

FAX MEMO

Date: March 31, 2007

To: Jason
William Guman & Associates

Fax: 633-8429

From: Andrea Minnich
andreaminnich@msn.com

Phone: 492-0774

Pages: 11 (Including Cover Sheet)

Re: Title Work for 0 Judge Orr Road

Hope you can read this, some of the print is small. Also, I cannot find anything for the 14010 property.

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Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

NATIONAL HEADQUARTERS
SCHEDULE B-SECTION 2
EXCEPTIONS

CASE NO. 181049

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING 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 by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
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 record.
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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Road Order, by the Board of Commissioners of El Paso County, Colorado, which provides for public roads, 30 feet in width, adjacent to all exterior Section lines, recorded in Book 571 at Page 55.
8. Right of Way and/or Easement, given to Mountain States Telephone & Telegraph Company, for utility purposes, as described in instrument, recorded July 3, 1967 in Book 2187 at Page 313.
9. Terms, conditions, provisions, obligations and easements as contained in and created by Avigation & Hazard Easement recorded April 8, 1969 in Book 2285 at Page 310.
10. Right of Way and/or Easement, given to Mountain View Electric Assn., for utility purposes, as described in instrument, recorded March 12, 1971 in Book 2394 at Page 891.

*****CONTINUED**

Exception number NONE is hereby omitted.

The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.
- (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

SCHEDULE B-SECTION 2 - COMMITMENT NO. 181049N aew

This commitment is invalid unless the Insuring Provisions and Schedules A & B are attached

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Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

CASE NO. 181049

SCHEDULE B
EXCEPTIONS CONTINUED

11. Restrictions and conditions, contained in Deed recorded in Book 2470 at Page 792, which are unaccompanied by a right of forfeiture or reverter, but omitting restrictions, if any, based on race, color, religion or national origin.
12. Right of Way and/or Easement, given to Mountain States Telephone & Telegraph Company, for utility purposes, as described in instrument, recorded April 2, 1973 in Book 2574 at Page 331.
13. Terms, conditions, provisions, obligations and easements as contained in and created by Clear Zone Avigation Easement recorded October 11, 1990 in Book 5780 at Page 1348.
14. Right of Way and/or Easement, given to Mountain View Electric Association, Inc., for utility purposes, as described in instrument, recorded April 21, 1995 in Book 5636 at Page 890.

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ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

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CLEAR ZONE AVIGATION EASEMENT

THIS INDENTURE made this 7th day of September, 1990, between Randy M. Pech and Valery J. Pech, hereinafter referred to as the "Grantors," and the Meadow Lake Airport Association, a Colorado not for profit corporation, hereinafter referred to as the "Grantee."

The Grantors, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee to the Grantors, the receipt and sufficiency of which are hereby acknowledged, do hereby grant unto the Grantee, its successors and assigns a perpetual and assignable easement over that certain parcel of land which the Grantors own in fee simple lying within the approach area as hereinafter described of Runway 15 of the Meadow Lake Airport, situate in the County of El Paso, State of Colorado, described on Exhibit A attached hereto.

The Grantors agree that they, their heirs, successors and assigns shall not hereafter erect or permit the erection of any structure or growth of any tree or other object within the parcel lying within the said Runway 15 clear zone approach area to a height above the clear zone approach surface hereinafter described. The runway clear zone approach area is delineated on Exhibit B. Upon the recording of this Clear Zone Avigation Easement, any prior clear zone avigation easement across Grantors' real property for Runway 15 shall be replaced by this Clear Zone Avigation Easement.

The Grantors further agree that the easement and rights hereby granted to the Grantee are and over that portion of the parcel which lies within the said Runway 15 clear zone approach area for the purpose of ensuring that the said Runway 15 clear zone approach area shall remain free and clear of any structure, tree or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing or take off from the said Meadow Lake Airport; that these rights shall include, but not be limited to, the following:

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1. For the use and benefit of the public the right of flight for the passage of aircraft in the airspace above the Runway 15 clear zone approach surface hereinafter described, together with the right to cause in said airspace such noise and such incidence of flight as may be inherent in the operation of aircraft, now known or hereafter used for navigation or of flight in air, using said airspace taking off from, landing at or operating on Meadow Lake Airport.

2. The continuing and perpetual right to reasonably trim trees, bushes, shrubs or any other perennial growth or undergrowth extending into or which in the future could extend into or above the clear zone approach surface hereinafter described.

3. The right to remove, raise or destroy those portions of buildings, other structures and land extending into said Runway 15 approach surface, together with the right to prohibit the future erection of buildings or other structures which would extend into said surface.

4. The right to mark and light as obstructions to air navigation any and all structures, trees or other objects that may at any time project or extend above said surface.

5. The right of ingress to and egress from and passage over the land of the Grantee within the Runway 15 clear zone approach area hereinafter described for the above purposes.

The Runway 15 clear zone approach surface is a trapezoidal plane with a slope of 20 to one (one foot of elevation for each 20 feet of horizontal distance) located directly above the runway clear zone approach area hereinabove described, which inclined plane has an elevation of 6,574 feet mean sea level at its inner and lower edge 200 feet north of the displaced threshold on the approach end of Runway 15. The clear zone area diagram is attached as Exhibit C.

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the Grantee, its successors and assigns until said Meadow Lake Airport shall be abandoned and shall come to be used for public airport purposes.

received at 11:34 a.m. APR 8 1969

Record No. 659853 HARRIET SEALS

BOOK 2285 PAGE 310

AVIGATION EASEMENT

WHEREAS, HELEN DOLORES CONOVER, hereinafter called the Grantor, is the owner in fee simple of those certain parcels of land situated in the County of El Paso, State of Colorado, to-wit: all that property described on the attached Exhibit A, and

NOW THEREFORE, the Grantor, for herself, her heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell and convey unto the Meadow Lake Airport, presently an unincorporated association, hereinafter called the Grantee, its successors and assigns, ~~for the use and benefit of the aviation, an~~ easement and right of way, appurtenant to the Meadow Lake Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the surface of Grantor's property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise, vibration, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said Meadow Lake Airport not inconsistent with State or local law, and Grantor hereby waives, remises and releases any right or cause of action which she or her assigns now has or which she and her successors, administrators, executors, or assigns may have in the future against Grantee, its successors and assigns, due to such noise, vibration and other effects that may be caused by the operation of aircraft landing at, taking off from, or operation at or on said Meadow Lake Airport.

TO HAVE AND TO HOLD said easement and right of way and all rights appertaining thereto unto the Grantee, its successors and

M.S.T.C. R.O.W. # 23770

RIGHT OF WAY EASEMENT

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U. S. T. BY. CO.
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Correct:

Approved:

J. Palmer
Right Of Way Engineer

[Signature]
(Signature) (Title) Chief Engineer

THE UNDERSIGNED, for and in consideration of one and no/100 Dollars (\$ 1.00) in hand paid, the RECEIPT whereof is hereby confessed and acknowledged, hereby (grants) (grant) unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, poles, anchors, cables, wires and fixtures upon, under, over and across the property owned by the UNDERSIGNED, or in which the UNDERSIGNED (has) (have) any interest in an easement ten (10) feet in width and eight hundred seventy four (874) feet in length described as follows: Beginning at a point on the East boundary of Section 32 and the South Right-of-Way boundary of U. S. Highway 24, thence Southwest along Highway Right-of-Way four hundred seventy six (476) feet to the true point of beginning, thence continuing Southwest along said Highway 24 eight hundred seventy four (874) feet with the ten (10) foot easement being immediately adjacent to and parallel with the South Right-of-Way boundary of U. S. Highway 24 all located in the S. E. 1/4 of Sec. 32, Twp 12-S., of R-64-W of the 6th P. M.

County of El Paso, and State of Colorado and upon and along the roads, streets, alleys or highways adjoining the said property, with the right to permit the attachment of the wires and fixtures of any other company, the right to trim any brush and trees so as to keep such brush and trees cleared at least four feet from all wires, and the right to set the necessary guy and brace poles and anchors, and to attach thereto necessary guy wires. It is understood that the plant placed in the above easement will be relocated at the expense of the Mountain States Telephone Company in the event that the property owner wishes to subdivide or place driveways and roadways into this area.

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED, this 15 day of June, A.D. 19 67
at Colorado Springs, Colorado
[Signatures]
(Witnesses or Grantors) (Grantors)

State of Colorado
County of El Paso
My commission expires Dec 31, 1967
Notary Public

This instrument was subscribed before me this 15th day of June, 19 67
[Signature]
Notary Public

Harriet Beals
10.10 o'clock A.M. 10.01
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