property for the amount secured hereby.

Section 18. Security Agreement under Uniform Commercial Code. (a) It is the intention of the parties hereto that this Deed of Trust shall also constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State of Colorado (the "Code"), AND Grantor hereby grants to Beneficiary a security interest in all the Trust Property that is personal property under the Code. If an Event of Default shall occur under this Deed of Trust, then in addition to having any other right or remedy available at law or in equity, Beneficiary shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Trust Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Trust Property in accordance with Beneficiary's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Beneficiary shall elect to proceed under the Code, then ten days' notice of sale of the personal property shall be deemed reasonable notice, and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall include, but not be limited to, attorneys' fees and legal expenses. At Beneficiary's request, Grantor shall assemble the personal property and make it available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both parties.

(b) Grantor and Beneficiary agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Deed of Trust upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 9-334 and 9-502 of the Code; (iii) Grantor is the record owner of the Owned Land; and (iv) the addresses of Grantor and Beneficiary are as set forth on the first page of this Deed of Trust.

(c) Grantor, upon request by Beneficiary from time to time, shall execute, acknowledge and deliver to Beneficiary one or more separate security agreements, in form satisfactory to Beneficiary, covering all or any part of the Trust Property and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Beneficiary may request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Deed of Trust and such security instrument. Grantor further agrees to pay to Beneficiary on demand all costs and expenses incurred by Beneficiary in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Beneficiary shall reasonably require. If Grantor shall fail to furnish any financing or continuation statement within ten (10) days after request by Beneficiary, then pursuant to the provisions of the Code, Grantor hereby authorizes Beneficiary, without the signature of Grantor, to execute and file any such financing and continuation statements. The filing of any financing or continuation statements in the records relating to personal property or chattels shall not be

construed as in any way impairing the right of Beneficiary to proceed against any personal property encumbered by this Deed of Trust as real property, as set forth above.

Section 19. Assignment of Rents. Grantor hereby assigns to Trustee, for the benefit of the Beneficiary, the Rents as further security for the payment and performance of the Obligations, and Grantor grants to Trustee and Beneficiary the right to enter the Trust Property for the purpose of collecting the same and to let the Trust Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are paid and performed in full, but Beneficiary hereby waives the right to enter the Trust Property for the purpose of collecting the Rents, and Grantor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default under this Deed of Trust; such right of Grantor to collect, receive, use and retain the Rents may be revoked by Beneficiary upon the occurrence of any Event of Default under this Deed of Trust by giving not less than five (5) days' written notice of such revocation to Grantor; in the event such notice is given, Grantor shall pay over to Beneficiary, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly to Beneficiary, or to any such receiver, such part thereof as may be in the possession of Grantor or any affiliate of Grantor, and upon default in any such payment Grantor and any such affiliate will vacate and surrender the possession of the Trust Property to Beneficiary or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise.

Section 20. Trust Funds. All lease security deposits of the Real Estate shall be treated as trust funds not to be commingled with any other funds of Grantor. Within 10 days after request by Beneficiary, Grantor shall furnish Beneficiary satisfactory evidence of compliance with this subsection, together with a statement of all lease security deposits by lessees and copies of all Leases not previously delivered to Beneficiary, which statement shall be certified by Grantor.

Section 21. Additional Rights. The holder of any subordinate lien on the Trust Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Deed of Trust nor shall any holder of any subordinate lien or subordinate deed of trust join any tenant under any Lease in any trustee's sale or action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Deed of Trust all subordinate lienholders and the trustees and beneficiaries under subordinate deeds of trust are subject to and notified of this provision, and any action taken by any such lienholder or trustee or beneficiary contrary to this provision shall be null and void. Upon the occurrence of any Event of Default, Beneficiary may, in its sole discretion and without regard to the adequacy of its security under this Deed of Trust, apply all or any part of any amounts on deposit with Beneficiary under this Deed of Trust against all or any part of the Obligations. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Beneficiary on account of such Default or Event of Default.

Section 22. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of subsection 14.5 of the Loan Agreement to Grantor and to Beneficiary as specified therein.

Section 23. No Oral Modification. This Deed of Trust may not be amended, supplemented or otherwise modified except in accordance with the provisions of subsection 14.3 of the Loan Agreement. Any agreement made by Grantor and Beneficiary after the date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate deed of trust, lien or encumbrance. Trustee's execution of any written agreement between Grantor and Beneficiary shall not be required for the effectiveness thereof as between Grantor and Beneficiary.

Section 24. Partial Invalidity. In the event any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Deed of Trust or in any provisions of any of the Loan Documents, the obligations of Grantor and of any other obligor under the any Loan Document shall be subject to the limitation that Beneficiary shall not charge, take or receive, nor shall Grantor or any other obligor be obligated to pay to Beneficiary, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Beneficiary.

Section 25. Grantor's Waiver of Rights. To the fullest extent permitted by law, Grantor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Trust Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Trust Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Deed of Trust before exercising any other remedy granted hereunder and Grantor, for Grantor and its successors and assigns, and for any and all persons ever claiming any interest in the Trust Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Trustee or Beneficiary of the power of sale or other rights hereby created.

Section 26. Remedies Not Exclusive. Beneficiary and Trustee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Deed of Trust or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect Beneficiary's or Trustee's right to realize upon or enforce any other security now or hereafter held by Beneficiary and Trustee, it being agreed that Beneficiary and Trustee shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as Beneficiary may determine in its absolute discretion. No remedy herein conferred upon or reserved or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or

permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Beneficiary or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary or Trustee. In no event shall Beneficiary or Trustee, in the exercise of the remedies provided in this Deed of Trust (including, without limitation, in connection with the assignment of Rents to Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Trust Property), be deemed a "mortgagee in possession," and neither Beneficiary nor Trustee shall in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

Section 27. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Deed of Trust, Beneficiary shall now or hereafter hold one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Grantor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Beneficiary may, at its election, commence or consolidate in a single trustee's sale or foreclosure action all trustee's sale or foreclosure proceedings against all such collateral securing the Obligations (including the Trust Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Grantor acknowledges that the right to maintain a consolidated trustee's sale or foreclosure action is a specific inducement to Beneficiary to extend the indebtedness guaranteed by the Loan Agreement, and Grantor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of *forum non conveniens* which it may now or hereafter have. Grantor further agrees that if Beneficiary shall be prosecuting one or more foreclosure or other proceedings against a portion of the Trust Property or against any collateral other than the Trust Property, which collateral directly or indirectly secures the Obligations, or if Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a trustee's sale, shall have met the statutory requirements therefor with respect to the collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Beneficiary may commence or continue any trustee's sale or foreclosure proceedings and exercise its other remedies granted in this Deed of Trust against all or any part of the Trust Property and Grantor waives any objections to the commencement or continuation of a foreclosure of this Deed of Trust or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Deed of Trust or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to sell the Trust Property in a trustee's sale, to foreclose this Deed of Trust nor the exercise of any other rights hereunder nor the recovery of any judgment by Beneficiary or the occurrence of any sale by the Trustee in any such proceedings shall prejudice, limit or preclude Beneficiary's right to commence or continue one or more trustee's sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a trustee's sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Grantor expressly

waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Deed of Trust, and Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Deed of Trust on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Beneficiary may, at its election, cause the sale of all collateral which is the subject of a single trustee's sale or foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

Section 28. Successors and Assigns. All covenants of Grantor contained in this Deed of Trust are imposed solely and exclusively for the benefit of Beneficiary and Trustee and their respective successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Beneficiary or Trustee at any time if in the sole discretion of either of them such waiver is deemed advisable. All such covenants of Grantor shall run with the land and bind Grantor, the successors and assigns of Grantor (and each of them) and all subsequent owners, encumbrancers and tenants of the Trust Property, and shall inure to the benefit of Beneficiary, Trustee and their respective successors and assigns. The word "Grantor" shall be construed as if it read "Grantors" whenever the sense of this Deed of Trust so requires and if there shall be more than one Grantor, the obligations of the Grantors shall be joint and several.

Section 29. No Waivers, etc. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the beneficiary of any subordinate deed of trust or the holder of any subordinate lien on the Trust Property, any part of the security held for the obligations secured by this Deed of Trust without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed of Trust or the priority of such lien over any subordinate lien or deed of trust.

Section 30. Governing Law, etc. This Deed of Trust shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado, except that Grantor expressly acknowledges that by their terms the Loan Agreement, and the Notes shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law, and for purposes of consistency, Grantor agrees that in any *in personam* proceeding related to this Deed of Trust the rights of the parties to this Deed of Trust shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that state, without regard to principles of conflict of law.

Section 31. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust shall be used interchangeably in singular or plural form and the word "Grantor" shall mean "Grantor, or any subsequent owner or owners of the Trust Property or any part thereof or interest therein," the word "Beneficiary" shall mean "Beneficiary, or any successor agent for the Beneficiary," the word "Trustee" shall mean "Trustee, or any successor hereunder," the words "Loan Agreement" shall mean "the Loan Agreement, or any other guaranty or evidence of indebtedness secured by this Deed of Trust," the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Trust Property" shall include any portion of the Trust Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Deed of Trust are for convenience or reference only and in no way limit or amplify the provisions hereof.

Section 32. Trust Lease Provisions. (a) Grantor shall pay or cause to be paid all rent and other charges required under the Trust Lease as and when the same are due and shall promptly and faithfully perform or cause to be performed all other material terms, obligations, covenants, conditions, agreements, indemnities, representations, warranties or liabilities of the lessee under the Trust Lease. Grantor shall not (i) if an Event of Default shall have occurred and be continuing, in any manner, cancel, terminate or surrender, or permit the cancellation, termination or surrender, of the Trust Lease, in whole or in part except as may be expressly permitted under the Loan Agreement, (ii) either orally or in writing, modify, amend or permit any modification or amendment of any of the terms of the Trust Lease in any material respect without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld (it being agreed that for purposes of this Section 32(a), "material" shall be deemed to mean and refer to modifications or amendments to the Trust Lease which may affect the lien of this Deed of Trust or the validity, scope or enforceability thereof), or (iii) after the date hereof, permit the subordination of the Trust Lease to any deed of trust without a nondisturbance agreement acceptable to Beneficiary and any attempt to do any of the foregoing shall be null and void and of no effect and shall constitute an Event of Default hereunder.

(b) Grantor shall do, or cause to be done, all things necessary to preserve and keep unimpaired all rights of Grantor as lessee under the Trust Lease, and to prevent any default under the Trust Lease, or any termination, surrender, cancellation, forfeiture, subordination or impairment thereof. Grantor does hereby authorize and irrevocably appoint and constitute Beneficiary as its true and lawful attorney-in-fact, which appointment is coupled with an interest, in its name, place and stead, to take any and all actions deemed necessary or desirable by Beneficiary to perform and comply with all the obligations of Grantor under the Trust Lease, and to do and take, but without any obligation so to do, after ten (10) days' notice to Grantor, any action which Beneficiary deems necessary or desirable to prevent or cure any default by Grantor under the Trust Lease, to enter into and upon the Premises or any part thereof to such extent and as often as Beneficiary, in its sole discretion, deems necessary or desirable in order to prevent or cure any default of Grantor pursuant thereto, to the end that the rights of Grantor in and to the leasehold estate created by the Trust Lease shall be kept unimpaired and free from default. All sums so expended by Beneficiary, with interest thereon at the Default Rate from the date of each such expenditure, shall be paid by Grantor to Beneficiary promptly upon demand by Beneficiary.

Grantor shall, within five (5) business days after written request by Beneficiary, execute and deliver to Beneficiary, or to any person designated by Beneficiary, such further instruments, agreements, powers, assignments, conveyances or the like as may be necessary to complete or perfect the interest, rights or powers of Beneficiary pursuant to this paragraph.

(c) Grantor shall enforce the material obligations of the lessor under the Trust Lease and shall promptly notify Beneficiary in writing of any material default by either the lessor or Grantor in the performance or observance of any of the terms, covenants and conditions contained in the Trust Lease. Grantor shall deliver to Beneficiary, within ten (10) business days after receipt, a copy of any material notice, demand, complaint or request for compliance made by the lessor under the Trust Lease. If the lessor shall deliver to Beneficiary a copy of any notice of default given to Grantor, such notice shall constitute full authority and protection to Beneficiary for any actions taken or omitted to be taken in good faith by Beneficiary on such notice.

(d) If any action or proceeding shall be instituted to evict Grantor or to recover possession of the Trust Property from Grantor or any part thereof or interest therein or any action or proceeding otherwise affecting the Trust Lease or this Deed of Trust shall be instituted, then Grantor shall, immediately after receipt deliver to Beneficiary a true and complete copy of each petition, summons, complaint, notice of motion, order to show cause and all other pleadings and papers, however designated, served in any such action or proceeding.

(e) Grantor covenants and agrees that the fee title to the Leased Land and the leasehold estate created under the Trust Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in Grantor or a third party by purchase or otherwise; and in case Grantor acquires the fee title, an easement interest, or any other estate, title or interest in and to the Leased Land, the lien of this Deed of Trust shall, without further conveyance, simultaneously with such acquisition, be spread to cover and attach to such acquired estate and as so spread and attached shall be prior to the lien of any deed of trust placed on the acquired estate after the date of this Deed of Trust.

(f) If an Event of Default shall have occurred and be continuing, all rights of Grantor to make any election or give any consent or approval under the Trust Lease, to receive moneys payable to Grantor under the Trust Lease, to renew, extend, terminate or modify the Trust Lease and to purchase the Leased Land and the Improvements located thereon, which have been assigned for collateral purposes to Beneficiary, shall automatically vest exclusively in and be exercisable solely by Beneficiary.

(g) Grantor will give Beneficiary prompt written notice of the commencement of any arbitration or appraisal proceeding under and pursuant to the provisions of the Trust Lease involving amounts in excess of \$50,000.00 on a present value basis. Automatically upon the occurrence of an Event of Default and for so long as it shall be continuing, Beneficiary shall have the sole authority to conduct any such proceeding and Grantor hereby irrevocably appoints and constitutes Beneficiary as its true and lawful attorney-in-fact, which appointment is coupled with an interest, in its name, place and stead, to exercise, at the expense of Grantor, all right, title and interest of Grantor in connection with such proceeding, including the right to appoint

arbitrators and to conduct arbitration proceedings on behalf of Grantor, following an Event of Default. Nothing contained herein shall obligate Beneficiary to participate in such proceeding.

(h) If an Event of Default shall have occurred and be continuing, Beneficiary may act in Grantor's stead with respect to the exercise of any option or right to renew or extend the term of the Trust Lease, and Grantor hereby irrevocably authorizes and appoints Beneficiary as its true and lawful attorney-in-fact, which appointment is coupled with an interest, in its name, place and stead, to execute and deliver, for and in the name of Grantor, all of the instruments and agreements necessary under the Trust Lease or otherwise to cause any extension of the term thereof. Nothing contained herein shall affect or limit any rights of Grantor or Beneficiary granted under the Trust Lease.

(i) Grantor shall, within ten (10) days after written demand from Beneficiary, deliver to Beneficiary proof of payment of all items that are required to be paid by Grantor under the Trust Lease, including, without limitation, rent, taxes, operating expenses and other charges.

(j) (i) The lien of this Deed of Trust shall attach to all of Grantor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. § 365(h), as the same may hereafter be amended (the "**Bankruptcy Code**"), including, without limitation, all of Grantor's rights to remain in possession of the Leased Land. If an Event of Default shall have occurred and be continuing, Grantor shall not, without Beneficiary's prior written consent, elect to treat the Trust Lease as terminated under Subsection 365(h)(1)(A)(i) of the Bankruptcy Code. Any such election made without Beneficiary's consent shall be void.

(ii) If an Event of Default shall have occurred and be continuing, Beneficiary shall have the right to proceed in its own name or in the name of Grantor in respect of any claim, suit, action or proceeding relating to the rejection of the Trust Lease by the lessor or any other party, including, without limitation, the right to file and prosecute under the Bankruptcy Code, without joining or the joinder of Grantor, any proofs of claim, complaints, motions, applications, notices and other documents. Any amounts received by Beneficiary as damages arising out of the rejection of the Trust Lease as aforesaid shall be applied first to all costs and expenses of Beneficiary (including, without limitation, attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph and thereafter in accordance with Section 2.10(c) of the Loan Agreement. Grantor acknowledges that the assignment of all claims and rights to the payment of damages from the rejection of the Trust Lease made under the granting clauses of this Deed of Trust constitutes a present irreversible and unconditional assignment and Grantor shall, at the request of Beneficiary, promptly make, execute, acknowledge and deliver, in form and substance satisfactory to Beneficiary, a UCC Financing Statement (Form UCC-1) and all such additional instruments, agreements and other documents, as may at any time hereafter be required by Beneficiary to carry out such assignment.

(iii) If pursuant to Subsection 365(h)(1)(B) of the Bankruptcy Code, Grantor shall seek to offset against the rent reserved in the Trust Lease the amount of any damages caused by the nonperformance by the lessor or any other party of any of their

respective obligations under such Trust Lease after the rejection by the lessor or such other party of such Trust Lease under the Bankruptcy Code, then Grantor shall, if an Event of Default shall have occurred and be continuing, prior to effecting such offset, notify Beneficiary of its intent to do so, setting forth the amount proposed to be so offset and the basis therefor. In such event, Beneficiary shall have the right to object to all or any part of such offset that, in the reasonable judgment of Beneficiary, would constitute a breach of such Trust Lease, and in the event of such objection, Grantor shall not effect any offset of the amounts found objectionable by Beneficiary. Neither Beneficiary's failure to object as aforesaid nor any objection relating to such offset shall constitute an approval of any such offset by Beneficiary.

(iv) Grantor shall, after obtaining knowledge thereof, promptly notify Beneficiary of any filing by or against the lessor or other party with an interest in the Real Estate of a petition under the Bankruptcy Code. Grantor shall promptly deliver to Beneficiary, following receipt, copies of any and all notices, summonses, pleadings, applications and other documents received by Grantor in connection with any such petition and any proceedings relating thereto.

(v) If there shall be filed by or against Grantor a petition under the Bankruptcy Code and Grantor, as lessee under the Trust Lease, shall determine to reject the Trust Lease pursuant to Section 365(a) of the Bankruptcy Code, then Grantor shall give Beneficiary not less than ten (10) days' prior notice of the date on which Grantor shall apply to the Bankruptcy Court for authority to reject the Trust Lease.

(k) Grantor shall request and use commercially reasonable efforts to furnish to Beneficiary, from time to time upon receipt of reasonable notice from Beneficiary but no more often than once every three months, in form and substance reasonably satisfactory to Beneficiary, any estoppel certificate from the lessor under the Trust Lease with respect to such Trust Lease provided for in such Trust Lease.

(l) If an Event of Default shall have occurred and be continuing and the Trust Lease shall be terminated prior to the natural expiration of its term, and if, pursuant to any provision of the Trust Lease or otherwise, Beneficiary or its designee shall acquire from the lessor under such Trust Lease a new lease of the Real Estate or any part thereof, Grantor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

(m) Notwithstanding anything to the contrary set forth herein, to the extent that any covenant or other obligation of Grantor contained herein shall be expressly imposed upon the lessor under a Trust Lease pursuant to the provisions thereof, Grantor shall not be deemed to be in default of such obligation or covenant with respect to such portion of the Premises as is covered by such Trust Lease, provided that Grantor shall enforce such obligations of such lessor in accordance with the terms of the Trust Lease.

Section 33. Last Dollars Secured; Priority. This Deed of Trust secures only a portion of the indebtedness owing or which may become owing by the Grantor to the Beneficiary. The parties agree that any payments or repayments of such indebtedness shall be

and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby.

Section 34. Release. Upon the disposition of all or any portion of the Trust Property pursuant to the provisions of Section 11.4 of the Loan Agreement, the lien of this Deed of Trust shall be released from the applicable portion of the Trust Property. Beneficiary shall execute any documents reasonably requested by Grantor to accomplish any release contemplated by this Section and Grantor will pay all costs and expenses, including reasonable attorneys' fees, disbursements and other charges, incurred by Beneficiary in connection with the preparation and execution of such documents.

Section 35. Usury Laws. Notwithstanding anything to the contrary, (a) all agreements and communications between Grantor and Beneficiary are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Beneficiary shall never exceed the maximum lawful rate or amount, (b) in calculating whether any interest exceeds the lawful maximum, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Grantor to Beneficiary, and (c) if through any contingency or event, Beneficiary receives or is deemed to receive interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Grantor to Beneficiary, or if there is no such indebtedness, shall immediately be returned to Grantor.

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IN WITNESS WHEREOF, this Deed of Trust has been duly executed by Grantor on the date first-above written, intended to be effective as of same date.

GRANTOR:

AMERICAN TOWER ASSET SUB, LLC,
a Delaware limited liability company

By: 

Name: H. Anthony Lehv
Title: Senior Vice President

[illegible]

Witness my hand and official seal.


Notary Public

BARBARA M PAIVA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 3, 2011

SCHEDULE A

DESCRIPTION OF THE OWNED LAND

(attached hereto)

DESCRIPTION OF THE OWNED LAND
(El Paso County, Colorado)

The legal description for each of the following sites is attached.

Tower 302460

Site Number: 302460
Site Name: Black Forest
County: El Paso
State: Colorado

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 89°25'33" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23 A DISTANCE OF 1338.64 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°14'59" WEST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF HODGEN ROAD AS DESCRIBED IN BOOK 571 AT PAGE 419 OF SAID EL PASO COUNTY RECORDS, THENCE SOUTH 89°26'37" WEST ALONG THE NORTH RIGHT OF WAY OF SAID HODGEN ROAD A DISTANCE OF 200.06 FEET; THENCE NORTH 00°13'03" WEST A DISTANCE OF 269.91 FEET; THENCE NORTH 89°26'06" EAST A DISTANCE OF 199.91 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 00°14'59" EAST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 23 A DISTANCE OF 269.94 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 53,981 SQUARE FEET OR 1.2392 ACRES MORE OR LESS.

SCHEDULE B-1

DESCRIPTION OF THE TRUST LEASE

(attached hereto)

DESCRIPTION OF THE TRUST LEASE
(El Paso County, Colorado)

Tower	Title	Date	Lessor	Lessee
302459	Communications Site Lease (Colorado Mortgaged Lease)	February 27, 1996	Electronic Drive LLC	OneComm Corporation, NorthA.

Lease Amendments

Colorado

Borrower: *American Tower Asset Sub, LLC*

Tower	Site Name	Amendment	Date
302459	Elsmere CO 1	First Amendment to the Lease	4/29/1996
302459	Elsmere CO 1	Second Amendment to the Lease	12/2/1996

*Other amendments will not have a material
adverse affect*

SCHEDULE B-2

DESCRIPTION OF THE LEASED PROPERTY

(attached hereto)

DESCRIPTION OF THE LEASED LAND
(El Paso County, Colorado)

The legal description for each of the following sites is attached.

Tower 302459

SITE: 302459
ELSMERE CO 1
EL PASO COUNTY
COLORADO

A PARCEL OF LAND SITUTATED IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED IN LOT 3, AKER'S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3,

THENCE N 90° 00' 00" E, A DISTANCE OF 315.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3;

THENCE N 00° 00' 00" W, A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING.

THENCE S 90° 00' 00" W, 40.00 FEET;

THENCE N 90° 00' 00" W, 40.00 FEET;

THENCE N 90° 00' 00" E, 40.00 FEET;

THENCE S 90° 00' 00" E, 40.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,600.00 SQUARE FEET, MORE OR LESS.

Back

RESOLUTION NO. 07-119

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

APPROVE AIRPORT OVERLAY REZONING-COLORADO SPRINGS
MUNICIPAL AIRPORT (P-06-004)-EL PASO COUNTY IN CONJUNCTION
WITH THE COLORADO SPRINGS MUNICIPAL AIRPORT


WHEREAS, El Paso County, in coordination with the Colorado Springs Municipal Airport, did file a petition with the Development Services Department of El Paso County to change the overlay zoning designation for all property within the County's jurisdiction currently in the OA-CGM (Airport Zone-Commercial, General Military) District to CAD-O (Commercial Airport Zone), and to consider application of the CAD-O Overlay to additional County land areas not already included in the airport overlay district. The proposal is based upon the boundaries as shown on the Airport Map for the Colorado Springs Airport. The maximum extent of the airport overlay boundaries for the CAD-O Overlay would include an area roughly from Woodmen Road on the north to south of the City of Fountain, between Academy Boulevard and to the east of Marksheffel Road; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on November 21, 2006, upon which date the Planning Commission did by formal resolution recommend the approval of the requested revisions; and

WHEREAS, a public hearing was held by this Board on April 5, 2007; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated areas 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, the Board finds as follows:

1. Proper 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. The hearings before the Plannning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and all interested parties were heard at those hearings.
3. That all data, surveys, analyses, and studies, as are required by the State of Colorado and El Paso County have been submitted, reviewed, and

ROBERT C. "BOB" BALINK		El Paso County, CO
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found to meet the intent of the General Provisions of the El Paso County Land Development Code.

4. That the proposed zoning is in compliance with the recommendations set forth in the master plan for the unincorporated area of the County,
5. That the proposed land use will be compatible with existing and permitted land uses in all directions.
6. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
7. That for the above-stated and other reasons, the proposed Amendments are 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 change to the overlay zoning designation for all property within the County's jurisdiction currently in the OA-CGM (Airport Zone-Commercial, General Military) District to CAD-O (Commercial Airport Zone), and approves application of the CAD-O Overlay to additional County land areas not already included in the airport overlay district. The proposal is based upon the boundaries as shown on the Airport Map for the Colorado Springs Airport as described in Exhibit A, and the legal descriptions as described in Exhibit B, which are attached hereto and incorporated by reference.

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

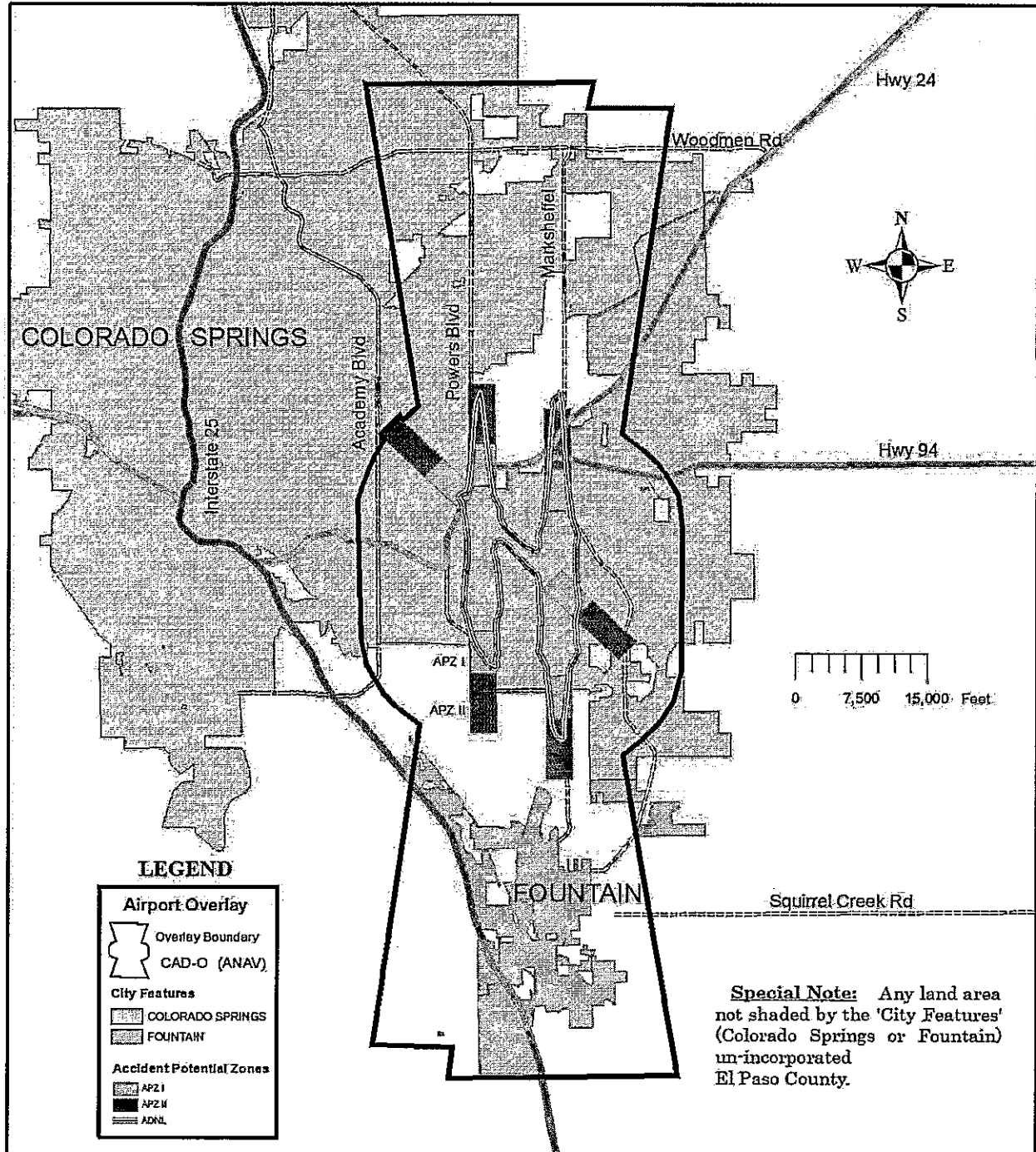
DONE THIS 5th day of April 2007, at Colorado Springs, Colorado.



By: [Signature]
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: [Signature]
Chair



Colorado Springs Airport Overlay Map



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Exhibit B

Legal Description of land within the proposed CAD-O Commercial Airport District boundaries as depicted on the Colorado Springs Airport Map dated March 6, 2006:

All or part of the land located in:

- Township 12 South, Range 65 West:
Sections 31 through 33
- Township 12 South, Range 66 West:
Sections 34 through 36
- Township 13 South, Range 65 West:
Sections 2-11, 15-22, 27-34
- Township 13 South, Range 66 West:
Sections 1-3, 10-14, 23-26, 35-36
- Township 14 South, Range 65 West:
Sections 3-10, 14-23, 26-35
- Township 14 South, Range 66 West:
Sections 1-2, 10-15, 22-27, 34-36
- Township 15 South, Range 65 West:
Sections 2-11, 15-22, 27-34
- Township 15 South, Range 66 West:
Sections 1-3, 11-14, 23-26, 35-36
- Township 16 South, Range 65 West:
Sections 3-11, 14-23
- Township 16 South, Range 66 West:
Sections 1-2, 10-15, 24



RESOLUTION NO. 08-170

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

AMEND CONDITION OF USE SUBJECT TO SPECIAL REVIEW APPROVAL
FOR A TELECOMMUNICATIONS TOWER (AL-07-009)-D&K ACKERS, LLC
(OWNER), AND AMERICAN TOWER (APPLICANT)

WHEREAS, the Board of County Commissioners of El Paso County, Colorado,
previously adopted Resolution No. 07-397, approving the Use Subject to Special
Review for a telecommunications tower with certain conditions and notations;
and

WHEREAS, Condition Nos. 4 and 7 of Resolution No. 07-397 are in conflict and
require the deletion of Condition No. 4, which requires approval from the Board of
County Commissioners to co-locate an antenna on the approved tower; and

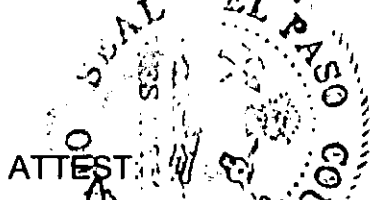
WHEREAS, D&K Ackers, LLC (Owner), and American Tower (Applicant) have
submitted a request to resolve said condition of the Use Subject to Special
Review approval; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of County
Commissioners of El Paso County, Colorado, hereby eliminates Condition No. 4
of Resolution No. 07-397; and

BE IT FURTHER RESOLVED the remaining conditions and notations of
Resolution No. 07-397 hereby remain in full force and effect for the Use Subject
to Special Review more particularly described in Exhibit A.

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



ATTEST:

By:

County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By:

Chair

[Signature]

**Resolution No. 08-170
EXHIBIT A**

A parcel of land situated in the Northeast 1/4 and Southeast 1/4 of Section 32, Township 13 South, Range 65 West of the 6th Principal Meridian; further describefd as Lot 3, Aker's Acres Subdivision No. 1, El Paso County, Colorado.

RESOLUTION NO. 09-251**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

Resolution to Approve a Memorandum of Agreement, and to Approve and Accept a Warranty Deed and a Temporary Construction Easement (TE-14) from D & K Ackers, L.L.C., for drainage and road purposes associated with Marksheffel Road improvements.

WHEREAS, pursuant to §§30-11-101(1)(c)-(d), 30-11-102, 30-11-103, and 30-11-107(1)(a) C.R.S., the Board of County Commissioners of El Paso County, Colorado (hereinafter "BOCC") has the legislative authority to make such orders concerning the property belonging to the County when deemed by the Board to be in the best interests of the County; and

WHEREAS, the Public Services Department (hereinafter "PSD") identified a need to enter into a Memorandum of Agreement to memorialize the agreement, and to obtain a Warranty Deed consisting of 0.403 acres +/-, and a Temporary Construction Easement (TE-14) consisting of 0.079 acres +/- from property owned by D & K Ackers, L.L.C. (hereinafter "Grantor") for drainage and road purposes associated with the Marksheffel Road improvements; and

WHEREAS, the Grantor agrees to grant to El Paso County a Warranty Deed for the sum of Thirty-four Thousand Two Hundred Twenty-four Dollars and No Cents (\$34,224.00) and a Temporary Construction Easement for the sum of Six Hundred Sixty-seven Dollars and No Cents (\$667.00), as discussed herein; and

WHEREAS, the BOCC has determined that it would serve the best interests of the public to approve the Memorandum of Agreement - see Exhibit 1, and approve and accept the Warranty Deed and the Temporary Construction Easement Agreement (TE-14) - see Exhibits 2 and 3, to effectuate the hereinabove described transaction, copies of which are attached hereto, and incorporated herein by reference, for purposes, which include but are not limited to: roads, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners hereby approves the Memorandum of Agreement, and approves and accepts the Warranty Deed and the Temporary Construction Easement Agreement from Grantor, subject to the terms and conditions cited therein.

BE IT FURTHER RESOLVED that Jim Bensberg, duly elected, qualified member and Chairman of the Board of County Commissioners, or Sallie Clark, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 2nd day of July, 2009, at Colorado Springs, Colorado.

ROBERT C. "BOB" BALINK

El Paso County, CO

07/07/2009 08:24:12 AM

Doc \$0.00 Page

Rec \$0.00 1 of 10



209077953



By:

County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By:

Jim Bensberg, Chairman

El Paso County Public Services Department		Project #		75174	
MEMORANDUM OF AGREEMENT		Location		Marksheffel Road	
(LOCAL PUBLIC AGENCY)		Parcel #		14	
Project code (SA#)	N/A	County	El Paso	Station to station	N/A

This agreement made on June 18 (date), 2009 is between El Paso County By and Through the Board of County Commissioners of El Paso County, Colorado, by its Public Services Department, (GRANTEE) for the purchase of the parcel(s) listed above from the Owners(s) D & K Ackers, LLC (GRANTOR). Just Compensation was determined by appraisal(s) prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind

Land (described in attached exhibits)	<u>17,551 square feet</u>	\$	<u>34,224 00</u>
Administrative Settlement			<u>3,590 00</u>
Permanent and Slope Easements (described in attached exhibits)			
PE14	<u>6,840 square feet</u>	\$	<u>6,669.00</u>
Temporary Easement	<u>3,420 square feet</u>	\$	<u>667.00</u>
Improvements:		\$	
Damages: N/A		\$	
		\$	<u>0.00</u>
	Gross Total	\$	<u>45,150.00</u>
	Benefit	\$	<u>0.00</u>
	Net total	\$	<u>45,150 00</u>

Other Conditions: N/A

Notwithstanding anything to the contrary herein, the Agreement is contingent upon the El Paso County Board of County Commissioner's (hereinafter "Board") consideration and approval, and the Grantee will only make payment after receiving an acceptable conveyance instrument from the Grantor as indicated below and after formal approval by the Board.

The GRANTOR and GRANTEE agree that

- There are no promises, terms, conditions, or obligations other, than those listed on this Agreement,
- Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees
- The compensation shown on this agreement is for the fee simple estate of the parcels described and damages of any kind, unless otherwise indicated

The GRANTOR

- will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year
- has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes
- will execute and deliver to GRANTEE those documents indicated below

The GRANTEE

- will be entitled to specific performance of this agreement upon tender of the agreed consideration
- will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law
- will take possession of the parcel(s) when it tenders payment to the GRANTOR unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- will prepare the following documents.

<input checked="" type="checkbox"/> General Warranty Deed	<input type="checkbox"/> w/Min Resv	<input type="checkbox"/> Utility Easement
<input type="checkbox"/> Access Deed		<input checked="" type="checkbox"/> Permanent Easement
<input type="checkbox"/> Full Release(s) Book/Page _____		<input type="checkbox"/> Slope Easement
<input type="checkbox"/> Partial Release(s) Book/Page _____		<input checked="" type="checkbox"/> Temporary Easement
<input type="checkbox"/> Other (Specify)		
<input type="checkbox"/> Title Company to prepare documents except		

Order warrant ~~\$41,600~~ 45,150 payable to **Security Title Guaranty Company as Escrow Agent for D & K Ackers, LLC**

Order warrant \$ _____ payable to.

Right of Way Specialist <u>Carol Rempel - Dear</u>	Grantor Signature <u>D & K Ackers, LLC</u> Social Security of FEIN#
Board of County Commissioners of El Paso County, Colorado by the El Paso County Public Services Department Director	Grantor (if applicable) <u>[Signature]</u>
	Grantor (if applicable) <u>[Signature]</u>

WARRANTY DEED

NO DOCUMENTARY FEE
REQUIRED

THIS DEED, dated as of _____, 2009, between D & K ACKERS, LLC, whose legal address is P.O. Box 38517, Colorado Springs, CO 80937-8517 ("Grantor") and EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose legal address is 27 East Vermijo Avenue, Colorado Springs 80903 ("Grantee"):

After Recording, please sent to
Wilson & Company, Inc.
Carol Rempel-Bear
5755 Mark Dabbling Blvd, Ste 220
Colorado Springs, CO 80919

WITNESS, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

SEE EXHIBIT 'A' Dated May 26, 2009
ATTACHED HERETO AND MADE A PART HEREOF.
PARCEL NO. 14
PROJECT NO. 75174

also known by street and number as: 2875 Akers Drive, Colorado Springs, CO 80922
Assessor's schedule or parcel number: 53320-01-003

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances,

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, including 2009 tax pro-rations, except reservations, rights-of-way of record and taxes for subsequent years.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

GRANTOR: D & K ACKERS, LLC

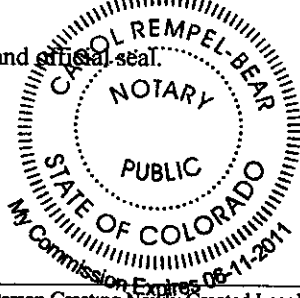
Bradley L. Kuhn
By Bradley L. Kuhn, Manager

Lawrence R. Dillie
Lawrence R. Dillie, Manager

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

The foregoing instrument was acknowledged before me this 18 day of June, 2009, by Bradley L. Kuhn as Manager and Lawrence R. Dillie as Manager for D & K Ackers LLC

Witness my hand and official seal.



My commission expires: 6-11-2011

Carol Rempel-Bear
Notary Public

PARCEL DESIGNATION:	5332001003	DATE:	May 26, 2009
OWNER:	D & K ACKERS LLC (Owner current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY - RW 14

A parcel of land located in the East Half of Section 32, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, and a portion of Lot 3, AKER'S ACRES SUBDIVISION NO.1, according to the plat thereof recorded in Plat Book H-2 at Page 48 of the records of El Paso County, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap, PLS 17496, representing the northeast corner of the Southeast Quarter of said Section 32;

Thence South 0°33'47" East on the east line of said Southeast Quarter a distance of 262.07 feet;

Thence South 89°26'13" West a distance of 30.00 feet to the southeast corner of said Lot 3 and **POINT OF BEGINNING**;

Thence continuing South 89°26'13" West on the south line of said Lot 3 a distance of 51.14 feet

Thence North 0°37'24" West a distance of 342.00 feet to the north line of said lot 3;

Thence North 89°26'13" East on said north line a distance of 51.49 feet to the northeast corner of said Lot 3;

Thence South 0°34'03" East on the east line of said Lot 3 distance of 79.64 feet;

Thence South 0°33'47" East on the east line of said Lot 3 a distance of 262.36 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 17,551 square feet or 0.403 acres more or less.

EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

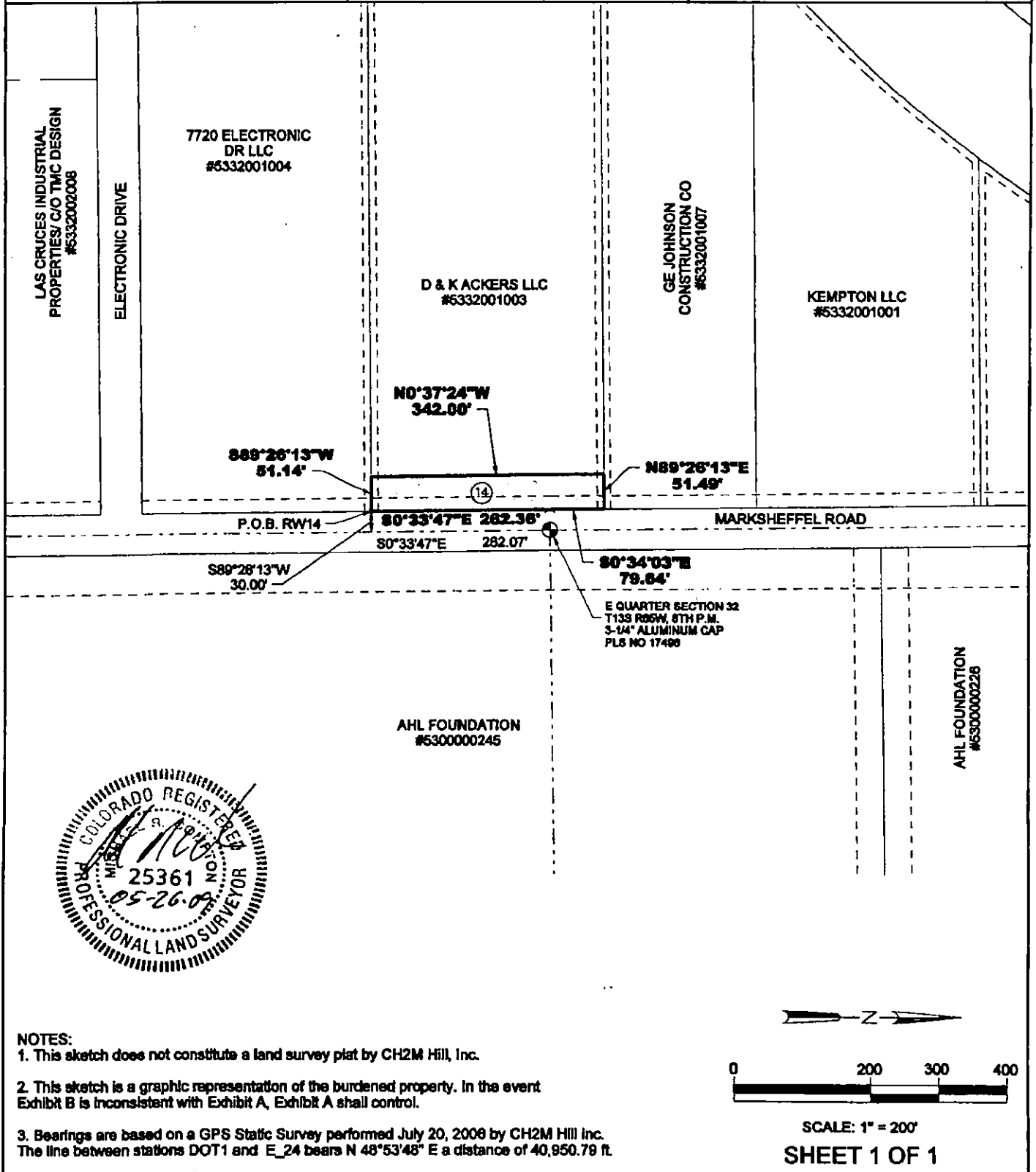
Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.



This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.

90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

DATE: 26-MAY-2009	EXHIBIT B SKETCH RIGHT OF WAY RW14 PARCEL 5332001003 SECTION 32 T 13 S, R 85 W, 6TH P.M. EL PASO COUNTY, COLORADO	
DRAWN BY: L STUDER		
CHECKED BY: M COMPTON		
APPROVED BY: M COMPTON		
DRAWING: 5332001003-14.dgn		



Project: 75174: Marksheffel Road Widening

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT TE-14

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 2009, between D & K Ackers, LLC, whose address is PO Box 38517, Colorado Springs, CO 80937-8517, hereinafter called the Grantors, for and in consideration of the sum of Six Hundred Sixty Seven Dollars and No Cents (\$667.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E Vermijo Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the End of the project, whichever comes first. The following is the described premises

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

This temporary construction easement is for the following purposes, which include but are not limited to: roads, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

That portion of the easement that pertains to slope control is subject to the following conditions: At no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket, as may be recommended by the Natural Resources Conservation Service, any disturbed area.

IN WITNESS WHEREOF, the Grantors have executed this Temporary Construction Easement Agreement this 18 day of June, 2009.

D & K Ackers, LLC

By: Bradley L Kuhn
Bradley L Kuhn, Manager

By: Lawrence R. Dillie
Lawrence R. Dillie, Manager

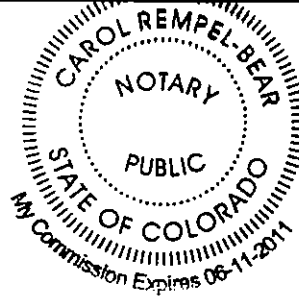
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 18 day of June, 2009, by Bradley L. Kuhn and Lawrence R. Dillie as Managers for D & K Ackers, LLC.

Witness my hand and official seal.

Carol Rempel-Bear
Notary Public



My Commission Expires: 6-11-2011

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By: _____
County Clerk and Recorder

By: _____
Jim Bensberg, Chairman

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Jim Bensberg, Chairman of the Board of County Commissioners of El Paso County, Colorado, and as attested to by _____, County Clerk and Recorder

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

PARCEL DESIGNATION:	5332001003	DATE:	May 26, 2009
OWNER:	D & K ACKERS LLC (Owner current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT - TE 14

A temporary construction easement located in the East Half of Section 32, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, and a portion of Lot 3, AKER'S ACRES SUBDIVISION NO.1, according to the plat thereof recorded in Plat Book H-2 at Page 48 of the records of El Paso County, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap, PLS 17496, representing the northeast corner of the Southeast Quarter of said Section 32;

Thence South 0°33'47" East on the east line of said Southeast Quarter a distance of 262.07 feet;

Thence South 89°26'13" West a distance of 30.00 feet to the southeast corner of said Lot 3;

Thence South 89°26'13" West on the south line of said Lot 3 a distance of 71.14 feet to the **POINT OF BEGINNING**;

Thence South 89°26'13" West on said south line a distance of 10.00 feet;

Thence North 0°37'24" West a distance of 342.00 feet to the north line of said Lot 3;

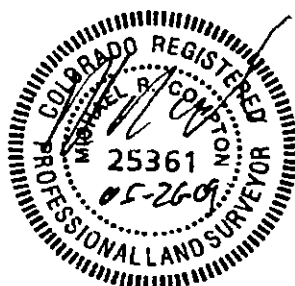
Thence North 89°26'13" East on said north line a distance of 10.00 feet;

Thence South 0°37'24" East a distance of 342.00 feet to the **POINT OF BEGINNING**.

Said easement contains 3,420 square feet or 0.079 acres more or less.

EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.



This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.

90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

DATE: 26-MAY-2009

DRAWN BY: L STUDER

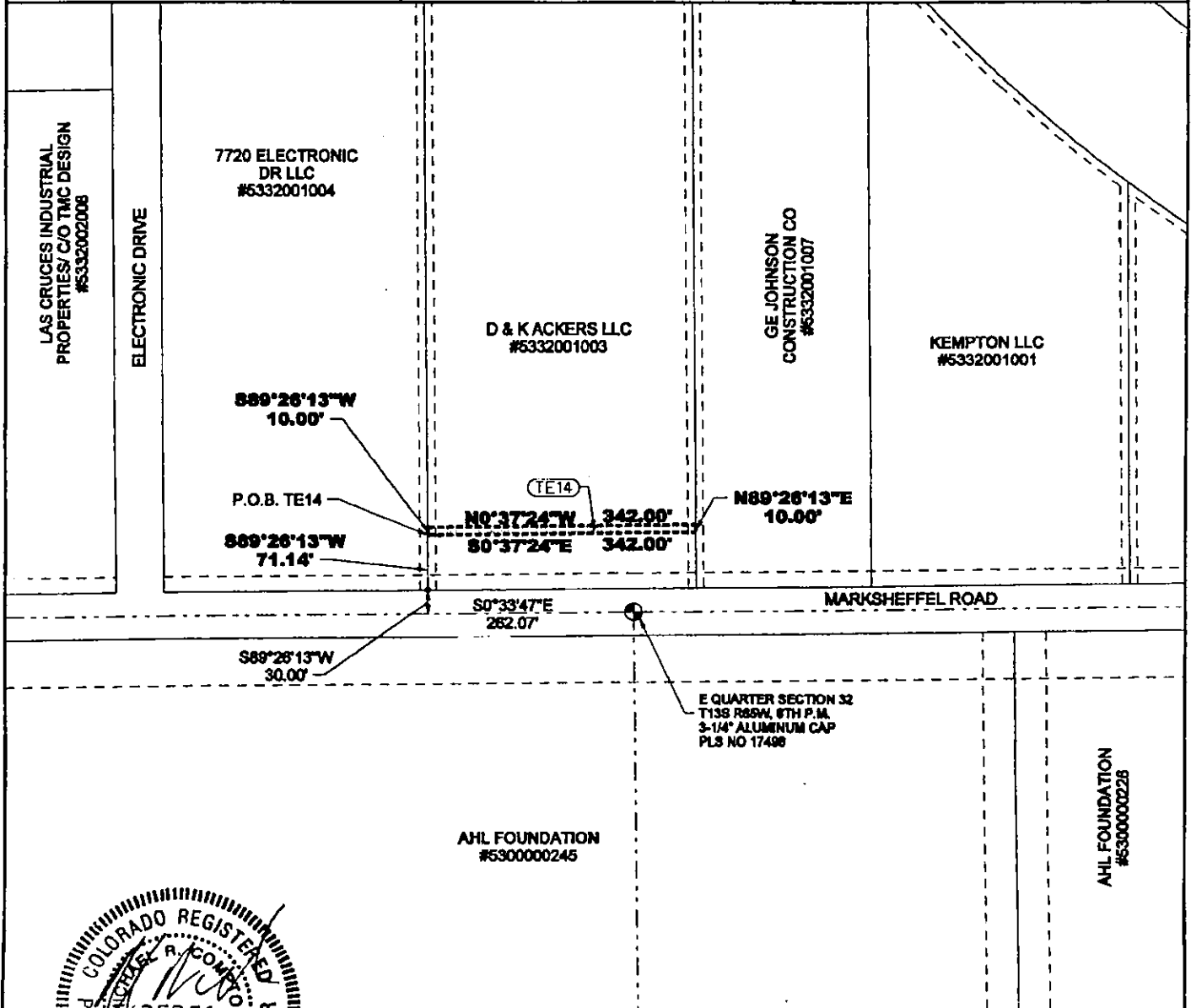
CHECKED BY: M COMPTON

APPROVED BY: M COMPTON

DRAWING: 5332001003-te14.dgn

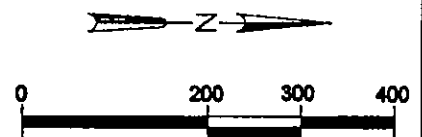
EXHIBIT B SKETCH

TEMPORARY
CONSTRUCTION EASEMENT TE14
PARCEL 5332001003
SECTION 32
T 13 S, R 65 W, 6TH P.M.
EL PASO COUNTY, COLORADO



NOTES:

1. This sketch does not constitute a land survey plat by CH2M Hill, Inc.
2. This sketch is a graphic representation of the burdened property. In the event Exhibit B is inconsistent with Exhibit A, Exhibit A shall control.
3. Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E a distance of 40,950.79 ft.



SCALE: 1" = 200'

SHEET 1 OF 1

NON-EXCLUSIVE PERMANENT EASEMENT PE14

D & K ACKERS, LLC, Of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of \$6,669.00 and other valuable considerations, hereby grants to Mountain View Electric Association, Inc., a Colorado Corporation, P.O. Box 1600 Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to construct, maintain, change, renew, relocate, enlarge and operate its line or lines for the transmission and distribution of electrical energy, including the necessary steel and wood poles, conduits, wires, footings, guys, anchors, stubs, and other equipment and fixtures, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such transformers, switch cabinets, voltage regulators, and other above-ground apparatus, together with a telephone and/or telecommunications line (including but not limited to fiber optic cables) for the use by Grantee, as may be found advisable, together with the non-exclusive right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along a strip of land 20 feet in width owned by Grantor, situated in El Paso County, State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED LEGAL DESCRIPTION

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

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

The Grantor covenants and agrees for himself, his heirs and assigns, not to create public improvement areas, public rights-of-way and not plant trees, change grade or erect any signs or sidewalks or fences or sidewalks or walkways, or fences or buildings or footings or foundations or structures or parking areas within the limits of said strip of land; and the Grantee, its successors or assigns, shall have the right upon 10 days written notice to Grantor and AT THE EXPENSE OF THE GRANTOR (OR GRANTOR'S SUCCESSORS OR ASSIGNS), to remove objects or trees or sidewalks or walkways or signs or fences or footings or foundation or buildings or structures or parking areas interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and right-of-way in order to remove the interference.

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

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

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

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

Executed this 18 day of June, 2009

D & K ACKERS, LLC

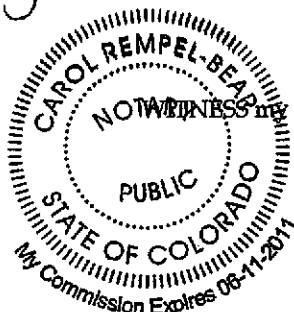
By: Bradley L. Kuhn
Bradley L. Kuhn, Manager

By: Larry R. Dillie
Larry R. Dillie, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The within instrument was acknowledged before me this 18 day of June, 2009, by Bradley L. Kuhn
as Managers of D & K Ackers LLC & Larry R. Dillie

(SEAL)



NOTARY PUBLIC my hand and official seal

Carol Rempel-Bear
Notary Public
5775 Mark Dabbling Blvd
Notary Address

My Commission Expires: 6-11-2011

PARCEL DESIGNATION:	5332001003	DATE:	May 26, 2009
OWNER:	D & K ACKERS LLC (Owner current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

NON-EXCLUSIVE PERMANENT EASEMENT - PE 14

A non-exclusive permanent easement located in the East Half of Section 32, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, and a portion of Lot 3, AKER'S ACRES SUBDIVISION NO.1, according to the plat thereof recorded in Plat Book H-2 at Page 48 of the records of El Paso County, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap, PLS 17496, representing the northeast corner of the Southeast Quarter of said Section 32;

Thence South 0°33'47" East on the east line of said Southeast Quarter a distance of 262.07 feet;

Thence South 89°26'13" West a distance of 30.00 feet to the southeast corner of said Lot 3;

Thence South 89°26'13" West on the south line of said Lot 3 a distance of 51.14 feet to the **POINT OF BEGINNING**;

Thence South 89°26'13" West on said south line a distance of 20.00 feet;

Thence North 0°37'24" West a distance of 342.00 feet to the north line of said Lot 3;

Thence North 89°26'13" East on said north line a distance of 20.00 feet;

Thence South 0°37'24" East a distance of 342.00 feet to the **POINT OF BEGINNING**.

Said easement contains 6,840 square feet or 0.157 acres more or less.


EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

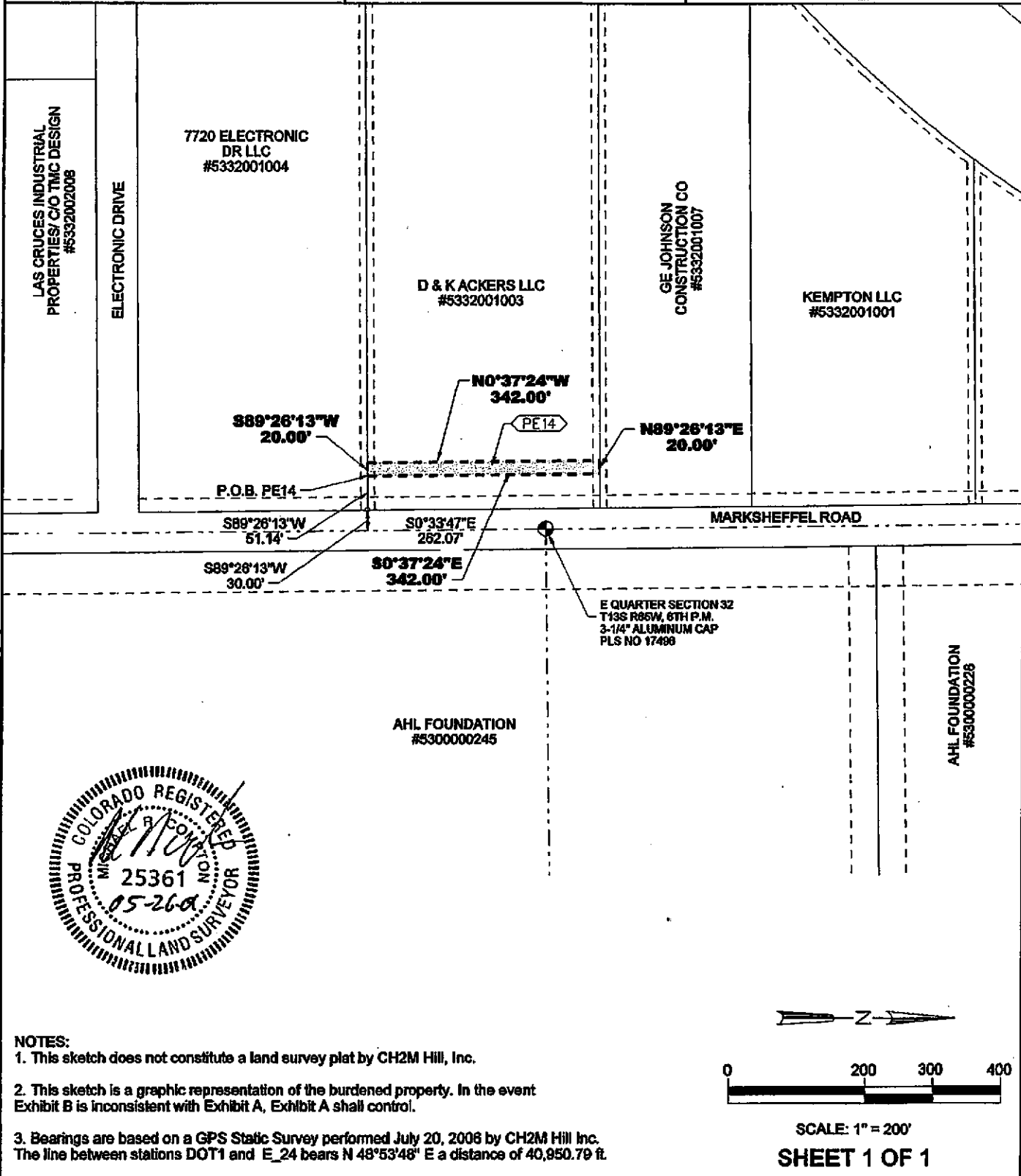
Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.



This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.

90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

DATE: 26-MAY-2009	EXHIBIT B SKETCH NON-EXCLUSIVE PERMANENT EASEMENT PE14 PARCEL 5332001003 SECTION 32 T 13 S, R 65 W, 6TH P.M. EL PASO COUNTY, COLORADO	
DRAWN BY: L STUDER		
CHECKED BY: M COMPTON		
APPROVED BY: M COMPTON		
DRAWING: 5332001003-pe14.dgn		



THE UNITED STATES OF AMERICA.

CERTIFICATE No. 6365

To all to whom these presents shall come, GREETING:

Whereas, Frank W. Morrison of El Paso County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Aspen Colorado whereby it appears that full payment has been made by the said Frank W. Morrison

according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands;" and the acts supplemental thereto for the South East quarter of the North East quarter, the East half of the South East quarter and the South West quarter of the South East quarter of Section thirty-two in Town ship thirteen North of Range Sixty five West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

Frank W. Morrison

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Frank W. Morrison

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Frank W. Morrison

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And the said Morrison has hereby created a right of way for a ditch or canals constructed by the said Morrison for the right of way of the Chicago and North Western Railroad Company

In Testimony Whereof, I, Benjamin Harrison President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the Sixteenth day of March in the year of our Lord one thousand eight hundred and Nineteen and of the independence of the United States the one hundred and fifteenth

By the President: Benjamin Harrison

Recorded, Vol. 11 A

Page. 22

By John MacFarland Asst. Secretary.

J. M. Townsend Recorder of the General Land Office.

Filed for Record the 7th day of Mar A. D. 1893, at 1:4 o'clock P.M.

No. 532180

RIGHT-OF-WAY

Ruth Banning Lewis, et al

to

Colorado Interstate Gas Co.

Filed for Record 10:55 A. M.

September 26, 1934.

C. R. Furrow, Recorder.

) State of Colorado)
) ss.
) County of El Paso.)

No. L-6-EP

For and in Consideration of the sum of

Eighty-Three & 00/100 Dollars, to the undersigned

owners paid, the receipt of which is hereby acknowl-

edged, the undersigned hereby grant to Colorado Inter-

state Gas Company, a corporation organized under the

laws of the State of Delaware, its successors or

assigns, the right of way to lay, construct, reconstruct, replace, renew, maintain and operate
 a pipe line for the transportation of gas, petroleum or any of its products, also water or
 other substances, or either thereof, together with the right of ingress and egress, on, over
 and through the following described lands situate in El Paso County, and State of Colorado,
 to-wit:

The East 1/2 of the southeast 1/4 of Section 29, and the West 1/2 of the southwest
 1/4 of Section 28, Township 13 South, Range 65 West.

Said right-of-way being -166- rods, more or less, in length, and located approximately
 as shown by Grantee's present survey.

The said undersigned owners their heirs or assigns to fully use and enjoy such premises
 except as the same may be necessary for the purpose herein granted to said Colorado Interstate
 Gas Company, its successors or assigns.

The said Colorado Interstate Gas Company, its successors or assigns, hereby agrees to pay
 any damages which may arise from laying, maintaining, operating or removing said pipe line,
 said damage, if not mutually agreed upon, to be ascertained and determined by three disin-
 terested persons; one thereof to be appointed by the owners of said lands, their heirs or
 assigns, one by Colorado Interstate Gas Company, its successors or assigns, and the third
 person by the two persons aforesaid, and the award of such three persons shall be final and
 conclusive.

All pipe lines laid under this grant and passing through cultivated land shall be buried
 not less than twenty inches deep, and shall be so laid as not to interfere with ordinary
 cultivation of such land after construction has been completed.

It is further agreed that for the consideration above mentioned Colorado Interstate
 Gas Company, its successors or assigns, is hereby granted the right to, at any time change
 the size of its pipe, the damage, if any, in making such change to be paid by Colorado
 Interstate Gas Company, its successors or assigns, to the owners of said lands, their heirs
 or assigns.

Colorado Interstate Gas Company shall have the right to assign, transfer and convey all
 rights herein granted to any person, firm, corporation or association of persons, and such
 right of transfer or assignment shall exist in every subsequent vendee or transferee who may
 be successor in title to the grantee herein.

In Witness Whereof we have hereunto set our hands and seals this 12th day of September,
 1934.

Signed, sealed and delivered in the presence of:

Ruth Banning Lewis (L.S.)

Raymond W. Lewis (L.S.)

(L.S.)

(L.S.)

State of Colorado)
 County of El Paso.) ss.

The foregoing instrument was acknowledged before me this 12th day of September,
 1934, by Ruth Banning Lewis and Raymond W. Lewis.

My commission expires August 4, 1936.

Witness my hand and official seal.



Robert W. Freese, Notary Public.
 El Paso County, Colorado.
 My Commission expires August 4, 1936.

Robert W. Freese.
 Notary Public.

----- 00000000000 -----

No 532181

Right-Of-Way

Frank Mackey

to

Colorado Interstate Gas Co.

Filed for Record 10:56 A.M.

September 26, 1934.

C. R. Furrow, Recorder.

) State of Colorado)
) ss.
) County of El Paso.)

No. L-4-EP

For and In Consideration of the sum of One Hundred

Twenty & 00/100 Dollars to the undersigned owners paid,

the receipt of which is hereby acknowledged, the under-

signed hereby grant to Colorado Interstate Gas Company,

a corporation organized under the laws of the State of

Delaware its successors or assigns, the right of way

to lay, construct, reconstruct, replace, renew, maintain

and operate a pipe line for the transportation of gas, petroleum, or any of its products,
 also water or other substances, or either thereof, together with the right of ingress and
 egress on, over and through the following described lands situate in El Paso County and State
 of Colorado, to-wit:

The Southeast 1/4 and the southeast 1/4 of northeast 1/4 of Section 32, Township 13
 South, Range 65 West,

Said right-of-way being -240- rods, more or less, in length, and located approximately
 as shown by Grantee's present survey.

The said undersigned owners, their heirs or assigns, to fully use and enjoy such premises
 except as the same may be necessary for the purpose herein granted to said Colorado Interstate
 Gas Company, its successors or assigns.

The said Colorado Interstate Gas Company, its successors or assigns, hereby agrees to
 pay any damages which may arise from laying, maintaining, operating or removing said pipe line
 said damage, if not mutually agreed upon, to be ascertained and determined by three disin-
 terested persons; one thereof to be appointed by the owners of said lands, their heirs or
 assigns, one by Colorado Interstate Gas Company, its successors or assigns, and the third
 person by the two persons aforesaid, and the award of such three persons shall be final and
 conclusive.

All pipe lines laid under this grant and passing through cultivated land shall be buried
 not less than twenty inches deep, and shall be so laid as not to interfere with ordinary cul-

WARRANTY DEED

NO DOCUMENTARY FEE
REQUIRED

THIS DEED, dated as of June 18, 2009, between **D & K ACKERS, LLC**, whose legal address is P.O. Box 38517, Colorado Springs, CO 80937-8517 ("Grantor") and **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, whose legal address is 27 East Vermijo Avenue, Colorado Springs 80903 ("Grantee"):

After Recording, please sent to
Wilson & Company, Inc.
Carol Rempel-Bear
5755 Mark Dabling Blvd, Ste 220
Colorado Springs, CO 80919

WITNESS, that the grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

SEE EXHIBIT 'A' Dated May 26, 2009
ATTACHED HERETO AND MADE A PART HEREOF.
PARCEL NO. 14
PROJECT NO. 75174

also known by street and number as: 2875 Akers Drive, Colorado Springs, CO 80922
Assessor's schedule or parcel number: 53320-01-003

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;


TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, including 2009 tax pro-rations, except reservations, rights-of-way of record and taxes for subsequent years.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

GRANTOR: D & K ACKERS, LLC

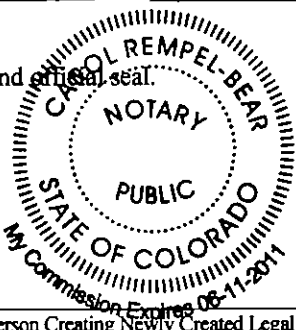

By: Bradley L. Kuhn, Manager


Lawrence R. Dillie, Manager


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

The foregoing instrument was acknowledged before me this 18 day of June, 2009, by Bradley L. Kuhn
as Manager and Lawrence R. Dillie as Manager for D & K Ackers LLC

Witness my hand and official seal.



My commission expires: 6-11-2011


Notary Public

PARCEL DESIGNATION:	5332001003	DATE:	May 26, 2009
OWNER:	D & K ACKERS LLC (Owner current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY - RW 14

A parcel of land located in the East Half of Section 32, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, and a portion of Lot 3, AKER'S ACRES SUBDIVISION NO.1, according to the plat thereof recorded in Plat Book H-2 at Page 48 of the records of El Paso County, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap, PLS 17496, representing the northeast corner of the Southeast Quarter of said Section 32;

Thence South 0°33'47" East on the east line of said Southeast Quarter a distance of 262.07 feet;

Thence South 89°26'13" West a distance of 30.00 feet to the southeast corner of said Lot 3 and **POINT OF BEGINNING**;

Thence continuing South 89°26'13" West on the south line of said Lot 3 a distance of 51.14 feet

Thence North 0°37'24" West a distance of 342.00 feet to the north line of said lot 3;

Thence North 89°26'13" East on said north line a distance of 51.49 feet to the northeast corner of said Lot 3;

Thence South 0°34'03" East on the east line of said Lot 3 distance of 79.64 feet;

Thence South 0°33'47" East on the east line of said Lot 3 a distance of 262.38 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 17,551 square feet or 0.403 acres more or less.

EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.



This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.

90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

DATE: 26-MAY-2009

DRAWN BY: L STUDER

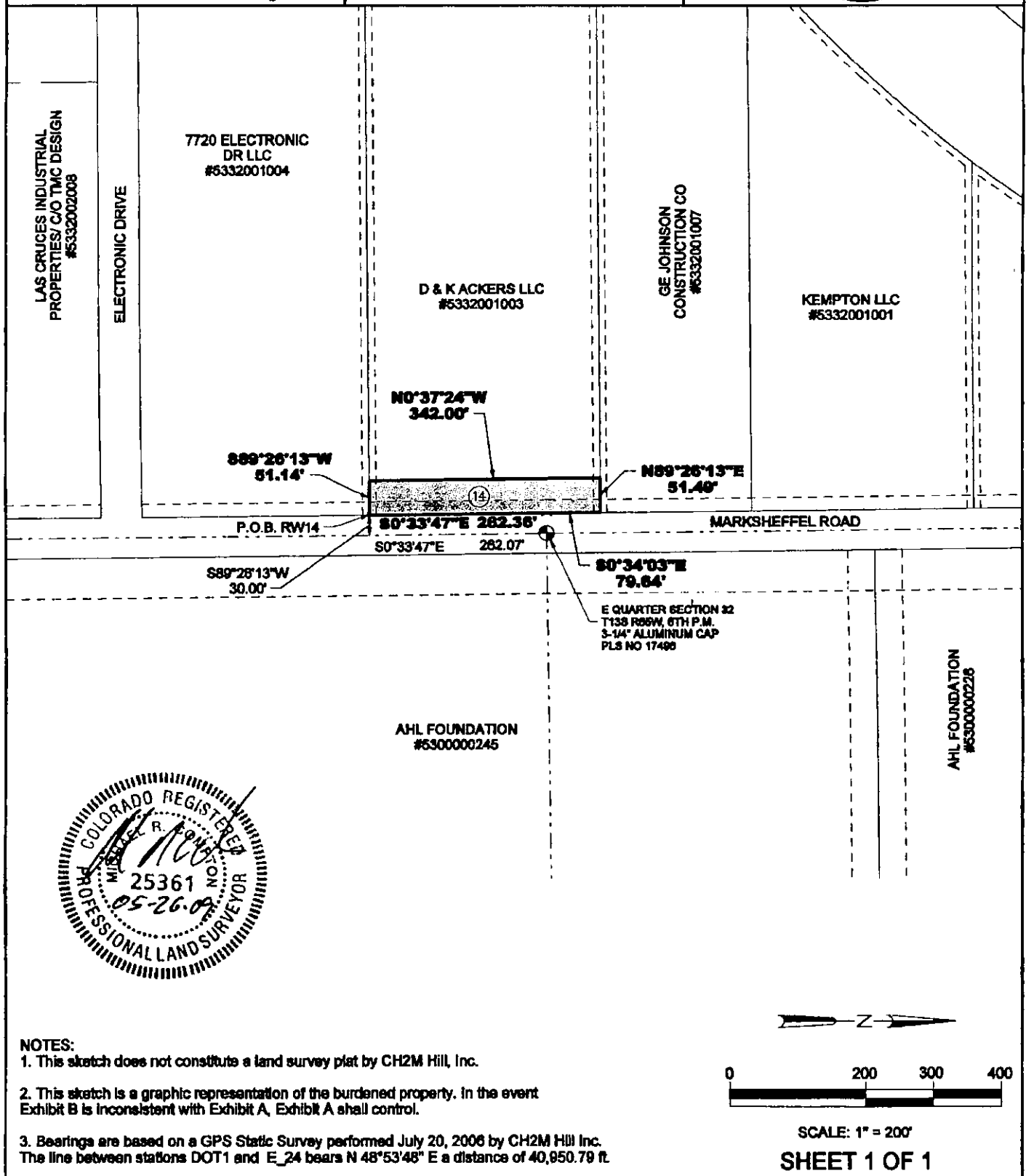
CHECKED BY: M COMPTON

APPROVED BY: M COMPTON

DRAWING: 5332001003-14.dgn

EXHIBIT B SKETCH

RIGHT OF WAY RW14
PARCEL 5332001003
SECTION 32
T 13 S, R 65 W, 6TH P.M.
EL PASO COUNTY, COLORADO



NOTES:

1. This sketch does not constitute a land survey plat by CH2M Hill, Inc.
2. This sketch is a graphic representation of the burdened property. In the event Exhibit B is inconsistent with Exhibit A, Exhibit A shall control.
3. Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48\"/>



SCALE: 1" = 200'

SHEET 1 OF 1

96082662

96 JUL -2 AM 11:31

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

1075
Free

Commissioner Brown moved adoption of the following Resolution:

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

RESOLUTION NO. 96-177, Land Use-48

WHEREAS, One Comm Corporation did file a petition with the Planning Department of El Paso County on or about March 1, 1996, for approval of a Use Subject to Special Review to allow construction of a 78-foot cellular communications tower and associated 220-square foot equipment shelter on land being leased from Electronic Drive, L.L.C., within the M (Industrial) Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on April 16, 1996, upon which date the Planning Commission did by formal resolution recommend approval of the subject Use Subject to Special Review petition with conditions and notations; and

WHEREAS, a public hearing was held by this Board on May 23, 1996; 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 Planning 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 was 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 Use Subject to Special Review conforms to Section 35.8, Standards Governing the Approval or Disapproval of a Petition for a Use Subject to Special Review, of the El Paso County Zoning Resolutions.
4. That the proposed land use will be compatible with existing and permitted land uses in the area.

96082662-2

Resolution No. 96-177, Land Use-48
Page 2

5. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above-stated and other reasons, the proposed Use Subject to Special Review 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 petition of One Comm Corporation for approval of a Use Subject to Special Review to allow construction of a 78-foot cellular communications tower and associated 220-square foot equipment shelter on land being leased from Electronic Drive, L.L.C., within the M (Industrial) Zone District in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference, be approved;

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

CONDITIONS:

1. Approval is limited to one commercial tower and associated antennae as depicted on the applicant's Letter of Intent, site plan and elevation drawings, with a maximum height of 78 feet above the natural ground surface.
2. The tower site shall be security fenced prior to operation.
3. The equipment building shall either be natural concrete/stone exterior or shall be painted in a color that will blend with the surrounding area.
4. Any co-location or additional antenna on the tower other than that shown on the attached Exhibit B shall be subject to Board of County Commissioners' approval through a public hearing process utilizing public notification on the proposal.
5. Obstruction lighting installed on the tower shall be the FTB 312 Beacon or equivalent, with the beam pattern directed outward.

96082662-3

Resolution No. 96-177, Land Use-48
Page 3

6. The Use Subject to Special Review shall be subject to a ten-year renewal time frame from the date of Board of County Commissioners' approval. Specific items for the Board of County Commissioners to review at the end of this ten-year period shall be changing technology which could result in reduced tower heights and changes in specific tower-related regulations on the Federal and local level.

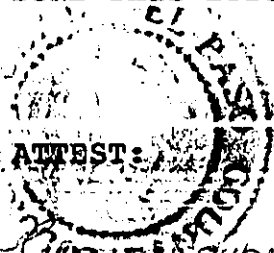
NOTATIONS:

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

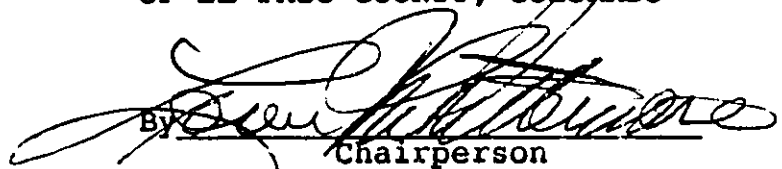
NOTE: The above notations are abbreviated; they have the same force and effect as the items found within their entirety in Section 35.8 C.1., C.3., D., E., and F. of the El Paso County Land Development Code.

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

DONE THIS 23rd day of May, 1996, at Colorado Springs, Colorado.

ATTEST:

Corina Gubud
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

BY 
Chairperson

Commissioner Bremer seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye," and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

96082662-4

Resolution No. 96-177, Land Use-48
EXHIBIT A

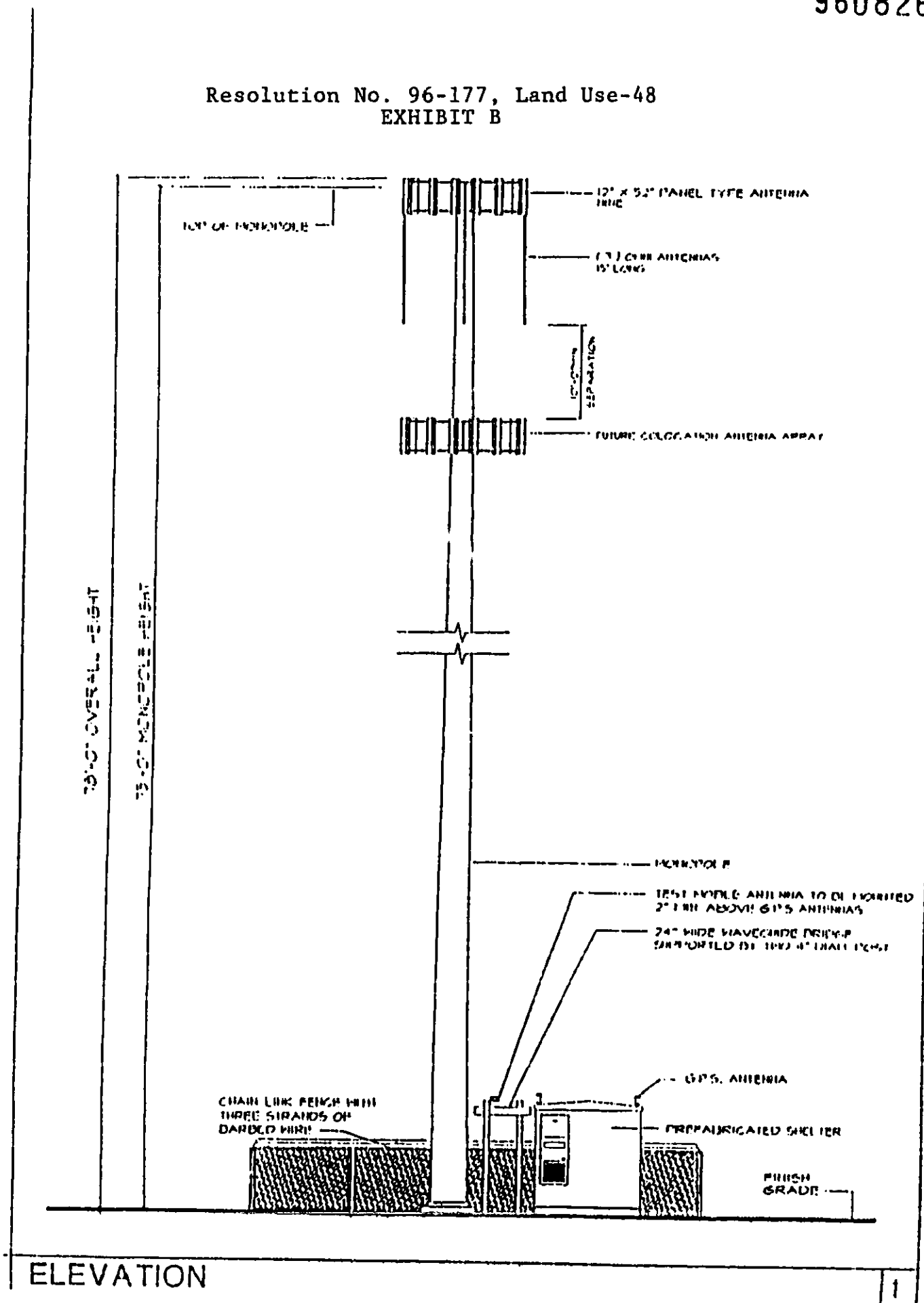
A parcel of land situated in the Southeast $\frac{1}{4}$ of Section 32, Township 13 South, Range 65 West of the 6th Principal Meridian; Further described as being located within Lot 3, Aker's Acres Subdivision No. 1, El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Lot 3; Thence N $90^{\circ}00'00''$ E a distance of 315.00 feet along the South line of said Lot 3; Thence N $00^{\circ}00'00''$ W a distance of 65.00 feet to the Southeast corner of the lease parcel and the true Point of Beginning;

Thence S $90^{\circ}00'00''$ W, 40.00 feet; Thence N $00^{\circ}0'00''$ W, 40.00 feet; Thence N $90^{\circ}00'00''$ E, 40.00 feet; Thence S $00^{\circ}00'00''$ E, 40.00 feet to the true Point of Beginning. The above-described parcel of land contains 1,600.00 square feet, or 0.0367 acres, more or less.

96082662-5

Resolution No. 96-177, Land Use-48
EXHIBIT B



097051240

97 MAY -6 PM 3: 57

J. PATRICK KELLY
EL PASO COUNTY CLERK

173

Commissioner Brown moved adoption of the following Resolution: *True*

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

RESOLUTION NO. 96-178, Land Use-49

WHEREAS, Section 30-28-101(10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the requirements of the subdivision regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing subdivisions; and

WHEREAS, One Comm Corporation/Electronic Drive, L.L.C., have applied for an exemption from the El Paso County Subdivision Regulations with reference to a 1,600-square foot leasehold parcel located near the intersection of Electronic Drive and Marksheffel Road; and

WHEREAS, One Comm Corporation/Electronic Drive, L.L.C., intend to utilize this 1,600-square foot leasehold parcel solely for the location of a cellular communications tower and associated 220-square foot equipment shelter; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on April 16, 1996, upon which date the Planning Commission did by formal resolution recommend approval of the subject subdivision exemption request with condition and notation; and

WHEREAS, a public hearing was held by this Board on May 23, 1996; and

WHEREAS, the El Paso County Board of County Commissioners has found that the proposed division does not fall within the purposes of the Colorado statutory provisions concerning subdivisions;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of El Paso County that the petition by One Comm Corporation/Electronic Drive, L.L.C., for a subdivision exemption of a 1,600-square foot leasehold parcel of property for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference, be approved;

BE IT FURTHER RESOLVED that as a condition of said exemption, the parcel be limited to the use as stated in this resolution;

097051240-2

Resolution No. 96-178, Land Use-49
Page 2

BE IT FURTHER RESOLVED that the following condition shall also
apply to this approval:

The Land Survey Plat, as approved by the Board of County
Commissioners, shall be deposited in the El Paso County Clerk
and Recorder's Office.

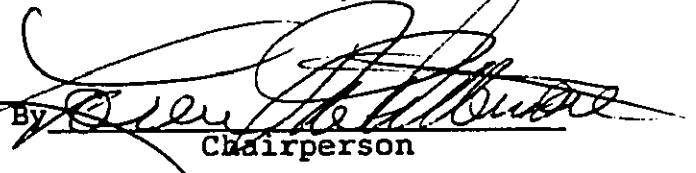
AND BE IT FURTHER RESOLVED that the record and recommendations of
the El Paso County Planning Commission be adopted.

DONE THIS 23rd day of May, 1996, at Colorado Springs, Colorado.

ATTEST:


Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By 
Chairperson

Commissioner Bremer seconded the adoption of the foregoing
Resolution. The roll having been called, all five Commissioners
voted "aye," and the Resolution was unanimously adopted by the
Board of County Commissioners of the County of El Paso, State of
Colorado.

097051240-3

Resolution No. 96-178, Land Use-49
EXHIBIT A

A parcel of land situated in the Southeast $\frac{1}{4}$ of Section 32, Township 13 South, Range 65 West of the 6th Principal Meridian; Further described as being located within Lot 3, Aker's Acres Subdivision No. 1, El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Lot 3; Thence N $90^{\circ}00'00''$ E a distance of 315.00 feet along the South line of said Lot 3; Thence N $00^{\circ}00'00''$ W a distance of 65.00 feet to the Southeast corner of the lease parcel and the true Point of Beginning;

Thence S $90^{\circ}00'00''$ W, 40.00 feet; Thence N $00^{\circ}0'00''$ W, 40.00 feet; Thence N $90^{\circ}00'00''$ E, 40.00 feet; Thence S $00^{\circ}00'00''$ E, 40.00 feet to the true Point of Beginning. The above-described parcel of land contains 1,600.00 square feet, or 0.0367 acres, more or less.

06/22/1999 01:59

099099806

Doc \$0.00 Page

Rec \$5.00 1 of 1



GRANT OF RIGHT OF WAY

D & K Ackers, LLC

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

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

an easement of ten feet either side of the power line and guy wires in Lot 3 AKER'S ACRES, County of El Paso, State of Colorado

in pt Section 32 Township 13 South, Range 65 West,

together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

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

TO HAVE AND TO HOLD said strip unto the Grantee, its successors and assigns forever.

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

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

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

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

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

DATE: 3/3/99

D & K Ackers LLC.

Brad L. Kuhn manager.

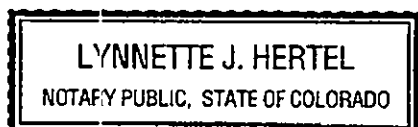
STATE OF COLORADO)
COUNTY OF El Paso) ss.

The within instrument was acknowledged before me this 3rd day of March, 19 99

By D & K Ackers LLC, By Brad L. Kuhn, Manager
(Print the name(s) signed above)

WITNESS my hand and official seal

(Seal)



Account No.

99-0425
Work Order No.

Lynnette J. Hertel
Notary Public

11140 E. Woodmen Rd
Notary's Home or Business Address

Falcon, CO 80831

My Commission Expires 12/8/99

After Recordation, Return To:

Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
Attn: Karen Carp, Esq.

ROBERT C. "BOB" BALINK El Paso County, CO
09/25/2007 03:31:00 PM
Doc \$0.00 Page
Rec \$31.00 1 of 6 207124617

COLORADO
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Elsmere CO 1 - 302459

THIS Assignment and Assumption on 9:00 am on February 28, 2007 is from **Tower Asset Sub, LLC**, a Delaware limited liability company ("Assignor") to **American Tower Asset Sub, LLC**, a Delaware limited liability company ("Assignee") whose mailing address is: 116 Huntington Avenue, Boston, MA 02116.

Agreement:

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:


1. Assignor does hereby irrevocably transfer and assign to Assignee all of the right, title and interest of Assignor in, to and under the lease or other document described in Schedule A attached hereto together with any easements and other agreements, permits, rights and appurtenances pertaining thereto (in each case, to the extent assignable) (collectively, the "Land Lease") and forming a part hereof together with any and all of Assignor's right, title and interest in and to the buildings, towers and other improvements located at the real property described on Annex 1 hereto and leased pursuant to such Land Lease and all leases or subleases with respect thereto pursuant to which Assignor leases any part thereof to others (collectively the "Tower

Leases”). Assignee hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Land Lease and the Tower Leases.

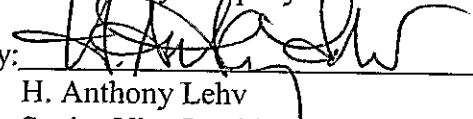
2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

IN WITNESS WHEREOF, each party has caused this Assignment and Assumption to be duly executed and delivered in its name and on its behalf, as of the date first above written.

Tower Asset Sub, LLC, a Delaware limited liability company

By: 
H. Anthony Lehv
Senior Vice President

American Tower Asset Sub, LLC, a Delaware limited liability company

By: 
H. Anthony Lehv
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me on February 15, 2007
by H. Anthony Lehv, the Senior Vice President of Tower Asset Sub, LLC, a Delaware limited
liability company,

Geraldine Gleason

Notary Public

Witness my hand and official seal.

My Commission Expires:

(NOTARIAL SEAL)



Geraldine Gleason
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 1, 2013

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me on February 15, 2007
by H. Anthony Lehv, the Senior Vice President of American Tower Asset Sub, LLC, a Delaware
limited liability company.

Geraldine Gleason

Notary Public

Witness my hand and official seal.

My Commission Expires:

(NOTARIAL SEAL)



Geraldine Gleason
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 1, 2013

Schedule A
to Assignment and Assumption Agreement

Communications Site Lease (Colorado Ground Lease) dated as of February 27, 1996 between Electronic Drive LLC and OneComm Corporation, N.A., as amended, which (or a memorandum or other notice of which) is recorded in Document No. 099115576 which Communications Site Lease (Colorado Ground Lease) affects the property described on Annex 1 hereto.

Annex 1
to Assignment and Assumption Agreement

Legal Description

[See Attached]

SITE: 302459
ELSMERE CO 1
EL PASO COUNTY
COLORADO

A PARCEL OF LAND SITUTATED IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED IN LOT 3, AKER'S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3,

THENCE N 90° 00' 00" E, A DISTANCE OF 315.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3;

THENCE N 00° 00' 00" W, A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING.

THENCE S 90° 00' 00" W, 40.00 FEET;

THENCE N 90° 00' 00" W, 40.00 FEET;

THENCE N 90° 00' 00" E, 40.00 FEET;

THENCE S 90° 00' 00" E, 40.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,600.00 SQUARE FEET, MORE OR LESS.

ROBERT C. "BOB" BALINK
12/19/2005 09:52:24 AM
Doc \$0.00 Page
Rec \$41.00 1 of 8

El Paso County, CO



205199828

DIVR CO 2062
CONSTITUTION/HWY 24

(Recorder's Use Above this Line)

STATE OF COLARDO

Parcel No.: 5332001003

COUNTY OF EL PASO

MEMORANDUM OF SITE AGREEMENT

Document Date: 4-1-05

Grantor/SpectraSite: TOWER ASSET SUB, INC., a Delaware corporation
Address: 100 Regency Forest Drive, Suite 400, Cary, NC 27511

Grantee/User: NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability
company, d/b/a Cingular Wireless
Address: PO Box 2088, Rancho Cordova, CA 95741-2088

Legal Description of the Land is attached as Attachment A on Page 5.

Prepared by:
Real Estate Operations
Site No.: CO-0094
SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 400
Cary, North Carolina 27511

Return to:
New Cingular Wireless Lease Administration
c/o Wireless Asset Management
Re: Cell Site #CO 2062
Cell Site Name Constitution & Hwy 24
PO Box 2088
Rancho Cordova, CA 95741-2088

Memorandum of Site Agreement
sd

SpectraSite Site Name/No: Elsmere/CO-0094
User Site Name/No: Constitution & Hwy 24/CO-2062
CAP ID No: 105437

MEMORANDUM OF SITE AGREEMENT

This Memorandum of Site Agreement ("Memorandum") is entered into this 1st day of April, 2005, by and between **TOWER ASSET SUB, INC.**, a Delaware corporation, with an address 100 Regency Forest Drive, Suite 400, Cary, NC 27511 (hereinafter referred to as "SpectraSite") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, d/b/a Cingular Wireless, located at PO Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "User").

1. SpectraSite is the lessee of a certain portion of real property described and/or depicted on Attachment "B" ("Premises") attached hereto, which is a portion of a larger parcel of real property described on Attachment "A" ("Land").

2. SpectraSite and User entered into a Site Agreement ("Site Agreement") dated _____, for the purpose of installing, operating, and maintaining telecommunications equipment and other improvements on a portion of the Premises. All of the foregoing is set forth in the Site Agreement.

3. The term of the Site Agreement is for ten (10) years commencing on the earlier of: (i) the date User commences installation of its Equipment on the Site; or (ii) sixty (60) days from the Site Agreement Execution Date, (unless User is continuing to diligently pursue an Approval, in which case the date may be up to one hundred twenty [120] days from the Site Agreement Execution Date, depending upon the date of User obtaining the outstanding Approval), with the right to extend the Site Agreement for four (4) successive five (5) year periods.

4. The portion of the Premises being licensed to User is described and/or depicted in Attachment "C" ("Site Layout Plan"), and includes certain rights of access and utilities as provided in the Site Agreement (which may or may not be depicted in Attachment "C").

5. User agrees to prepare, execute and record a release within thirty (30) days of expiration or termination of the Site Agreement. User hereby irrevocably appoints SpectraSite as User's attorney-in-fact coupled with an interest to prepare, execute and record such release at User's expense, in the event User fails to record a release within the foregoing thirty (30) day period. User further grants to SpectraSite the right to assign this right to any entity that is the successor to SpectraSite's interest under the Site Agreement.

6. The purpose of this Memorandum is to give record notice of the Site Agreement and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum and the terms of the Site Agreement, the terms of the Site Agreement shall prevail.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum as of the date first written above.

SPECTRASITE:

TOWER ASSET SUB, INC., a Delaware corporation

By: [Signature] (Seal)
Name: James S. Lewis
Title: Director, Collocation
A Duly Authorized Individual

ATTEST:

[Signature]
Dennis Jay Sargent Jr.
Assistant Secretary

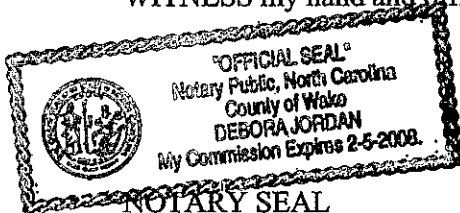
[AFFIX CORPORATE SEAL]

State of North Carolina

County of Wake

This instrument was acknowledged before me by JAMES S. LEWIS, who is the DIRECTOR, COLLOCATION, a Duly Authorized Individual of Tower Asset Sub, Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 15th day of April, 2005



Signature [Signature]

My commission expires: 2/5/2008

Memorandum of Site Agreement
sd

SpectraSite Site Name/No: Elsmere/CO-0094
User Site Name/No.: Constitution & Hwy 24/CO-2062
CAP ID No: 105437

USER:

NEW CINGULAR WIRELESS PCS, LLC, a
Delaware limited liability company, d/b/a
Cingular Wireless

By:  (Seal)

Name: DENNIS NEAL

Title: REAL ESTATE & CONSTRUCTION MGR.

State of Colorado

County of Adams

This instrument was acknowledged before me by Dennis Neal, who is the Real Estate & Construction mgr. of New Cingular Wireless PCS, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 16 day of March, 2005.


Signature Maureen R. Martinez

My commission expires: March 20, 2005



Memorandum of Site Agreement
sd

SpectraSite Site Name/No: Elsmere/CO-0094
User Site Name/No: Constitution & Hwy 24/CO-2062
CAP ID No: 105437


SpectraSite®

ATTACHMENT "A"
Land

Site No.: CO-0094
Parcel No.: 5332001003

Site Name: Elsmere
Address: 2870 Marksheffle Road
Colorado Springs, CO 80922

The Land is described as follows:

A PARCEL OF LAND SITUTATED IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS LOT 3, AKER'S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO.

Memorandum of Site Agreement
sd

SpectraSite Site Name/No: Elsmere/CO-0094
User Site Name/No: Constitution & Hwy 24/CO-2062
CAP ID No: 105437

ATTACHMENT "B"
Premises

Site No.: CO-0094

Site Name: Elsmere
Address: 2870 Marksheffle Road
Colorado Springs, CO 80922

The Premises is described as follows:

A PARCEL OF LAND SITUTATED IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED IN LOT 3, AKER'S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE N 90° 00' 00" E, A DISTANCE OF 315.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE N 00° 00' 00" W, A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING:

THENCE S 90° 00' 00" W, 40.00 FEET;
THENCE N 90° 00' 00" W, 40.00 FEET;
THENCE N 90° 00' 00" E, 40.00 FEET;
THENCE S 90° 00' 00" E, 40.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,600.00 SQUARE FEET, MORE OR LESS.

EASEMENT DESCRIPTION - 20' INGRESS-EGRESS & UTILITY EASEMENT

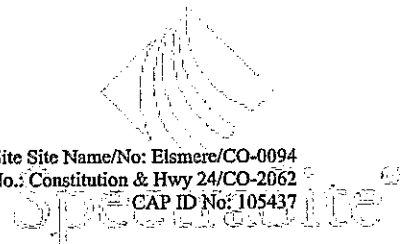
AN EASEMENT 20' IN WIDTH, OVER AND ACROSS A PORTION OF LOT 3, AKER'S SUBDIVISION NO. 1, SITUTATED IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID EASEMENT BEING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3,
THENCE N 00° 00' 00" E, A DISTANCE OF 75.00 FEET ALONG THE WEST LINE OF SAID LOT 3 AND THE EAST LINE OF AKER'S DRIVE, A DEDICATED STREET, TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION.

THENCE N 90° 00' 00" E, 275.00 FEET TO A POINT ON THE WEST LINE OF THE LEASE PARCEL, SAID POINT BEING N 00° 00' 00" W, A DISTANCE OF 10.00 FEET FROM THE SOUTHWEST CORNER OF THE LEASE PARCEL, AND THE POINT OF TERMINUS OF THIS EASEMENT.

Memorandum of Site Agreement
sd

SpectraSite Site Name/No: Elsmere/CO-0094
User Site Name/No.: Constitution & Hwy 24/CO-2062
CAP ID No: 105437



ATTACHMENT "C"
Site Layout Plan

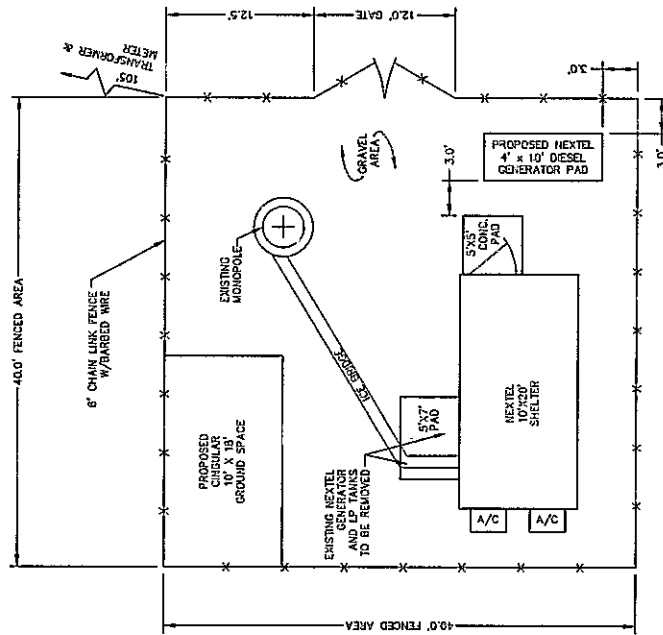
Site No.: CO-0094

Site Name: Elsmere
Address: 2870 Marksheffle Road
Colorado Springs, CO 80922

See attached Site Layout Plan.

Memorandum of Site Agreement
sd

SpectraSite Site Name/No: Elsmere/CO-0094
User Site Name/No: Constitution & Hwy 24/CO-2062
CAP ID No: 105437



PLAN VIEW

- LEGEND:
- ⊙ GROUNDING TEST WELL
 - ⊙ SERVICE PAD
 - ⊙ GENERATOR RECEPTACLE
 - ⊙ ELECTRICAL SERVICE DISCONNECT
 - M METER
 - LD LOST BRIDGE
 - LB LOST BRIDGE
 - PP POWER POLE

DIMENSIONS NOT VERIFIED
BY LICENSED SURVEYOR

GRAPHIC SCALE
(IN FEET)
1 inch = 10 Feet



DATE	12/6/00	EXHIBIT PURPOSE ONLY	DRAWING NO.
APPROVED		NOT FOR CONSTRUCTION	SPI
DRAWN BY	RMA		
<p>MASTER SITE PLAN</p> <p>SpectraSite</p> <p>400 REGENCY FOREST DRIVE</p> <p>CARY, NORTH CAROLINA 27511</p> <p>ELSMERE [CO-0094]</p>			
NO.	DATE	DESCRIPTION	BY
1	12/6/00	ADDED GROUNDING COLLOCATION	RMA
2	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA
3	12/6/00	REMOVED NEXTEL GENERATOR, SHED TO BE REMOVED	RMA
4	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA
5	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA
6	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA
7	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA
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98	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA
99	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA
100	12/6/00	ADDED NEXTEL GENERATOR LOCATION	RMA





PLAN

USE REVIEW DIVISION

ROBERT C. "BOB" BALINK

El Paso County, CO

12/07/2006 11:30:48 AM

Doc \$0.00 Page

Rec \$16.00 1 of 2



206177824

APPLICATION FORM FOR WAIVER OF REPLAT (WR)

Applicant: Yergensen Obering & Whittaker PC Telephone 475-8133 Fax 475-8324
Address: 115 S Weber St Ste 200 Zip Code 80903 e-mail Jdepatie@yowarch.com
Owner: Research Professional Group LLC Telephone 527-0313 Fax 527-0337
Address: 1330 Quail Lake Loop Ste 200 Zip Code 80906 e-mail Troy@nieburgolf.com
Tax Schedule No(s). 62363-01-010 - 62363-01-011
Address of parcel 8520 & 8580 Scarborough Dr Zone OC/OA
Acreage 2.8 Date of Annexation 1982
Direction from nearest street intersection NE / Research Pkwy & Scarborough Dr
Describe proposed improvements 2 story 34,740 SF Medical & Office Building

OFFICIAL CITY PLANNING USE:

Fee Receipt # 15688Application Review Track: AR CPC Date Application Accepted Completed Form ✓Vicinity Map ✓Site Plans (8) ✓Authorization(s) ✓Assigned to: AndreaExpress ☐ Standard ☒Modified Distribution (see back) ☐ No Distribution ☐Proof of Creation Date ✓Copy of Recorded Plat ✓Signature Statement on Plan ✓Legal Description ✓Intake Staff Lonna Thelen

OWNER/APPLICANT ACKNOWLEDGEMENT OF RESPONSIBILITIES:

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I(we) am(are) fully aware that any misrepresentation of any information on this application may be grounds for denial of this application. I agree that if this request is approved, it is issued on the representations made in this submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. The applicant/owner by their signature understands and agrees that they are responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan (including landscaping, paving, lighting, etc.) prior to receiving a Certificate of Occupancy.

Signature of Owner

Date

Signature of Applicant

Date

RETURN TO LYDIA-WIIL PICK UP -MC 1378

Waiver of Replat 3-9-2006

AR WR 06-00638

ROBERT C. "BOB" BALINK
09/25/2007 03:31:00 PM
Doc \$0.00 Page
Rec \$16.00 1 of 14

El Paso County, CO



207124620

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER [optional]

B SEND ACKNOWLEDGMENT TO (Name and Address)

Gerard A Hefner, Esq
CADWALADER, WICKERSHAM & TAFT LLP
One World Financial Center
New York, New York 10281

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME

AMERICAN TOWER ASSET SUB, LLC

OR 1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS

c/o American Tower Corp, 116 Huntington Avenue, 11th Floor

CITY

Boston

STATE

MA

POSTAL CODE

02116

COUNTRY

USA

1d TAX ID # SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

1e TYPE OF ORGANIZATION

limited liability company

1f JURISDICTION OF ORGANIZATION

Delaware

1g ORGANIZATIONAL ID # if any

DE 4297813

☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d TAX ID # SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

2e TYPE OF ORGANIZATION

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATIONAL ID # if any

☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME

AMERICAN TOWER DEPOSITOR SUB, LLC

OR 3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS

c/o American Tower Corp, 116 Huntington Avenue, 11th Floor

CITY

Boston

STATE

MA

POSTAL CODE

02116

COUNTRY

USA

4 This FINANCING STATEMENT covers the following collateral

See Exhibit A, attached hereto and made a part hereof

5 ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6 ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors Debtor 1 Debtor 2

8 OPTIONAL FILER REFERENCE DATA

(88468 526) Colorado, El Paso County

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/98)

NATUCCI - 5/4/01 CT System Online

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a ORGANIZATION'S NAME		
AMERICAN TOWER ASSET SUB, LLC		
OR		
9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10 MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a ORGANIZATION'S NAME				
OR				
11b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID # if any <input type="checkbox"/> NONE

12 ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a ORGANIZATION'S NAME			
OR			
12b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13 This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing

14 Description of real estate

See Exhibit B and Exhibit D, attached hereto and made a part hereof

15 Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16 Additional collateral description

17 Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18 Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

COLLATERAL DESCRIPTION

The UCC-1 Financing Statement, Form UCC-1, to which this Exhibit A is attached covers all right, title, and interest, whether now owned or hereafter acquired, of AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company ("**Debtor**"), in and to the following (collectively, the "**Mortgaged Property**")

- (A) Debtor's fee simple estate in the parcel(s) of real property, if any, described on Exhibit B attached hereto and made a part hereof (the "**Owned Land**") and all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (hereinafter defined) (the "**Improvements**"),
- (B) the leasehold estate created under and by virtue of the agreement(s) described on Exhibit C, attached hereto and made a part hereof (the "**Mortgaged Lease**"), any interest in any fee, easement, easement in gross, or other greater or lesser title to Debtor's leasehold estate or easement interest in the parcel(s) of real property (if any), described on Exhibit D, attached hereto and made a part hereof (the "**Leased Land**") (the Leased Land and the Owned Land are collectively referred to herein as the "**Land**"), (the Owned Land, the Leased Land, and the Improvements are collectively referred to herein as the "**Real Estate**") and the Improvements located thereon that Debtor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Mortgaged Lease or otherwise) and all credits, deposits, options, privileges and rights of Debtor under the Mortgaged Lease (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation, but subject to the limitations of Section 32(f) of the Security Instrument (hereinafter defined), (i) the right to give consents, (ii) the right to receive moneys payable to Debtor, (iii) the right, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms, (iv) the right, if any, to purchase the Leased Land and Improvements located thereon and (v) the right to terminate or modify the Mortgaged Lease), all of Debtor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of the Mortgaged Lease by the lessor thereunder or any other party,
- (C) all right, title and interest Debtor now has or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Debtor or held pursuant to the Mortgaged Lease or otherwise) and all the estate, right, title, claim or demand whatsoever of Debtor, in possession or expectancy, in and to the Real Estate or any part thereof,
- (D) all right, title and interest of Debtor in, to and under all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances

belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof,

- (E) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, loading and unloading equipment and systems, communication systems (including satellite dishes and antennae), computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this Paragraph (E) being referred to as the "**Equipment**"),
- (F) all right, title and interest of Debtor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Debtor,
- (G) all right, title and interest of Debtor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Debtor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "**Leases**"), and all rights of Debtor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (collectively, the "**Rents**"),
- (H) all unearned premiums under insurance policies now or subsequently obtained by Debtor relating to the Real Estate or Equipment and Debtor's interest in and to all such insurance policies (including title insurance policies) and all proceeds of such insurance policies, including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth in the Security Instrument and in that Loan and Security Agreement, of even date with the Security Instrument, made by and among Debtor, AMERICAN TOWER ASSET SUB II, LLC, a Delaware limited

liability company, and Secured Party (hereinafter defined) (the "**Loan Agreement**"), and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein, subject to the provisions relating to such awards and compensation generally set forth in the Security Instrument and in the Loan Agreement,

- (I) to the extent assignable, all right, title and interest of Debtor in and to (i) all contracts from time to time executed by Debtor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate,
- (J) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Secured Party as provided in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 4, 2007, made by Debtor for the benefit of AMERICAN TOWER DEPOSITOR SUB, LLC, a Delaware limited liability company ("**Secured Party**") (the "**Security Instrument**") (capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Security Instrument), and,
- (K) all proceeds, both cash and noncash, of the foregoing.

EXHIBIT B

OWNED LAND

(attached hereto)

DESCRIPTION OF THE OWNED LAND
(El Paso County, Colorado)

The legal description for each of the following sites is attached

Tower 302460

Site Number 302460
Site Name Black Forest
County El Paso
State Colorado

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23 THENCE SOUTH 89°25'33" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23 A DISTANCE OF 1338.64 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23, THENCE NORTH 00°14'59" WEST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF HODGEN ROAD AS DESCRIBED IN BOOK 571 AT PAGE 419 OF SAID EL PASO COUNTY RECORDS, THENCE SOUTH 89°26'37" WEST ALONG THE NORTH RIGHT OF WAY OF SAID HODGEN ROAD A DISTANCE OF 200.06 FEET, THENCE NORTH 00°13'03" WEST A DISTANCE OF 269.91 FEET, THENCE NORTH 89°26'06" EAST A DISTANCE OF 199.91 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 23, THENCE SOUTH 00°14'59" EAST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 23 A DISTANCE OF 269.94 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 53,981 SQUARE FEET OR 1.2392 ACRES MORE OR LESS

EXHIBIT C

MORTGAGED LEASE

(attached hereto)

DESCRIPTION OF THE TRUST LEASE
(El Paso County, Colorado)

Tower	Title	Date	Lessor	Lessee
302459	Communications Site Lease (Colorado Mortgaged Lease)	February 27, 1996	Electronic Drive LLC	OneComm Corporation, NorthA

Lease Amendments

Colorado

Borrower: *American Tower Asset Sub, LLC*

Tower	Site Name	Amendment	Date
302459	Elsmere CO 1	First Amendment to the Lease	4/29/1996
302459	Elsmere CO 1	Second Amendment to the Lease	12/2/1996

Other amendments will not have a material adverse affect

EXHIBIT D

LEASED LAND

(attached hereto)

DESCRIPTION OF THE LEASED LAND
(El Paso County, Colorado)

The legal description for each of the following sites is attached

Tower 302459

SITE 302459
ELSMERE CO 1
EL PASO COUNTY
COLORADO

A PARCEL OF LAND SITUTATED IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED IN LOT 3, AKER'S ACRES SUBDIVISION NO 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3,

THENCE N 90° 00' 00" E, A DISTANCE OF 315 00 FEET ALONG THE SOUTH LINE OF SAID LOT 3,

THENCE N 00° 00' 00" W, A DISTANCE OF 65 00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING

THENCE S 90° 00' 00" W, 40 00 FEET,

THENCE N 90° 00' 00" W, 40 00 FEET,

THENCE N 90° 00' 00" E, 40 00 FEET,

THENCE S 90° 00' 00" E, 40 00 FEET TO THE TRUE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,600 00 SQUARE FEET, MORE OR LESS

RESOLUTION NO. 07-397BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE USE SUBJECT TO SPECIAL REVIEW TO ALLOW A
TELECOMMUNICATIONS TOWER (AL-07-009)-D & K ACKERS, LLC, AND
AMERICAN TOWER

WHEREAS, D & K Ackers, LLC, (Owner) and American Tower (Applicant) did file an application with the Development Services Department of El Paso County for approval of a Use Subject to Special Review to allow a telecommunications tower within the M (Manufacturing) District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on August 7, 2007, upon which date the Planning Commission did by formal resolution recommend approval of the subject Use Subject to Special Review with conditions and notations; and

WHEREAS, a public hearing was held by this Board on October 11, 2007; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations for 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 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 Use Subject to Special Review conforms to Section 35.11, Standards Governing the Approval or Disapproval of a Petition for a Use Subject to Special Review, of the El Paso County Zoning Resolutions.
4. That the use is consistent with the adopted long-range plans for El Paso County.
5. That neighboring land uses are compatible with the contemplated use.
6. That the use will not result in an over-intensive use of land.

7. That the use will not result in undue traffic congestion or traffic hazards.
8. That the use will not be unreasonably detrimental to the public health, safety and welfare.
9. That the use is consistent with the El Paso County Land Development Guidelines.
10. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
11. That existing or approved towers can accommodate the telecommunications equipment planned for the proposed tower.
12. That the proposed tower is not a hazard to aircraft.
13. That the tower is placed on the property to contain on-site all ice-fall or debris from other failure.
14. That the proposed tower does/does not provide for shared capacity.
15. That the tower has the least adverse visual impact on the environment from a practical point of view.
16. That the proposed tower does not emit radiation that will adversely affect human health.
17. That the proposed tower is the minimum height needed to accommodate the antenna.
18. That the proposed tower does comply with all applicable federal and state regulations.
19. That the design of the proposed tower does insure structural integrity.
20. That the proposed tower has adequate measures to minimize the attractive nuisance potential and to insure the security thereof.
21. That for the above-stated and other reasons, the proposed Use Subject to Special Review 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 petition by D & K Ackers, LLC, (Owner) and American Tower (Applicant) for a Use Subject to Special Review to allow a telecommunications tower within the M (Manufacturing) Zone District for property located within the unincorporated area of El Paso County more particularly described in Exhibit A;

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

CONDITIONS:

1. Approval is limited to one (1) commercial tower and associated antennae as depicted on the applicant's letter of intent, site plan and elevation drawing, with a maximum height of seventy-eight (78) feet above the natural ground surface.
2. The tower site shall be security fenced prior to operation.
3. The equipment building shall either be natural concrete/stone exterior or shall be painted in a color that will blend with the surrounding area.
4. Any co-location or additional antenna on the tower other than that shown on the attached Exhibit B shall be subject to Board of County Commissioners' approval through a public hearing process utilizing public notification on the proposal.
5. The current white flashing light atop of the existing tower shall be removed and/or replaced with a steady red light as approved by the Colorado Springs Airport Advisory Committee.
6. The tower is limited to its existing height of 78' tall.
7. Any subsequent co-location, additional equipment shelter or additional antenna on the tower site other than that shown on the site plan shall be subject to administrative review and approval by the Development Services Department.

NOTATIONS:

1. The Board of County Commissioners may consider revocation and/or suspension if zoning regulations and/or Special Use conditions/standards are being violated, preceded by notice and public hearing.*

2. If the Special Use is discontinued or abandoned for two (2) years or longer, the Special Use shall be deemed abandoned and of no further force and effect.*

* The above Notations are abbreviated; they have the same force and effect as the items found within their entirety in the El Paso County Land Development Code.

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

DONE THIS 11th day of October 2007, at Colorado Springs, Colorado.

ATTEST:

By:


Alberto Bahnd
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

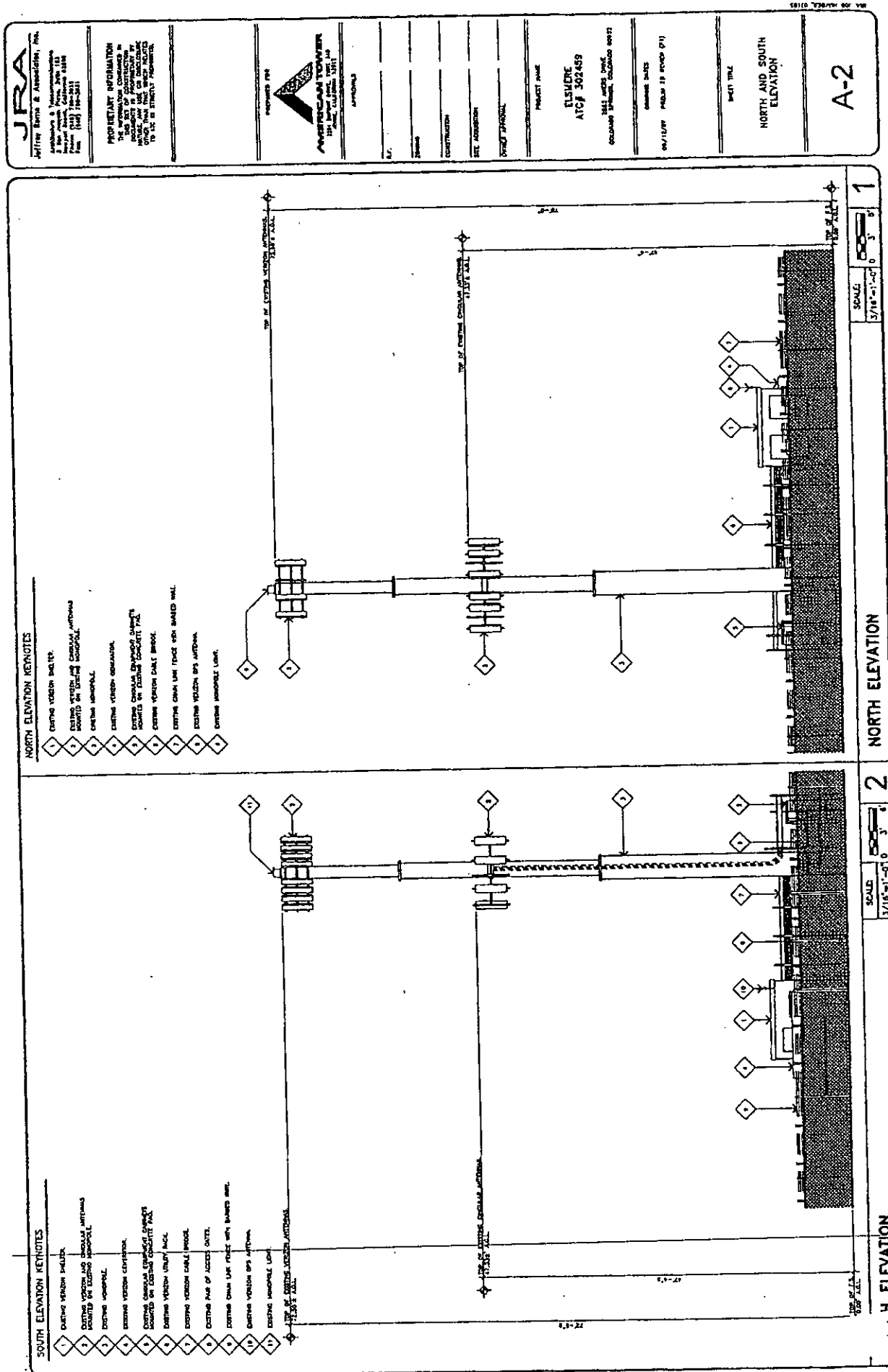
By:

Don Hays
Chair

Resolution No. 07-397
Exhibit A

A parcel of land situated in the Northeast 1/4 and Southeast 1/4 of Section 32,
Township 13 South, Range 65 West of the 6th Principal Meridian; further described as
Lot 3, Aker's Acres Subdivision No. 1, El Paso County, Colorado.

Resolution No. 07-397
Exhibit B



Prepared by and Return to:
Attorney Todd McElheney
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
Site No. 302459 Elsmere CO

ROBERT C. "BOB" BALINK El Paso County, CO
02/17/2009 08:39:59 AM
Doc \$0.00 Page
Rec \$61.00 1 of 12 209015095

(Recorder's Use Above this Line)

STATE OF COLORADO

COUNTY OF El Paso

Premises Parcel No.:

533 2001003

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of 12/18, 2008, by and between American Tower Asset Sub, LLC a Delaware limited liability company ("Grantee"), and D&K Ackers LLC, a Colorado limited liability company ("Grantor").

BACKGROUND

Grantor is the owner of the real property described on Attachment "A" hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its customers, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Attachment "B" hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Attachment "C" hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement, including but not limited to those set forth in Sections 1, 10, 11, 12, 23 and 25, shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations

of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. In the event that the use of the Easements is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of two (2) years, and, following the expiration of such 2 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee, which notice shall assert that non-response will result in termination of the Easements.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. The Exclusive Easement shall be used by Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and other related uses in connection therewith. Grantee may make any improvements, alterations or modifications to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall be locating expensive telecommunications equipment in the Exclusive Easement and that Grantee, in order to comply with FCC regulations, must construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its customers, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its customers, lessees, sublessees, licensees, agents, successors and assigns; and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its customers', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee or its licensees and customers shall have the right to erect, install, maintain, replace and operate on the Exclusive Easement such equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures and other personal property currently on the Exclusive Easement, shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the term of this Agreement and within 90 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, including but not limited to an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Easements, free and clear of all liens and encumbrances, except as set forth on the attached Attachment "D", and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 22 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the term of this Agreement without any hindrance, molestation or ejection by any party whomsoever.

(b) During the term of this Agreement, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Grantee hereby agrees to pay any increase in real property taxes levied against the Premises which are directly attributable to Grantee's use of the Easements (but not, however, taxes attributable to periods prior to the date of this Agreement such as roll-back or greenbelt assessments) if Grantor furnishes proof of such increase to Grantee. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.

(c) Unless the Exclusive Easement already constitutes a separate tract or tax parcel, Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Easements that would adversely affect Grantee's use of the Easements.

(e) Grantor will comply, with all environmental, health and safety laws with respect to the Premises.

(f) Grantor hereby agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein or in any agreement executed in connection herewith.

10. Non-Disturbance. During the term of this Agreement, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements. Grantee and its customers are currently utilizing the Exclusive Easement for the purpose of transmitting and receiving telecommunication signals, including but not limited to wireless telecommunications signals. Grantor and Grantee recognize that Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, or if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, licensees, employees, agents, contractors, successors, assigns, assignees, and sublessees, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation of such utility lines upon the Premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Exclusive Easement described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is

specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgage. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgage is also given and that, in the event of any such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgage shall have the right for a period of 90 days after receipt of written notice from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgage as though the same had been made or performed by the Grantee. Grantor agrees that it shall enter into any reasonable amendment hereto requested by Grantee's current or proposed mortgagee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantee: American Tower Asset Sub, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

To Grantor: D&K Ackers LLC
P.O. Box 38517
Colorado Springs, CO 80937

With copy to: American Tower Asset Sub, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at

the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement, the Easement Acquisition Agreement by and between Grantor and Grantee, and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be relocated, Grantor hereby consents to the reasonable relocation of such improvements to accommodate such requirements. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement that will accommodate the requirements for any relocated tower, including its access and utility needs. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain lease, dated February 27, 1996 originally by and between Electronic Drive LLC and OneComm Corporation, N.A., as amended from time to time (collectively, the "Lease"), which Lease is memorialized in a document recorded as Reception No. 99115576, in the El Paso County, Colorado land records. Grantor hereby acknowledges that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement, and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

WITNESSES:

Michael Carroll
Print Name: MICHAEL CARROLL

Michael Carroll
Print Name: MICHAEL CARROLL

GRANTOR:

D&K Ackers LLC
a Colorado limited liability company
by:

Bradley L. Kuhn (Seal)
Its: Member
Date: 11-21-08

ACKNOWLEDGEMENT

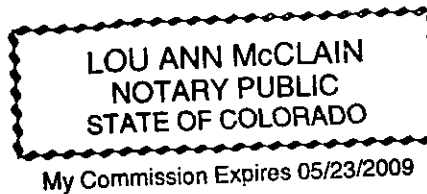
State of COLORADO
County of EL PASO

On 11-21-08, before me, Lou Ann McClain

personally appeared BRADLEY KUHN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Lou Ann McClain (Seal)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

WITNESSES:

Michael Carroll
Print Name: MICHAEL CARROLL

Michael Carroll
Print Name: MICHAEL CARROLL

GRANTOR:

D&K Ackers LLC
a Colorado limited liability company
by:

Lawrence Dillie (Seal)

Lawrence Dillie

Its: Member

Date: 11-20-08

ACKNOWLEDGEMENT

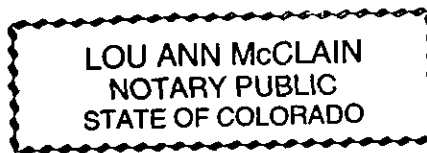
State of COLORADO
County of EL PASO

On 11-21-08, before me, Lou Ann McClain

personally appeared Lawrence Dillie, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Lou Ann McClain (Seal)



My Commission Expires 05/23/2009

WITNESSES:

Print Name: BEN MYERS

Print Name: Ben Myers

GRANTEE:

American Tower Asset Sub, LLC
a Delaware limited liability company

By: Jason D. Hirsch

Its: Vice President, Land Management

Date: 12/18/08


Commonwealth of Massachusetts
County of Middlesex

This instrument was acknowledged before me by Jason D. Hirsch, who is the Vice President, Land Management, a Duly Authorized Individual, of American Tower Asset Sub, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 18th day of December, 2008.

NOTARY SEAL

Notary Public
My Commission Expires: _____

 **TODD X. McELHENY**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 4, 2012

Attachments:

- Attachment "A" – Premises (legal description of Premises to be attached)
- Attachment "B" – Exclusive Easement (legal description of Exclusive Easement to be attached)
- Attachment "C" – Access and Utility Easement (legal description of Access and Utility Easement to be attached)
- Attachment "D" – Permitted Encumbrances (Permitted Encumbrances to be attached)

Attachment "A" – Premises

Lot 3 in Akers Acres Subdivision No. 1, El Paso County, Colorado.

Attachment "B" – Exclusive Easement

This Attachment B May be Replaced by an As-Built Survey at Grantee's option depicting the Exclusive Easement, Access and Utilities Easements and if applicable, guy wire and guy anchor easements

A parcel of land situated in the Northeast Quarter and the Southeast Quarter of Section 32, Township 13 South, Range 65 West of the 6th Principal Meridian; being further described as being located within Lot 3, AKER'S ACRES SUBDIVISION NO. 1, El Paso County, Colorado and being more particularly described as follows:

Commencing at the Southwest corner of said Lot 3; thence N 90°00'00" E a distance of 315.00 feet along the South line of said Lot 3; thence N 00°00'00" W, a distance of 65.00 feet to the Southeast corner of the lease parcel and the True Point of Beginning; thence S 90°00'00" W, 40.00 feet; thence N 00°00'00" W, 40.00 feet; thence N 90°00'00" E, 40.00 feet; thence S 00°00'00" E, 40.00 feet to the Point of Beginning.

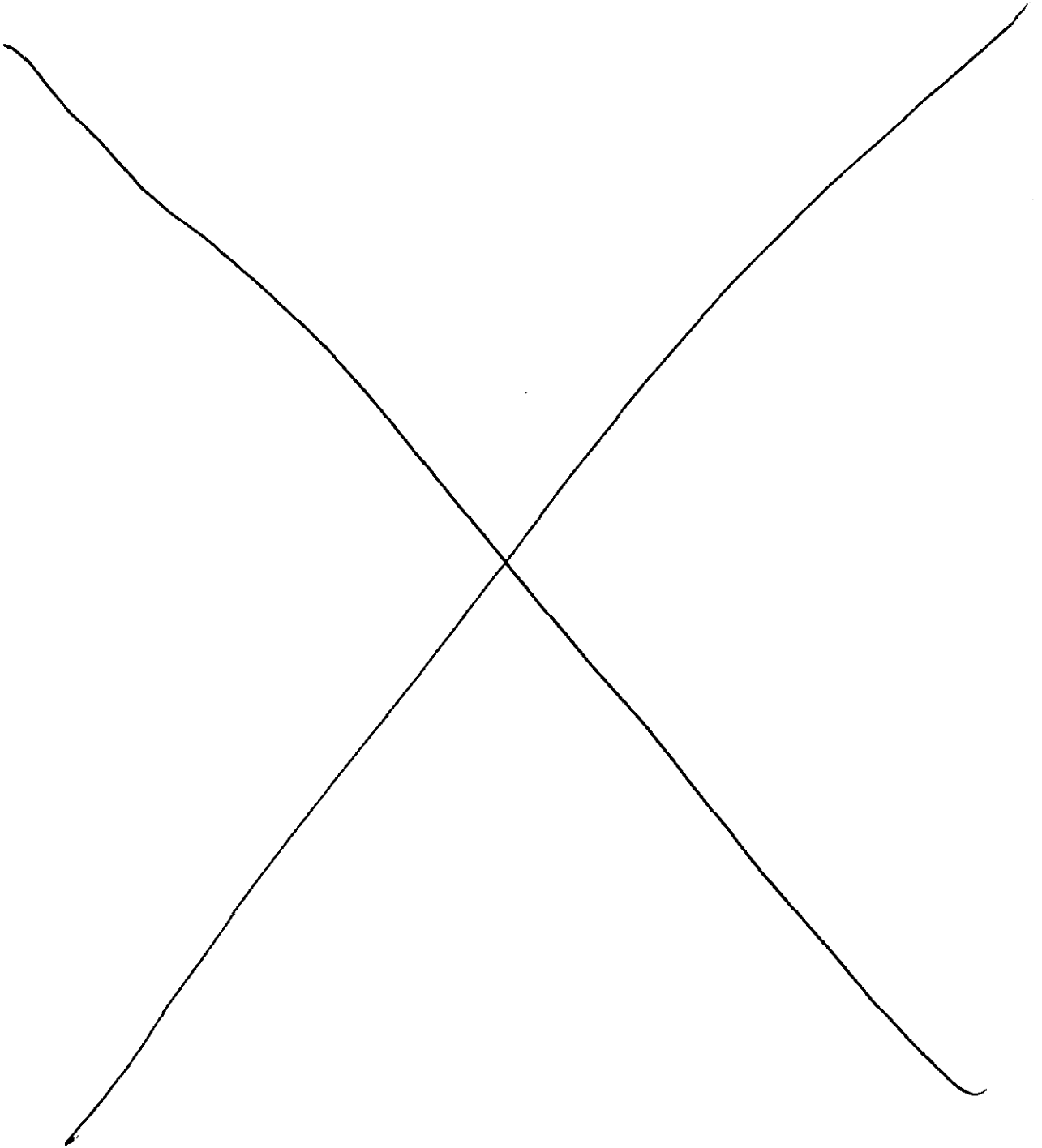
Attachment "C" – Access and Utility Easement

This Attachment C May be Replaced by an As-Built Survey at Grantee's option depicting the Exclusive Easement, Access and Utilities Easements and if applicable, guy wire and guy anchor easements

An ingress—egress and utility easement 20 feet in width, over and across a portion of Lot 3, AKER'S ACRES SUBDIVISION NO. 1, situated in the Northeast Quarter and the Southeast Quarter of Section 32, Township 13 South, Range 65 West of the 6th Principal Meridian, El Paso County, Colorado, said easement being 10.00 feet on either side of the following described centerline:

Commencing at the Southwest corner of said Lot 3; thence N 00°00'00" E, a distance of 14.30 feet along the West line of said Lot 3 and the East line of Aker's Drive, a dedicated street, to the TRUE POINT OF BEGINNING o this easement description; thence N 90°00'00" E, 295.28 feet; thence N 00°00'00" W, 50.70 feet to the South line of the Lease parcel, and the Point of Terminus of this easement.

Attachment "D" – Permitted Encumbrances



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT TE-14

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this 18th day of June, 2009, between D & K Ackers, LLC, whose address is PO Box 38517, Colorado Springs, CO 80937-8517, hereinafter called the Grantors, for and in consideration of the sum of Six Hundred Sixty Seven Dollars and No Cents (\$667.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E. Vermijo Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the End of the project, whichever comes first. The following is the described premises:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

This temporary construction easement is for the following purposes, which include but are not limited to: roads, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

That portion of the easement that pertains to slope control is subject to the following conditions: At no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket, as may be recommended by the Natural Resources Conservation Service, any disturbed area.

IN WITNESS WHEREOF, the Grantors have executed this Temporary Construction Easement Agreement this 18 day of June, 2009.

D & K Ackers, LLC

By: Bradley L. Kuhn
Bradley L. Kuhn, Manager

By: Lawrence R. Dillie
Lawrence R. Dillie, Manager

ROBERT C. "BOB" BALINK El Paso County, CO

07/07/2009 08:24:12 AM

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Rec: \$0.00 1 of 4



209077956

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 18 day of June, 2009, by Bradley L. Kuhn and Lawrence R. Dillie as Managers for D & K Ackers, LLC.

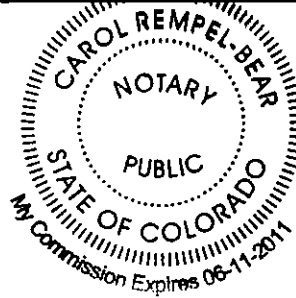
Witness my hand and official seal.

Carol Rempel-Bear
Notary Public

My Commission Expires: 6-11-2011

ATTEST:

Robert C. Balink
County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

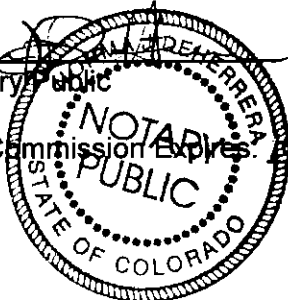
By: Jim Bensberg
Jim Bensberg, Chairman

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 2nd day of July, 2009, by Jim Bensberg, Chairman of the Board of County Commissioners of El Paso County, Colorado, and as attested to by Robert C. Balink, County Clerk and Recorder

Witness my hand and official seal.

Robert C. Balink
Notary Public
My Commission Expires: 9/6/12



PARCEL DESIGNATION:	5332001003	DATE:	May 26, 2009
OWNER:	D & K ACKERS LLC (Owner current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT - TE 14

A temporary construction easement located in the East Half of Section 32, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, and a portion of Lot 3, AKER'S ACRES SUBDIVISION NO.1, according to the plat thereof recorded in Plat Book H-2 at Page 48 of the records of El Paso County, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap, PLS 17496, representing the northeast corner of the Southeast Quarter of said Section 32;

Thence South 0°33'47" East on the east line of said Southeast Quarter a distance of 262.07 feet;

Thence South 89°26'13" West a distance of 30.00 feet to the southeast corner of said Lot 3;

Thence South 89°26'13" West on the south line of said Lot 3 a distance of 71.14 feet to the **POINT OF BEGINNING**;

Thence South 89°26'13" West on said south line a distance of 10.00 feet;

Thence North 0°37'24" West a distance of 342.00 feet to the north line of said Lot 3;

Thence North 89°26'13" East on said north line a distance of 10.00 feet;

Thence South 0°37'24" East a distance of 342.00 feet to the **POINT OF BEGINNING**.

Said easement contains 3,420 square feet or 0.079 acres more or less.

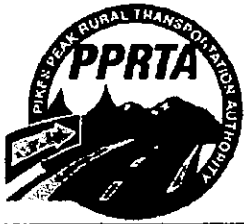
EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

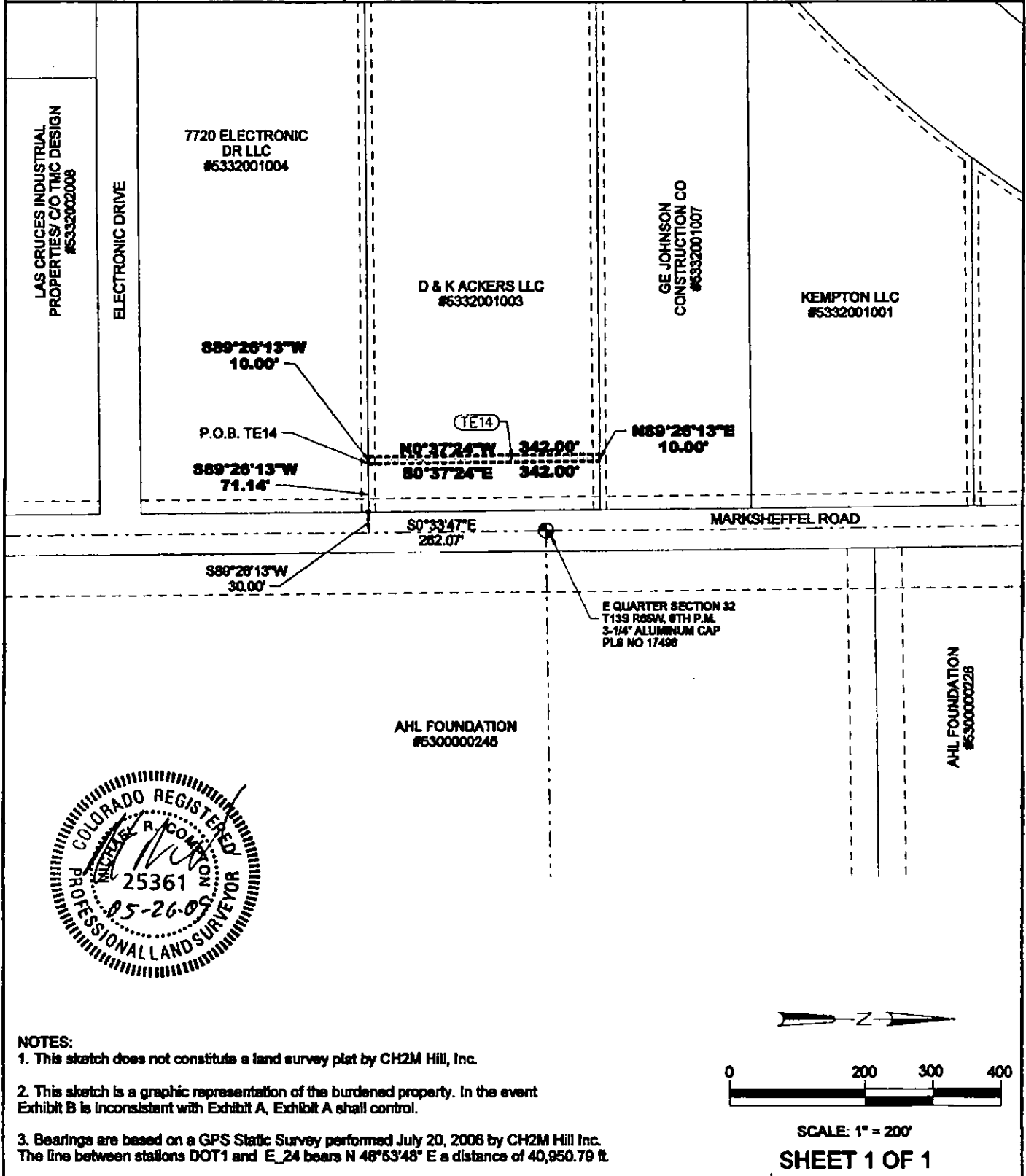
Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.



This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.

90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

DATE: 26-MAY-2009	EXHIBIT B SKETCH TEMPORARY CONSTRUCTION EASEMENT TE14 PARCEL 5332001003 SECTION 32 T 13 S, R 65 W, 6TH P.M. EL PASO COUNTY, COLORADO	
DRAWN BY: L STUDER		
CHECKED BY: M COMPTON		
APPROVED BY: M COMPTON		
DRAWING: 5332001003-te14.dgn		



R 09-251

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT TEPE14

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this 16 day of October, 2009, between D & K Ackers, LLC, whose address is PO Box 38517, Colorado Springs, CO 80937-8517, hereinafter called the Grantors, for and in consideration of the sum of ~~No Dollars and No Cents (\$0.00)~~ ^{Twenty Dollars (\$20.00)} and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E. Vermijo Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the End of the project, whichever comes first. The following is the described premises:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

This temporary construction easement is for the following purposes, which include but are not limited to: roads, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

That portion of the easement that pertains to slope control is subject to the following conditions: At no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket, as may be recommended by the Natural Resources Conservation Service, any disturbed area.

IN WITNESS WHEREOF, the Grantors have executed this Temporary Construction Easement Agreement this 16 day of October, 2009.

D & K Ackers, LLC

By: Bradley L Kuhn
Bradley L Kuhn, Manager

By: Lawrence R Dillie
Lawrence R. Dillie, Manager

ROBERT C. "BOB" BALINK
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Rec \$21.00 1 of 4

El Paso County, CO



209137511

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 16th day of October, 2009, by Bradley L. Kuhn and Lawrence R Dillie as Managers for D & K Ackers, LLC.

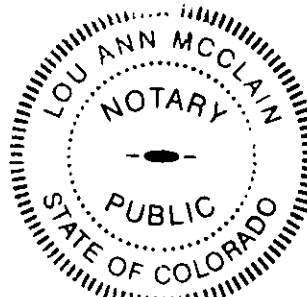
Witness my hand and official seal.

Lou Ann McClain
Notary Public

My Commission Expires: 5-23-2013

ATTEST

By: Robert C. Balink
County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

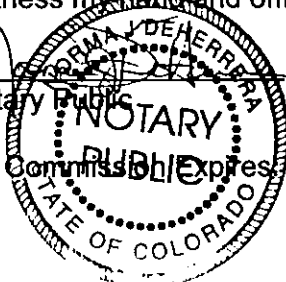
By: Jim Bensberg
Jim Bensberg, Chairman

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 9th day of July, 2009, by Jim Bensberg, Chairman of the Board of County Commissioners of El Paso County, Colorado; and as attested to by Robert C. Balink County Clerk and Recorder

Witness my hand and official seal.

Norma J. DeHerrera
Notary Public
My Commission Expires: 10/6/12



PARCEL DESIGNATION:	5332001003	DATE:	September 10, 2009
OWNER:	D & K ACKERS LLC (Owner current as of the date of certification hereon)		

EXHIBIT A

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT - PE 14

A temporary construction easement located in the East Half of Section 32, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, and a portion of Lot 3, AKER'S ACRES SUBDIVISION NO.1, according to the plat thereof recorded in Plat Book H-2 at Page 48 of the records of El Paso County, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap, PLS 17496, representing the northeast corner of the Southeast Quarter of said Section 32;

Thence South 0°33'47" East on the east line of said Southeast Quarter a distance of 262.07 feet;

Thence South 89°26'13" West a distance of 30.00 feet to the southeast corner of said Lot 3;

Thence South 89°26'13" West on the south line of said Lot 3 a distance of 51.14 feet to the **POINT OF BEGINNING**;

Thence South 89°26'13" West on said south line a distance of 20.00 feet;

Thence North 0°37'24" West a distance of 342.00 feet to the north line of said Lot 3;

Thence North 89°26'13" East on said north line a distance of 20.00 feet;

Thence South 0°37'24" East a distance of 342.00 feet to the **POINT OF BEGINNING**.

Said easement contains 6,840 square feet or 0.157 acres more or less.

EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.


Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.



This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.

90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

5332001003PE14-TE

DATE: 10-SEP-2009	EXHIBIT B SKETCH TEMPORARY CONSTRUCTION EASEMENT PE14 PARCEL 5332001003 SECTION 32 T 13 S, R 65 W, 6TH P.M. EL PASO COUNTY, COLORADO	
DRAWN BY: L STUDER		
CHECKED BY: T SHAUGHNESSY		
APPROVED BY: M COMPTON		
DRAWING: 5332001003-pe14-te.dgn		

