Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**
Fax: **719-425-2725**

Transmittal Information

Date:	**10/01/2026**
File No:	**11542COR**
Property Address	**15850 Siesta Grove, Colorado Springs, CO 80908**
Buyer\Borrower	**Le Diamant De Famille Trust**
Seller	

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

Escrow Officer:
Not Applicable
Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**

E-Mail:
Processor:
E-Mail: **LPlank@coretitlegroupllc.com**

Karina Low
Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**

Copies Sent to:

Buyer:
Le Diamant De Famille Trust

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Additional Contacts

Misc

LIV Sotheby's International Realty
102 N. Cascade Ave. #110
Colorado Springs, CO 80903
Fax: 303-534-4115
Contact: Leanne Hanna
Email: leanne@homesbyturner.com
Cell: 719-434-0199

Thank you for using Core Title Group LLC

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Core Title Group LLC

101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903
Phone: 719-219-8500 Fax: 719-425-2725

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.

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

Core Title Group LLC

101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500

WESTCOR LAND TITLE INSURANCE COMPANY



By: Steven D. Black - President

Attest: Donald A. Berube - Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

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AMERICAN LAND TITLE ASSOCIATION

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has acquired 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, the 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. 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.

STANDARD EXCEPTIONS

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect 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.

2. 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.

3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.

4. Rights or claims of parties in possession not shown in the public records.

5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company 's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **11542COR**
Amendment No: **11542COR-C**

SCHEDULE A

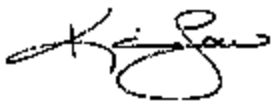
1. Commitment Date: **September 28, 2026**, at **07:30 am**
2. Policy to be Issued:
   (a) ALTA® 2021 Owner's Policy
   Proposed Insured:
   Proposed Policy Amount:
   (b) ALTA® 2021 Loan Policy
   Proposed Insured:
   Proposed Policy Amount:

Informational Commitment	*$*	**250.00**
Total:	*$*	*250.00*

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:
   Le Diamant De Famille Trust
5. The Land is described as follows:
   SEE ATTACHED EXHIBIT "A"
   For Informational Purposes Only:
   15850 Siesta Grove, Colorado Springs, CO 80908

   APN: **6100000292**

Countersigned
Core Title Group LLC

By: 

Karina Low

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No.: **11542COR**

EXHIBIT A

The Land is described as follows:

Tract 4, Eagle Crest Estates which is described as follows:

A tract of land located in a portion of Section 25, Township 11 South, Range 66 West of the 6th P.M., being more particularly described as follows: Commencing at the North Quarter corner of said Section 25; Thence N 85 degrees 15'32" E along the North line of said Section 25, a distance of 1333.49 feet to the Northeast corner of the West one half of the East one half of said Section 25; Thence S 00 degrees 23'13" E along the East line of the West one half of the East one half of said Section 25, a distance of 1995.85 feet; Thence S 89 degrees 22' 08" W, a distance of 30.00 feet to the centerline of a sixty foot (60') access and utility easement; Thence Southwesterly along the arc of a 270.00 foot radius curve, also being the centerline of said easement, through a central angle of 90 degrees (which the long chord bears S 44 degrees 22'08" W a long chord distance of 381.84 feet; an arc distance of 424.12 feet; Thence S 89 degrees 22'08" W along the centerline of said easement, a distance of 131.10 feet to a point of curve; Thence Southwesterly along the arc of a 1038.49 foot radius curve, also being the centerline of said easement, through a central angle of 37 degrees 15'02" (which the long chord bears S 70 degrees 44'37" W a long chord distance of 663.34 feet) an arc distance of 675.17 feet; thence S 52 degrees 07'06" W along the centerline of said easement, a distance of 285.99 feet to the Point of Beginning; thence continuing along the last described course S 52 degrees 07'06" W, a distance of 592.62 feet to a point of curve; thence Southerly along the arc of a 295.39 foot radius curve, also being the centerline of said easement, through a central angle of 70 degrees 53'16" (which the long chord bears S 16 degrees 40'28" W a long chord distance of 342.60 feet) an arc distance of 365.46 feet; thence S 89 degrees 18'50" W, a distance of 2136.45 feet to a point on the West line of the Southwest Quarter of said Section 25; Thence N 00 degrees 26'02" W along the West line of the Southwest Quarter of Section 25, a distance of 665.00 feet to the Southwest corner of the Northwest Quarter of Section 25; Thence N 89 degrees 18'50" E along the South line of the Northwest Quarter of said Section 25, a distance of 2665.46 feet to the Southeast corner of the Northwest Quarter of said Section 25; thence N 89 degrees 18'50" E, a distance of 48.17 feet to the Point of Beginning.

Together with and subject to access and utility easements recorded in Book 3553 at Page 987 and in Book 3553 at Page 985, El Paso County records, County of El Paso, State of Colorado.

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File No: **11542COR**

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded July 9, 2026 as Reception No. 226065092.

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File No: **11542COR**

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Rights 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. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent filed with the Bureau of Land Management. (Copy attached separately)

10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent filed with the Bureau of Land Management. (Copy attached separately)

11. Reservation of all mineral rights by Grantor in Deed recorded March 26, 1982 in Book 3546 at Page 164.

12. Easements, notes, notices, covenants and restrictions as shown on the Map of Eagle Crest Estates recorded April 16, 1982 in Book 3553 at Page 975.

13. Terms, agreements, provisions, conditions and obligations as contained in Roadway and Utility Easement recorded April 16, 1982 in Book 3553 at Page 985.

14. Terms, agreements, provisions, conditions and obligations of Roadway and Utility Easement recorded April 16, 1982 in Book 3553 at Page 987.

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15. Terms, agreements, provisions, conditions and obligations as contained in Grant of Right of Way recorded August 11, 1988 in Book 5542 at Page 506.

16. Terms, agreements, provisions, conditions and obligations as contained in Grant of Right of Way recorded July 14, 1989 in Book 5649 at Page 402.

17. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded September 30, 1993 in Book 6272 at Page 1315 and any and all amendments and/or supplements thereto.

18. Deed of Trust recorded March 4, 2025 at Reception No. 225017872.

19. Terms, agreements, provisions, conditions and obligations as contained in Memorandum recorded December 12, 2025 at Reception No. 225107788.

20. Terms, agreements, provisions, conditions and obligations as contained in Land record Notice recorded June 17, 2025 at Reception No. 225051097.

21. Terms, agreements, rights, reservations, provisions, conditions and obligations as contained in Decree recorded January 29, 2026 at Reception No. 226008641.

22. Deed of Trust recorded April 28, 2026 at Reception No. 226039922.

23. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

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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Core Title Group LLC

Disclosures

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

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

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

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds $100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

> "Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and
>
> "Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company ("WLTIC") and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

Anti-Fraud Statement

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

This anti-fraud statement is affixed to and made a part of this policy.

416882

0086101 1982 APR 16 AM 10 55 BOOK 3553 PAGE 985

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

EAGLE CREST ESTATES
ROADWAY AND UTILITY EASEMENT
ACROSS TRACTS 3 AND 4

A sixty foot (60') wide easement for ingress and egress and for utility purposes over, under and across a portion of Section 25, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, the centerline of which is described as follows:

3rd

Commencing at the North ¼ corner of said Section 25; thence N89°15'32"E along the North line of said Section 25, a distance of 1133.49 feet; thence S00°23'13"E and parallel with the East line of the W½E½ of said Section 25, a distance of 60.00 feet; thence N89°15'32"E and parallel with the North line of said Section 25, a distance of 170.00 feet; thence S00°23'13"E and parallel with the East line of the W½E½ of said Section 25, a distance of 1935.85 feet; thence Southwesterly along the arc of a 270.00 foot radius curve, through a central angle of 90° (which the long chord bears S44°22'08"W a long chord distance of 381.84 feet), an arc distance of 424.12 feet; thence S89°22'08"W, a distance of 131.10 feet to a point of curve; thence Southwesterly along the arc of a 1038.49 foot radius curve, through a central angle of 37°15'02" (which the long chord bears S70°44'37"W a long chord distance of 663.34 feet), an arc distance of 675.17 feet; thence S52°07'06"W, a distance of 878.61 feet to a point of curve; thence Southerly along the arc of a 295.39 foot radius curve, through a central angle of 70°53'16" (which the long chord bears S16°40'28"W a long chord distance of 342.60 feet), an arc distance of 365.46 feet to the point of beginning of the centerline of the aforementioned easement; thence S89°18'50"W, a distance of 1726.45 feet to the terminus of said easement.

00861091 1982 APR 16 AM 10:54 BOOK 3553 PAGE 975

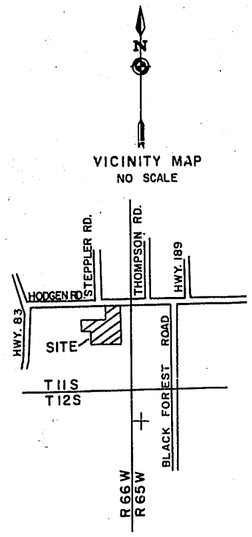
ARDIS W. SCHMITT
El Paso County Clerk & Recordur

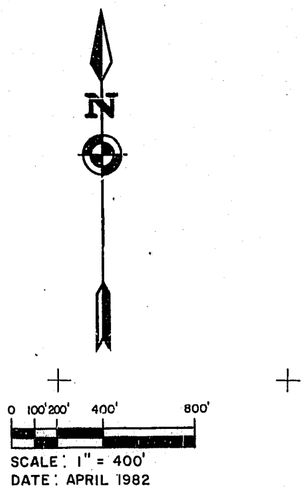
10.00

EAGLE CREST ESTATES

A PORTION OF SECTION 25, T11S, R 66W OF THE 6th P.M.
EL PASO COUNTY, COLORADO

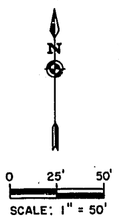
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NO SCALE



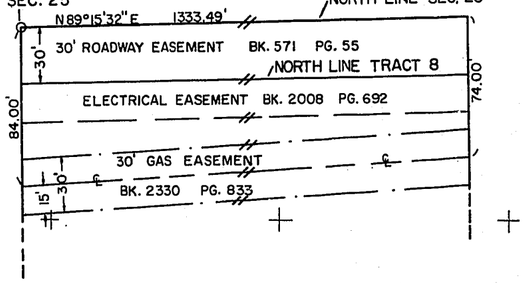


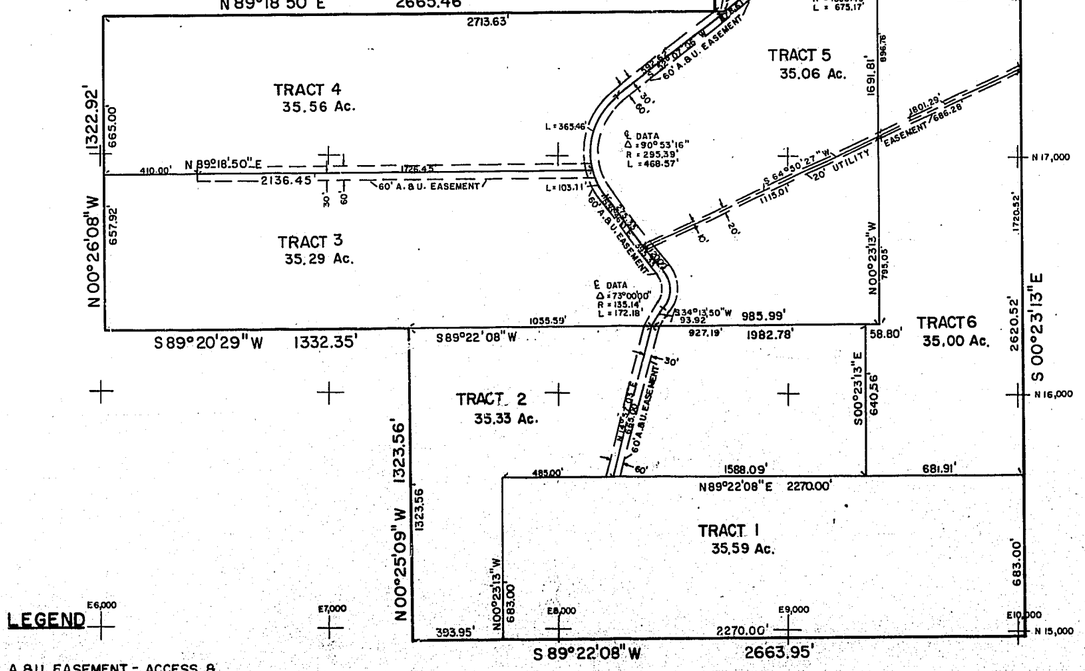
SCALE: 1" = 400'
DATE: APRIL 1982

DIAGRAM "A"



SCALE: 1" = 50'





LEGEND

A.&U. EASEMENT - ACCESS & UTILITY EASEMENT

⊕ - GRID MARKS

LEGAL DESCRIPTION:

A tract of land located in Section 25, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado and more particularly described as follows:
Beginning at the Northwest corner of the Northeast Quarter of said Section 25; thence North 89°15'32" East (an assumed bearing) along the North line of said Section 25, a distance of 1333.49 feet to the Northeast corner of the West one-half of the East one-half of said Section 25; thence South 00°23'13" East along the East line of said West one-half of East one-half, a distance of 5299.36 feet to the Southeast corner of said West one-half of East one-half; thence South 89°22'08" West along the South line of said Section 25, a distance of 2663.95 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 25; thence North 00°25'09" West along the East line of said Southwest Quarter of the Southwest Quarter, a distance of 1323.56 feet to the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence South 89°20'29" West along the North line of said Southwest Quarter of the Southwest Quarter, a distance of 1332.35 feet to the Northwest corner of said Southwest Quarter of the Southwest Quarter; thence North 00°26'08" West along the West line of said Section 25, a distance of 1322.92 feet to the Southwest corner of the Northwest Quarter of said Section 25; thence North 89°18'50" East along the South line of said Northwest Quarter, a distance of 2665.46 feet to the Southeast corner of said Northwest Quarter; thence North 00°24'11" West along the East line of said Northwest Quarter, a distance of 2648.40 feet to the Point of Beginning, containing 12,351,775 square feet or 283.56 acres, more or less.

STATE OF COLORADO SS
COUNTY OF EL PASO

I hereby certify that this instrument was filed for record in my office at 10:54 O'Clock A. .M., this 16th day of April, 1982, A.D., and duly recorded in ~~Plat~~ Book 3553 at Page 975.

Ardis W. Schmitt
Ardis W. Schmitt, Recorder

By: Marilyn Richardson
Deputy

Reception No. 861091 Fee: $10.00

SURVEYORS CERTIFICATE:

I, the undersigned, a Registered Land Surveyor in the State of Colorado, do hereby certify that the accompanying plat has been prepared in accordance with Title 38 of the Colorado Revised Statutes 1973, as amended and that said plat does accurately show the described tract of land to the best of my knowledge and belief.

Charles A. McClanahan
CHARLES A. McCLANAHAN
L.S. NO. 18235

CHARLES A. McCLANAHAN REGISTERED 18235 LAND SURVEYOR STATE OF COLORADO

Unless otherwise indicated, side, front, and rear lot lines are hereby platted on either side with a 10 foot public utility easement. All exterior subdivision boundaries shall have a 20 foot public utility easement. The sole responsibility for maintenance of these easements is hereby vested with the individual property owners.

PROTECTIVE COVENANTS For EAGLE CREST ESTATES

Declaration and establishment of Building restrictions and protective covenants upon the following described real property:
The North one half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the West one half of the East one half of Section 25, Township 11 South, Range 66 West of the 6th P.M., in El Paso County, Colorado.

1. General: It is the intention of these covenants that the lands within Eagle Crest Estates shall be developed and maintained as highly desirable rural residential area.

2. Dwelling Size And Type: All dwellings shall be of a permanent nature. The living area of a residence shall consist of a finished floor area exclusive of garages, open porches, atriums, decks or basements of not less than 1,200 square feet. Mobile homes shall be permitted as a temporary residence for a period not to exceed twelve (12) months during the construction of a permanent residence, provided such usage is not in violation of the then current El Paso County codes pertaining to such usage.

3. Rubbish and Junk: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from roadways or adjoining or nearby premises.

4. Animals: Horses, livestock, fowls and household pets as the term is generally understood may be kept on said property provided the same do not create a nuisance to adjoining properties in the form of either noise or odor.

5. Term of Covenants: These Covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4) majority of the then owners of the tracts has been recorded, changing said Covenants in whole or in part.

6. Enforcement: Enforcement shall be by proceedings in law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

DRAWN BY: JWA	CHECKED BY:	JOB No.: 82033

Prepared by:
E.L.B. & ASSOCIATES, INC.
4547 Templeton Gap Road
Colorado Springs, Colorado 80918
(303)596-7070

Under the supervision of:

Date Charles A. McClanahan, R.L.S. 18235

7 14 1989

01839435 1989 JUL 14 PM 12:49

ARLIS W SCHMITT
El Paso County Clerk & Recorder

GRANT OF RIGHT OF WAY

BOOK 5649 PAGE 402

Jonathan J. and Susan M.L. Ewell

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

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

An easement given to construct new lines for service to be built to a new home located on Lot 4 of Eagle East Sub.

in P4 Section 25 Township 11 South Range 66 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 convenants 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 May 18, 1989

Jonathan J. Ewell (SEAL)

Susan M.L. Ewell (SEAL)

(SEAL)

NOTARY PUBLIC

STATE OF COLORADO)
) ss
COUNTY OF El Paso)

The within instrument was acknowledged before me this 14th day of July 1989 by Jonathan J. and Susan M.L. Ewell

WITNESS my hand and official seal

My Commission Expires 9 February 1990

Notary Public

Account No

Work Order No 89-301

Record.

3050 Austin Bluffs Pkwy

Notary's Home or Business Address

Pueblo Colo

81918

RETURN RECORDED DOCUMENT TO:
15850 Siesta Grove Colorado Springs CO 80908

Document Fee: $0.00

QUITCLAIM DEED

THIS QUITCLAIM DEED dated 2 day of July, 2026, is made between Quentin Dassonville ("Grantor"), of the County of El Paso and the State of Colorado

AND

Le Diamant De Famille Trust ("Grantee"), of the County of El Paso and the State of Colorado., whose legal address is 15850 Siesta Grove Colorado Springs CO 80908.

WITNESS, that the Grantor(s), for and in consideration of TEN DOLLARS AND 00/100 (U.S. $10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto the Grantee and the heirs, successors and assigns of the Grantee forever, all the right, title and interest claim and demand which the Grantor has in and to the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **El Paso** and State of Colorado, described as follows:

See Attached Exhibit "A"

ALSO KNOWN AS: **15850 Siesta Grove, Colorado Springs, CO 80908**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, unto the Grantee, and the heirs, successors and assigns of the Grantee forever.

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

Quentin Dassonville

State of: **Colorado** }
} ss.
County of: **El Paso** }

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 2nd July, 2026, by Quentin Dassonville.

My Commission expires: 6/4

LEANNE HANNA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214041190
MY COMMISSION EXPIRES OCTOBER 29, 2029

Witness my hand and official seal.

Notary Public

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

Steve Schleiker
07/09/2026 08:12:53 AM
Doc $0.00 2
Rec $43.00 Pages
El Paso County, CO
226065092

Exhibit "A"

Tract 4, Eagle Crest Estates which is described as follows:

A tract of land located in a portion of Section 25, Township 11 South, Range 66 West of the 6th P.M., being more particularly described as follows: Commencing at the North Quarter corner of said Section 25; Thence N 85 degrees 15'32" E along the North line of said Section 25, a distance of 1333.49 feet to the Northeast corner of the West one half of the East one half of said Section 25; Thence S 00 degrees 23'13" E along the East line of the West one half of the East one half of said Section 25, a distance of 1995.85 feet; Thence S 89 degrees 22' 08" W, a distance of 30.00 feet to the centerline of a sixty foot (60') access and utility easement; Thence Southwesterly along the arc of a 270.00 foot radius curve, also being the centerline of said easement, through a central angle of 90 degrees (which the long chord bears S 44 degrees 22'08" W a long chord distance of 381.84 feet; an arc distance of 424.12 feet; Thence S 89 degrees 22'08" W along the centerline of said easement, a distance of 131.10 feet to a point of curve; Thence Southwesterly along the arc of a 1038.49 foot radius curve, also being the centerline of said easement, through a central angle of 37 degrees 15'02" (which the long chord bears S 70 degrees 44'37" W a long chord distance of 663.34 feet) an arc distance of 675.17 feet; thence S 52 degrees 07'06" W along the centerline of said easement, a distance of 285.99 feet to the Point of Beginning; thence continuing along the last described course S 52 degrees 07'06" W, a distance of 592.62 feet to a point of curve; thence Southerly along the arc of a 295.39 foot radius curve, also being the centerline of said easement, through a central angle of 70 degrees 53'16" (which the long chord bears S 16 degrees 40'28" W a long chord distance of 342.60 feet) an arc distance of 365.46 feet; thence S 89 degrees 18'50" W, a distance of 2136.45 feet to a point on the West line of the Southwest Quarter of said Section 25; Thence N 00 degrees 26'02" W along the West line of the Southwest Quarter of Section 25, a distance of 665.00 feet to the Southwest corner of the Northwest Quarter of Section 25; Thence N 89 degrees 18'50" E along the South line of the Northwest Quarter of said Section 25, a distance of 2665.46 feet to the Southeast corner of the Northwest Quarter of said Section 25; thence N 89 degrees 18'50" E, a distance of 48.17 feet to the Point of Beginning.

Together with and subject to access and utility easements recorded in Book 3553 at Page 987 and in Book 3553 at Page 985, El Paso County records, County of El Paso, State of Colorado.

225107788 12/12/2025 8:22 AM
PGS 1 $43.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

WHEN RECORDED, RETURN TO:
MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.
11140 E. WOODMEN ROAD, FALCON, CO 80831

MEMORANDUM TO ALL INTERESTED PARTIES

Mountain View Electric Association, Inc., a Colorado rural electric cooperative ("**Co-op**"), is providing notice to all owners or other persons with an interest in the real property commonly known as 15850 Siesta Grove, Colorado Springs, CO 80908-2014, Parcel/Tax ID 6100000292 and legally described in the Electric Easement, described below, in the County of El Paso (the "**Property**"), in accordance with Colorado Revised Statute, Title 40, Article 15, Part 6 (the "**Easements Statute**").[1]

Co-op has been granted that certain Right of Way Easement across the Property, dated December 04, 1954 and unrecorded in El Paso County, Colorado (the "**Electric Easement**"). A single-phase electric distribution line is currently located in the Electric Easement. Pursuant to the Easements Statute, Co-op has the following rights:

> (1) With regard to real property subject to an electric easement, if an electric utility, or any commercial broadband supplier designated by the electric utility to act on its behalf, complies with the notice and filing requirements set forth in subsection (2) of this section, the electric utility holding the electric easement may, subject to subsection (4) of this section and without the consent of an interest holder in the real property subject to the electric easement, take the following actions to the extent not already permitted by the electric easement:
>
> (a) Install, maintain, or own, or permit any commercial broadband supplier, including a broadband affiliate, to install, maintain, or own, an attached facility for operation by a commercial broadband supplier, including a broadband affiliate, in providing commercial broadband service; and
>
> (b) Lease or otherwise provide to a commercial broadband supplier, including a broadband affiliate, any excess capacity of attached facilities for purposes of providing commercial broadband service.[2]

Co-op is notifying all owners or other persons with an interest in the Property that it will be exercising its rights under both subsections 1(a) and 1(b) of C.R.S. § 40-15-602. Co-op mailed a notice to the owners of record of the Property on December 12, 2025.

The terms of this Memorandum shall run with the Property and shall be binding upon and inure to the benefit of current and future owners of the Property and their successors and assigns and Co-op and its successors and assigns.

If you have any questions or comments for Co-op, please direct them to Samantha Sherman, Right of Way Team Lead, at the following address or telephone number:

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.
11140 E. Woodmen Road
Falcon, CO 80831
Toll-Free: (800) 388-9881

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[1] C.R.S. § 40-15-601, *et.al.*
[2] C.R.S. § 40-15-602(1)

226008641 1/29/2026 12:46 PM
PGS 13 $43.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

DISTRICT COURT, WATER DIVISION 1, STATE OF COLORADO Court Address: 901 9th Avenue, P.O. Box 2038 Greeley, CO 80632 Phone Number: (970) 475-2540	DATE FILED January 29, 2026 11:59 AM CASE NUMBER: 2025CW3108 ▲ COURT USE ONLY ▲
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **QUENTIN DASSONVILLE** **IN EL PASO COUNTY, COLORADO**	Case No.: 25CW3108 (consolidated with Division 2 Case No. 25CW3043 pursuant to Order of Panel on Multi-District litigation 25MD14)

FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE WATER REFEREE, AND DECREE GRANTING APPLICATION FOR ADJUDICATION OF DENVER BASIN GROUNDWATER AND FOR APPROVAL OF PLAN FOR AUGMENTATION

THIS MATTER comes before the Water Court on the Application for Adjudication of Denver Basin Groundwater and for Approval of an Augmentation Plan filed by Quentin Dassonville. Having reviewed said Application and other pleadings on file, and being fully advised on this matter, the Water Court makes the following findings and orders:

GENERAL FINDINGS OF FACT

1. The applicant in this case is Quentin Dassonville (hereafter "Applicant"). The Applicant owns land in the NW¼ SW¼ of Section 25, Township 11 South, Range 66 West of the 6th P.M., recorded as Parcel No. 6100000292 with El Paso County Assessor's Office, containing approximately 35.08 acres. The property is depicted on the attached **Exhibit A** map, and is more particularly described as 15850 Siesta Grove, Colorado Springs, CO 80908. ("Applicant's Property").

2. Applicant filed this Application with the District Court, Water Division 1, along with a corresponding Application in District Court, Water Division 2, Case No. 25CW3108, on August 18, 2025. A Motion for Consolidation Pursuant to C.R.C.P. 42.1 of the Division 1 and Division 2 cases into Water Division 1 was filed with the Colorado Supreme Court on November 4, 2025 (case no. 25MD14). The Panel on Consolidated Multidistrict Litigation certified the Motion for Consolidation to the Chief Justice on November 4, 2025. Chief Justice, Monica M. Marguez, granted the Motion for Consolidation by Order dated December 9, 2025.

3. The time for filing statements of opposition to the Application expired on the last

day of October, 2025. No statements of opposition were filed.

4. The Clerk of this Court has caused publication of the Application filed in this matter as provided by statute and the publication costs have been paid. On September 15, 2025, proof of publication in the *Colorado Springs Gazette* was filed with Division 1 Water Court. All notices of the Application have been given in the manner required by law.

5. Pursuant to C.R.S. § 37-92-302(2), the Office of the State Engineer prepared Determination of Facts for each Denver Basin aquifer, dated November 26, 2025, and were submitted with this Court on December 1, 2025, which have been considered by the Court in the entry of this decree.

6. Pursuant to C.R.S. § 37-92-302(4), the office of the Division Engineer for Water Division No. 1 filed its Consultation Report on November 28, 2025. No response to the Consultation Report was necessary. The Consultation Report has been considered by the Water Court in the entry of this decree.

7. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties whether they have appeared or not. The land and water rights involved in this case are not within a designated groundwater basin.

GROUNDWATER RIGHTS

8. The Application requested quantification and adjudication of a vested underground water right from the Dawson aquifer underlying the Applicant's property described in Paragraph 13, below, and use of Dassonville Wells Nos. 2 through 14, which are thirteen (13) proposed wells that may be constructed to the Dawson aquifer, and any additional or replacement wells associated therewith, for withdrawal of Applicant's full entitlement of supply from the Dawson aquifer under the plan for augmentation decreed herein. Applicant also requested quantification and adjudication of vested underground water rights and uses from the Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Applicant's property. The following findings are made with respect to such underground water rights and use of wells on the Applicant's property.

9. The land overlying the groundwater subject to the adjudication in this case is owned by the Applicant and consists of approximately 35.08 acres located in the N½ SW¼ of Section 25, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, more specifically described as 15850 Siesta Grove, Colorado Springs, CO 80908, as shown on **Exhibit A** ("Applicant's Property"). Applicant intends to subdivide the property into up to fourteen (14) lots. All groundwater adjudicated herein shall be withdrawn from the overlying land and put to beneficial use thereon unless there is a further order of this Court allowing otherwise following the filing of a new water court application.

10. Applicant notified the lien holder of this application in compliance with the notice requirements of C.R.S. §§ 37-92-302(2) and 37-90-137(4)(b.5)(I).

11. Dassonville Well No. 1: There is one existing well located on Applicant's Property, termed Dassonville Well No. 1, shown on **Exhibit A**. Dassonville Well No. 1 is permitted and constructed into the Dawson aquifer as an exempt well on a tract of land thirty-five (35) acres or more in size, pursuant to C.R.S. § 37-92-602(3)(b)(II)(A), under Well Permit No. 154431. This well will continue to be used as an exempt well on one of the subdivided lots on Applicant's Property subject to its issued well permit pursuant to C.R.S. § 37-92-602(3)(b)(IV), and this structure and well pumping is not, and need not be, included in the plan for augmentation decreed herein. As noted in Paragraph 13, below, Applicant is reserving 200 acre-feet of the Dawson aquifer groundwater underlying Applicant's Property that is adjudicated herein for use by Dassonville Well No. 1. Pumping and use of the Applicant's Dawson aquifer entitlement shall be made in accordance with the amounts and uses described in Permit No. 154431, or any replacement exempt well permit, and shall be limited to no more than the total amount adjudicated to Applicant from the Dawson aquifer as described herein.

12. Dassonville Well Nos. 2 through 14: Applicant is awarded the vested right to use the Dassonville Well Nos. 2 through 14, along with any necessary additional or replacement wells associated with such structures, for the extraction and use of groundwater from the not-nontributary Dawson aquifer pursuant to the plan for augmentation decreed herein. Upon entry of this decree and submittal by the Applicant of a complete well permit application and filing fee, the State Engineer shall issue well permits for Dassonville Well Nos. 2 through 14, pursuant to C.R.S. § 37-90-137(4), consistent with and referencing the plan for augmentation decreed herein.

13. Of the statutorily described Denver Basin aquifers, the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers all exist beneath the Applicant's Property. The Dawson aquifer underlying the Applicant's Property contains not-nontributary water, as defined by C.R.S. § 37-90-103(10.5). The water of the Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Applicant's Property is nontributary, as defined by C.R.S. § 37-90-103(10.7). The quantity of water in the Denver Basin aquifers exclusive of artificial recharge underlying the Applicant's Property is as follows.

AQUIFER	NET SAND (ft)	Total Withdrawal (Acre Feet)	Annual Average Withdrawal 100 Years (Acre Feet)	Annual Average Withdrawal 300 Years (Acre Feet)
Dawson (NNT)	455	2,990[1]	29.9	9.96
Denver (NT)	540	3,220	32.2	N/A
Arapahoe (NT)	225	1,340	13.4	N/A
Laramie-Fox Hills (NT)	195	1,030	10.3	N/A

The average annual amounts of groundwater available for withdrawal from the underlying Denver Basin aquifers, as indicated above, are based upon the December 1, 2025 Office of the State Engineer Determination of Facts.

14. Pursuant to C.R.S. § 37-90-137(9)(c.5)(I), the augmentation requirements for non-exempt wells in the Dawson aquifer require replacement to the effected stream systems of actual stream depletions on an annual basis. Applicant shall not be entitled to construct a well or use water from the not-nontributary Dawson aquifer except pursuant to an approved augmentation plan in accordance with C.R.S. § 37-90-137(9)(c.5), including as decreed herein.

15. Subject to the augmentation requirements described in Paragraphs 19 and 23, and the other requirements and limitations in this decree, Applicant shall be entitled to withdraw all legally available groundwater in the Denver Basin aquifers underlying Applicant's Property. Said amounts can be withdrawn over the 100-year life for the aquifers as set forth in C.R.S. § 37-90-137(4), or withdrawn over a longer period of time based upon local governmental regulations or Applicant's water needs, provided withdrawals during such longer period are in compliance with the total amounts available to Applicant as decreed herein and the augmentation requirements of this decree. This decree describes a pumping period of 300 years as required by El Paso County, Colorado Land Use Development Code § 8.4.7(C)(1), which is more stringent than the State of Colorado's 100-year life requirement. The average annual amounts of ground water available for withdrawal from the underlying Denver Basin aquifers, based upon the 100-year and 300-year aquifer life calculations, are determined and set forth in Paragraph 13, above, based upon the November 28, 2025, Office of the State Engineer Determination of Facts described in Paragraph 5, as filed with the Court on December 1, 2025.

16. Applicant shall be entitled to withdraw an amount of groundwater in excess of the average annual amount decreed herein from the Denver Basin aquifers underlying Applicant's Property, so long as the sum of the total withdrawals from wells in each of the aquifers does not exceed the product of the number of years since the date of issuance of the original well permit or

[1] This total available amount has been reduced by 200 acre feet (Determination of Facts calculated 3,190 acre-feet) to reflect the amount of water reserved for the existing well permit no. 154431.

the date of entry of the decree herein, whichever comes first, and the average annual volume of water which Applicant is entitled to withdraw from each of the aquifers underlying the Applicant's Property, subject to the requirement that such banking and excess withdrawals do not violate the terms and conditions of the plan for augmentation decreed herein and any other plan for augmentation decreed by the Court that authorizes withdrawal of the Denver Basin groundwater decreed herein.

PLAN FOR AUGMENTATION

17. The structures to be augmented are Dassonville Well Nos. 2 through 14, to be constructed to the Dawson aquifer underlying Applicant's Property.

18. Prior to drilling any new or replacement wells on Applicant's Property, a site-specific evaluation shall be conducted with each well permit to identify the aquifer intervals at the planned location.

19. Pursuant to C.R.S. § 37-90-137(9)(c.5), the augmentation obligation for Dassonville Well Nos. 2 through 14, and any additional or replacement wells constructed to the Dawson aquifer requires the replacement of actual stream depletions. The water to be used for augmentation during pumping is the septic system return flows of the not-nontributary Dawson aquifer pumped via the Dassonville Well Nos. 2 through 14, as set forth in this plan for augmentation. The water to be used for augmentation after pumping is the reserved portion of Applicant's nontributary water rights in the Denver aquifer. Applicant shall provide for the augmentation of stream depletions caused by pumping the Dassonville Well Nos. 2 through 14, as approved herein. Water use criteria for the Dassonville Well Nos. 2 through 14 is as follows:

A. Use: The Dassonville Well Nos. 2 through 14 may pump a total of 9.88 acre-feet annually from the Dawson aquifer, being 0.76 acre-feet per well. Applicant uses the assumption that indoor household use for one single-family dwelling will be 0.26 acre-feet of water per year, for total in-house uses of 3.38 acre-feet annually, with the remaining 6.5 acre-feet per year pumping entitlement available for other uses on the Applicant's Property, including irrigation of lawn and garden, stock water, recreation, equestrian facilities, filling of a swimming pool and/or hot tub, commercial, fire protection, and also for storage and augmentation purposes associated with such uses. The foregoing figures assume the use of one septic system per residence, up to 13 total.

B. Depletions: Maximum annual stream depletions over the 300-year pumping period will amount to approximately 22.16% of pumping. Maximum annual depletions for total residential pumping from thirteen (13) wells are therefore 2.19 acre-feet in year 300. Should Applicant's pumping be less than the total 9.88 annual acre-feet described herein, resulting depletions and required replacements will be correspondingly reduced.

C. Augmentation of Depletions During Pumping Life of Well: Pursuant to C.R.S. § 37-90-137(9)(c.5), Applicant is required to replace actual stream depletions attributable to pumping of the Dawson aquifer well. Applicant has shown that depletions during pumping will be effectively replaced by residential return flows from non-evaporative septic systems. The annual consumptive use for non-evaporative systems is estimated at 10% per year per residence. For determining return flows, Applicant uses the conservative assumption that one single-family household will use 0.20 acre-feet per year, with return flows of 0.18 acre-feet annually for each residence, or 2.34 acre-feet combined return flows. Thus, during pumping, total maximum annual stream depletions (2.19 acre-feet) will be adequately augmented.

D. Augmentation of Post-Pumping Depletions: This plan for augmentation shall have a pumping period of a minimum of 300 years. For the replacement of post-pumping depletions, which may be associated with the use of the Dassonville Well Nos. 2 through 14, and any additional or replacement wells, Applicant will reserve a portion of water (3,052 acre-feet) from the Denver aquifer decreed herein to replace post-pumping depletions. The amount of nontributary Denver aquifer groundwater reserved may be reduced as may be determined through this Court's retained jurisdiction as described in this Decree. If the Court, by order, reduces the Applicant's obligation to account for and replace such post-pumping depletions for any reason, it may also reduce the amount of Denver aquifer groundwater reserved for such purposes, as described herein. Applicant also reserves the right to substitute other legally available augmentation sources for such post-pumping depletions upon further approval of the Court under its retained jurisdiction. Even though this reservation is made, under the Court's retained jurisdiction, Applicant reserves the right in the future to prove that post-pumping depletions will be noninjurious. Pursuant to C.R.S. § 37-90-137(9)(b), no more than 98% of water withdrawn annually from a nontributary aquifer shall be consumed. The total post-pumping depletions to be replaced are 2,990 acre-feet. Applicant has reserved a portion of the Denver aquifer (3,052 acre-feet) to sufficiently meet this post-pumping obligation.

E. Permits: Upon entry of this Decree Applicant will be eligible to apply to the State Engineer for, and receive, well permits for the Dassonville Well Nos. 2 through 14 for uses in accordance with this Decree, consistent with C.R.S. § 37-90-137(4). Applicant waives the 600 foot spacing requirement for all wells located or to be located on the Applicant's Property.

20. This Decree, upon recording, shall constitute a covenant running with Applicant's Property, benefitting and burdening said land, and requiring construction of well(s) to the nontributary Denver aquifer and pumping of water to replace post-pumping depletions under this Decree. Subject to the requirements of this Decree, in order to determine the amount and timing of post-pumping replacement obligations under this augmentation plan, Applicant or his successors shall use information commonly used by the Colorado Division of Water Resources for augmentation plans of this type at the time. Pursuant to this covenant, the specified portion of water from the nontributary Denver aquifer reserved herein (3,051 acre-feet) may not be severed in ownership from the Applicant's Property. This covenant shall be for the benefit of, and enforceable by, third parties owning vested water rights who would be injured by Applicant's or its successors' failure to provide for the replacement of post-pumping depletions under this

Decree, and shall be specifically enforceable by such third parties against the owner(s) of Applicant's Property.

21. Applicant or his successors shall be required to initiate pumping from the Denver aquifer for the replacement of post-pumping depletions when either: (i) the absolute total amount of water available from the Dawson aquifer allowed to be withdrawn under the plan for augmentation decreed herein (2,990 acre-feet) has been pumped; (ii) the Applicant has or his successors in interest have acknowledged in writing that all withdrawals for beneficial uses through the Dassonville Well Nos. 2 through 14 have permanently ceased; (iii) a period of 10 consecutive years where no withdrawals of groundwater has occurred; or (iv) accounting shows that return flows from the use of the water being withdrawn are insufficient to replace depletions caused by the withdrawals that already occurred.

22. Unless modified by the Court under its retained jurisdiction, Applicant and his successors shall be responsible for accounting and replacement of post-pumping depletions, as set forth herein. Should Applicant's obligation hereunder to account for and replace such post-pumping stream depletions be reduced or abrogated for any reason, Applicant or his successors may petition the Court to also modify or terminate the reservation of the Denver aquifer groundwater.

23. The term of this augmentation plan is for a minimum of 300 years, however, the length of the plan for a particular well or wells may be extended beyond such time provided the total planned pumping allocated to such well or well is not exceeded. Should the actual operation of this augmentation plan depart from the planned diversions described in Paragraph 19 such that annual diversions are increased or the duration of the plan is extended, the Applicant or his successors must prepare and submit a revised model of stream depletions caused by the actual pumping or intended schedule. This analysis must utilize depletion modeling acceptable to the State Engineer, and to this Court, and must represent the water use under the plan for the entire term of the plan to date. The analysis must show that return flows have equaled or exceeded actual stream depletions throughout the pumping period and that reserved nontributary water remains sufficient to replace post-pumping depletions.

24. Consideration has been given to the depletions from Applicant's proposed uses of water, in quantity, time, and location, together with the amount and timing of augmentation water which will be provided by the Applicant, and the existence, if any, of injury to any owner of or person entitled to use water under a vested water right.

25. It is determined that the timing, quantity, and location of replacement water under the protective terms in this Decree are sufficient to protect the vested rights of other water users and eliminate injury thereto. The replacement water shall be of a quantity and quality so as to meet the requirements for which the water of senior appropriators has normally been used, and provided of such quality, such replacement water shall be accepted by the senior appropriators for substitution for water derived by the exercise of the Dassonville Well Nos. 2 through 14. As a result of the operation of this plan for augmentation, the depletions from the Dassonville Well

Nos. 2 through 14 and any additional or replacement wells associated therewith will not result in injury to the vested water rights of others.

CONCLUSIONS OF LAW

26. The application for water rights and adjudication of Denver Basin groundwater was filed with the Water Clerks for Water Divisions 1, pursuant to C.R.S. §§ 37-92-302(1)(a) and 37-90-137(9)(c.5).

27. The Applicant's request for adjudication of these water rights is contemplated and authorized by law, and this Court and the Water Referee have exclusive jurisdiction over these proceedings. C.R.S. §§ 37-92-302(1)(a), 37-92-203, and 37-92-305.

28. Subject to the terms of this decree, the Applicant is entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying the Applicant's Property, and the right to use that water to the exclusion of all others.

29. The Applicant has complied with C.R.S. § 37-90-137(4), and the groundwater is legally available for withdrawal by the requested nontributary well(s), and legally available for withdrawal by not-nontributary well(s) upon the entry of a decree approving an augmentation plan pursuant to C.R.S. § 37-90-137(9)(c.5), and the issuance of a well permit by the State Engineer's Office. Applicant is entitled to a decree from this Court confirming his rights to withdraw groundwater pursuant to C.R.S. § 37-90-137(4).

30. The Denver Basin water rights applied for in this case are not conditional water rights, but are vested water rights determined pursuant to C.R.S. § 37-90-137(4). No applications for diligence are required. The claims for nontributary and not-nontributary groundwater meet the requirements of Colorado Law.

31. The determination and quantification of the nontributary and not-nontributary groundwater rights in the Denver Basin aquifers as set forth herein is contemplated and authorized by law. C.R.S. §§ 37-90-137, and 37-92-302 through 37-92-305.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

32. All of the foregoing Findings of Fact and Conclusions of Law are incorporated herein by reference, and are considered to be a part of this decretal portion as though set forth in full.

33. The Application for Adjudication of Denver Basin Groundwater and for Approval of Plan for Augmentation filed by the Applicant is approved, subject to the terms of this decree.

A. Applicant is awarded a vested right to 2,990 acre-feet of groundwater from the not-nontributary Dawson aquifer underlying Applicant's Property, as quantified in Paragraph 13 or as modified by the Court under its retained jurisdiction. Two-hundred (200) acre feet of the Dawson aquifer groundwater is left unappropriated to be pumped by Dassonville Well No. 1, an exempt well, pursuant to its well permit number 154431, or any approved replacement well.

B. Applicant is awarded a vested right to 3,220 acre-feet of groundwater from the nontributary Denver aquifer underlying Applicant's Property, as quantified in Paragraph 13 or as modified by the Court under its retained jurisdiction. Subject to the provisions of Rule 8 of the Denver Basin Rules, 2 CCR 402-6, limiting consumption to ninety-eight percent of the amount withdrawn, and the other terms and conditions of this decree, Applicant's Denver aquifer groundwater may be utilized for all purposes described in Paragraph 19.

C. Applicant is awarded a vested right to 1,340 acre-feet of groundwater from the nontributary Arapahoe aquifer underlying Applicant's Property, as quantified in Paragraph 13 or as modified by the Court under its retained jurisdiction. Subject to the provisions of Rule 8 of the Denver Basin Rules, 2 CCR 402-6, limiting consumption to ninety-eight percent of the amount withdrawn, and the other terms and conditions of this decree, Applicant's Arapahoe aquifer groundwater may be utilized for all purposes described in Paragraph 19.

D. Applicant is awarded a vested right to 1,030 acre-feet of groundwater from the nontributary Laramie-Fox Hills aquifer underlying Applicant's Property, as quantified in Paragraph 13 or as modified by the Court under its retained jurisdiction. Subject to the provisions of Rule 8 of the Denver Basin Rules, 2 CCR 402-6, limiting consumption to ninety-eight percent of the amount withdrawn, and the other terms and conditions of this decree, Applicant's Laramie-Fox Hills aquifer groundwater may be utilized for all purposes described in Paragraph 19.

34. The Applicant has furnished acceptable proof as to all claims and, therefore, the Application for Adjudication of Denver Basin Groundwater and for Approval of Plan for Augmentation, as filed by the Applicant, is granted and approved in accordance with the terms and conditions of this decree. Approval of this Application will not result in any injury to senior vested water rights.

35. The Applicant shall comply with C.R.S. § 37-90-137(9)(b), requiring the relinquishment of the right to consume two percent (2%) of the amount of the nontributary groundwater withdrawn annually. Ninety-eight percent (98%) of the nontributary groundwater withdrawn annually may therefore be consumed. No plan for augmentation shall be required to

provide for such relinquishment. Applicant shall be required to demonstrate to the State Engineer prior to the issuance of a well permit that no more than ninety-eight percent of the groundwater withdrawn annually will be consumed. Applicant may be required to show after issuance of such a well permit that no more than 98% of the water being withdrawn from said permitted well is being consumed.

36. The Dassonville Well Nos. 2 through 14, and any replacement or additional wells, shall be operated such that combined pumping from all wells does not exceed the annual (9.96 acre-feet) and total (2,990 acre-feet) pumping limits for the Dawson aquifer as decreed herein, and is in accordance with the requirements of the plan for augmentation described herein. The State Engineer, Division Engineer, and/or Water Commissioner shall not curtail the diversion and use of water by the Dassonville Well Nos. 2 through 14, or any additional and replacement wells, so long as the return flows from the annual diversions associated with the Dassonville Well Nos. 2 through 14 and such other wells accrue to the stream system pursuant to the conditions contained herein. To the extent that Applicant or one of its successors or assigns is ever unable to provide the replacement water required, then the Dassonville Well Nos. 2 through 14 and any additional or replacement wells shall not be entitled to operate under the protection of this plan, and shall be subject to administration and curtailment in accordance with the laws, rules, and regulations of the State of Colorado. Pursuant to C.R.S. § 37-92-305(8), the State Engineer shall curtail all out-of-priority diversions that are not so replaced as to prevent injury to vested water rights. In order for this plan for augmentation to operate, return flows from the septic systems discussed herein shall, at all times during pumping, be in an amount sufficient to replace the amount of stream depletions, and cannot be sold, leased, traded, assigned, or otherwise used for any purpose inconsistent with the augmentation plan decreed herein. Applicant shall be required to have any wells pumping on Applicant's Property providing water for in-house use and generating septic returns prior to pumping the wells for any of the other uses identified in Paragraphs 15 or 19.A.

37. The Court retains jurisdiction over this matter to make adjustments in the allowed average annual amount of withdrawal from the Denver Basin aquifers, either upwards or downwards, to conform to actual local aquifer characteristics, and the Applicant need not file a new application to request such adjustments. At such time as adequate data may be available, Applicant or the State Engineer may invoke the Court's retained jurisdiction as provided in this Paragraph 37 for purposes of making a final determination of water rights as to the quantities of water available and allowed average annual withdrawals from any of the Denver Basin aquifers quantified and adjudicated herein. Any person seeking to invoke the Court's retained jurisdiction for such purpose shall file a verified petition with the Court setting forth with particularity the factual basis for such final determination of Denver Basin water rights under this decree, together with the proposed decretal language to effect the petition. Within four months of the filing of such verified petition, the State Engineer's Office shall utilize such information as available to make a final determination of water rights finding, and shall provide such information to the Court, Applicant, and the petitioning party. If no protest is filed with the Court to such findings by the State Engineer's Office within sixty (60) days, this Court shall incorporate by entry of an Amended Decree such "final determination of water rights", and the provisions of this Paragraph concerning adjustments to the Denver Basin ground water rights based upon local aquifer conditions shall no

longer be applicable. In the event of a protest being timely filed, or should the State Engineer's Office make no timely determination as provided above, the "final determination of water rights" sought in the petition may be made by the Water Court after notice to all parties and following a full and fair hearing, including entry of an Amended Decree, if applicable in the Court's reasonable discretion.

38. Pursuant to C.R.S. § 37-92-502(5)(a), the Applicant shall install and maintain such water measurement devices and recording devices as are deemed necessary by the State Engineer or Division Engineers, and the same shall be installed and operated in accordance with instructions from said entities. Applicant is to install and maintain a totalizing flow meter on Dassonville Well Nos. 1 through 14, or any additional or replacement wells associated therewith, and is to include geophysical logging of each newly constructed well. Any new or replacement well may only withdraw from a single aquifer. Applicant shall read and record the well meter readings on November 1st of each year and shall submit the meter readings to the Water Commissioner by November 15th of each year or more frequently as requested by the Water Commissioner.

39. Applicant shall be permitted to produce the full legal entitlement from the Denver Basin aquifers underlying Applicant's Property through any combination of wells, with the exception that exempt pumping of the Dawson aquifer groundwater utilizing the Dassonville Well No. 1 or any replacement well will be limited to only one well. Use by a combination of wells will be treated as a well field.

40. The vested water rights decreed herein shall be subject to all applicable administrative rules and regulations, as currently in place or as may in the future be promulgated, of the offices of Colorado State and Division Engineers for administration of such water rights, to the extent such rules and regulations are uniformly applicable to other similarly situated water rights and water users. The State Engineer shall identify in any permits issued pursuant to this decree the specific uses which can be made of the groundwater to be withdrawn, and, to the extent the well permit application requests a use that has not been specifically identified in this decree, shall not issue a permit for any proposed use, which use the State Engineer determines to be speculative at the time of the well permit application or which would be inconsistent with the requirements of this decree, any separately decreed plan for augmentation, or any modified decree.

41. This Ruling of Referee, when entered as a decree of the Water Court, shall be recorded in the real property records of El Paso County, Colorado. Copies of this ruling shall be mailed as provided by statute.

Dated January 7, 2026

BY THE REFEREE:

John Cowan, Water Referee
Water Division One

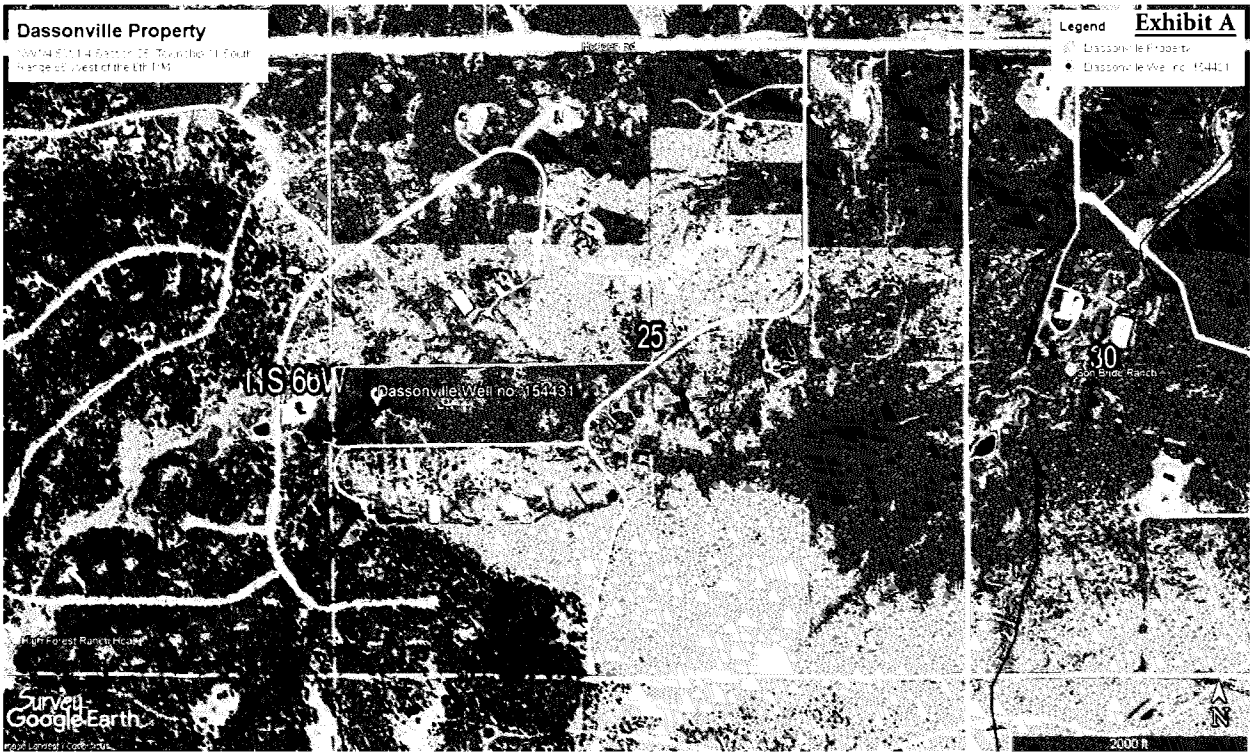
DECREE

The Court finds that no protest was fined in this matter. The foregoing ruling is confirmed and approved and is hereby made the judgment and decree of this Court.

Dated: January 29, 2026

BY THE COURT:

Todd Taylor, Water Judge
Water Division One



Dassonville
25CW3108

EXHIBIT A

4 16 82

00861103 1982 APR 16 AM 10:56 BOOK 3553 PAGE 987

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

EAGLE CREST ESTATES
ROADWAY AND UTILITY EASEMENT
ACROSS TRACTS 3,4,5,6,7 & 8

3rd

A sixty foot (60') wide easement for ingress and egress and for utilities purposes over, under and across a portion of Section 25, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, the centerline of which is described as follows:

Commencing at the North ¼ corner of said Section 25; thence N89° 15'32"E along the North line of said Section 25, a distance of 1133.49 feet; thence S00°23'13"E and parallel with the East line of the W½E½ of said Section 25, a distance of 60.00 feet to the point of beginning of the centerline of the aforementioned easement; thence N89°15'32"E and parallel with the North line of said Section 25, a distance of 170.00 feet; thence S00°23'13"E and parallel with the East line of the W½E½ of said Section 25, a distance of 1935.85 feet; thence Southwesterly along the arc of a 270.00 foot radius curve, through a central angle of 90° (which the long chord bears S44°22'08"W a long chord distance of 381.84 feet), an arc distance of 424.12 feet; thence S89°22'08"W, a distance of 138.10 feet to a point of curve; thence southwesterly along the arc of a 1038.49 foot radius curve, through a central angle of 37°15'02" (which the long chord bears S70°44'37"W a long chord distance of 663.34 feet), an arc distance of 675.17 feet; thence S52°07'06"W, a distance of 878.61 feet to a point of curve; thence Southerly along the arc of a 295.39 foot radius curve, through a central angle of 90°53'16" (which the long chord bears S06°40'28"W a long chord distance of 420.97 feet), an arc distance of 468.57 feet; thence S38°46'10"E, a distance of 395.33 feet to a point of curve; thence Southerly along the arc of a 135.14 foot radius curve, through a central angle of 73°00'00" (which the long chord bears S02°16'10"W a long chord distance of 160.77 feet) an arc distance of 172.18 feet; thence S34°13'50"W, a distance of 93.92 feet to the terminus of said easement (the side lines of said easement to be shortened or lengthened to terminate at the northerly line of Tract 2 as described in Book 3553 at page 977, El Paso County records).

3126182

00855306 1982 MAR 26 AM 8 49

ARDIS M. SCHMIDT BOOK 3546 PAGE 164

Filed for record the ..... day of ..... A. D. Recorded at Request of Clerk & Recorder

Reception No. ..... RECORDER

3.50

This Deed, Made this 15th day of March in the year of our Lord one thousand nine hundred and Eighty-Two between

NANCY FRANCES MORELAND a/k/a NANCY FRANCES CROFF

of the County of El Paso and State of Colorado, of the first part, and

EAGLE CREST ASSOCIATES, a Colorado Limited partnership

of the County of El Paso and State of Colorado, of the second part;
whose mailing address is: P. O. Box 777, Monument, CO

Witnesseth, That the said party of the first part, for and in consideration of the sum of

Ten Dollars and other good and valuable consideration ~~DOLLARS~~

to the said part Y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

01=
21.50

The North one half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the West one half of the East one half of Section 25, Township 11 South, Range 66 West of the 6th P.M., in El Paso County, Colorado. Excepting therefrom all existing roads; reserving, however, unto the Grantor 1/2 of all minerals and mineral rights of every kind and description, whatsoever that Grantor may own at the time of execution of this Deed. Grantor makes no warrantys as to minerals or mineral rights.

Purported Street Address: 5315 Hodgen Rd.

STATE DOCUMENTARY
MAR 26 1982
FEE $ 21.50

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part Y of the first part, 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 said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said part Y of the first part, for herself, her heirs, executors, and administrators, do es covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensealing and delivery of these presents, well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hS good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except

taxes for the current and subsequent years, restrictions, covenants, reservations, rights of way and easements of record.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said part Y of the first part ha S hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Nancy Frances Moreland (Seal)
Nancy Frances Moreland (Seal)
a/k/a Nancy Frances Croff (Seal)
Nancy Frances Croff

STATE OF COLORADO, } ss.
County of El Paso }

The foregoing instrument was acknowledged before me this 15th day of March, 19 82, by Nancy Frances Moreland a/k/a Nancy Frances Croff

Witness my hand and official seal.

My commission expires .....

My Commission Expires July 11, 1985
2&E Pachella Pointe, Suite 10
Colorado Springs, CO 80903

Notary Public

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

Form No. 5002 - Center Printing Co., Colorado Springs, Colo

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FOR INSERT: 0173454S

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BOOK 5542 PAGE 506

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

GRANT OF RIGHT OF WAY

Eagle Crest Associates 6 of 8

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

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

Ten (10) feet either side of a center beginning at point A North of the Northeast property corner of Tract 5, Eagle Crest Estates, thence in a Northerly direction across Tract 7 to a point located approximately ten (10) feet East of point B on the farthest North property line of Tract 7, Eagle Crest Estates

See exhibit on back

In NE¼ Section 25 Township 11 South, Range 66 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 convenants 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: August 11, 1988

EAGLE CREST ASSOCIATES

Harley G. Jergensen (SEAL)
General Partner

(SEAL)

(SEAL)

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

The within instrument was acknowledged before me this 11th day of August 1988 by Harley G. Jergensen

WITNESS my hand and official seal.

JANICE M. ROSSI NOTARY PUBLIC STATE OF COLORADO

My Commission Expires May 16, 1992

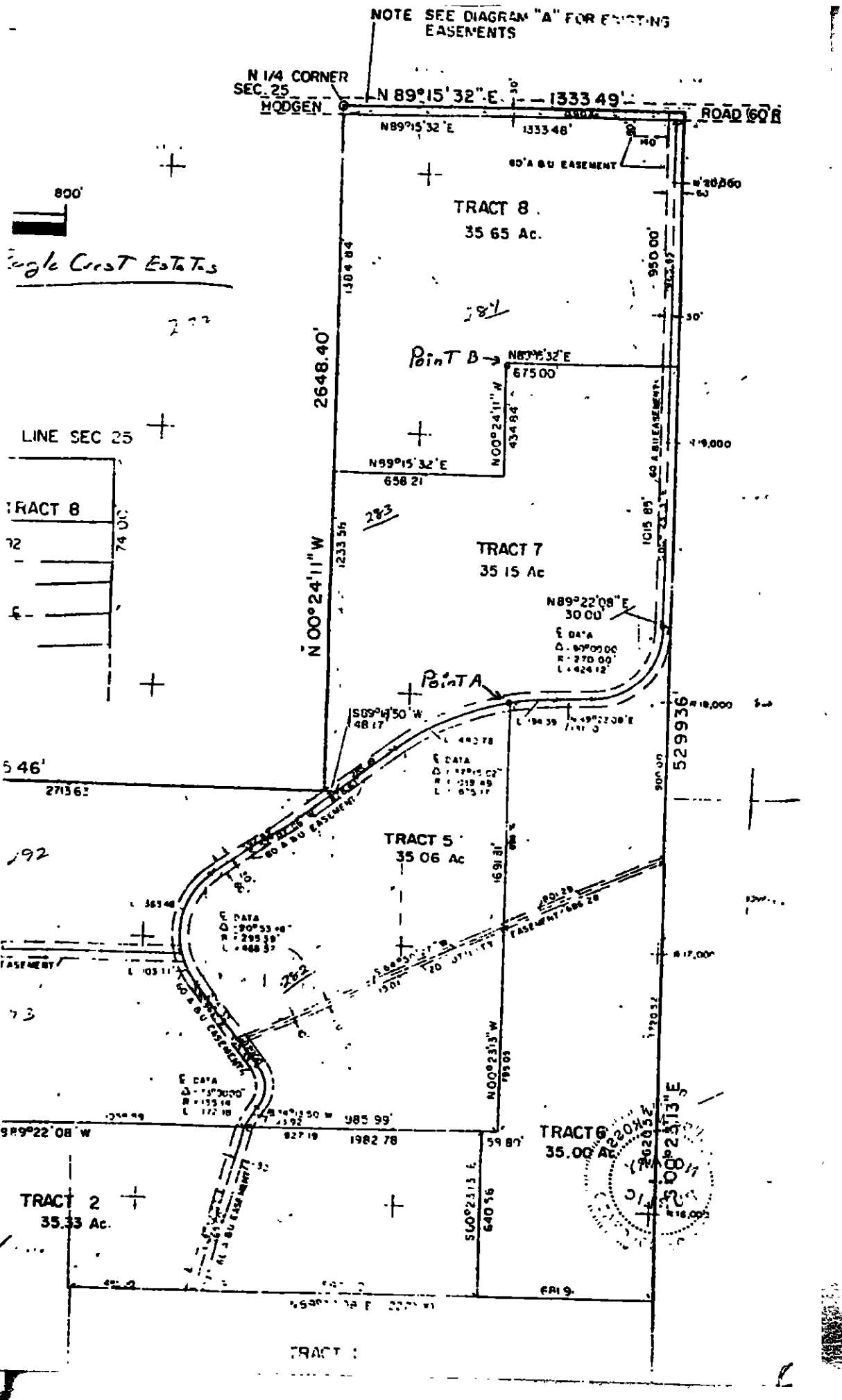
Janice M. Rossi
Notary Public
11140 E. Woodmen Rd
Notary's Home or Business Address
Peyton, Co 80831

Account No.

Work Order No. 88-0220

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BOOK 5542 PAGE 507



9 30 1993

002362700 93 SEP 30 PM 3:59 BOOK 6272 PAGE 1315

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

for Parcel 61000-00-292

PROTECTIVE COVENANTS
FOR
EAGLE CREST ESTATES

do

Declaration and establishment of Building restrictions and protective covenants upon the following described real property: The North one-half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the West one half of the East one half of Section 25, Township 11 South, Range 66 West of the 6th P.M., in EL Paso County, Colorado.

1. General: It is the intention of these covenants that the lands within Eagle Crest Estates shall be developed and maintained as a highly desirable rural residential area.

2. Dwelling Size and Type: All dwellings shall be of a permanent nature. The living area of a residence shall consist of a finished floor area exclusive of garages, open porches, atriums, decks or basements of not less than 1,200 square feet. Mobile homes shall be permitted as a temporary residence for a period not to exceed twelve (12) months during the construction of a permanent residence, provided such usage is not in violation of the then current EL Paso County codes pertaining to such usage.

3. Rubbish and Junk: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No trash, litter of junk shall be permitted to remain exposed upon the premises and visible from roadways or adjoining or nearby premises.

4. Animals: Horses, livestock, fowls and household pets as the term is generally understood may be kept on said property provided the same do not create a nuisance to adjoining properties in the form of either noise or odor.

Roads not Grey

5. Term of Covenants: These Covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of the (10) years unless an instrument signed by three-fourths (3/4) majority of the then owners of the tracts has been recorded, changing said Covenants in whole or in part.

6. Enforcement: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

***Also see Eagle Crest Road Maintenance Agreement and Grazing Association Agreement.

9 30 1993

for Parcel 61000-00-292

***SEE ALSO: Eagle Crest Road Maintenance Agreement & Covenants

BOOK 6272 PAGE 1316

EAGLE CREST ESTATES COOPERATIVE GRAZING ASSN.

We the undersigned do mutually agree upon and support the origination and organization of the Eagle Crest Estates Cooperative Grazing Assn.. The purpose of this association is to maintain the entirety of Eagle Crest Estates in an agricultural styled country setting through the leasing of all open acreage for the grazing of cattle and other livestock. We unanimously agree to, and support the conditions set forth below.

1. All acreage within the bounderies of Eagle Crest Estates, will be maintained under a grazing lease agreement at all times.

2. Any areas individual property owners do not wish open to grazing, shall be fenced off from the general grazing area.

3. Proposed leases shall be presented to all property owners, and shall be approved by a majority vote of the current property owners.

4. No harassment of livestock will be tolerated at any time. Violators will be subject to legal proceedings and will incur the total expense of said proceedings

5. This agreement shall be in force for a period of five years from the date of inception, and renewable after five years by a majority vote of the then current property owners.

6. All expenses and all profits shall be shared in equal portions by all property owners.

Property owners signatures:

Tract 1- Charles R Farrar

Tract 2- Lucy H. Farrar

Tract 3- Estate of James G. Akers by- J. Nutty personal representative

Tract 4- Jonathan Call

Tract 5- D. H. Pace

Tract 6- Mary L. Hamaker Dian E. Hamaker

Tract 7- Wally Hergenrader, General Partner, Eagle Crest Assoc.

Tract 8- Londa Phillips Michael T. Phillips

Dated June 1, 1989

County of Deschutes

Acknowledged Nancy J. Gilbert 6-3-

My commission expires 2-19-90

2-19-90

9 30 1993

For Parcel 61000-00-292

BOOK 6272 PAGE 1317

EAGLE CREST ESTATES ROAD MAINTENANCE AGREEMENT

The following maintenance agreement shall be binding on all properties and property owners within the subdivision, and shall pass automatically to their heirs, successors or assignees, for a period of twenty years, with automatic renewal for an additional twenty years unless repealed by unanimous vote at the time of renewal. This agreement shall be amendable by unanimous agreement each year at the annual property owners spring meeting. All roads originally platted in the subdivision engineers plats shall fall under this maintenance agreement (ie. Farrar Dr. & Siesta Grove).

1. There shall be a capped yearly expenditure for regular maintenance not to exceed $1600. Any larger expenditure, and all necessary maintenance to be done, must be agreed upon by all owners at the spring meeting prior to any work being performed. The cap-rate may be increased or decreased in the future by a unanimous agreement of all owners.

2. The cost of the road maintenance shall be divided on a percentage of use basis. The distance from Hodgen to each driveway as a percentage of all the added distances shall be each property owners percentage. The intersection of Farrar and Siesta Grove shall serve as the measuring point for the two properties on Siesta Grove, (ie.Tracts 3 & 4). Maintenance for the deeded road easement portion of Siesta Grove shall be paid for by the two adjoing properties it serves.

3. The roads shall be maintained in an open and passable condition at all times. Snow removal shall be decided on as necessary by all the affected parties.

4. All property owners shall participate financially in the maintenance of the roads to the extent of their percentage share of actual costs, or their percentage of the cap-rate figure, which ever is less. Legal remedies may be utilized for non-participation. Non participants may be held responsible for all incurred legal fess for both parties.

continued

9 30 1993

for Parcel 61000-00-292

BOOK 6272 PAGE 1318

page 2 of 2-Eagle Crest Road Maintenance Agreement

This road maintenance agreement is agreed to and accepted and shall commence immediately upon the signing by all property owners.

Ronald G. Lee Christine C. Lee
Tax schedule-61000-00-294 & 61000-00-288 a.k.a. tracts 1 & 2 date
Ronald G. and Christine C. Lee

John E. Stroud
Tax schedule-61000-00-293 a.k.a.tract 3 9/21/93 date
John E. and Gwen Stroud

Jonathan J. Ewell Susan M. Ewell 9-21-93
Tax schedule-61000-00-283 & 61000-00-292 a.k.a. tracts 4 & 7 date
Jonathan J. and Susan M. Ewell

Gary L. Hamacher Diane E. Hamacher 9-25-93
Tax schedule-61000-00-295 a.k.a. tract 6 date
Gary L. and Diane E. Hamacher

Verena Parsons 93-09-21
Tax schedule-61000-00-282 a.k.a.tract 5 date
Daniel S. and Verena K. Parsons

Michael F. Phillips Londa I. Phillips 9/21/93
Tax schedule-61000-00284 a.k.a.tract 8 date
Michael F. and Londa I. Phillips

notary Jonathan J. Ewell notary Linda J. Stroud
Notary Public, State of Colo. 80908
21 Sept 1993
com.expires 6/12/96 com. expires June 24 1995
By Ronald & Christine Lee
John E. & Gwen Stroud
Gary L. & Diane E. Hamacher
Daniel S. & Verena K. Parsons
Michael F. & Londa I. Phillips

See also: Eagle Crest Grazing Assn. & Covenants

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PGS 13 $73.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

When recorded, return to:
Ent Credit Union
11550 Ent Parkway
Colorado Springs, CO 80921

Title Order No.: 4370COR
Escrow No.: 4370COR
LOAN #: 191090

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DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is **QUENTIN DASSONVILLE, IN SEVERALTY**

currently residing at **940 Oak Bend Ct, Colorado Springs, CO 80919.**

Borrower is the trustor under this Security Instrument.
(B) "Lender" is **Ent Credit Union.**

Lender is a **State Chartered Credit Union,** organized and existing under the laws of **Colorado.** Lender's address is **11550 Ent Parkway, Colorado Springs, CO 80921.**
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.
(C) "Trustee" is the Public Trustee of **El Paso** County, Colorado. The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated **February 28, 2025,** and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **SEVEN HUNDRED NINETY THOUSAND AND NO/100*** ********** Dollars (U.S. **$790,000.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **March 1, 2055.**

4370COR

LOAN #: 191090

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
☐ 1-4 Family Rider ☐ Planned Unit Development Rider ☐ V.A. Rider
☐ Other(s) [specify]

(F) "Security Instrument" means this document, which is dated **February 28, 2025,** together with all Riders to this document.

Additional Definitions

(G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(H) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).
(J) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.
(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.
(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.
(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.
(N) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
(P) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.
(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.
(S) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(W) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

LOAN #: 191090

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **El Paso:**

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 6100000292

which currently has the address of **15850 Siesta Grv, Colorado Springs** [Street] [City]

Colorado **80908** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Colorado state requirements to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does

not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions

in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of the Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;

(ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Colorado. All rights and obligations contained in this Security Instrument are subject to any

requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

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

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the

notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will give written notice to Trustee of the Default and of Lender's election to cause the Property to be sold. Lender will mail a copy of the notice to Borrower as provided in Section 16. Trustee will record a copy of the notice in the county in which the Property is located. Trustee will publish a notice of sale for the time and in the manner provided by Applicable Law, and will mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other required recipients. At a time permitted and in accordance with Applicable Law, Trustee, without further demand on Borrower, will sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following

LOAN #: 191090

order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender will request that Trustee release this Security Instrument and will produce for Trustee, duly cancelled, all notes evidencing the debt secured by this Security Instrument. Trustee will release this Security Instrument without further inquiry or liability. Borrower will pay any recordation costs and the statutory Trustee's fees associated with such release.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

2/28/25

QUENTIN DASSONVILLE (Seal) **DATE**

State of Colorado
County of El Paso

This record was acknowledged before me on Feb 28 2025 **(date) by QUENTIN DASSONVILLE.**

(Notary's official signature)

(Title of office)

(Commission Expiration) _____

LEANNE HANNA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214041190
MY COMMISSION EXPIRES OCTOBER 18, 2025

Lender: Ent Credit Union
NMLS ID: 405466
Loan Originator: Michael Louis Madril
NMLS ID: 746044

Exhibit 'A'

Tract 4, Eagle Crest Estates which is described as follows:

A tract of land located in a portion of Section 25, Township 11 South, Range 66 West of the 6th P.M., being more particularly described as follows: Commencing at the North Quarter corner of said Section 25; Thence N 85 degrees 15'32" E along the North line of said Section 25, a distance of 1333.49 feet to the Northeast corner of the West one half of the East one half of said Section 25; Thence S 00 degrees 23'13" E along the East line of the West one half of the East one half of said Section 25, a distance of 1995.85 feet; Thence S 89 degrees 22' 08" W, a distance of 30.00 feet to the centerline of a sixty foot (60') access and utility easement; Thence Southwesterly along the arc of a 270.00 foot radius curve, also being the centerline of said easement, through a central angle of 90 degrees (which the long chord bears S 44 degrees 22'08" W a long chord distance of 381.84 feet; an arc distance of 424.12 feet; Thence S 89 degrees 22'08" W along the centerline of said easement, a distance of 131.10 feet to a point of curve; Thence Southwesterly along the arc of a 1038.49 foot radius curve, also being the centerline of said easement, through a central angle of 37 degrees 15'02" (which the long chord bears S 70 degrees 44'37" W a long chord distance of 663.34 feet) an arc distance of 675.17 feet; thence S 52 degrees 07'06" W along the centerline of said easement, a distance of 285.99 feet to the Point of Beginning; thence continuing along the last described course S 52 degrees 07'06" W, a distance of 592.62 feet to a point of curve; thence Southerly along the arc of a 295.39 foot radius curve, also being the centerline of said easement, through a central angle of 70 degrees 53'16" (which the long chord bears S 16 degrees 40'28" W a long chord distance of 342.60 feet) an arc distance of 365.46 feet; thence S 89 degrees 18'50" W, a distance of 2136.45 feet to a point on the West line of the Southwest Quarter of said Section 25; Thence N 00 degrees 26'02" W along the West line of the Southwest Quarter of Section 25, a distance of 665.00 feet to the Southwest corner of the Northwest Quarter of Section 25; Thence N 89 degrees 18'50" E along the South line of the Northwest Quarter of said Section 25, a distance of 2665.46 feet to the Southeast corner of the Northwest Quarter of said Section 25; thence N 89 degrees 18'50" E, a distance of 48.17 feet to the Point of Beginning.

Together with and subject to access and utility easements recorded in Book 3553 at Page 987 and in Book 3553 at Page 985, El Paso County records, County of El Paso, State of Colorado.

Docusign Envelope ID: 379279B1-B925-4EC7-B2F7-F0AA4C5E21B2

225051097 6/17/2025 2:56 PM
PGS 5 $33.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

After Recordation, Please Return to:
IMPACT DEVELOPMENT FUND
200 E. 7th Street, Suite 412
Loveland, CO 80537

LAND RECORD NOTICE OF ELECTRIFY AND SAVE ON-BILL REPAYMENT PROGRAM CHARGE

This Notice of an Electrify and Save On-bill Repayment Program Charge is provided Pursuant to the Code of Colorado Regulations (CCR) 700 (Department of Regulatory Agencies), 723 (Public Utilities Commission), and Rule 4 CCR 723-3.

Name, Address and Contact Information of Electricity Provider (the "Provider"):

Mountain View Electric Association, Inc.
1140 E. Woodmen Road, Falcon, CO 80831

Name and Address of Property Owner (the "Member"):
Quentin Dassonville
15850 Siesta Grove, Colorado Springs, CO 80908

Address and Tax Map Number of Property Subject to Agreement and Electrify & Save Charge (the "Property"):
15850 Siesta Grove, Colorado Springs, CO 80908

Legal Description:
Subdivision Name: MONUMENT ADD NO 1 - PLAT BOOK A PAGE 27 Tract No: 4 Sec/Twn/Rng/Mer: SEC 25 TWN 11S RNG 66W Brief Description: TRACT IN S2 OF SEC 25-11-66 AS FOLS: COM AT N4 COR OF SD SEC, TH N 89<15'32" E 1333.49 FT TO NE COR OF W2E2 OF SD SEC, S Recorder's Map Ref: MP: 2223

On **06/11/2025,** the Provider entered into that certain Electrify and Save (E&S) Program Agreement with the member receiving electricity as a retail customer ("Member") for the financing of the purchase price and installation costs of energy efficiency and electrification measures to the Property. The Agreement provides that the costs must be recovered by an E&S charge on the electricity account of the Member until paid in full. Upon a change in the occupancy or ownership of the Property, if any amounts remain outstanding, the E&S charge will remain in effect on the electricity account related to the Property. A failure to pay the E&S charge may be treated by the Provider as a failure to pay the electricity account, and the Provider may disconnect electricity service for nonpayment of the E&S charge, provided, that the Provider complies with all applicable laws, rules, regulations, or ordinances relating to disconnections.

This Notice of a E&S Charge does not constitute a lien on the Property but is intended to give a purchaser ("Purchaser") of the Property notice that the Property is subject to a E&S charge.

Any Purchaser may ascertain the amount of the charge and the length of time it is expected to remain in effect by contacting the Provider through the contact information set forth above. Further, any Purchaser is hereby notified that if Purchaser acquires the Property, Purchaser shall have an obligation to notify a tenant if the Purchaser leases the Property and intends to hold the tenant responsible for establishing an electricity account and for paying electricity bills at the property. In such case, the Purchaser must give a written notice of the E&S charge delivered by hand, by registered or certified mail, or included in the lease (whether electronic or hard copy) before the commencement of the tenancy. A proof of mailing shall constitute notice without proof of receipt.

Dated this 11th day of June, 2025.

MEMBER:

Signed by:

By: "member name"

PROVIDER:

Signed by:

Mountain View Electric Association, Inc.

By: Sarah Pinkerton

Its: Authorized Signatory

PRIVATE TARIFF RIDER
ELECTRIFY AND SAVE PROGRAM

Mountain View Electric Association, Inc.

AVAILABILITY

Service ("**Service**") under this Electrify and Save Private Tariff Rider ("**Rider**") shall be available in Colorado served by Mountain View Electric Association, Inc. ("**coop abb.**", also known as the "**Provider**"), and such Service shall be subject to established tariffs and policies of Provider. This Rider is an optional and voluntary tariff available to a property owner receiving electricity from Provider ("**Member**") who take service under any rate schedule for eligible measures, such as structural improvements and investments in cost effective, commercial technologies to increase energy efficiency ("**Eligible Measures**"), within Provider's service territory. It shall not be a requirement that the Eligible Measures be all-electric. Eligible Measures that address upgrades to existing buildings deemed unlikely to be habitable or to serve their intended purpose for duration of service charges will not be approved unless other funding can affect necessary repairs. In the future, this Rider may be applicable to tenants receiving electricity from Provider.

APPLICATION

A monthly Electrify & Save ("**E&S**") charge will be assigned to the Member's residence where the Eligible Measures are installed (also referred to herein as the "**Service Location**"). The Member shall pay the E&S charge related to the Eligible Measures until all upfront costs, including interest, provided by Tri-State Generation and Transmission Association, Inc. ("**Tri-State**") and administered by Colorado Clean Energy Fund ("**CCEF**", also known as the "**Program Administrator**") have been recovered. CCEF will recover the costs of the upfront investments, including any fees allowed, in this Rider via collection through the Member's utility bill transmitted by Provider for the Service Location at which the Eligible Measures were installed. E&S charges will be set for a duration not to exceed ten (10) years. The E&S charge and duration of payments will be included in the Electrify & Save On-Bill Repayment Program Agreement between CCEF and the Member ("**Program Agreement**").

ELECTRIFY AND SAVE PROGRAM TERMS

ROLES AND RESPONSIBILITIES

The Member is a property owner receiving electricity from the Provider, as further described in the Program Agreement, an agreement outlining the Electrify and Save On-Bill Repayment Program ("**E&S Program**") that is entered into by the Member. The Member is responsible for paying the monthly utility bill issued by the Provider in accordance with the Member's policies and the invoice.

The Provider is an electric cooperative or public power district providing electricity to Member. The Provider is responsible for issuing a monthly bill to the Member that includes the E&S charge and is responsible for collecting payment from the Member. The Provider is also responsible for remitting payment to the Program Administrator.

The Program Administrator is a nonprofit clean energy investment fund. The Program Administrator is responsible for the distribution of funds provided for this Electrify and Save On-Bill Repayment Program for the purposes of paying the upfront Eligible Measures cost, including interest, and for servicing the repayment obligation. The upfront costs of the Eligible Measures are to be funded through the United States Department of Agriculture's ("**USDA**") Rural Development program, known as Rural Energy Saving Program ("**RESP**").

Further responsibilities, understandings, and authorizations of Member, CCEF, landlord (if applicable) and the contractor of Member hired by Member to procure and install the Eligible Measures ("**Member Contractor**") shall be outlined in written agreements, notifications, and disclosures/consents.

1. No up-front payment is required by participating Member. The initial cost of the approved Eligible Measures will be paid by CCEF on behalf of Tri-State up to the maximum amount established for each E&S Eligible Measures directly to the Member Contractor.

2. The repayment obligation for the Eligible Measures shall be assigned to the Service Location at which the Eligible Measures were installed and will survive changes in ownership.

3. Until cost recovery, including interest, for the Eligible Measures at the Service Location is complete, the terms of this Rider shall be binding on Member, the Service Location and any future member who shall receive service at that Service Location. Any partial monthly payments of a Member's monthly electricity bill will first be applied to the E&S charge, then to the Member's other expenses and charges on its monthly electricity bill, including electric usages.

4. The Eligible Measures, including interest, shall be recovered through a monthly E&S charge on the utility bill to Member from Provider. The E&S charge on the utility bill is a binding financial obligation. Consumers who receive electric service at the Service Location are contractually obligated to pay their entire utility bill, including the E&S charge.

5. A Member's signature on the Program Agreement shall indicate acceptance of this Rider. If the Member is not the owner of the Service Location, both the Member's signature and Service Location owner's signature are required to indicate acceptance of this Rider.

6. As part of the Program Agreement and this Rider, Member must agree that any partial monthly payments will first be applied to the E&S charge then to the Member's electric account.

7. Tri-State and/or Member Contractor enrolled in the E&S Program will be responsible for estimating resource savings, based on Member Contractor project proposal, to ensure adherence to the terms laid out by the USDA RESP, the source of funds for the E&S Program.

8. Once costs, including interest, for Eligible Measures at the Service Location have been fully recovered, the monthly E&S charge shall no longer be billed.

9. CCEF, as Program Administrator, will be responsible for the following, which shall be included in the Program Agreement and any exhibits attached to the Program Agreement:

    a. Calculating the E&S charge: the E&S charge is the charge to be included on a Member's utility bill, based on the actual cost of the proposed measure(s) and accrued interest at the agreed-upon rate as defined in the Program Agreement.

    b. Setting the number of payments: this will be the number of monthly periods for which the E&S charge will apply at the Service Location. The E&S number of payments shall not exceed ten years.

    c. Determining the Total Project Cost: the total actual cost of the Eligible Measures being financed, for the purpose of calculating the E&S charge ("**Total Project Cost**"). Project cost will include (I) the final amount billed by the Member Contractor, and paid by CCEF, subject to the terms of this Program Agreement, (ii) the administration fee, and (iii) applicable county filing fees.

QUALITY ASSURANCE

When the Eligible Measures are completed and any required inspections are completed and approved, the Member Contractor shall be paid following approval of the installation by Tri-State. Neither Tri-State, Provider, nor CCEF guarantee the performance of the Eligible Measures or the quality of work of any Member Contractor.

TRANSITION IN ROLES

Payments due pursuant to the Program Agreement are based upon the meter serving each Service Location participating under this Rider. All responsibility for outstanding E&S obligations and payments belong to the Member or any successor party to the Member, including any subsequent owner, or otherwise. Note, to the extent necessary, each Member maintains all disclosure obligations. For example: If a member sells its home, they are required to notify the purchaser of the Rider obligation. Failure to provide such notification shall not affect [coop]'s ability to continue billing pursuant to this Rider. Owner disclosure forms are provided in the Exhibits of the Program Agreement.

OTHER TERMS

1. This Rider only applies to Eligible Measures installed by a Member Contractor who is enrolled in the E&S Program.
2. Properties in which the Eligible Measures will be installed must be permanently anchored to a foundation.

Member Signature: Signed by: 6F92509D6B8B438... Date: 6/9/2025

226039922 4/28/2026 9:40 AM
PGS 5 $43.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

WHEN RECORDED, MAIL TO

Wings Credit Union
11550 Ent Parkway
P O. Box 15819
Colorado Springs, CO 80935-5819
(719) 574-1100
(800) 525-9623
NMLSR ID # 405466

Revolving Credit Deed of Trust

LOAN ORIGINATOR NAME AND NMLSR ID #: STEVEN WALPOLE 2239624

THIS DEED OF TRUST (hereinafter referred to as the "Security Instrument") CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS DEED OF TRUST ("Security Instrument") is made on 4/22/2026
The Grantor is QUENTIN DASSONVILLE
("Borrower").
The Trustee is the Public Trustee of EL PASO County, State of Colorado ("Trustee").
The Beneficiary is Wings Credit Union a corporation organized and existing under the laws of the state of Colorado whose address is
11550 ENT PARKWAY
COLORADO SPRINGS, CO 80921 ("Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created;
TO SECURE to Lender:

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the Home Equity Credit Line Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed
NINETY THOUSAND DOLLARS AND NO CENTS ($90,000.00).
That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment ("maturity") Date of 4/28/2046 the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

(3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.

BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in, the County of EL PASO State of Colorado:
EXHIBIT A

which has the address of 15850 SIESTA GRV
COLORADO SPRINGS, Colorado, 80908 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property".

Complete if applicable:
This Property is part of a condominium project known as _____
This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property is in a Planned Unit Development known as _____

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Security Instrument are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

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DEED OF TRUST (continued)

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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DEED OF TRUST (continued)

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice addressed to Borrower at Borrower's last known address as reflected in Lender's records, and (b) any notice to Lender shall be given by mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Security Instrument at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.

18. **Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

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

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. **Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. Such action or inaction by Borrower would include, but would not be limited to, (a) Borrower's failure to maintain required insurance, (b) Borrower's transfer or sale of the Property without Lender's permission, (c) Borrower's failure to pay taxes on the Property, (d) Borrower permitting the filing of a lien senior to that of the Security Instrument, (e) the Borrower dies and is the sole obligor under the Credit Agreement, (f) the Property is foreclosed upon by a prior lien holder or (g) the Property is taken through eminent domain. If an event of default occurs, Lender, at Lender's option, without further notice or demand (except as may otherwise be provided by applicable law), may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a copy of such notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of such notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

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DEED OF TRUST (continued)

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time when the purchaser will be entitled to Trustee's deed thereto. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. **Borrower's Right to Reinstate.** Whenever the default is nonpayment of sums due under this Security Instrument, and not withstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any foreclosure proceedings commenced by Trustee at the request of Lender to enforce this Security Instrument discontinued if (a) at least seven (7) days prior to date the foreclosure sale is to be held, or such other time period as may be provided by law, Borrower gives written notice to Trustee of Borrower's intention to cure the default and if, on or before the date and time provided by law, Borrower pays to Trustee all delinquent principal and interest payments which are due as of the date of such payment exclusive of the portion of principal which would not have been due in the absence of acceleration, plus costs, expenses, late charges, attorney's fees, public trustee's fees and costs, and other fees incurred by Lender as of the date of payment in connection with such foreclosure proceedings; (b) Borrower cures all breaches or any other covenants or agreements of Borrower contained in the Security Instrument; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 22 hereof or abandonment of the Property, Lender in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

25. **Release.** This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When, according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall request Trustee to release this Security Instrument and shall surrender the Credit Agreement to Trustee. Trustee shall release this Security Instrument without further inquiry or liability. To the extent permitted by law, Lender may charge Borrower the statutory Trustee's fees and require Borrower to pay costs of recordation, if any.

REQUEST FOR NOTICE OF DEFAULTAND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

SIGNATURE & ACKNOWLEDGMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X _____ X _____

STATE OF COLORADO , EL PASO County ss:

The foregoing instrument was acknowledged before me this 22 day of APRIL, 2026

by QUENTIN DASSONVILLE

Witness my hand and official seal.

My Commission expires: 02-07-2029

_____
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

TYLER WETMORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254004755
MY COMMISSION EXPIRES FEBRUARY 07, 2029

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EXHIBIT A

TRACT 4, EAGLE CREST ESTATES WHICH IS DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN A PORTION OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE N 85 DEGREES 15'32" E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1333.49 FEET TO THE NORTHEAST CORNER OF THE WEST ONE HALF OF THE EAST ONE HALF OF SAID SECTION 25; THENCE S 00 DEGREES 23'13" E ALONG THE EAST LINE OF THE WEST ONE HALF OF THE EAST ONE HALF OF SAID SECTION 25, A DISTANCE OF 1995.85 FEET; THENCE S 89 DEGREES 22' 08" W, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF A SIXTY FOOT (60') ACCESS AND UTILITY EASEMENT; THENCE SOUTHWESTERLY ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE, ALSO BEING THE CENTERLINE OF SAID EASEMENT, THROUGH A CENTRAL ANGLE OF 90 DEGREES (WHICH THE LONG CHORD BEARS S 44 DEGREES 22'08" W A LONG CHORD DISTANCE OF 381.84 FEET; AN ARC DISTANCE OF 424.12 FEET; THENCE S 89 DEGREES 22'08" W ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 131.10 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1038.49 FOOT RADIUS CURVE, ALSO BEING THE CENTERLINE OF SAID EASEMENT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15'02" (WHICH THE LONG CHORD BEARS S 70 DEGREES 44'37" W A LONG CHORD DISTANCE OF 663.34 FEET) AN ARC DISTANCE OF 675.17 FEET; THENCE S 52 DEGREES 07'06" W ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 285.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE S 52 DEGREES 07'06" W, A DISTANCE OF 592.62 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG THE ARC OF A 295.39 FOOT RADIUS CURVE, ALSO BEING THE CENTERLINE OF SAID EASEMENT, THROUGH A CENTRAL ANGLE OF 70 DEGREES 53'16" (WHICH THE LONG CHORD BEARS S 16 DEGREES 40'28" W A LONG CHORD DISTANCE OF 342.60 FEET) AN ARC DISTANCE OF 365.46 FEET; THENCE S 89 DEGREES 18'50" W, A DISTANCE OF 2136.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N 00 DEGREES 26'02" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 665.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 25: THENCE N 89 DEGREES 18'50" E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2665.46 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE N 89 DEGREES 18'50" E, A DISTANCE OF 48.17 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO ACCESS AND UTILITY EASEMENTS RECORDED IN BOOK 3553 AT PAGE 987 AND IN BOOK 3553 AT PAGE 985, EL PASO COUNTY RECORDS, COUNTY OF EL PASO, STATE OF COLORADO.