

Unified Title Company, LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-578-5900**
Fax: **719-578-5060**

Transmittal Information

Date: 11/06/2018

File No: 61365UTC

Property Address: 18550 Midway Ranch Road, Fountain, CO 80817

Buyer\Borrower: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below

Seller: CORVETTE PARTNERS, LLP, a Colorado limited liability partnership

For changes and updates please contact your Escrow:

Escrow Officer:

Unified Title Company, LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-578-5900
Fax: 719-578-5060
E-Mail:

Title Officer:

Kara DeMasters
Unified Title Company, LLC
c/o ET Production Services, LLC

Processor:

E-Mail:

Copies Sent to:

Customer:

Hoff & Leigh Colorado Springs, LLC
1259 Lake Plaza Drive, Suite 200
Colorado Springs, CO 80906
Phone: 719-630-2277 Fax:
Attn: Ron Allen
Email: rallen@hoffleigh.com

Buyer:

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below

Seller:

CORVETTE PARTNERS, LLP, a Colorado limited liability partnership

Buyer's Agent:

Seller's Agent:

Hoff & Leigh Colorado Springs, LLC
1259 Lake Plaza Drive, Suite 200
Colorado Springs, CO 80906
Attn: Ron Allen
Phone: 719-630-2277 Fax:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:

Attn:

Email:

Phone: Fax:

Attn:

Email:

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

1. Effective Date: **October 27, 2018, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>Informational</i>	\$	350.00
Total:	\$	350.00

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

4. The Title is, at the Commitment Date, vested in:
CORVETTE PARTNERS, LLP, a Colorado limited liability partnership

5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

****For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **18550 Midway Ranch Road, Fountain, CO 80817**

Countersigned
Unified Title Company, LLC

By:



Kara DeMasters

EXHIBIT "A"

Parcel A:

A tract in the South one half of Section 15, and in the North one half of Section 22, both in Township 17 South, Range 65 West of the 6th P.M., in El Paso County, Colorado described as follows:

Beginning at the Southwest corner of said Section 15; thence North 00° 59' 22" East along the West line of said Section 15, 843.09 feet to the Northwest corner of the South half of the South half of the North half of the South half of the Southwest quarter of said Section; thence South 88° 55' 45" East along said North line and its Easterly extension 2700.00 feet, more or less, to the Westerly right of way line of Interstate Highway 25; thence along said Westerly right of way line for the following five (5) courses: (1) South 20° 04' 13" East, 313.59 feet; (2) along the arc of a curve to the right with a radius of 5604.58 feet, a central angle of 02° 00' 00", an arc distance of 195.64 feet; (3) South 18° 04' 13" East, 294.80 feet; (4) South 00° 58' 13" East, 85.00 feet; (5) South 18° 04' 13" East, 599.66 feet; thence North 88° 59' 13" West 3169.03 feet to the West line of Section 22; thence North 00° 20' 49" East 566.75 feet to the point of beginning; together with a tract described as follows:

Commencing at the Southwest corner of said Section 15; thence North 00° 59' 22" East along the West line of said Section 15, 843.09 feet to the Northwest corner of the South half of the South half of the North half of the South half of the Southwest quarter of said Section; thence South 88° 55' 45" East, along said North line, 1650.00 feet to the true point of beginning; thence North 00° 59' 22" East 6.00 feet; thence South 88° 55' 45" East 400.00 feet, more or less, to the Westerly line of the tract described in [Book 2550 at Page 165](#); thence Southerly along said Westerly line 6.00 feet; thence North 88° 55' 45" West 400.00 feet to the point of beginning; but excepting from these tracts the following parcel:

Commencing at the Southwest corner of said Section 15; thence North 00° 59' 22" East along the West line of said Section 15, 843.09 feet to the Northwest corner of the South half of the South half of the North half of the South half of the Southwest quarter of said Section; thence South 88° 55' 45" East, along said North line, 1250.00 feet to the true point of beginning; thence South 00° 59' 22" West 6.00 feet; thence South 88° 55' 45" East 400.00 feet; thence North 00° 59' 22" East 6.00 feet; thence North 88° 55' 45" West 400.00 feet to the point of beginning.

Parcel B:

Those non-exclusive easement rights over undefined portions of the South half of Section 15, Township 17 South, Range 65 West of the 6th P.M. conferred by instruments recorded: (1) November 18, 1964 in Book 2044 at Pages 967, 969 and 971; (2) July 14, 1972 in Book 2505 at Pages 705 and 706; (3) March 1, 1974 in [Book 2659 at Page 15](#); and (4) that easement described in instrument recorded February 9, 1999 at [Reception No. 99020929](#), all being in the records of the El Paso County, Colorado, Clerk and Recorder.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

**SCHEDULE B, PART I
Requirements**

Effective Date: **October 27, 2018 at 7:30am**

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.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE B, PART II Exceptions

Effective Date: **October 27, 2018 at 7:30am**

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Terms, agreements, provisions, conditions, obligations and easements as contained in Agreement for Right of Way to The Postal Telegraph Cable Company, recorded May 26, 1891 in [Book 114 at Page 125](#).
10. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way Deed, recorded October 13, 1905 in [Book 401 at Page 93](#).
11. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way to Mountain

States Telephone and Telegraph Co., recorded June 22, 1929 in [Book 798 at Page 420](#).

12. Terms, agreements, provisions, conditions, obligations and easements as contained in Map and Statement for the Foster No. 1 Pipeline, recorded January 21, 1931 at [Reception No. 481458](#).
13. Each and every right of access to and from State Highway I (Interstate 25) as conveyed to the Colorado Department of Transportation by Deed recorded April 1, 1957 in [Book 1624 at Page 130](#) and as amended by Deeds recorded June 23, 1977 in [Book 2934 at Page 348](#), recorded September 1, 1977 in [Book 2956 at Page 874](#) and recorded September 4, 1984 in [Book 3913 at Page 119](#).
14. Terms, agreements, provisions, conditions, obligations and easements as contained in Permanent Easement, recorded June 6, 1958 in [Book 1682 at Page 311](#).
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded August 22, 1958 in [Book 1697 at Page 158](#).
16. Reservations and rights as contained in Deeds recorded July 3, 1962 in [Book 1916 at Page 162](#), recorded July 14, 1972 in [Book 2505 at Page 700](#) and recorded February 25, 1975 in [Book 2737 at Page 274](#) and in [Book 2737 at Page 276](#).
17. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to William T. Ward, III and Donna S. Ward, recorded February 13, 1963 in [Book 1946 at Page 62](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way to American Telephone and Telegraph Company, recorded October 9, 1963 in [Book 1979 at Page 757](#).
19. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to William T. Ward, III and Donna S. Ward, recorded November 18, 1964 in [Book 2044 at Page 971](#).
20. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded November 22, 1971 in [Book 2450 at Page 933](#).
21. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Timothy T. Ward, recorded March 1, 1974 in [Book 2659 at Page 15](#).
22. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Easement, recorded February 8, 1984 in [Book 3833 at Page 1032](#).
23. Terms, agreements, provisions, conditions and obligations as contained in Agreement recorded February 8, 1984 in [Book 3833 at Page 1033](#).
24. Terms, agreements, reservations, provisions, conditions, obligations, right of way and easements as contained in Deed, recorded October 12, 1984 at [Reception No. in Book 3927 at Page 1247](#).
25. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded January 31, 1986 in [Book 5121 at Page 37](#).
26. Any assessment or lien of Hanover Fire Protection District as disclosed by the instrument recorded August 18, 1993 in [Book 6239 at Page 364](#).
27. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-289 recorded August 11, 2005 at [Reception No. 205124919](#).

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

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded March 28, 2005 as [Reception No. 205042933](#).

Deed recorded March 28, 2005 as [Reception No. 205042934](#).

Deed of Trust from CORVETTE PARTNERS, LLP, a Colorado limited liability partnership to the Public Trustee of El Paso County, Colorado for the use of Five Star Ranch LLC, a Colorado limited liability company to secure \$1,275,000.00, dated March 15, 2005 and recorded March 25, 2005 at Reception No. 205042937.

NOTE: Assignment of the beneficial interest in the Deed of Trust above to Luis Praxmarer, recorded August 17, 2010 at [Reception No. 210079565](#).

Deed of Trust from CORVETTE PARTNERS, LLP, a Colorado limited liability partnership to the Public Trustee of El Paso County, Colorado for the use of 5Star Bank to secure \$450,000.00, dated March 14, 2012 and recorded March 15, 2012 at Reception No. 212029372.

NOTE: Modification of Deed of Trust recorded April 14, 2017 at [Reception No. 217042697](#).

NOTE: Subordination of Deed of Trust recorded March 15, 2012 at [Reception No. 212029439](#).

Financing Statement from CORVETTE PARTNERS, LLP, a Colorado limited liability partnership, debtor to 5Star Bank, secured party, recorded March 15, 2012 at [Reception No. 212029373](#) and Amendment thereto recorded October 6, 2016 at [Reception No. 216115562](#).

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.



1720 Jet Stream Drive, Ste 105
Colorado Springs, CO 80921
Telephone: 719-488-9777
Facsimile: 719-488-9780
www.unifiedtitle.com

UNIFIED TITLE COMPANY

~ WIRING INSTRUCTIONS ~

WARNING!!

These are the **only** wiring instructions you will receive with regard to your transaction closing at Unified Title.

Please **immediately call** your Realtor **AND** your Escrow Officer if you receive any notifications indicating wire instructions have changed.

Wire fraud is a growing crime that is directly impacting innocent people in their home buying process.

WELLS FARGO BANK, N.A.

90 South Cascade Avenue
Colorado Springs, CO 80903

Account Number: **3342749136**
Account Name: **Unified Title Company, LLC**
ABA (Routing) Number: **121000248**

PLEASE REFERENCE

File Number: 56374UTC
Property Address: 1715 Sandy Shore Lane
Monument, CO 80132
Buyer / Borrower: Stephen Kittle and Grace Kittle

IMPORTANT NOTICES

1. ACH TRANSFERS – Unified Title Company does not accept Automated Clearing House (“ACH”) transfers.
2. CYBER FRAUD – If you receive e-mail or any other communication that appears to be generated by Unified Title Company or anyone involved in your transaction that contains new, revised or altered bank wire instructions, consider it suspect and contact your escrow officer immediately.

Canon City
120 North 9th Street, Suite A
Canon City, CO 81212
Telephone (719) 275-2435

Colorado Springs – Broadmoor
2630 Tenderfoot Hills Street, Suite 200
Colorado Springs, CO 80906
Telephone (719) 576-4411

Colorado Springs – Downtown
101 South Sawatch Street, Suite 212
Colorado Springs, CO 80903
Telephone (719) 578-5900

Colorado Springs – Jet Stream
1720 Jet Stream Drive, Suite 105
Colorado Springs, CO 80921
Telephone (719) 488-9777

Denver
1900 Wazee Street, Suite 150
Denver, CO 80202
Telephone (720) 449-7510

Woodland Park
18401 East Highway 24, Suite 114
Woodland Park, CO 80863
Telephone (719) 687-2178

No. 455863

Right of Way

Wm. E. Sweet, and
Channing F. Sweet,

to

The Mountain States Telephone
and Telegraph Co.

Filed for Record 8:45 A. M.

June 13, 1929.

C. R. Furrow, Recorder.

Retain Permanently.

Correct:

Wm. Bell.
R.O.W. Agent

Approved:

B.F.Curtis,
State Const.
Engineer

Approved:

A.W.Young,
State Plant
Superintendent

\$20.00 Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. Twenty and no/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary

underground conduit, poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the property lying west of the Pueblo-Colorado Springs Highway in South West Quarter of North West Quarter, South East Quarter of North West Quarter, East half of South West Quarter and South West Quarter of South West Quarter of Section Fifteen (15) Township Seventeen (17) So. Range Sixty Five (65) West of 6th E. M., County of El Paso and State of Colorado and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires

Poles and anchors to be located on above described property adjacent to west side of Pueblo-Colorado Springs new Highway.

Said sum being received in full payment therefor.

Witness my hand and seal this 10th day of May, A. D. 1929, at Fountain, Colo.
(Postoffice Address)

Witnesses: Wm. Bell

Channing F. Sweet (Seal)

Wm. E. Sweet (Seal)

Land Owner) (Seal)

00000

No. 456284

General Assignment

Charles W. Ryder

to

Ben S. Wendelken

Filed for Record 9:47 A. M.

June 22, 1929.

C. R. Furrow, Recorder.

GENERAL ASSIGNMENT

1 This Indenture, Made this 19th day of June, A. D. 1929,
2 between Charles W. Ryder, party of the first part, of El
3 Paso County, and State of Colorado, and Ben S. Wendelken
4 party of the second part, of El Paso County, State of
5 Colorado:

Witnesseth: That, whereas, the party of the first
part is indebted to divers persons in sundry sums of money
which he is unable to pay in full and is desirous of

providing for the payment of the same so far as in his power by a general assignment of all his property for that purpose: NOW, THEREFORE, the said party of the first part in consideration of the premises and of the sum of one dollar to him in hand paid by the party

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

Commissioner Shupp moved adoption of the following Resolution:

Free

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

RESOLUTION NO. 93-273, Service Plan-3

WHEREAS, the Hanover Fire Protection District Steering Committee did file an application with the El Paso County Planning Department, pursuant to Section 32-1-204(2), C.R.S., for the review of the service plan for the Hanover Fire Protection District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 20, 1993, upon which date the Planning Commission did by formal resolution recommend approval of the subject service plan with conditions; and

WHEREAS, a public hearing was held by the Board on August 9, 1993; and

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

1. That the hearings before the Planning Commission and Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
2. There is sufficient existing and projected need for organized service in the area to be served by the proposed Special District.
3. Existing service in the area to be served by the proposed Special District is inadequate for present and projected needs.
4. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.
5. The area to be included in the proposed Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Resolution No. 93-273, Service Plan-3
Page 2

6. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing Special Districts, within a reasonable time and on a comparable basis.
7. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each County within which the proposed Special District is to be located and each municipality which is an interested party.
8. The proposal is in substantial compliance with a Master Plan adopted pursuant to Colorado Revised Statutes Section 30-28-106.
9. The proposal is in compliance with any duly adopted County, regional or state long-range water quality management for the area.
10. The creation of the proposed Special District will be in the best interests of the area proposed to be served.

NOW, THEREFORE, BE IT RESOLVED that the Service Plan for the Hanover Fire Protection District as submitted by the Hanover Fire Protection District Steering Committee for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference, be approved;

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

1. Bonded indebtedness shall be specifically limited to no more than threepercent of the District's assessed valuation as specified in this Service Plan. Any authorization of indebtedness above this level shall be considered a material modification to the Service Plan and, therefore, subject to Board of County Commissioners' approval.
2. Prior to certification of this Service Plan to District Court, the legal description (Exhibit A) shall be revised to exclude the City of Colorado Springs Hanna Ranch property, property owned by the Fountain Valley Authority, and State Land Board parcels. Exhibit A shall also be revised to fully incorporate any split tax parcels.

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

Resolution No. 93-273, Service Plan-3
Page 3

DONE THIS 9th day of August, 1993, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:


Frederick C. Gilbert
Deputy County Clerk

By Jeri C. Howells
Chairperson

Commissioner Whittemore seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Howells	aye
Commissioner Whittemore	aye
Commissioner Brown	aye
Commissioner Shupp	aye

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 93-273, Service Plan-3
EXHIBIT A

All of the following described real property located in El Paso County, Colorado:

Commencing at the NW corner of Section 35, T15S, R65W; thence easterly a distance of approximately 3.25 miles to the SW corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence northerly a distance of approximately one quarter mile to the NW corner the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately one quarter mile to the NE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence southerly a distance of approximately one quarter mile to the SE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately fifteen and one half miles to the NE corner of Section 35, T15S, R62W; thence southerly a distance of approximately one mile to the SW corner of Section 35, T15S, R62W; thence easterly a distance of approximately one mile to the SE corner of Section 35, T15S, R62W; thence southerly a distance of approximately twelve miles to the SE corner of Section 36, T17S, R62W; thence westerly a distance of approximately twenty-four miles to the SW corner of Section 31, T17S, R65W; thence northerly a distance of approximately four miles to the NW corner of Section 7, T17S, R65W; thence easterly a distance of approximately three miles to the easterly right of way line of U. S. Interstate 25; thence northwesterly along the easterly right of way line a distance of approximately five miles to a point on the southerly line of Section 17, T16S, R65W; thence easterly a distance of approximately one and one half miles to the SW corner of Section 15, T16S, R65W; thence northerly a distance of approximately three miles to the NW corner of Section 3, T16S, R65W; thence easterly a distance of approximately one mile to the NE corner of Section 3, T16S, R65W; thence northerly a distance of approximately one mile to the point of beginning. Excepting therefrom the following described property: Sections 32,33,34,35 T15S, R62W; Sections 1,11,14,23 T16S, R62W; Sections 27,35,36 T17S, R62W.

01352052

1986 JAN 31 AM 10:02

GRANT OF RIGHT OF WAY

BOOK 5121 PAGE 0037

El Paso County Clerk & Recorder

B.A.R. Cattle Company by Cyrus K. Rickel, Jr. Title President

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

20 (twenty) feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

Service lines to arena complex, water well, and paddock lighting.

in Section 15 Township 17 South, Range 65 West,

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

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

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

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

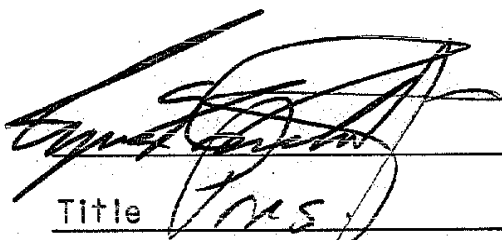
The Grantor agrees that all poles, wires, cables, and other facilities including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

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

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

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

DATED: August 9, 19 84

 (SEAL)
Title President (SEAL)

(SEAL)

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The within instrument was acknowledged before me this 9th day of August, 19 84 by CYRUS K. RICKEL, JR., as President of B.A.R. CATTLE COMPANY, a Texas corporation authorized to do business in the State of Colorado.

Witness my hand and official seal.

My Commission Expires

October 2, 19 86

Account No. 84-0984

Work Order No.


Notary Public

6 Elm Avenue - Broadmoor

Notary's Home or Business Address

Colorado Springs, Colorado 80906

Record

481458

Map and Statement

Filed 829

photo

George S. Foster, Claimant,

to

The Foster No. 1 Pipe Line.

Subscribed and sworn to
by W. B. Colwell, Engineer,
Dec. 18, 1930, before
Herbert K. Wing, N. P.
El Paso Co. Colo. (Seal)
Jan. 21, 1931, 11:43 A. M.

188
502

George S. Foster, Claimant, has caused to be located the Foster No. 1 Pipe Line as hereinafter mentioned, has made these several statements relative thereto, and filed the same in ~~compliance~~ compliance with the laws of the State of Colorado. The accompanying map shows the location of said pipe line and forms a part of this filing.

The headgate is located below the Foster No. 1 Springs, from which it derives its supply of water, whence the Southwest corner of Section 15 bears S. 12° 0' W. 1063.0 feet.

Map shows said pipe line located in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 15, T. 17 S., R. 65 W.

Colorado.
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18, T.

Colorado.
(s)
SEAL)

Voucher
this

No. 129851.)
Right of Way Deed.) Approved Approved Correct.
John H. Smith)
-to-)
Colorado Telephone Co.) \$3.00 RECEIVED OF THE COLORADO TELEPHONE COMPANY, Three 00/
Filed for record 8:53 A.M.) in consideration of which I hereby grant unto said company, its
October 13, 1905,) successors and assigns, the right to construct, operate and main-
W. H. Reed, Recorder.) tain its lines over and along the property which I own, or in
which I have any interest, County of El Paso and State of Colorado
including the necessary poles and fixtures, along the roads,
streets or highways adjoining the property owned by me in said County, said sums received in
full payment for such right, and in full satisfaction for the trimming of any trees along
said lines necessary to keep the wires cleared at least eighteen inches, and with the right
to set the necessary anchor, guy and brace poles and attach to trees the necessary guy wires.
This specifies 3 poles, 2 stubs, 3 anchors, 1 brace in Sections 9, 15 and 22 T. 17 S.
R. 65 W. of the 6th Principal Meridian.

Witness my hand and seal this 2nd day of October, A. D. 1905 at Wigan, Colorado.
(Post-office address.)
John H. Smith (SEAL)
Witness: (Land Owner)
J. P. Lambert
Geo. Rounds.

Covering right of way on Colo. Springs-Pueblo Toll Line 10/2/05.
PRIVATE PROPERTY.

No officer or employee of this Company is authorized to procure a receipt to a Voucher
except upon payment of its amount, and the Company hereby gives notice, that if this Voucher
is signed without payment being made, it is done at the signer's own risk.

No. 130098.)
A G R E E M E N T.)
A G R E E M E N T.) It is hereby agreed and understood by the persons whose
Bertha Pearl Millard Reno) names are signed to this instrument that for and in con-
with) sideration of certain deeds conveyed and bequeathed to Pearl
William H. Reno.) Bertha Millard Reno by her mother, Emma L. Millard during the
Filed for record 8:35 A.M.) year 1900 and thereafter, are to be held by the said Pearl
October 23, 1905,) Bertha Millard Reno in trust until the death of Emma L. Millard
W. H. Reed, Recorder.) and under no circumstances shall Pearl Bertha Millard Reno make
any disposition or disposal of any of said property described in said
deeds without the proper acknowledgment and signature of Emma L. Millard be signed to such
transfer or transfers; that the said Emma L. Millard shall have full and complete control
of all property described in said deeds during her lifetime.

10 12 8 4

01171325

1984 OCT 12 AM 8:17

BOOK 3927 PAGE 1247

Filed for record the day of A.D. 19 at o'clock M. ARDIS W. SCHMITT
El Paso County Clerk & Recorder
No. RECORDER

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That W. T. WARD, TIMOTHY T. WARD, WILLIAM T. WARD, III,
WARD RANCHES, INC., A Colorado Corporation, WILLIAM T. WARD, III, TRUSTEE
of the County of El Paso and State of Colorado for the
consideration of One dollar and other consideration
(\$ 1.00) dollars in hand paid hereby sell and convey to
B. A. R. CATTLE COMPANY, a Texas Corporation
whose legal address is (including road or street address if applicable)
P.O. Box 58580 Colorado Springs Co. 80937
in joint tenancy of the County of Texas and State of El Paso
the following Real Property situated in the County of
and State of Colorado, to wit:

See Exhibit "A" attached hereto:

STATE DOCUMENTARY

OCT 12 1984

FEE \$ 6.33

with all its appurtenances and warrant (s) the title to the same, subject to easements, restrictions, reservations, covenants and rights of way of record, if any, taxes and assessments for the current and subsequent years; reserving unto the grantors the right to do maintenance work as necessary on the pipeline from grantor's spring to grantor's storage tank, which pipeline may cross a part of the above described property.

Signed and delivered this 11th day of October 19 84

W. T. Ward
William T. Ward III
William T. Ward, III

Timothy T. Ward
William T. Ward, III, Trustee
WARD RANCHES, Inc., A Colorado Corporation

W. T. Ward, President

STATE OF Colorado
County of El Paso

SS Timothy T. Ward, Secretary
The foregoing instrument was acknowledged before me

this 11th day of October 19 84
by W. T. Ward, William T. Ward, III, Timothy T. Ward and
William T. Ward, III, Trustee

ARY SMITH
Notary Public
My commission expires April 23, 1985
notary address: 3702 E. PLATTE AVE
COLORADO SPRINGS, CO 80909

STATE OF Colorado
County of El Paso

SS The foregoing instrument was acknowledged before me

this 11th day of October 19 84
by W. T. Ward as President
and Timothy T. Ward as Secretary of
Ward Ranches, Inc., A Colorado Corporation

ARY SMITH
Notary Public
My commission expires April 23, 1985
notary address: 3702 E. PLATTE AVE
COLORADO SPRINGS, CO 80909

ARY SMITH
NOTARY PUBLIC

* IF JOINT TENANCY IS NOT DESIRED,
STRIKE PHRASE BETWEEN ASTERISKS.

10 12 8 4

BOOK 3927 PAGE 1248

EXHIBIT "A"

Commitment number: C 667592

Legal description:

PARCEL A: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION, THENCE S 88 DEGREES 59 MINUTES 13 SECONDS W, ALONG THE SOUTH LINE OF SAID SECTION, 2672.65 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE N 00 DEGREES 36 MINUTES 06 SECONDS E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 179.88 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 00 DEGREES 36 MINUTES 06 SECONDS E, ALONG SAID EAST LINE, 360.53 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER, THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE THEREOF, 33.64 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 25; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES RESPECTIVELY: (1) S 20 DEGREES 04 MINUTES 13 SECONDS E, 313.59 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 5404.58 FEET FOR AN ARC DISTANCE OF 195.64 FEET; (3) S 18 DEGREES 04 MINUTES 13 SECONDS E, 190.47 FEET; THENCE N 89 DEGREES 51 MINUTES 45 SECONDS W, 271.18 FEET TO THE POINT OF BEGINNING.

PARCEL B: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 22; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E, ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET; TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG THE NORTH LINE THEREOF, 1333.48 FEET TO THE NORTHEAST CORNER THEREOF, THENCE S 00 DEGREES 47 MINUTES 44 SECONDS W ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 540.38 FEET; THENCE N 88 DEGREES 59 MINUTES 13 SECONDS W, 169.31 FEET; **THENCE S 00 DEGREES 20 MINUTES 49 SECONDS W, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, 867.66 FEET; THENCE N 88 DEGREES 59 MINUTES 13 SECONDS W, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 15 AND NORTH LINE OF SAID SECTION 22, 1169.38 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 22; THENCE N 00 DEGREES 20 MINUTES 49 SECONDS E, ALONG THE WEST LINE THEREOF, 566.27 FEET TO THE POINT OF BEGINNING; reserving unto Grantors, however, an easement for ingress and egress of cattle over the West Ten feet thereof.

** said point being the Northwest corner of that property conveyed in deed recorded in Book 3833 at page 1041, El Paso County records.

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Recorded at 01157499 o'clock M., 1984 SEP -4 PM 12:51 BOOK 3513 PAGE 119
Reception No. ARDIS W. SCHMITT Recorder.

STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS,
whose address is STATE OF COLORADO
4201 East Arkansas Avenue
City and County of Denver, and State of
Colorado

, for the consideration of ONE DOLLAR (\$1.00)
and other valuable considerations Dollars, in hand paid,
hereby sell(s) and quit claim(s) to B.A.R. CATTLE CO.

whose address is

County of El Paso, and State of Colorado, the following real
property, in the County of El Paso, and State of Colorado, to wit:

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS to and from any part of
the right of way of Colorado State Highway No. 25, a freeway
established according to the laws of the State of Colorado, along or
across the access line or lines described as follows:

I 002-2(39)	AO-12	Westerly
(Proj. No.)	(Parcel No.)	(Location of Line)

Beginning at a point of intersection of the westerly right of way
line of State Highway 25 (formerly State Highway No. 1) as described in
Book 1580, at Page 637 of the records filed in El Paso County Clerk and
Recorder's Office, and the North line of Section 22, Township 17 South,
Range 65 West of the Sixth Principal Meridian, in El Paso County,
Colorado, from which point of intersection the northwest corner of said
Sec. 22 bears S. 89° 37' W., a distance of 2,979.8 feet; thence along
said westerly right of way line S. 19° 28' E., a distance of 382.5
feet, to the True Point of Beginning;

1. Thence along said westerly right of way line S. 89° 37' W., a
distance of 35.0 feet.

This conveyance is made to grant a 35 foot access opening right of
Station 1079+81.3 in addition to that access dated 28th day of February
1957 and recorded in Book 1624, Page 130 on April 1, 1957 in El Paso
County, Colorado.

with all its appurtenances

Signed this 27th day of July, 1984

ATTEST:

Tom Larimer
TOM LARIMER, Chief Clerk

STATE OF COLORADO,

City and County of

STATE DEPARTMENT OF HIGHWAYS
DIVISION OF HIGHWAYS
STATE OF COLORADO

By: *James E. Siebels*
ROBERT L. CLEVENGER
Chief Engineer

ss.

The foregoing instrument was acknowledged before me this 27th
day of July, 1984, by James E. Siebels for the Chief Engineer and
Tom Larimer, Chief Clerk, for the State Department of Highways, Division of
Highways, State of Colorado

My commission expires June 21, 1987
Witness my hand and official seal

Frances E. Crosby
4201 East Arkansas
Denver, Colorado Notary Public.

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01078287

1984 FEB -8 PM 2:32

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 3833 PAGE 1033

A G R E E M E N T

THIS AGREEMENT, made and entered into this 31st day of January, 1984, by and between W.T. WARD and ALDINE E. WARD, First Parties, TIMOTHY T. WARD and NANCY H. WARD, Second Parties, and ANNE MORIMOTO FIRESTONE, Third Party,

W I T N E S S E T H :

THAT WHEREAS, the parties to this Agreement own contiguous agricultural properties West of Interstate Highway 25, near Midway, in El Paso County, Colorado, First Parties' premises being on the North, Second Parties' premises being Southerly from First Parties, and Third Party's premises being Southerly from Second Party, and

WHEREAS, heretofore, First Parties and the predecessor in title to Third Party caused a water line to be constructed from the Well of First Parties in order to serve what is now the barn of Second Parties and also the domestic supply of water for what is now the residence of Third Party, and

WHEREAS, the total arrangement between all present parties has not heretofore been defined of record, although a portion thereof was referred to in documents recorded in Book 1946 at Page 59, Book 2044 at Page 969 and Book 3154 at Page 583 of the records of El Paso County, Colorado, and

WHEREAS, the parties hereto desire to define their entitlement to water from the Well of First Parties, which Well was completed before permits were required by the State of Colorado, and also to agree as to maintenance of said Well and equipment pertaining thereto,

NOW, THEREFORE, in consideration of the premises, it is agreed between the parties as follows:

(1) First Parties hereby grant to Second Parties the right to pump water from their Well to the barn of Second Parties for the use of their barn animals only, and First Parties also grant to

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BOOK 3833 PAGE 1034

Third Party the right to use water from their Well for use on her property, and which line is now connected to her household, said water to be used for domestic purposes only, it being understood that Third Party has her own well on her own property, Permit Number 85145, which she uses for irrigation purposes.

(2) The parties acknowledge that Second and Third Parties installed and paid for a pressure tank in connection with the use of said water, and that said parties shall share equally in any future maintenance required for said tank.

(3) With reference to any future maintenance required on the pump on said Well of First Parties, it is agreed between the parties that First Parties shall pay fifty percent of the cost of maintenance thereon, that Second Parties shall share twenty-five percent of the cost of said maintenance and Third Party shall share twenty-five percent of the cost of said maintenance.

(4) The uses of water and maintenance items hereinabove referred to shall inure to and be binding upon the respective properties of the parties hereto, as well as their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

W. T. Ward
W.T. WARD

Aldine E. Ward
ALDINE E. WARD

First Parties

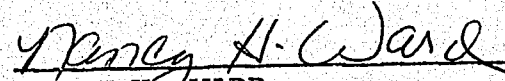
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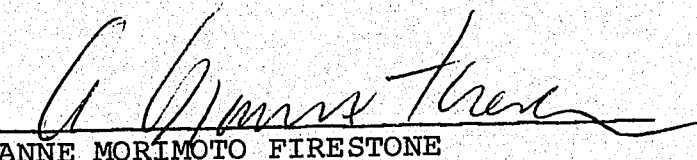
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BOOK 3833 PAGE 1035


TIMOTHY T. WARD
NANCY H. WARD

Second Parties

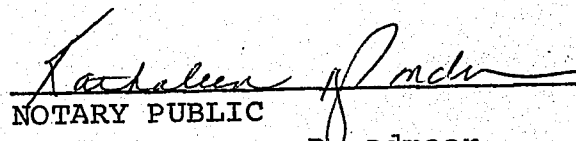
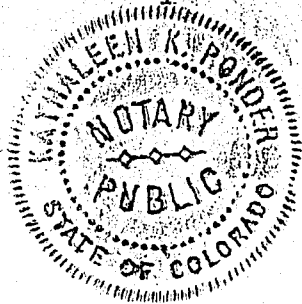

ANNE MORIMOTO FIRESTONE

Third Party

STATE OF COLORADO)
) ss.
County of El Paso)

SUBSCRIBED and SWORN to before me this 6th day of February,
1984, by W.T. WARD, ALDINE E. WARD, TIMOTHY T. WARD, NANCY H. WARD
and ANNE MORIMOTO FIRESTONE.

My commission expires: October 2, 1986


NOTARY PUBLIC6 Elm Avenue - Broadmoor
Colorado Springs, Colorado 80906

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01078286

1984 FEB -8 PM 2:32

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 3833 PAGE 1032

GRANT OF EASEMENT

STATE OF COLORADO)
) ss.
County of El Paso)

THIS GRANT OF EASEMENT made this 7th day of February, 1984,
by and between WARD RANCHES, INC., a Colorado corporation, as
Grantor, and ANNE MORIMOTO FIRESTONE, formerly known as ANNE Y.
MORIMOTO, as Grantee,

WHEREAS, Grantor is seized in fee simple of a parcel of land
hereinafter described, and in consideration of the sum of One Dollar
and other good and valuable consideration paid by Grantee to Grantor,
receipt of which is hereby acknowledged, Grantor hereby grants to
Grantee, her heirs, personal representative, successors and assigns,
a non-exclusive easement for ingress and egress over and across the
following described property:

The Southerly ten feet of the Southwest Quarter of the
Southwest Quarter of Section 15, Township 17 South,
Range 65 West of the 6th P.M., El Paso County, Colorado

for the use of herself and her tenants, servants, visitors, licensees,
in common with all others having a like right, at all times hereafter,
with or without vehicles of any description, for all purposes connected
with the use and enjoyment thereof.

To have and to hold the easement hereby granted to the Grantee,
her heirs, personal representatives, successors and assigns, as
appurtenant to the lands of the Grantee.

Grantor reserves the right to place an underground pipe across
said easement.

IN WITNESS WHEREOF, the Grantor hereby sets its hand and seal
the day and year first above written.

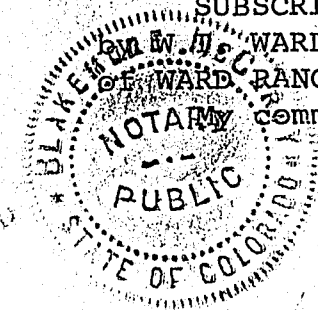
WARD RANCHES, INC., a Colorado
corporation



By W.T. Ward
W.T. WARD, President

T.T. Ward
TIMOTHY T. WARD, Secretary

SUBSCRIBED and SWORN to before me this 7th day of February, 1984,
by W.T. WARD and TIMOTHY T. WARD, President and Secretary, respectively,
of WARD RANCHES, INC., a Colorado corporation.
My Commission expires: July 23, 1986.



Blake W. J. Ward
NOTARY PUBLIC
6 Elm Avenue - Broadmoor
Colorado Springs, Colorado 80906

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State of Colorado
County of El Paso

Recorded at 8:35 o'clock A.M. SEP 1 1977
Reception No. 355326

BOOK 2956 PAGE 874

HARRIET BEALS
Deputy Recorder

STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS,
STATE OF COLORADO

whose address is

County of _____, and State of _____

Colorado, for the consideration of ONE DOLLAR (\$1.00)

and other valuable considerations ~~WILLIAM T. WARD III~~ in hand paid,
WILLIAM T. WARD III

hereby sell(s) and quit claim(s) to DONNA SUE WARD

JOHN FIRESTONE, ANNE Y. MORIMOTO, wife of JOHN FIRESTONE

whose address is P.O. Box 2526, Colorado Springs, Colorado 80901

County of El Paso, and State of Colorado, the following real

property, in the County of El Paso, and State of Colorado, to wit:

Each and every right or rights of access to and from the west service road of Colorado State Highway No. 25, a freeway established according to the laws of the State of Colorado, along or across the access line or lines described as follows:

I 002-2(39)

PARCEL NO. AO 10-A

WESTERLY LINE

Beginning at a point on the westerly right of way line of SH 25 as recorded in Book 1624 at Page 130 of the El Paso County records, from which point the SW corner of Sec. 15, T. 17 S., R. 65 W., 6th P.M., bears S. 87°44'02" W., a distance of 2,974.1 feet, said point of beginning being 125.0 feet right of Survey centerline Sta. 1074+86.5 of the Division of Highways, State of Colorado Project I 002-2(39).

NOTE: From the Installment Land Contract dated June 25, 1976 between William T. Ward III and Donna Sue Ward, Sellers, and Anne Y. Morimoto, Purchaser, said point of beginning can also be described as follows: Commencing at the SW corner of Sec. 15, T. 17 S., R. 65 W., 6th P.M.; thence N. 0° 20' 49" E., along the westerly line of said Sec. 15, a distance of 152.37 feet; thence S. 88° 59' 13" E., parallel to the southerly line of said Sec. 15, a distance of 2,955.34 feet to a point on the southwesterly right of way line of Interstate Highway 25; thence along said southwesterly right of way line, S. 18° 04' 13" E. a distance of 57.83 feet to the true point of beginning;

1. Thence along said westerly right of way line, N. 19° 30' W., a distance of 35.0 feet to a point from which the SW corner of said Sec. 15 bears S. 87° 05' 16" E. a distance of 2,963.9 feet.

It is the intent of this deed to release part of the access rights in the SE 1/4 of Sec. 15, T. 17 S., R. 65 W., 6th P.M. acquired in an access deed dated February 28, 1957 from W. T. Ward and L. A. McCandlish, as recorded in Book 1624 at Page 130 of the El Paso County records to the service road only.

This deed was originally recorded in Book 2934, Page 348, of the El Paso County records.

Signed and attested this 29th day of July, 1977

STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO

LARRY D. GODFREY, Chief Clerk

John M. Coy, Asst. Chief Engr
E. N. HAASE, Chief Engineer

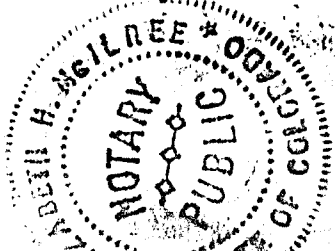
STATE OF COLORADO,

County of Denver

ss.

The foregoing instrument was acknowledged before me this 29th day of July, 1977, by E. N. HAASE, Chief Engineer, and LARRY D. GODFREY, Chief Clerk, for the State Department of Highways, Division of Highways, State of Colorado.

My commission expires August 14, 1981
Witness my hand and official seal



Elizabeth H. McIlrea
Notary Public

STATE DOCUMENTARY

SEP 1 1977

FILE \$ none

6-23-77

State of Colorado
County of El Paso

Recorded at 125 P M.
Reception No. 334059

JUN 23 1977

HARRIET BEALS

BOOK 2334 PAGE 348
Recorder.

Deputy 210

STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS,
STATE OF COLORADO

whose address is

County of , and State of

Colorado , for the consideration of ONE DOLLAR (\$1.00)

and other valuable considerations: ~~Deeds~~ in hand paid,
WILLIAM T. WARD III

hereby sell(s) and quit claim(s) to DONNA SUE WARD
JOHN FIRESTONE, ANNE Y. MORIMOTO, wife of JOHN FIRESTONE
whose address is

County of El Paso , and State of Colorado , the following real

property, in the County of El Paso , and State of Colorado, to wit:
Each and every right or rights of access to and from the west service
road of Colorado State Highway No. 25, a freeway established according to the
laws of the State of Colorado, along or across the access line or lines de-
scribed as follows:

I 002-2(39) PARCEL NO. AO 10-A WESTERLY LINE

Beginning at a point on the westerly right of way line of SH 25 as re-
corded in Book 1624 at Page 130 of the El Paso County records, from which
point the SW corner of Sec. 15, T. 17 S., R. 65 W., 6th P.M., bears S.87°44'02"W.
a distance of 2,974.1 feet; said point of beginning being 125.0 feet right of
Survey centerline Sta. 1074+86.5 of the Division of Highways, State of Colorado
Project I 002-2(39).

NOTE: From the Installment Land Contract dated June 25, 1976 between
William T. Ward III and Donna Sue Ward, Sellers, and Anne Y. Morimoto, Pur-
chaser, said point of beginning can also be described as follows: Commencing
at the SW corner of Sec. 15, T. 17 S., R. 65 W., 6th P.M.; thence N.0°20'49"E.,
along the westerly line of said Sec. 15, a distance of 152.37 feet; thence
S. 88° 59' 13" E., parallel to the southerly line of said Sec. 15, a distance
of 2,955.34 feet to a point on the southwesterly right of way line of Inter-
state Highway 25; thence along said southwesterly right of way line,
S. 18° 04' 13" E., a distance of 57.83 feet to the true point of beginning;

1. Thence along said westerly right of way line, N. 19° 30' W., a dis-
tance of 35.0 feet to a point from which the SW corner of said Sec.
15 bears S. 87° 05' 16" E., a distance of 2,963.9 feet;

It is the intent of this deed to release part of the access rights in the
SE 1/4 of Sec. 15, T. 17 S., R. 65 W., 6th P.M. acquired in an access deed
dated February 28, 1957 from W. T. Ward and L. A. McCandlish, as recorded in
Book 1624 at Page 130 of the El Paso County records to the service road only.

STATE DOCUMENTARY

JUN 23 1977

FEE \$

Signed _____ day of May, 1977
ATTEST
LARRY D. GODFREY, Chief Clerk

STATE DEPARTMENT OF HIGHWAYS, DIVISION OF
HIGHWAYS, STATE OF COLORADO

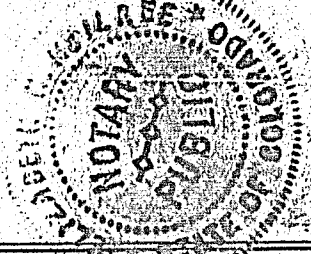
E. N. HAASE, Chief Engineer

STATE OF COLORADO,

County of } ss.

The foregoing instrument was acknowledged before me this
day of , 1977, by E. N. HAASE, Chief Engineer, and LARRY
D. GODFREY, Chief Clerk, for the State Department of Highways, Division of
Highways, State of Colorado

My commission expires My Commission expires Aug. 14, 1977
Witness my hand and official seal



Elizabeth A. McIlree
Notary Public

This DEED, Made this 14th day of August in the year of our Lord one thousand nine hundred and seventy-four BETWEEN

BOOK 1806 PAGE 580

BOOK 2737 PAGE 276

JOHN F. FIRESTONE, TRUSTEE,
of the County of El Paso
WILLIAM T. WARD, III, TRUSTEE,
of the County of El Paso

and State of Colorado, of the first part, and

and State of Colorado, of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten and No/100 _____ DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-Claimed, and by these presents does remise, release, sell, convey, and Quit-Claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of El Paso and Pueblo and State of Colorado, to-wit:

One-half of all right, title and interest the Grantor has in and to all minerals and mineral rights including, without limitation, oil, gas, coal and all other minerals, in, on and under the real property fully described on Schedule A, except that the term "minerals" shall not include any gravel or gravel deposits thereon, which Schedule consists of two (2) pages and is attached hereto and incorporated herein by this reference, subject to all prior reservations of record.

STATE DOCUMENTARY

MAR 6 1975

FEE \$ none

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

John F. Firestone
John F. Firestone, Trustee

AS TRUSTEE AND NOT PERSONALLY.

STATE OF COLORADO,
County of El Paso

} ss. STATUTORY ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of August, 1974 by John F. Firestone, Trustee.

Witness my hand and official seal.
My commission expires June 20, 1977.

Jerolyn L. Hurley
Jerolyn L. Hurley

NOTARY PUBLIC

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

All of Section 7; the South 1/2 of Section 8; the South 1/2 of the North 1/2 of Section 8; the Northwest 1/4 of the Northwest 1/4 of Section 8; all that part of the South 1/2 of Section 9 lying West of the Denver and Rio Grand Railroad right-of-way, except roads; the South 1/2 of the Northwest 1/4 of Section 9; all that part of the South 1/2 of the Northeast 1/4 of Section 9 lying West of the Denver and Rio Grand Railroad right-of-way, except roads; excepting from Section 9 approximately 320 acres heretofor conveyed by deed dated August 28, 1963 recorded August 29, 1963 in Book 1972 at Page 648 records of El Paso County, Colorado to Midway Enterprises, Inc.; all that part of the South 1/2 of Section 10 lying West of the Denver and Rio Grand Railroad right-of-way, except roads; all that portion of Section 15 lying West of the Denver and Rio Grand Railroad right-of-way, except roads and further excepting 80 acres in the South 1/2 of the Southwest 1/4 of said Section 15; all of Section 17; all of Section 18; all of Section 19; all of Section 20 excepting therefrom the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of said Section 20; all of Section 21; all of that part of Section 22 lying West of U. S. Highway number 85; all that part of Section 23 lying West of U. S. Highway number 85; all that part of the Northwest 1/4 of the Northwest 1/4 of Section 26 lying West of U.S. Highway number 85; all that portion of Section 26 described as: Bounded on the North by the North line of the South 1/2 of the Northwest 1/4 of Section 26, and bounded on the East by the West right-of-way line of the Denver and Rio Grand Railroad, and bounded on the South by the County Road to the Wigwam School, and bounded on the West by the West line of Section 26 excepting therefrom a certain tract of 40 acres described as: Beginning at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 26, thence North 1,120 feet, thence West 1,120 feet, thence South 1,555 5/7 feet, thence East 1,120 feet, thence North 435 5/7 feet to the place of beginning also excepting from said Section 26, as follows: Beginning at a point at the West line of U. S. Highway 85-87 intersects with the North and South 1/4 section line of the Southwest 1/4 of Section 26, Township 17 South, Range 65 West of the 6th P.M.; thence South about 720 feet to the North bank of the creek, thence East along the North bank of the creek to the West line of U. S. 85-87, thence North along the West line of U. S. Highway 85-87 about 810 feet to the point of beginning, except 60 feet for a road 500 feet South of the place of beginning, running due East; also excepting right-of-way of the Atchison, Topeka and Santa Fe Railway Company; also excepting right-of-way for U. S. Highway 85-87; also excepting the right-of-way for the telephone lines heretofor granted to the Mountain States Telephone and Telegraph Company; all of Section 27; all of Section 28; the North 1/2 of the Northeast 1/4 of Section 29; the Southwest 1/4 of the Southeast 1/4 of Section 29; all of Section 30; all of Sections 31, 32, 33 and 34; all that portion of Section 35, described as: That portion of said Section 35 lying West of the West right-of-way line of U. S. Highway 85-87 containing 336 acres, more or less; also a tract in the Northeast 1/4 of the Northwest 1/4 of Section 35 described as beginning at a point on the North line of said Section 35, said point being at the intersection of said North line with the East right-of-way line of the Atchison Topeka and Santa Fe Railway Company, thence South along said right-of-way line a distance of 358 feet, thence East

parallel to the said North line of said Section 35 a distance of 300 feet, thence North parallel said East right-of-way line a distance of 358 feet, thence West along the North line of said Section 35 a distance of 300 feet to the point of beginning containing 2.4 acres more or less. All in Township 17 South Range 65 West of the 6th P.M.

All of the following described property located in Pueblo County, Colorado. All of Sections 4, 5, 6, 7, 8, and 9, and all of the West 1/2 of the Southwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 10; and all of the North 1/2 of the North 1/2 of Section 17; and all of the North 1/2 of the North 1/2 of Section 18, all in Township 18 South, Range 65 West of the 6th P.M.

This Deed, Made this 14th day of August in the year of our Lord one thousand nine hundred and seventy-four BETWEEN BOOK **1806** PAGE **577** WILLIAM T. WARD, III, TRUSTEE, BOOK **2737** PAGE **274**

of the County of El Paso and State of Colorado, of the first part, and JOHN F. FIRESTONE, TRUSTEE, of the County of El Paso and State of Colorado, of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten and No/100 ----- DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-Claimed, and by these presents does remise, release, sell, convey, and Quit-Claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of El Paso and Pueblo and State of Colorado, to-wit:

All right, title and interest of Grantor in and to all minerals and mineral rights in, on and under the property, fully described on Schedule A, which Schedule consists of two (2) pages and is attached hereto and incorporated herein by this reference.

STATE DOCUMENTARY

MAR 6 1975

FEE \$ none

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever. In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

[Signature] *[Seal]*
William T. Ward, III, Trustee
AS TRUSTEE AND NOT PERSONALLY. *[Seal]*

STATE OF COLORADO, } ss. STATUTORY ACKNOWLEDGEMENT
County of El Paso
The foregoing instrument was acknowledged before me this 14th day of August, 19 74 by William T. Ward, III, Trustee.

Witness my hand and official seal.
My commission expires June 20, 1977.

[Signature]
Jerrold L. Hurley NOTARY PUBLIC

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

All of Section 7; the South 1/2 of Section 8; the South 1/2 of the North 1/2 of Section 8; the Northwest 1/4 of the Northwest 1/4 of Section 8; all that part of the South 1/2 of Section 9 lying West of the Denver and Rio Grand Railroad right-of-way, except roads; the South 1/2 of the Northwest 1/4 of Section 9; all that part of the South 1/2 of the Northeast 1/4 of Section 9 lying West of the Denver and Rio Grand Railroad right-of-way, except roads; excepting from Section 9 approximately 320 acres heretofor conveyed by deed dated August 28, 1963 recorded August 29, 1963 in Book 1972 at Page 648 records of El Paso County, Colorado to Midway Enterprises, Inc.; all that part of the South 1/2 of Section 10 lying West of the Denver and Rio Grand Railroad right-of-way, except roads; all that portion of Section 15 lying West of the Denver and Rio Grand Railroad right-of-way, except roads and further excepting 80 acres in the South 1/2 of the Southwest 1/4 of said Section 15; all of Section 17; all of Section 18; all of Section 19; all of Section 20 excepting therefrom the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of said Section 20; all of Section 21; all of that part of Section 22 lying West of U. S. Highway number 85; all that part of Section 23 lying West of U. S. Highway number 85; all that part of the Northwest 1/4 of the Northwest 1/4 of Section 26 lying West of U.S. Highway number 85; all that portion of Section 26 described as: Bounded on the North by the North line of the South 1/2 of the Northwest 1/4 of Section 26, and bounded on the East by the West right-of-way line of the Denver and Rio Grand Railroad, and bounded on the South by the County Road to the Wigwam School, and bounded on the West by the West line of Section 26 excepting therefrom a certain tract of 40 acres described as: Beginning at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 26, thence North 1,120 feet, thence West 1,120 feet, thence South 1,555 5/7 feet, thence East 1,120 feet, thence North 435 5/7 feet to the place of beginning also excepting from said Section 26, as follows: Beginning at a point at the West line of U. S. Highway 85-87 intersects with the North and South 1/4 section line of the Southwest 1/4 of Section 26, Township 17 South, Range 65 West of the 6th P.M.; thence South about 720 feet to the North bank of the creek, thence East along the North bank of the creek to the West line of U. S. 85-87, thence North along the West line of U. S. Highway 85-87 about 810 feet to the point of beginning, except 60 feet for a road 500 feet South of the place of beginning, running due East; also excepting right-of-way of the Atchison, Topeka and Santa Fe Railway Company; also excepting right-of-way for U. S. Highway 85-87; also excepting the right-of-way for the telephone lines heretofor granted to the Mountain States Telephone and Telegraph Company; all of Section 27; all of Section 28; the North 1/2 of the Northeast 1/4 of Section 29; the Southwest 1/4 of the Southeast 1/4 of Section 29; all of Section 30; all of Sections 31, 32, 33 and 34; all that portion of Section 35, described as: That portion of said Section 35 lying West of the West right-of-way line of U. S. Highway 85-87 containing 336 acres, more or less; also a tract in the Northeast 1/4 of the Northwest 1/4 of Section 35 described as beginning at a point on the North line of said Section 35, said point being at the intersection of said North line with the East right-of-way line of the Atchison Topeka and Santa Fe Railway Company, thence South along said right-of-way line a distance of 358 feet, thence East

parallel to the said North line of said Section 35 a distance of 300 feet, thence North parallel said East right-of-way line a distance of 358 feet, thence West along the North line of said Section 35 a distance of 300 feet to the point of beginning containing 2.4 acres more or less. All in Township 17 South Range 65 West of the 6th P.M.

All of the following described property located in Pueblo County, Colorado. All of Sections 4, 5, 6, 7, 8, and 9, and all of the West 1/2 of the Southwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 10; and all of the North 1/2 of the North 1/2 of Section 17; and all of the North 1/2 of the North 1/2 of Section 18, all in Township 18 South, Range 65 West of the 6th P.M.

Received at 45 o'clock P. M. JUL 14 1972
Reception No. 901089 HARRIET BEALS

BOOK 2505 PAGE 700

WARRANTY DEED

JOHN DORROUGH and WILLIAM T. WARD, III, Trustees, whose address is 4615 Northpark Drive, Suite 202, Colorado Springs, Colorado, for the consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to W. T. Ward whose address is Route 3, Box 287, Pueblo, Colorado 81004 the following real property situate in the County of El Paso State of Colorado, to-wit:

South 1/2 South 1/2 North 1/2 Southeast 1/4 Southwest 1/4, and North 1/2 South 1/2 Southeast 1/4 Southwest 1/4, and North 1/2 South 1/2 South 1/2 Southeast 1/4 Southwest 1/4 of Section 15, Township 17 S, Range 65 West
EXCEPT ALL MINERALS AND MINERAL RIGHTS

with all its appurtenances and warrants the title to the same, subject to protective covenants, conditions, reservations, exceptions and easements of record, if any, and taxes for the year 19 and subsequent years.

Signed and delivered this 5 day of JULY 1972

STATE DOCUMENTARY

JUL 14 1972

FEE \$ none

John Dorrough
JOHN DORROUGH

William T. Ward III
WILLIAM T. WARD, III

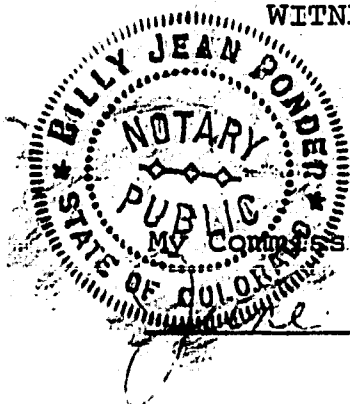
Trustees

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 5 day of July, 1972, by John Dorrough and William T. Ward, III as Trustees

WITNESS MY HAND AND OFFICIAL SEAL.



Billy Jean Ponder
Notary Public

KNOW ALL MEN BY THESE PRESENTS, That W. T. Ward, Timothy T. Ward
and Wm T. Ward, III

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land Twenty (20) feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, ~~said strip of land being XXXXXXXXXXXXXXXXXXXX feet on each side of the following described center line~~, to-wit: A power line to be built to Ingersoll Republic Corporation Sales Office approximately 30 feet west of and parallel to the Telephone line in that portion of Sections 15 and 22 in Township 17 South, Range 65 West lying west of Interstate Highway 25

SECTION 15 & 22 TOWNSHIP 17 SOUTH RANGE 65 WEST

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

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

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

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

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

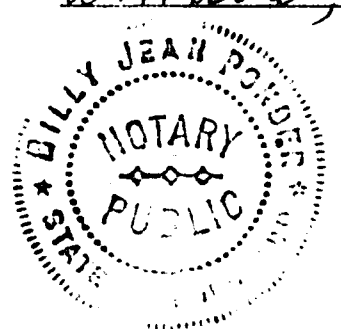
WITNESS the hand and seal of the Grantor this 1st day of October, 1971

W. T. Ward (SEAL)
Timothy T. Ward (SEAL)
Wm. T. Ward, III (SEAL)

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The within instrument was acknowledged before me this 1st day of October, 1971 by
W. T. Ward, Timothy T. Ward and Wm. T. Ward, III

My commission expires June 8, 1975



WITNESS my hand and official seal

Billy Jean Ponder
Notary Public

Replaces: for: F/A Ingersoll Republic Corp. C. E. District No. 2

RECORDATION REQUESTED BY:

5Star Bank
Sun Plaza
101 S Sahwatch St. Suite 100
Colorado Springs, CO 80903

WHEN RECORDED MAIL TO:

5Star Bank
Sun Plaza
101 S Sahwatch St. Suite 100
Colorado Springs, CO 80903

SEND TAX NOTICES TO:

CORVETTE PARTNERS, LLP, a Colorado Limited
Liability Partnership
18510 Midway Ranch Rd
Fountain, CO 80817

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 14, 2017, is made and executed between CORVETTE PARTNERS, LLP, a Colorado Limited Liability Partnership, whose address is 18510 Midway Ranch Rd, Fountain, CO 80817 ("Grantor") and 5Star Bank, whose address is Sun Plaza, 101 S Sahwatch St, Suite 100, Colorado Springs, CO 80903 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 14, 2012 (the "Deed of Trust") which has been recorded in El Paso County, State of Colorado, as follows:

Recorded 03/15/2012 at Reception No. 212029372 in the office of the County Clerk, El Paso County, Colorado.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in El Paso County, State of Colorado:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 18550 Midway Ranch Rd, Fountain, CO 80817.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend maturity date to March 14, 2022.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 14, 2017.

GRANTOR:

CORVETTE PARTNERS, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

By: Richard L. Noring
Richard L. Noring, General Partner of CORVETTE PARTNERS, LLP, a Colorado
Limited Liability Partnership

By: Sandra L. Noring
Sandra L. Noring, General Partner of CORVETTE PARTNERS, LLP, a Colorado
Limited Liability Partnership

LENDER:

5STAR BANK

X: Ralph Miller
Ralph Miller, Assistant Vice President

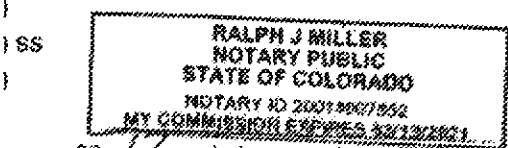
MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF El Paso



On this 14th day of April, 20 17, before me, the undersigned Notary Public, personally appeared Richard L. Noring, General Partner of CORVETTE PARTNERS, LLP, a Colorado Limited Liability Partnership and Sandra L. Noring, General Partner of CORVETTE PARTNERS, LLP, a Colorado Limited Liability Partnership, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

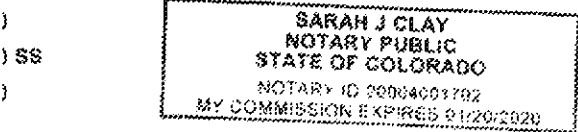
By [Signature]
Notary Public in and for the State of Colorado

Residing at El Paso County
My commission expires 3/13/21

LENDER ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF El Paso



On this 14th day of April, 20 17, before me, the undersigned Notary Public, personally appeared Ralph Miller and known to me to be the Assistant Vice President, authorized agent for 5Star Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 5Star Bank, duly authorized by 5Star Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of 5Star Bank.

By [Signature]
Notary Public in and for the State of Colorado

Residing at El Paso County
My commission expires 01-20-2020

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT IN THE SOUTH ONE HALF OF SECTION 15, AND IN THE NORTH ONE HALF OF SECTION 22, BOTH IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E ALONG SAID NORTH LINE AND ITS EASTERLY EXTENSION 2700.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING FIVE (5) COURSES: (1) S 20 DEGREES 04 MINUTES 13 SECONDS E, 313.59 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5604.58 FEET, A CENTRAL ANGLE OF 02 DEGREES 00 MINUTES 00 SECONDS AN ARC DISTANCE OF 195.64 FEET; (3) S 18 DEGREES 04 MINUTES 13 SECONDS E, 294.80 FEET; (4) S 00 DEGREES 58 MINUTES 13 SECONDS E, 85.00 FEET; (5) S 18 DEGREES 04 MINUTES 13 SECONDS E, 599.66 FEET; THENCE N 88 DEGREES 59 MINUTES 13 SECONDS W, 3189.03 FEET TO THE WEST LINE OF SECTION 22; THENCE N 00 DEGREES 20 MINUTES 49 SECONDS E 566.75 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG SAID NORTH LINE, 1650.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E 6.00 FEET; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E 400.00 FEET, MORE OR LESS TO THE WESTERLY LINE OF THE TRACT DESCRIBED IN BOOK 2550 AT PAGE 165; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 6.00 FEET; THENCE N 88 DEGREES 55 MINUTES 45 SECONDS W 400.00 FEET TO THE POINT OF BEGINNING; BUT EXCEPTING FROM THESE TRACTS THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG SAID NORTH LINE, 1250.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 00 DEGREES 59 MINUTES 22 SECONDS W 6.00 FEET; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E 400.00 FEET; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E 6.00 FEET; THENCE N 88 DEGREES 55 MINUTES 45 SECONDS W 400.00 FEET TO THE POINT OF BEGINNING.

WATER RIGHTS:

1. WELL, PERMIT NUMBER 85145 FOR DOMESTIC USE, INCLUDING THE IRRIGATION OF NOT OVER ONE ACRE OF HOME GARDENS AND LAWNS, SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
2. WELL, PERMIT NUMBER 48722 FOR DOMESTIC USE, NOT NOW IN USE - SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
3. A ONE-HALF INTEREST IN WELL, PERMIT NUMBER 4103, ON "WARD LAND", FOR WATERING HORSES AND FOR DOMESTIC AND STOCK PURPOSES - SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
4. ANY AND ALL OTHER WATER RIGHTS APPURTENANT TO THE REAL ESTATE HEREIN ABOVE DESCRIBED.

BN [Signature]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

5Star Bank
101 S. Sawatch St., Ste. 100
Colorado Springs, CO 80903

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
212029373

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC2A) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial). Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: This Change affects ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to: ☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
5Star Bank

OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
212029373

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12. ORGANIZATION'S NAME

Star Bank

OR

12b. INDIVIDUAL'S SURNAME

PRINT PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SL:FX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13). Provide only one Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME:

Corvette Partners, LLP

OK

13b. INDIVIDUAL'S SURNAME:

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

13JFF12

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. THE FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut

☐ covers SS-extracted materials

☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest).

17. Description of real estate:

See Attached Exhibit A

18. MISCELLANEOUS:

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT IN THE SOUTH ONE HALF OF SECTION 15, AND IN THE NORTH ONE HALF OF SECTION 22, BOTH IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E ALONG SAID NORTH LINE AND ITS EASTERLY EXTENSION 2700.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING FIVE (5) COURSES: (1) S 20 DEGREES 04 MINUTES 13 SECONDS E, 313.59 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5604.58 FEET, A CENTRAL ANGLE OF 82 DEGREES 00 MINUTES 00 SECONDS AN ARC DISTANCE OF 195.64 FEET; (3) S 18 DEGREES 04 MINUTES 13 SECONDS E, 294.80 FEET; (4) S 00 DEGREES 58 MINUTES 13 SECONDS E, 85.00 FEET; (5) S 18 DEGREES 04 MINUTES 13 SECONDS E, 599.66 FEET; THENCE N 88 DEGREES 59 MINUTES 13 SECONDS W, 3169.03 FEET TO THE WEST LINE OF SECTION 22; THENCE N 00 DEGREES 20 MINUTES 49 SECONDS E 566.75 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG SAID NORTH LINE, 1650.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E 6.00 FEET; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E 400.00 FEET, MORE OR LESS TO THE WESTERLY LINE OF THE TRACT DESCRIBED IN BOOK 2550 AT PAGE 165; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 6.00 FEET; THENCE N 88 DEGREES 55 MINUTES 45 SECONDS W 400.00 FEET TO THE POINT OF BEGINNING; BUT EXCEPTING FROM THESE TRACTS THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG SAID NORTH LINE, 1250.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 00 DEGREES 59 MINUTES 22 SECONDS W 6.00 FEET; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E 400.00 FEET; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E 6.00 FEET; THENCE N 88 DEGREES 55 MINUTES 45 SECONDS W 400.00 FEET TO THE POINT OF BEGINNING.

WATER RIGHTS:

1. WELL, PERMIT NUMBER 85145 FOR DOMESTIC USE, INCLUDING THE IRRIGATION OF NOT OVER ONE ACRE OF HOME GARDENS AND LAWNS, SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
2. WELL, PERMIT NUMBER 49722 FOR DOMESTIC USE, NOT NOW IN USE -- SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
3. A ONE-HALF INTEREST IN WELL, PERMIT NUMBER 4103, ON "WARD LAND", FOR WATERING HORSES AND FOR DOMESTIC AND STOCK PURPOSES -- SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
4. ANY AND ALL OTHER WATER RIGHTS APPURTENANT TO THE REAL ESTATE HEREIN ABOVE DESCRIBED.

RECORDATION REQUESTED BY:

5Star Bank
101 S. Sahwatch St., Suite 100
Colorado Springs, CO 80903

WHEN RECORDED MAIL TO:

5Star Bank
101 S. Sahwatch St., Suite 100
Colorado Springs, CO 80903

SEND TAX NOTICES TO:

CORVETTE PARTNERS, LLP
18510 Midway Ranch Rd
Fountain, CO 80817

FOR RECORDER'S USE ONLY

NOTICE: THIS SUBORDINATION OF DEED OF TRUST RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST dated March 14, 2012, is made and executed among Five Star Ranch LLC ("Beneficiary"); El Paso County Public Trustee ("Trustee"); CORVETTE PARTNERS, LLP; Richard L. Noring; and Sandra L. Noring ("Borrower"); and 5Star Bank ("Lender").

SUBORDINATED INDEBTEDNESS. Beneficiary has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

The promissory note dated 03/15/2005, in the original principal amount of \$1,275,000.00 from Corvette Partners, LLP to Five Star Ranch LLC; thereafter assigned to Luis Praxmarer April 17, 2006.

SUBORDINATED DEED OF TRUST. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated March 15, 2005 from CORVETTE PARTNERS, LLP ("Trustor") to El Paso County Public Trustee ("Trustee") in favor of Five Star Ranch LLC ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in El Paso County, State of Colorado as follows:

Recorded 03/28/2005 at Reception No. 205042937 in the office of the County Clerk, El Paso County, Colorado.

REAL PROPERTY DESCRIPTION. The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in El Paso County, State of Colorado:

See Exhibit A, which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 18550 Midway Ranch Rd, Fountain, CO 80817.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

The promissory note dated 03/14/2012, in the original principal amount of \$450,000.00 from CORVETTE PARTNERS, LLP; Richard L. Noring; and Sandra L. Noring to 5Star Bank, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated March 14, 2012, from CORVETTE PARTNERS, LLP to Lender (the "Lender's Lien") and recorded in El Paso County, State of Colorado as follows:

Recorded 3/15/2012 at Reception No. 212029372 in the office of the County Clerk, El Paso County, Colorado.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Deed of Trust.

REQUESTED FINANCIAL ACCOMMODATIONS. Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

BENEFICIARY'S REPRESENTATIONS AND WARRANTIES. Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

BENEFICIARY WAIVERS. Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.



55036563

**SUBORDINATION OF DEED OF TRUST
(Continued)**

Loan No: 2154-01

Page 2

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

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

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

Authority. The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

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

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Beneficiary agrees upon Lender's request to submit to the jurisdiction of the courts of El Paso County, State of Colorado.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MARCH 14, 2012.

BORROWER:

CORVETTE PARTNERS, LLP

By: Richard L. Noring
Richard L. Noring, General Partner of CORVETTE PARTNERS, LLP

By: Sandra L. Noring
Sandra L. Noring, General Partner of CORVETTE PARTNERS, LLP

x Richard L. Noring
Richard L. Noring, Individually

x Sandra L. Noring
Sandra L. Noring, Individually

BENEFICIARY:

X Ed M. Shields Attorney in Fact for Luis Praxmarer
Luis Praxmarer, Assignee of Five Star Ranch LLC, Individually

LENDER:

5STAR BANK

[Signature]
Michael Harder, Senior Vice President

PARTNERSHIP ACKNOWLEDGMENT

STATE OF

CO

COUNTY OF

El Paso

SS

Ryan Brito
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 01/22/2016

On this 14th day of March, 20 12, before me, the undersigned Notary Public, personally appeared Richard L. Noring, General Partner of CORVETTE PARTNERS, LLP and Sandra L. Noring, General Partner of CORVETTE PARTNERS, LLP, and known to me to be partners or designated agents of the partnership that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the partnership.

By

[Signature]

Residing at

Colo Spgs

Notary Public in and for the State of

CO

My commission expires

1-22-16

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

CO

COUNTY OF

El Paso

SS

Ryan Brito
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 01/22/2016

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

Given under my hand and official seal this

14th

day of

March

20 12

By

[Signature]

Residing at

Colo Spgs

Notary Public in and for the State of

CO

My commission expires

1-22-16

SUBORDINATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF El Paso

)
) SS

Edward M. Shields, Attorney in fact for

On this day before me, the undersigned Notary Public, personally appeared Luis Praxmarer, Assignee of Five Star Ranch LLC, to me known to be the individual described in and who executed the Subordination of Deed of Trust, and acknowledged that he or she signed the Subordination as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

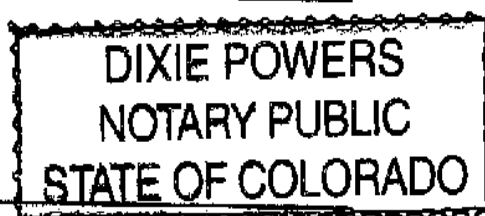
Given under my hand and official seal this 14 day of March, 2012.

By Dixie Powers

Residing at _____

Notary Public in and for the State of Colorado

My commission expires 9-11-2014



LENDER ACKNOWLEDGMENT

STATE OF CO

COUNTY OF El Paso

)
) SS

On this 14th day of March, 2012, before me, the undersigned Notary Public, personally appeared Michael Herder and known to me to be the Senior Vice President, authorized agent for 5Star Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 5Star Bank, duly authorized by 5Star Bank through its board of directors or otherwise, for the uses and purposes therein mentioned; and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of 5Star Bank.

By Ryan Brito

Residing at _____

Notary Public in and for the State of CO

My commission expires 1-22-16

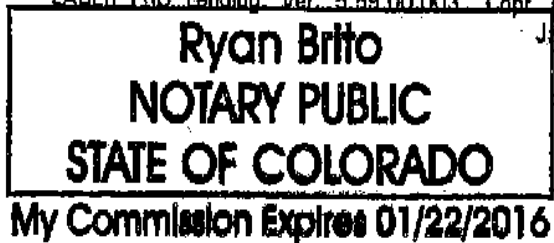


EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT IN THE SOUTH ONE HALF OF SECTION 15, AND IN THE NORTH ONE HALF OF SECTION 22, BOTH IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E ALONG SAID NORTH LINE AND ITS EASTERLY EXTENSION 2700.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING FIVE (5) COURSES: (1) S 20 DEGREES 04 MINUTES 13 SECONDS E, 313.59 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5604.58 FEET, A CENTRAL ANGLE OF 02 DEGREES 00 MINUTES 00 SECONDS AN ARC DISTANCE OF 195.64 FEET; (3) S 18 DEGREES 04 MINUTES 13 SECONDS E, 294.80 FEET; (4) S 00 DEGREES 58 MINUTES 13 SECONDS E, 85.00 FEET; (5) S 18 DEGREES 04 MINUTES 13 SECONDS E, 599.86 FEET; THENCE N 88 DEGREES 59 MINUTES 13 SECONDS W, 3169.03 FEET TO THE WEST LINE OF SECTION 22; THENCE N 00 DEGREES 20 MINUTES 49 SECONDS E 566.75 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A TRACT DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG SAID NORTH LINE, 1250.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 00 DEGREES 59 MINUTES 22 SECONDS W 6.00 FEET; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E 400.00 FEET; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E 6.00 FEET; THENCE N 88 DEGREES 55 MINUTES 45 SECONDS W 400.00 FEET TO THE POINT OF BEGINNING.

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2. WELL, PERMIT NUMBER 49722 FOR DOMESTIC USE, NOT NOW IN USE -- SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
3. A ONE-HALF INTEREST IN WELL, PERMIT NUMBER 4103, ON "WARD LAND", FOR WATERING HORSES AND FOR DOMESTIC AND STOCK PURPOSES -- SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
4. ANY AND ALL OTHER WATER RIGHTS APPURTENANT TO THE REAL ESTATE HEREIN ABOVE DESCRIBED.

Electronically Recorded Official Records El Paso County CO
Wayne W. Williams Clerk and Recorder
TD1000 N

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

5Star Bank
101 S. Sahwatch St., Suite 100
Colorado Springs, CO 80903

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME

CORVETTE PARTNERS, LLP

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

18510 Midway Ranch Rd

CITY

Fountain

STATE

CO

POSTAL CODE

80817

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

Partnership

1f. JURISDICTION OF ORGANIZATION

CO

1g. ORGANIZATIONAL ID #, if any

20021289896

NONE

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

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

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

3a. ORGANIZATION'S NAME

5Star Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

CO

POSTAL CODE

80903

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds).

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. L EN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]

All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

8a. ORGANIZATION'S NAME

CORVETTE PARTNERS, LLP

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

12.

ADDITIONAL SECURED PARTY'S

or

ASSIGNOR S/P'S NAME

 - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

14. Description of real estate:

Exhibit A

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

16. Additional collateral description:

17. Check only if applicable and check only one box.

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

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT IN THE SOUTH ONE HALF OF SECTION 15, AND IN THE NORTH ONE HALF OF SECTION 22, BOTH IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E ALONG SAID NORTH LINE AND ITS EASTERLY EXTENSION 2700.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING FIVE (5) COURSES: (1) S 20 DEGREES 04 MINUTES 13 SECONDS E, 313.59 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5604.58 FEET, A CENTRAL ANGLE OF 02 DEGREES 00 MINUTES 00 SECONDS AN ARC DISTANCE OF 195.64 FEET; (3) S 18 DEGREES 04 MINUTES 13 SECONDS E, 294.80 FEET; (4) S 00 DEGREES 58 MINUTES 13 SECONDS E, 85.00 FEET; (5) S 18 DEGREES 04 MINUTES 13 SECONDS E, 599.66 FEET; THENCE N 88 DEGREES 59 MINUTES 13 SECONDS W, 3169.03 FEET TO THE WEST LINE OF SECTION 22; THENCE N 00 DEGREES 20 MINUTES 49 SECONDS E 566.75 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG SAID NORTH LINE, 1650.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E 6.00 FEET; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E 400.00 FEET, MORE OR LESS TO THE WESTERLY LINE OF THE TRACT DESCRIBED IN BOOK 2550 AT PAGE 165; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 6.00 FEET; THENCE N 88 DEGREES 55 MINUTES 45 SECONDS W 400.00 FEET TO THE POINT OF BEGINNING; BUT EXCEPTING FROM THESE TRACTS THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E, ALONG SAID NORTH LINE, 1250.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 00 DEGREES 59 MINUTES 22 SECONDS W 6.00 FEET; THENCE S 88 DEGREES 55 MINUTES 45 SECONDS E 400.00 FEET; THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E 6.00 FEET; THENCE N 88 DEGREES 55 MINUTES 45 SECONDS W 400.00 FEET TO THE POINT OF BEGINNING.

WATER RIGHTS:

1. WELL, PERMIT NUMBER 85145 FOR DOMESTIC USE, INCLUDING THE IRRIGATION OF NOT OVER ONE ACRE OF HOME GARDENS AND LAWNS, SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
2. WELL, PERMIT NUMBER 49722 FOR DOMESTIC USE, NOT NOW IN USE -- SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
3. A ONE-HALF INTEREST IN WELL, PERMIT NUMBER 4103, ON "WARD LAND", FOR WATERING HORSES AND FOR DOMESTIC AND STOCK PURPOSES -- SAID WELL APPLICATION AND APPROVAL THEREOF ATTACHED HERETO AS PART OF EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.
4. ANY AND ALL OTHER WATER RIGHTS APPURTENANT TO THE REAL ESTATE HEREIN ABOVE

Please return to:

EDWARD M. SHIELDS, P.C.
ATTORNEY AT LAW
10 BOULDER CRESCENT, SUITE 200
COLORADO SPRINGS, CO 80903

ASSIGNMENT OF PROMISSORY NOTE AND DEED OF TRUST

The undersigned, for the consideration of One Dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does transfer to Luis Praxmarer, whose address is c/o Edward M. Shields, P.C., 10 Boulder Crescent, Suite 200, Colorado Springs, Colorado 80903, all of the right, title and interest of the undersigned in and to one certain Promissory Note in the original principal amount of \$1,275,000.00 dated March 15, 2005, executed by Corvette Partners, LLP, a Colorado limited liability partnership as the Maker thereof and payable to the order of Five Star Ranch, LLC, a Colorado limited liability company as per the endorsement on said Note of even date herewith, together with all of the interest of the undersigned in that Deed of Trust securing said note duly recorded in the records of El Paso County, Colorado on March 28, 2005 at Reception No. 205042937.

The undersigned warrants and represents that it is the lawful owner and holder of said Promissory Note and Deed of Trust securing the same as herein described and that it has good and lawful authority to transfer said Promissory Note and Deed of Trust. The undersigned will forever warrant and defend the undersigned's authority to sell and transfer said Promissory Note and the Deed of Trust; and the undersigned further warrants and represents that said Deed of Trust is a valid and subsisting lien against the property described therein.

The undersigned's assignment of the Promissory Note and Deed of Trust is hereby made without recourse.

By executing this Assignment of Promissory Note and Deed of Trust Luis Praxmarer as assignee hereby acknowledges receipt of the original Promissory Note described herein and agrees to be bound by the terms of this Assignment.

This Assignment of Promissory Note and Deed of Trust shall bind and benefit alike the heirs, successors and assigns of the parties hereto.

Dated this 17th day of April, 2006.

ASSIGNOR:

FIVE STAR RANCH, LLC,
a Colorado limited liability company

By:

Luis Praxmarer, Manager

ASSIGNEE:

Luis Praxmarer

ROBERT C. "BOB" BALINK
08/17/2010 01:36:14 PM
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El Paso County, CO

210079565

CBCC

RESOLUTION NO. 05-289

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

APPROVE VARIANCE OF USE FOR A 10,000 SQUARE-FOOT COMMERCIAL
BUSINESS (VA-05-005)-RICHARD NORING

WHEREAS, Richard Noring did file a petition with the Planning Division of El Paso County for approval of a Variance of Use within the A-1 (Agricultural) Zone District to allow a 10,000 square-foot commercial business (Corvette Center) where such is not permitted; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on June 21, 2005, upon which date the Planning Commission did by formal resolution recommend approval of the subject Use Variance petition with conditions and notations; and

WHEREAS, a public hearing was held by this Board on July 14, 2005; and

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

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and all interested parties were heard at those hearings.
3. The proposed Variance of Use conforms to Section 35.9, Standards Governing the Approval or Disapproval of a Petition for a Use Variance, of the El Paso County Zoning Resolutions.
4. The proposed Variance is in compliance with the recommendations set forth in the Master Plan for the unincorporated area of the county.
5. The proposed land use will be compatible with existing and permitted land uses in the area.

ROBERT C. "BOB" BALINK El Paso County, CO
08/11/2005 03:00:49 PM
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205124919

6. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.
7. The strict application of the El Paso County Zoning Resolutions would result in peculiar and exceptional practical difficulties or undue hardship upon the owner of the property.
8. For the above-stated and other reasons, the proposed Variance of Use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the request by Richard Noring for a Variance of Use to to allow a 10,000 square-foot commercial business (Corvette Center) within the A-1 (Agricultural) Zone District where such is not a permitted use for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

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

CONDITIONS:

1. Variance of Use approval shall be limited to allow the Corvette Center as depicted on the Plot Plan and Letter of Intent.
2. The Variance of Use for the Corvette Center shall be limited to ten (10) years after which time the structure will either be removed, the applicant will re-apply for and obtain an extension of the Variance of Use, or the applicant will convert the structure back to an accessory building.
3. Any future development of the site will require the applicant to submit a Plot Plan in accordance with Section 37 of the El Paso County Land Development Code, reviewed and approved by the Development Services Department, authorization for the issuance of a building permit. The Plan shall address among other things grading, drainage, lighting, accesss, erosion control, parking, landscaping and fencing.
4. The new building shall be designed in a fashion to compliment the existing buildings on the ranch.

NOTATIONS:

1. No subsequent enlargement, expansion or modification to the structure shall be allowed unless the proposal is re-evaluated and goes through the public hearing process in accordance with the requirements of the El Paso County Land Development Code.
2. If the Variance of Use is abandoned or discontinued for one (1) year or longer the Variance of Use shall be deemed abandoned and of no further force and effect.

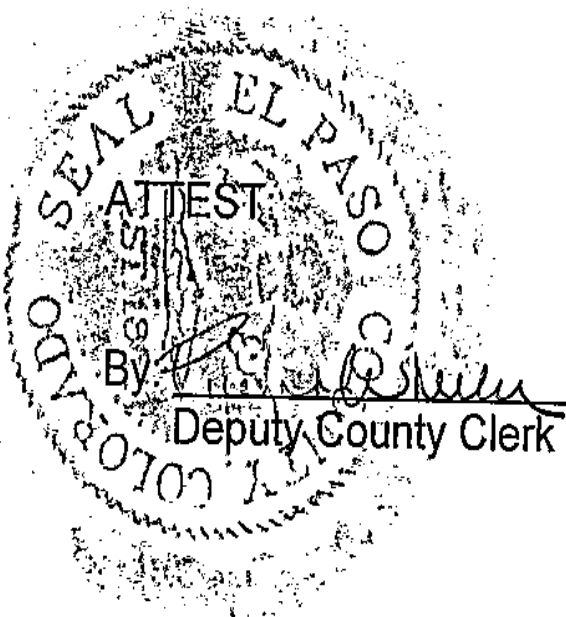
AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 14th day of July 2005, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Chairman



Resolution No. 05-289
EXHIBIT A

TRACT IN SW4 OF SEC 15 AND IN N2 OF SEC 22-17-65 AS FOLS; BEG AT SW COR OF SD SEC 15, TH N 00°59'22" E ALG W SEC LN 843.09 FT, S 88°55'45" E 2600.0 FT M/L TO WLY R/W LN OF INTERSTATE HWY 25, TH ALG SD WLY R/W LN S 20°04'13" E 349.46 FT, ALG ARC OF CUR TO R WITH A RAD OF 5730.00 FT C/A OF 2°00'00", AN ARC DIST OF 200.02 FT, S 18°04'13" E 294.80 FT, S 00°58'13" E 85.0 FT, S 18°04'13" E 599.66 FT, N 88°59'13" W 3169.29 FT TO WLY LN OF SEC 22, TH N 00°20'49" E 566.75 FT TO POB, SUBJ TO AND TOG WITH R/W BY BK 2659-15, EX THAT PART DESC AS FOLS: BEG AT SW COR OF SD SEC 15, TH N 00°59'22" E ALG W SEC LN 843.09 FT, S 88°55'45" E 1250.00 FT FOR POB; TH S 00°59'22" W 6.00 FT, S 88°55'45" E 400.00 FT, N 00°59'22" E 6.00 FT, TH N 88°55'45" W 400.00 FT TO POB, TOG WITH THAT PART DESC AS FOLS: BEG AT SW COR OF SD SEC 15; TH N 00°59'22" E ALG W SEC LN 843.09 FT, S 88°55'45" E 1650.00 FT FOR POB, TH N 00°59'22" E 6.00 FT, S 88°55'45" E 400.00 FT M/L TO WLY LN OF TR DESC BY BK #2550-165, TH SLY ALG WLY LN 6.00 FT, TH N 88°55'45" W 400.00 FT TO POB.

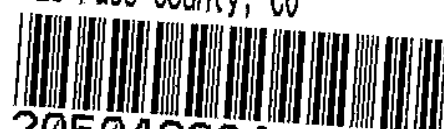
No separate doc fee. See previous instrument

Return to:

Rick & Sandie Norring
18550 Midway Ranch Rd
Pueblo, Co 81008

ROBERT C. "BOB" BALINK
03/28/2005 03:20:07 PM
Doc \$0.00 Page
Rec \$36.00 1 of 7

El Paso County, CO



205042934

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That I,
FIVE STAR RANCH LLC, A COLORADO LIMITED LIABILITY COMPANY
whose address is P.O. BOX 326, FOUNTAIN, CO 80817

* County of EL PASO

and State of COLORADO

, for the consideration of

TEN AND 09/100

dollars,

in hand paid, hereby sell(s) and convey(s) to

CORVETTE PARTNERS, LLP A COLORADO LIMITED LIABILITY PARTNERSHIP
whose legal address is 18550 MIDWAY RANCH ROAD, PUEBLO, CO 81008

County of EL PASO

, and State of COLORADO

the following real property situate in the

County of EL PASO

and State of Colorado, to wit:

SEE ATTACHED EXHIBITS A, B, AND C

also known by street and number as

with all its appurtenances.

RECORDER NOTE: Legibility
of writing, typing or printing
UNSATISFACTORY in portions
of this document when received.

Signed and delivered this 15th day of MARCH, 2005,
Five Star Ranch, LLC, A Colorado Limited Liability Company

Edward M. Shields, authorized agent

STATE OF COLORADO,

County of EL PASO

ss,

The foregoing instrument was acknowledged before me this 15th day of March
2005, by Edward M. Shields, authorized agent, Five Star
Ranch, LLC, A Colorado Limited Liability Company.

My commission expires 5/6/07

Witness my hand and official seal.

ANNIS S. HODGKINS
NOTARY PUBLIC
STATE OF COLORADO

*If in Denver, the Notary Seal is required

My Commission Expires 05-06-2007

Notary Public

200459565-7



**EXHIBIT A
TO BARGAIN & SALE DEED**

WATER RIGHTS

1. Well, permit number 85145 for domestic use, including the irrigation of not over one acre of home gardens and lawns, said well application and approval thereof attached hereto as part of Exhibit B and incorporated herein by this reference.
2. Well, permit number 49722 for domestic use, not now in use--said well application and approval thereof attached hereto as part of Exhibit B and incorporated herein by this reference.
3. A one-half interest in well, permit number 4103, on "Ward land", for watering horses and for domestic and stock purposes--said well application and approval thereof attached hereto as part of Exhibit B and incorporated herein by this reference.
4. Any and all other water rights appurtenant to the real estate as described on Exhibit C attached hereto and incorporated herein by this reference.

RLN
EMS

EXHIBIT B
TO BARGAIN & SALE DEED

15.73
COLORADO DIVISION OF WATER RESOURCES
300 Columbine Bldg., 1845 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes. No erasures unless initialed. Proper fee must be submitted with the application.

(X) A PERMIT TO USE GROUND WATER
(X) A PERMIT TO CONSTRUCT A WELL
FOR: (X) A PERMIT TO INSTALL A PUMP *am*

() REPLACEMENT FOR NO. _____

() OTHER: _____

RECEIVED

JUL 13 1978

WATER RESOURCES
STATE ENGINEER
C.D.

(1) APPLICANT - mailing address

NAME Anne & John Prestone

STREET P.O. Box 2526

CITY Colorado Springs Colorado 80909
(State) (Zip)

TELEPHONE NO. 382-7949

(2) LOCATION OF PROPOSED WELL

County El Paso

SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 15

Twp. 17 S., Rng. 65 W., 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15

Average annual amount of ground water to be appropriated (acre-feet): 1

Number of acres to be irrigated: none

Proposed total depth (feet): 100

Aquifer ground water is to be obtained from:
gravel

Owner's well designation only well

GROUND WATER TO BE USED FOR:

(X) HOUSEHOLD USE ONLY - no irrigation (0)

(X) DOMESTIC (1) () INDUSTRIAL (5)

(X) LIVESTOCK (2) () IRRIGATION (6)

() COMMERCIAL (4) () MUNICIPAL (8)

() OTHER (9) _____

(4) DRILLER

Name W.V. Harding & Sons

Street 1409 Bates Dr.

City Colorado Springs Colorado 80909
(State) (Zip)

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 721131

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPROVED PURSUANT TO CRS 1973, 37-92-602
(3)(b)(II) AS THE ONLY WELL ON A TRACT
OF 35 ACRES OR MORE DESIGNATED AS 35.2
ACRES IN S $\frac{1}{4}$ Sec. 15 and N $\frac{1}{4}$ Sec.
22, T. 17S, R. 65W, 6th P.M.

THE MUNICIPAL OR COUNTY GOVERNMENT
SHALL BE CONSULTED WHEN LOCATING
THIS WELL, AND THEIR REGULATIONS
SHALL BE COMPLIED WITH. *JH*

APPROVED FOR DOMESTIC USE, INCLUDING THE
IRRIGATION OF NOT OVER ONE ACRE OF HOME
GARDENS AND LAWNS.

APPLICATION APPROVED

I.D. 2 W.D. 10 COUNTY 21

PERMIT NUMBER 85145

DATE ISSUED JUL 28 1976

EXPIRATION DATE JUL 28 1978

Bruce E. DeBune

EMS

DIVISION OF WATER RESOURCES, DEPARTMENT OF NATURAL RESOURCES
101 Columbine Bldg., 1845 Sherman Street, Denver, Colorado 80203



PERMIT

APPLICATION FOR:

- ☐ A PERMIT TO USE GROUND WATER.
☒ A PERMIT TO CONSTRUCT A WELL
☐ REPLACEMENT FOR NO. _____
☒ A PERMIT TO INSTALL A PUMP
☐ OTHER

PRINT OR TYPE

LOCATION OF WELL

APPLICANT Tim Ward

COUNTY El Paso

Street Address Rt #3 Box 287

SE 1/4 of the SW 1/4 sec. 15

City & State Quebec, Colorado

T. 17S, R. 65W, 6 P.M.

Use of ground water Domestic

Street or Lot & Block _____

Owner of land on which well is located _____

City or Subdiv. _____ Filing _____

Owner of irrigated land _____

Ground Water Basin _____

Number of acres to be irrigated _____

Water Management District _____

Legal description of irrigated land _____

LOCATE WELL ON THE BACK OF THIS SHEET

Other water rights on this land _____

Driller J.D. Stewart Drilling Co No. 166

Aquifer (s) ground water is to be obtained from _____

Driller's Address 4510 Ford Dr. Colo Springs, Colo

Storage capacity _____ AF

Timothy Ward
Signature of Applicant

ANTICIPATED PUMPING RATE 15 GPM

CONDITIONS OF APPROVAL.

AVERAGE ANNUAL AMOUNT OF GROUND WATER TO BE APPROPRIATED _____ Acre-feet

ESTIMATED WELL DATA

Anticipated start of drilling Nov 24 1971

Anticipated start of use Nov 27 1971

Hole Diameter:

8 in. from 0 ft. to 100 ft.

8 in. from _____ ft. to _____ ft.

Casing:

Plain 5 in. from 0 ft. to 60 ft.

5 in. from _____ ft. to _____ ft.

Perf. 5 in. from 60 ft. to 100 ft.

5 in. from _____ ft. to _____ ft.

ESTIMATED PUMP DATA

Type Sub HP 3/4 Outlet Size _____

NO GW 16279

APPLICATION APPROVED:

VALID FOR ONE (1) YEAR AFTER DATE ISSUED UNLESS EXTENDED FOR GOOD CAUSE SHOWN TO THE ISSUING AGENCY

PERMIT NO. 49722 CONDITIONAL ☐

DATE ISSUED NOV 5 1971

[Signature]
STATE ENGINEER

BY Barton W. Eaker

BY _____

RLW
EWS

STATE OF COLORADO
APPLICATION FOR USE OF GROUND WATER
(Use Indelible Pencil or Typewriter)

AUG 10 1959
GROUND WATER ST.
COLORADO
STATE ENGINEER

Applicant WARD. RANCHE INC.

LOCATION OF WELL
County FL.

P.O. Address RT 3 Box 287 Pueblo Co

Quantity applied for 10 gpm or
AF Storage

SW. 1/4 SW. 1/4 Sect. 15 Twp. 17S

Rge. 6SW, 6TH P.M. OR

Used for DOMESTIC & STOCK Purposes

on/at S.W. 1/4 SEC 15
(legal description of land site)

Street Address or Lot & Block No.

Town or Subdivision

Total acreage irrigated and other rts.

ESTIMATED DATA OF WELL

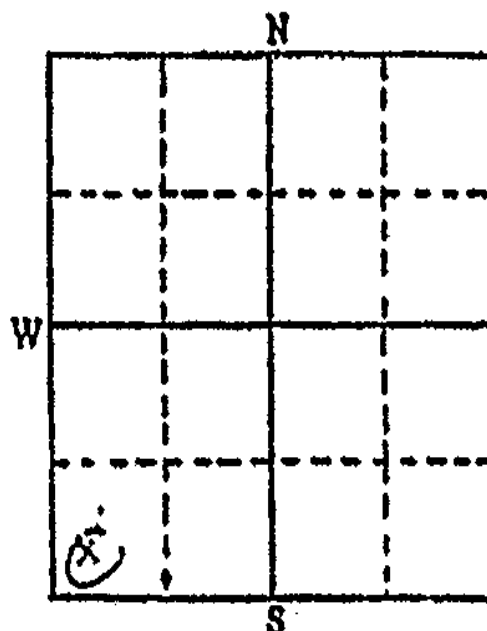
Hole size: 8 in. to 60 ft.
 in. to ft.

Casing Plain 7 in. from 0 to 40 ft.
 in. from to ft.

Perf. 7 in. from 40 to 60 ft.
 in. from to ft.

PUMP
DATA: Type jet HP 3/4 Size 1 1/2 Outlet

Use initiation date 19
(Use Supplemental pages for additional data)



Locate
well in
40 acre
(small)
square
as near
as possible.

\$25.00 fee required for Industrial,
Commercial or Irrigation uses.

Applicant Ward Ranch Inc. Co. Inc.

Agent or
Driller L. E. Lewis No.

Address Pueblo, Colorado

THIS APPLICATION APPROVED

NO. 4103

DATE AUG 10 1959 19

NOTE — SATISFACTORY COMPLETION REQUIRED FOR APPROVAL OF APPLICATION

RLN
EWS

EXHIBIT C
TO BARGAIN & SALE DEED

PARCEL A:

THAT PART OF THE SOUTH HALF OF SECTION 15, AND THE NORTH HALF OF SECTION 22, ALL IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH $00^{\circ}59'22''$ EAST ALONG THE WEST LINE OF SAID SECTION 15, 843.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH $88^{\circ}55'45''$ EAST ALONG THE NORTH LINE AND ITS EASTERLY EXTENSION THEREOF 1333.48 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE CONTINUING ALONG SAID LAST MENTIONED COURSE A DISTANCE OF 1367.12 FEET; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 25 BY THE FOLLOWING FIVE COURSES: (1) SOUTH $20^{\circ}04'13''$ EAST, 313.59 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $02^{\circ}00'00''$ A RADIUS OF 5604.58 FEET FOR AN ARC DISTANCE OF 195.64 FEET; (3) SOUTH $18^{\circ}04'13''$ EAST, 294.80 FEET; (4) SOUTH $00^{\circ}58'13''$ EAST, 85.00 FEET; (5) SOUTH $18^{\circ}04'13''$ EAST, 599.67 FEET; THENCE NORTH $88^{\circ}59'12''$ WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 22, 1999.65 FEET; THENCE NORTH $00^{\circ}20'49''$ EAST 867.65 FEET; THENCE SOUTH $88^{\circ}59'13''$ EAST 169.31 FEET; THENCE NORTH $00^{\circ}47'44''$ EAST 340.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO

*****CONTINUED*****

RLN
Ems

EXHIBIT C
TO BARGAIN & SALE DEED

COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15, SAID
CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 22;
THENCE N 00 DEGREES 59 MINUTES 22 SECONDS E, ALONG THE
WEST LINE OF SAID SECTION 15, 843.09 FEET; TO THE
NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF
THE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION; THENCE S 88 DEGREES 55
MINUTES 45 SECONDS E, ALONG THE NORTH LINE THEREOF,
1333.48 FEET TO THE NORTHEAST CORNER THEREOF, THENCE S 00
DEGREES 47 MINUTES 44 SECONDS W ALONG THE EAST LINE OF THE
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 540.38
FEET; THENCE N 88 DEGREES 59 MINUTES 13 SECONDS W, 169.31
FEET, SAID POINT BEGINNING THE NORTHWEST CORNER OF THAT
PROPERTY CONVEYED IN DEED RECORDED IN BOOK 3833 AT PAGE
1041, EL PASO COUNTY RECORDS; THENCE S 00 DEGREES 20
MINUTES 49 SECONDS W, PARALLEL WITH THE WEST LINE OF THE
NORTHWEST QUARTER OF SAID SECTION 22, 867.66 FEET; THENCE
N 88 DEGREES 59 MINUTES 13 SECONDS W, PARALLEL WITH THE
SOUTH LINE OF SAID SECTION 15 AND NORTH LINE OF SAID
SECTION 22, 1169.38 FEET TO A POINT ON THE WEST LINE OF
SAID NORTHWEST QUARTER OF SECTION 22: THENCE N 00 DEGREES
20 MINUTES 49 SECONDS E, ALONG THE WEST LINE THEREOF,
566.27 FEET TO THE POINT OF BEGINNING EXCEPT ANY PORTION
HEREOF AS MAY BE IN CONFLICT WITH TRACT ONE AS SET FORTH
IN DECREE RECORDED SEPTEMBER 24, 1985 IN BOOK 5065 AT PAGE
649.

EMS

Return to: Ric & Sandie Noring
18550 Midway Ranch Rd
Pueblo, Co 81008

R&N

WARRANTY DEED

THIS DEED, Made this 15th day of March, 2005, between FIVE STAR RANCH LLC, A COLORADO LIMITED LIABILITY COMPANY

of the said County of _____ and State of COLORADO, grantor, and CORVETTE PARTNERS, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

whose legal address is 18550 MIDWAY RANCH ROAD
PUEBLO, CO 81008

of the said County of EL PASO and State of COLORADO, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of: Ten dollars and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the said County of EL PASO and State of Colorado described as follows:

SEE ATTACHED LEGAL DESCRIPTION

also known by street and number as: 18550 MIDWAY RANCH ROAD, PUEBLO, CO 81008

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 grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except 2005 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

The grantor shall and will WARRANTY AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

FIVE STAR RANCH LLC, A COLORADO LIMITED LIABILITY COMPANY

By 
EDWARD M. SHIELDS, AUTHORIZED AGENT

ROBERT C. "BOB" BALINK
03/28/2005 03:20:07 PM
Doc \$227.50 Page
Rec \$11.00 1 of 2

El Paso County, CO

205042933

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

The foregoing instrument was acknowledged before me this 15th day of March, 2005, by EDWARD M. SHIELDS, AUTHORIZED AGENT, FIVE STAR RANCH LLC, A COLORADO LIMITED LIABILITY COMPANY

My commission expires May 06, 2007

Witness my hand and official seal.

Notary Public

STA

DO

200459565-6



ATTACHED LEGAL DESCRIPTION

Order Number: 200459565

PARCEL A:

A tract in the South one half of Section 15, and in the North one half of Section 22, both in Township 17 South, Range 65 West of the 6th P.M. in El Paso County, Colorado described as follows:

Beginning at the Southwest corner of said Section 15; thence North $00^{\circ}59'22''$ East along the West line of said Section 15, 843.09 feet to the Northwest corner of the South half of the South half of the North half of South half of the Southwest Quarter of said Section; thence South $88^{\circ}55'45''$ East along said North line and its Easterly extension 2700.00 feet, more or less, to the Westerly right of way line of Interstate Highway 25; thence along said Westerly right of way line for the following five (5) courses: (1) South $20^{\circ}04'13''$ East, 313.59 feet; (2) along the arc of curve to the right with a radius of 5604.58 feet, a central angle of $02^{\circ}00'00''$ an arc distance of 195.64 feet; (3) South $18^{\circ}04'13''$ East, 294.80 feet; (4) South $00^{\circ}58'13''$ East, 85.00 feet; (5) South $18^{\circ}04'13''$ East, 599.66 feet; thence North $88^{\circ}59'13''$ West 3169.03 feet to the West line of Section 22; thence North $00^{\circ}20'49''$ East 566.75 feet to the Point of Beginning; TOGETHER WITH a tract described as follows:

Commencing at the Southwest corner of said Section 15; thence North $00^{\circ}59'22''$ East along the West line of said Section 15, 843.09 feet to the Northwest corner of the South half of the South half of the North half of South half of the Southwest Quarter of said Section; thence South $88^{\circ}55'45''$ East, along said North line, 1650.00 feet to the TRUE POINT OF BEGINNING; thence North $00^{\circ}59'22''$ East 6.00 feet; thence South $88^{\circ}55'45''$ East 400.00 feet, more or less to the Westerly line of the tract described in Book 2550 at Page 165; thence Southerly along said Westerly line 6.00 feet; thence North $88^{\circ}55'45''$ West 400.00 feet to the Point of Beginning; but EXCEPTING FROM these tracts the following parcel:

Commencing at the Southwest corner of said Section 15; thence North $00^{\circ}59'22''$ East along the West line of said Section 15, 843.09 feet to the Northwest corner of the South half of the South half of the North half of South half of the Southwest Quarter of said Section; thence South $88^{\circ}55'45''$ East, along said North line, 1250.00 feet to the TRUE POINT OF BEGINNING; thence South $00^{\circ}59'22''$ West 6.00 feet; thence South $88^{\circ}55'45''$ East 400.00 feet; thence North $00^{\circ}59'22''$ East 6.00 feet; thence North $88^{\circ}55'45''$ West 400.00 feet to the Point of Beginning.

PARCEL B:

Those non-exclusive easement rights over undefined portions of the South half of Section 15, Township 17 South, Range 65 West of the 6th P.M. conferred by instruments recorded: [1] November 18, 1964 in Book 2044 at Pages 967, 969, and 971; [2] July 14, 1972 in Book 2505 at Pages 705 and 706; [3] March 1, 1974 in Book 2659 at Page 15; and [4] that easement described in instrument recorded February 9, 1999 at Reception No. 99020929, all being in the records of the El Paso County, Colorado, Clerk and Recorder

RhN
EMS

Recd. 11/18/64 NOV 18 1964
Reception No. 379304 HARRIET BEALS

BOOK 2044 971

GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That WARD RANCHES, INC., of the County of El Paso and State of Colorado, of the First Part, in consideration of TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt of which is hereby acknowledged, does grant to WILLIAM T. WARD, III, and DONNA S. WARD, of the Second Part, their successors and assigns, a perpetual right-of-way and easement for the laying, construction and maintenance of a pipe line for the carriage of water, together with the necessary fixtures and attachments, for said line, from the residence owned now and occupied by W. T. WARD, over and across the following described property, owned by WARD RANCHES, INC., situate in the County of El Paso and State of Colorado, to-wit:

The South Half of Section 15, Township 17 South, Range 65 West of the 6th P.M.

It is expressly understood that the pipeline for the carriage of water, installed, or to be installed on this right-of-way, shall run in a southwesterly direction from the residence now owned and occupied by the said W. T. WARD, across the above described land, to the residence now owned and occupied by the said WILLIAM T. WARD, III, and DONNA S. WARD, located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15, and that said line is to be constructed in such a way so as to interfere to the least extent possible with the use of the surface of said property.

It is further understood that the Second Party herein will cover all ditches and after laying a pipe will restore the property to its original state as near as may be possible.

BOOK 2044 972

It is further understood that First Party herein will not be liable for any damage to any person or persons or property in the laying of the water pipelines across the land mentioned herein above.

It is further expressly understood that this right-of-way is granted for a single residence, that being the residence now owned and occupied by Second Party herein, situated on the property adjacent to the property over which this right-of-way is to pass.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 30th day of September, 1964.

WARD RANCHES, INC.



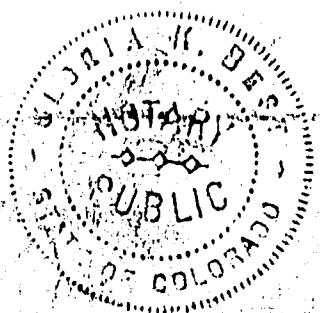
W. J. Ward
President

ATTEST:
Udine Ward
Secretary

STATE OF COLORADO)
COUNTY OF EL PASO) ss:

The above and foregoing instrument was acknowledged before me this 30th day of September, 1964.

My commission expires: My Commission expires June 16, 1968.



Gloria K. Best
Notary Public

Received at 8:07 o'clock, M., OCT. 9, 1963

BOOK 1979 PAGE 757

Reception No. 311222 HARRIET BEALS

A. T. & T. CO.
L. L. DEPT.

Lamar-Cheyenne Mountain "A" Cable

APPROVED: *[Signature]*

93860

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63379

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

FIVE AND 0/100

Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in all of Sec. 20, 21, 27, 28, 30, all that part of Sec. 15 lying West of the D. R. G. R.R., all that part of Sec. 22 lying West of N.Y. Co. 35, the SW¹/₄, SW²/₄ of SE¹/₄, NW¹/₄, N of NE¹/₄, SW¹/₄ of NE¹/₄ all in Sec. 29, all in Twp. 7 S. R. 65 W.,

of 4th P. M., County of El Paso, and State of Colorado, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install gates and stiles in any fences crossing said strip. The Northwest¹/₄ boundary of said one rod strip shall be a line parallel to and 5 feet Northwest of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for it self (yes), its heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.



Signed and sealed this 30th day of August

1963, at 8 o'clock of Fountain Colo., on 8.25

SECRETARY

Ward Ranches, Inc.

(Seal)

By *[Signature]*

(Seal)

(Seal)

(Seal)

STATE OF COLORADO

County of

ss.

The foregoing instrument was acknowledged before me

this 30th day of

1963, by

Witness my hand and official seal.

Notary Public

My commission expires

STATE OF COLORADO

County of El Paso

ss.

The foregoing instrument was acknowledged before me

this 30th day of August

1963, by W.P. Ward President of Ward Ranches, Inc.

Witness my hand and official seal.

Notary Public

My commission expires

[Signature]
Sept 24, 1966

Paid in cash. See

field draft No. K 37582

937 A FEB 17 1963
275600

BOOK 1946 PAGE 62

GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That W. T. WARD, of the County of El Paso and State of Colorado, of the First Part, in consideration of TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt of which is hereby acknowledged, does grant to WILLIAM T. WARD, III, and DONNA S. WARD, of the Second Part, their successors and assigns, a perpetual right-of-way and easement for the laying, construction and maintenance of a pipe line for the carriage of water, together with the necessary fixtures and attachments, for said line, from the residence now owned and occupied by the said W. T. WARD, over and across the following described property, owned by the said W. T. WARD, situate in the County of El Paso and State of Colorado, to-wit:

The South Half of Section 15, Township 17 South, Range 65 West of the 6th P. M. .

It is expressly understood that the pipeline for the carriage of water, installed, or to be installed on this right-of-way, shall run in a southwesterly direction from the residence now owned and occupied by the said W. T. WARD, across the above described land, to the residence now owned and occupied by the said WILLIAM T. WARD, III, and DONNA S. WARD, located in the SW $\frac{1}{4}$; SW $\frac{1}{4}$ of said Section 15, and that said line is to be constructed in such a way so as to interfere to the least extent possible with the use of the surface of said property.

187795

It is further understood that the Second Party herein will cover all ditches and after laying a pipe will restore the property to its original state as near as may be possible.

It is further understood that First Party herein will not be liable for any damage to any person or persons or property in the laying of the water pipelines across the land mentioned herein above.

It is further expressly understood that this right-of-way is granted for a single residence, that being the residence now owned and occupied by Second Party herein, situated on the property adjacent to the property over which this right-of-way is to pass.

IN WITNESS WHEREOF, the undersigned has set his
hand and seal this 30th day of January, 1963.

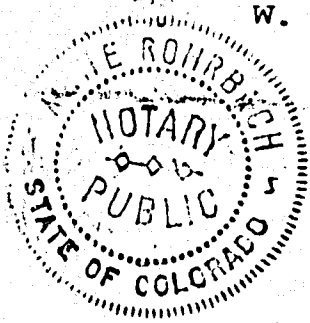
W. T. Ward.

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

The above and foregoing instrument was acknowledged before me this 3rd day of January, 1963, by W. T. Ward.

My commission expires: April 16, 1966.

George D. H. H. H. H.
Notary Public



No. 242761

By DEPUTY.

This Deed, Made this 13th day of December in the year of our Lord one thousand nine hundred and fifty-one between L. A. McCANDLISH

of the County of El Paso and State of Colorado, of the first part, and W. T. WARD

of the County of Knox Texas, and State of ~~California~~ of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations - - - ~~DOLLARS~~ to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns 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: All of Section 7; the South half of Section 8; the South half of the North half of Section 8; the Northwest quarter of the Northwest quarter of Section 8; all that part of the South half of Section 9 lying West of the Denver and Rio Grande Railroad right of way, except road; the South half of the Northwest quarter of Section 9; all that part of the South half of the Northeast quarter of Section 9 lying West of the Denver and Rio Grande Railroad right of way, except road; all that part of the South half of Section 10 lying West of the Denver and Rio Grande Railroad right of way, except road; all that portion of Section 15 lying West of the Denver and Rio Grande Railroad right of way, except road; all of Section 17; all of Section 18; all of Section 19; all of Section 20; all of Section 21; all that part of Section 22 lying West of U. S. Highway No. 85; all that part of Section 23 lying West of U. S. Highway No. 85; all that part of the Northwest quarter of the Northwest quarter of Section 26 lying West of U. S. Highway No. 85; the North half of the North half of Section 27; the North half of the North half of Section 28; the Northwest quarter of Section 29; the North half of the Northeast quarter of Section 29; the Southwest quarter of the Northeast quarter of Section 29 and the North half of Section 30, all in Township 17 South, Range 65 West of the 6th Principal Meridian, in El Paso County, Colorado, reserving, however, to L. A. McCandlish, the party of the first part, his heirs, executors, administrators and assigns, for a period of fifty years and so much longer thereafter as any oil, gas, coal, and any other minerals are, or can be produced or mined from the above described real property or any part thereof, an undivided one-half interest in all oil, coal, gas, and all other minerals and mineral rights in or under said real property or any part thereof, and reserving further to L. A. McCandlish, his heirs, executors, administrators and assigns the right of ingress, egress, and regress and the right to the use of so much of the surface of said above described real property as may be necessary, convenient or desirable to properly explore for, develop, work and remove any oil, gas, coal and any and all other minerals in or under any part of the above described real property; and excepting and subject to all rights of way or easements for railroads, roads, telephone and telegraph lines and poles, ditches and reservoirs, and all other rights of way and easements affecting in any way any part of said premises; and excepting further and subject to all exceptions or reservations of oil, gas, coal and any and all other minerals or mineral rights or mineral leases now affecting any part of the above described real property, and further excepting and subject to all reservations of any rights of ingress, egress, or regress now appearing of record or any rights used in connection of any such rights reserved; and further excepting and subject to all mineral rights conveyed in a certain deed between the Colorado National Bank and Henry Esser which conveyed to Henry Esser an undivided one-half interest in and to all minerals, including all oil and gas located upon said premises for a period of ten years from March 1, 1925

CERT. FEE \$ 2.70 C/P E

and so much longer as oil and gas or other minerals may be found on said premises and which deed affects Sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 and other property; and excepting further all rights conveyed by L. A. McCandlish by quit claim deed recorded November 29, 1940 in Book 978, at Page 461, of the records of El Paso County, Colorado; and excepting any and all other reservations, restrictions, conditions and agreements now of record affecting said property; and excepting and subject to that certain agreement between L. A. McCandlish and O. L. Jamison dated December 7, 1946 and recorded April 28, 1947 in Book 1020, at Page 385 of the records of El Paso County, Colorado; together with whatever right, title or interest grantor has in any water and water rights and ditches, and ditch rights now used in the irrigation of said property.

Together With all and singular the hereditaments and appurtenances thereunto 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 party 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 party of the second part, his heirs and assigns forever. And the said L. A. McCandlish party of the first part, for his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form 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 nature soever; except taxes for the year 1951 and subsequent taxes.

and the above bargained premises, in the quiet and peaceable possession of the said part y
of the second part, his heirs and assigns, 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 party of the first part has hereunto set his hand
and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

L. A. McCandlish

Seal
Seal
Seal
Seal

STATE OF COLORADO,

County of El Paso

ss.

The foregoing instrument was

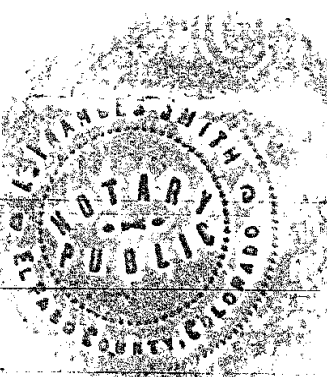
acknowledged before me this 16th day of ~~December~~ January
53 1953, by* L. A. McCandlish

Witness my hand and official seal.

My commission expires August 8, 1956.

L. Frances Smith

Notary Public.



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

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

W. E. Lucas

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a cooperative corporation, whose post-office address is Colorado Springs, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of _____, State of Colorado, and more particularly described as follows:

Approximately 1450 acres in sections 3-7-10-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-264

P E R M A N E N T E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that W. T. WARD, of El Paso County, State of Colorado, hereinafter called the "grantor", for and in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable consideration to him in hand paid by The Department of Highways, State of Colorado, "grantees", receipt of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto the said grantees a PERPETUAL EASEMENT on, along, over and across the following described premises, to-wit:

A group of 36 easements 20.0 feet in width, being 10.0 feet on either side of the following described centerlines

(1) Beginning at a point 165.0 feet right of Station 1001+39;

- a. Thence southerly a distance of 265.9 feet to a point 216.0 feet right of station 1004+00.
 - b. Thence southerly a distance of 282.1 feet to a point 174.0 feet right of station 1006+79;
 - c. Thence southerly a distance of 193.8 feet to a point 207.0 feet right of station 1007+70;
- All in the SE $\frac{1}{4}$ of Sec. 9, T. 17 S., R. 65 W., of the 6th P.M.

(2) Beginning at a point 225.0 feet right of Station 1008+70;

- a. Thence southerly a distance of 197.7 feet to a point 174.0 feet right of station 1010+61;
- b. Thence southerly a distance of 173.7 feet to a point 225.0 feet right of station 1012+27;

All in the SE $\frac{1}{4}$ of Sec. 9, T. 17 S., R. 65 W., of the 6th P.M.

(3) Beginning at a point 270.0 feet right of Station 1012+50;

- a. Thence southerly a distance of 150.3 feet to a point 260.0 feet right of Station 1014+00;
- b. Thence southerly a distance of 90.1 feet to a point 265.0 feet right of Station 1014+90;

All in the NE $\frac{1}{4}$ of Sec. 16 and the NW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.

(4) Beginning at a point 274.0 feet right of Station 1014+90;

- a. Thence southerly a distance of 334.7 feet to a point 295.0 feet right of Station 1016+24;

All in the NW $\frac{1}{4}$ Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.

(5) Beginning at a point 410.0 feet right of Station 1016+60;

- a. Thence southerly a distance of 763.0 feet to a point 300.0 feet right of Station 1026+15;

All in the NW $\frac{1}{4}$ Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.

(6) Beginning at a point 460.0 feet right of Station 1022+70;

- a. Thence southerly a distance of 380.3 feet to a point 300.0 feet right of Station 1026+15;

All in the NW $\frac{1}{4}$ Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.

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(2)

- (7) Beginning at a point 300.0 feet right of Sta. 1026+15;
- a. Thence southerly a distance of 273.7 feet to a point 360.0 feet right of Station 1028+82;
- All in the NW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (8) Beginning at a point 383.0 feet right of Sta. 1029+06;
- a. Thence southerly a distance of 226.2 feet to a point 250.0 feet right of Station 1030+90;
- All in the NW $\frac{1}{4}$ Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (9) Beginning at a point 196.0 feet right of Station 1031+55;
- a. Thence southerly a distance of 535.0 feet to a point 196.0 feet right of Station 1036+90;
- All in the NW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (10) Beginning at a point 231.0 feet right of Station 1037+21;
- a. Thence southerly a distance of 411.8 feet to a point 269.0 feet right of Station 1041+31;
- All in the NW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (11) Beginning at a point 350.0 feet right of Station 1040+59;
- a. Thence southerly a distance of 405.0 feet to a point 275.0 feet right of Station 1045+00;
- All in the NW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (12) Beginning at a point 430.0 feet right of Station 1041+31;
- a. Thence southerly a distance of 215.4 feet to a point 350.0 feet right of Station 1043+76;
- All in the NW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (13) Beginning at a point 285.0 feet right of Station 1045+00;
- a. Thence southerly a distance of 240.2 feet to a point 293.0 feet right of Station 1047+50;
- All in the W $\frac{1}{2}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (14) Beginning at a point 318.0 feet right of Station 1047+50;
- a. Thence southerly a distance of 164.0 feet to a point 280.0 feet right of Station 1049+06;
- All in the SW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (15) Beginning at a point 280.0 feet right of Station 1049+21;
- a. Thence southerly a distance of 164.0 feet to a point 280.0 feet right of Station 1050+85;
- All in the SW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.
- (16) Beginning at a point 280.0 feet right of Station 1053+85;
- a. Thence southerly a distance of 174.2 feet to a point 344.0 feet right of Station 1055+45;

(3)

All in the SW $\frac{1}{4}$ of Sec. 15, T. 17 S., R. 65 W., of the 6th P.M.

(17) Beginning at a point 171.0 feet right of Station 1078+10;

a. Thence southerly a distance of 829.0 feet to a point 174.0 feet right of Station 1086+39;

All in the NE $\frac{1}{4}$ of Sec. 22, T. 17 S., R. 65 W., of the 6th P.M.

(18) Beginning at a point 168.0 feet right of Station 1088+60;

a. Thence southerly a distance of 322.0 feet to a point 204.0^{feet} right of Station 1091+80;

b. Thence southerly a distance of 293.1 feet to a point 195.0 feet right of Station 1094+73;

All in the NE $\frac{1}{4}$ Sec. 22, T. 17 S., R. 65 W., of the 6th P.M.

(19) Beginning at a point 216.0 feet right of Station 1094+80;

a. Thence southerly a distance of 621.7 feet to a point 170.0 feet right of Station 1101+00;

All in the NE $\frac{1}{4}$ of Sec. 22, T. 17 S., R. 65 W., of the 6th P.M.

(20) Beginning at a point 170.0 feet right of Station 1101+20;

a. Thence southerly a distance of 262.5 feet to a point 250.0 feet right of Station 1103+70;

All in the W $\frac{1}{2}$ of Sec. 22, T. 17 S., R. 65 W., of the 6th P.M.

(21) Beginning at a point 165.0 feet right of Station 1106+40;

a. Thence southerly a distance of 226.0 feet to a point 186.0 feet right of Station 1108+65;

All in the SE $\frac{1}{4}$ of Sec. 22, T. 17 S., R. 65 W., of the 6th P.M.

(22) Beginning at a point 250.0 feet right of Station 1137+50;

a. Thence southerly a distance of 270.7 feet to a point 195.0 feet right of Station 1140+15;

All in the NE $\frac{1}{4}$ of Sec. 27, T. 17 S., R. 65 W., of the 6th P.M.

(23) Beginning at a point 195.0 feet right of Station 1140+50;

a. Thence southerly a distance of 98.0 feet to a point 195.0 feet right of Station 1141+48;

All in the NE $\frac{1}{4}$ of Sec. 27, T. 17 S., R. 65 W., of the 6th P.M.

(24) Beginning at a point 165.0 feet right of Station 1146+00;

a. Thence southerly a distance of 436.0 feet to a point 216.0 feet right of Station 1150+33;

All in the NE $\frac{1}{4}$ of Sec. 27, T. 17 S., R. 65 W., of the 6th P.M. and the NW $\frac{1}{4}$ of Sec. 26, T. 17 S., R. 65 W., of the 6th P.M.

(25) Beginning at a point 277.0 feet right of Station 1150+00;

a. Thence southerly a distance of 298.6 feet to a point 168.0 feet right of Station 1152+78;

All in the NW $\frac{1}{4}$ of Sec. 26, T. 17 S., R. 65 W., of the 6th P.M.

(26) Beginning at a point 200.0 feet right of Station 1153+45;

- a. Thence southerly a distance of 144.6 feet to a point 240.0 feet right of Station 1154+84;

All in the NW $\frac{1}{4}$ of Sec. 26, T. 17 S., R. 65 W., of the 6th P.M.

(27) Beginning at a point 175.0 feet right of Station 1153+63;

- a. Thence southerly a distance of 449.0 feet to a point 175.0 feet right of Station 1158+12;

All in the NW $\frac{1}{4}$ of Sec. 26, T. 17 S., R. 65 W., of the 6th P.M.

(28) Beginning at a point 190.0 feet right of Station 1158+20;

- a. Thence southerly a distance of 116.5 feet to a point 236.0 feet right of Station 1159+27;

All in the NW $\frac{1}{4}$ of Sec. 26, T. 17 S., R. 65 W. of the 6th P.M.

(29) Beginning at a point 240.0 feet right of Station 1189+43;

- a. Thence southerly a distance of 1350.5 feet to a point 204.0 feet right of Station 1202+93;

All in the NW $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W., of the 6th P.M.

(30) Beginning at a point 204.0 feet right of Station 1203+48;

- a. Thence southerly a distance of 158.5 feet to a point 159.0 feet right of Station 1205+00;
- b. Thence southerly a distance of 445.8 feet to a point 186.0 feet right of Station 1209+45;
- c. Thence southerly a distance of 291.1 feet to a point 180.0 feet right of Station 1212+36;
- d. Thence southerly a distance of 102.5 feet to a point 213.0 feet right of Station 1213+33;

All in the NW $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W. of the 6th P.M.

(31) Beginning at a point 210.0 feet right of Station 1213+63;

- a. Thence southerly a distance of 186.6 feet to a point 280.0 feet right of Station 1215+36;

All in the NW $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W. of the 6th P.M.

(32) Beginning at a point 165.0 feet right of Station 1214+79;

- a. Thence southerly a distance of 213.1 feet to a point 195.0 feet right of Station 1216+90;
- b. Thence southerly a distance of 694.0 feet to a point 195.0 feet right of Station 1223+84;

All in the NW $\frac{1}{4}$ of Sec. 35, and the SW $\frac{1}{4}$ of Sec. 35, and the SE $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W. of the 6th P.M.

72940

(33) Beginning at a point 210.0 feet right of Station 1223+00;

- a. Thence southerly a distance of 378.0 feet to a point 249.0 feet right of Station 1226+76;

All in the SE $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W., of the 6th P.M.

(34) Beginning at a point 171.0 feet right of Station 1225+45;

- a. Thence southerly a distance of 342.0 feet to a point 240.0 feet right of Station 1228+80;

All in the SE $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W., of the 6th P.M.

(35) Beginning at a point 210.0 feet right of Station 1229+00;

- a. Thence southerly a distance of 206.7 feet to a point 262.0 feet right of Station 1231+00;
- b. Thence southerly a distance of 300.0 feet to a point 262.0 feet right of Station 1234+00;
- c. Thence southerly a distance of 144.6 feet to a point 213.00 feet right of Station 1235+36;

All in the SE $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W. of the 6th P.M.

(36) Beginning at a point 162.0 feet right of Station 1229+00;

- a. Thence southerly a distance of 1000.1 feet to a point 174.0 feet right of Station 1239+00;
- b. Thence southerly a distance of 230.1 feet to a point 256.0 feet right of Station 1241+15;

All in the SE $\frac{1}{4}$ of Sec. 35, T. 17 S., R. 65 W. of the 6th P.M.

for the purpose of Diversion Ditches

Subject to the following terms and conditions:

And the Grantor(s) hereby covenant(s) with the Grantees that it has good title to the aforescribed premises; that it has good and lawful right to grant this easement; that it will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

I, WITNESS WHEREOF, (I) have hereunto set my hand and seal this

28th day of May A.D., 1958.

W. T. Ward
Grantor

STATE OF Colorado)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 28th day of May A.D., 1958 by W. T. WARD.

Witness my hand and official seal.

My commission expires March 14, 1962.

Wilfred M. Hoff
Notary Public

Recorded at 10:34 o'clock A. M. April 1, 1927

Reception No. 37324 Doc. No. 3121 Recorder

KNOW ALL MEN BY THESE PRESENTS: That I, the

grantor, of the County of _____ and State of _____, for the consideration of Ten Dollars, in hand paid, hereby grant bargain sell and convey to THE STATE HIGHWAY COMMISSION OF COLORADO, a public corporation, for the use and benefit of the DEPARTMENT OF HIGHWAYS of the State of Colorado, grantee, and its successors and assigns, for present and future highway purposes, the following perpetual right and interest in real property situate in the County of _____ and State of Colorado, to-wit:

Excepting only the point of access hereinafter specifically set forth and reserved to the grantor

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR to and from any part of the _____ a Freeway established according to the laws of the State of Colorado, and front and to any part of the property of the grantor abutting upon said highway along or across the access line described as follows:

33890

1624 PAGE 132

together with all the appurtenances thereunto belonging.

EXCEPTING, as above, from this grant, the right of the grantor to have said point of access to be limited, however, in use, by the grantor to purposes, the location in such point of access to and from the said right of way, and from and to said property of the grantor along and across the access line as hereinabove set forth, and as hereinafter listed with reference to the stationing of the grantee's Project No.

EXCEPT, however, from this grant, the right of the grantor to have access across said line at those points where passageways under the roadway and public opening in said access line may be provided for that purpose by the grantee.

This deed and the rights and interests herein conveyed shall be and constitute a perpetual burden upon the real property of grantee adjoining the hereinabove access line across which access will be denied as hereinabove set forth, and shall be binding upon grantor heirs and assigns, including all heirs and assigns of grantor with respect to said adjoining real property.

And the grantor for self heirs, executors and administrators, do covenant, grant, bargain and agree to and with the grantee, and its successors and assigns, the above bargained access rights and interests in the quiet and peaceable possession of the grantee and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the grantor to warrant and forever defend.

Signed, sealed and delivered this 28 day of February A.D. 1957.

W. T. Ward

W. T. WARD

L. A. McCandlish

L. A. McCandlish

57 W. T. Ward and L. A. McCandlish

Dec 9, 1958

Gordon E. Mahoney

Gordon E. Mahoney

33890

Received April 1, 1957 at 12:35 P.M.

BOOK 1624 PAGE 133

Project No. I 002-2 (39)

Office Form 15B

Rev. 1-1-56

Reception No. 33890 Charles Ozier, Recorder

Mountain to Pueblo Co. Line

Parcel No. E 8 B

W. T. WARD AND L. A. McCandlish
El Paso County
Colorado
DEPARTMENT OF HIGHWAYS STATE OF COLORADO

A tract or parcel of land No. E 8 B of Colorado Department of Highways Project No. I 002-2 (39) containing 3.871 acres, more or less, in the S½ of the NE¼ and part of SE¼ of Section 9, Township 17 South, Range 65 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the N. line of the SW¼ of the NE¼ of Section 9, T. 17S., R. 65W., from which point the N. corner of Section 9 bears N. 3° 23' W., a distance of 1354.4 feet;

1. Thence S. 6° 14' 30" W., a distance of 250.9 feet;
2. Thence S. 33° 48' E., a distance of 1118.0 feet;
3. Thence S. 72° 54' E., a distance of 461.0 feet to a point on the westerly R.O.W. line of Parcel No. 8, Project CR 04-0001-21;
4. Thence N. 23° 30' W., a distance of 100.0 feet along the westerly R.O.W. line of Parcel No. 8, Project No. CR 04-0001-21;
5. Thence N. 33° 13' 30" W., a distance of 17.1 feet;
6. Thence N. 80° 53' W., a distance of 293.4 feet;
7. Thence N. 36° 54' W., a distance of 930.3 feet;
8. Thence N. 15° 30' E., a distance of 440.4 feet to a point on the N. line of the SW¼ of the NE¼ of Section 9;
9. Thence along the N. line of the SW¼ of the NE¼, S. 88° 27' 30" W., a distance of 255.6 feet, more or less, to the point of beginning.

The above described parcel contains 3.871 acres, more or less.

Channel Change and maintenance of same

And the grantor do covenant, grant, bargain and agree to and with the grantee, and its successors and assigns, the above bargained access rights and interests in the quiet and peaceable possession of the grantee and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the grantor to warrant and forever defend.

Signed, sealed and delivered this 28 day of February A.D. 1957.

W. T. WARD

L. A. McCandlish

El Paso County

City of El Paso

February 28, 1958

Witness my hand and seal of office

By commission

Gordon E. Mahoney

Gordon E. Mahoney

To sell and convey to the party of the second part, the following real estate to wit:
 Lot number 15 (22) in Block number Three (3) in Second division of Block "B" of
 "X" in the Town of Manitou County of El Paso, and State of Colorado.

It is further agreed that the party of the second part shall pay the said promissory notes
 with the interest thereon punctually according to the terms thereof, and shall pay all taxes that
 shall be thereafter levied or assessed against said premises when due; and upon such pay-
 ments being made the party of the first part will, on surrender of this instrument, execute
 and deliver to the party of the second part, his representatives or assigns, a deed of con-
 veyance of said premises in the usual form adopted by it. That the party of the second
 part is to have possession of said premises under this contract; and in case of default
 in the payment of said promissory notes or any part thereof when the same become
 payable, or of said taxes, the party of the first part shall have the right and option to
 terminate this instrument by giving the party of the second part thirty days written
 notice thereof, by mail, or by handing the same to him, at his address named in
 this contract, and thereupon the party of the first part may resume possession of said
 premises and the party of the second part shall, upon demand in writing and deliver up such
 possession thereof together with all contents and improvements thereon, to the party
 of the first part, which shall have, hold and own the same, and all moneys which
 have been paid under this contract and have been paid, or are payable, on
 said promissory notes at the time of delivering up possession of said premises, as
 agreed, shall be considered and held as a part of said premises for the time of the occupation
 thereof by the party of the second part, and the said promissory notes, as to all payments
 making due thereon subsequent to such delivery of possession to the party of the first
 part shall be considered as paid. This contract shall bind the personal representatives and assigns of the party
 of the second part.

Witness the hands of the party of the first part this day and year first of May
 1891, and the party of the second part this day and year first of May
 1891.
 The Colorado Springs Improvement Company
 by Wm. S. Jackson Vice President
 Robert Price
 Post office address Manitou Color.

State of Colorado.
 Governor of the State of Colorado.
 Patent No. 976.
 To all unto whom the Present shall come greeting:
 Whereas the Colorado Springs Improvement Company of
 the County of El Paso and State of Colorado, in accordance with
 the provisions of an Act of the General Assembly of the State of
 Colorado, approved April 2, A.D. 1887, entitled "An Act to locate
 the Office of the Board of Land Commissioners, to prescribe the Powers
 and Rules of said Board, and providing for the Surveying, Sale and Management of the State
 Lands and Reserving other Acts upon the same Subject," and act amendatory thereto, as

appears from the records of the State Board of Land Commissioners, that such full payment
 of and for the following described real estate, lying and situate in the County of El Paso,
 and State of Colorado, to wit: The West half of the North West quarter of Section
 (16) Township fourteen (14) North of Range sixty six (66) West of the 6th Principal Meridian,
 containing eighty (80) acres, more or less, and described as above, and also the land purchased by
 the said Colorado Springs Improvement Company, for the sum of three thousand
 two hundred (\$3200) Dollars, subject to any created and reserved water rights for mining,
 agricultural, manufacturing, or other purposes, and right to ditches and accretions, used
 in connection with such water rights, as may be recognized and acknowledged by
 the local custom, laws and decisions, or as provided by law.

Now know ye, that the State of Colorado, in consideration of the premises aforesaid,
 conforming with the Act of the General Assembly, in such case provided, have said and granted
 and by these presents does sell and grant unto the said Colorado Springs Improvement
 Company and to its successors and assigns, the said tract above described, to have and
 to hold the same as above specified, together with all the rights, privileges, immunities and
 appurtenances of whatsoever nature thereunto belonging, unto the said Colorado Springs
 Improvement Company and to its successors and assigns forever.

In testimony whereof, I John S. Board, Governor of the State of Colorado, have
 caused these letters to be made Patent, and the Seal of the State Board of Land Commis-
 sioners to be hereunto affixed.

Given under my hand at the City of Denver, the sixteenth day
 of May A.D. 1891.

Witness my hand
 and the Seal of the
 State Board of Land Commissioners.

John S. Board
 Governor

Register of the State Board of Land Commissioners.

Agreement for Right of Way
 W. M. Strickler
 Do
 The Postal Telegraph Cable Company
 Filed for record at 1:10 P.M.
 May 26th 1891
 T. W. Heubert
 Recorder

This Agreement, made and entered into this Twenty-first day of
 May A.D. 1891, between Dr. W. M. Strickler of El Paso County,
 State of Colorado, party of the first part, and The Postal Tele-
 graph Cable Company, party of the second part.
 The party of the first part for the consideration of eighty
 seven Dollars (\$87), receipt of which is hereby acknowledged, does
 hereby grant to the Postal Telegraph Cable Company, its successors
 or assigns the right to construct, operate, maintain and string
 wires and securely brace and guy a line of Telegraph Poles and lines such lines as
 may interfere with the working of their mines along and across Section (16) of
 (15) and Twenty-two (22) in Township fourteen (14) North, Range sixty six (66) West, lands
 belonging to party of the first part in El Paso County, State of Colorado, the poles to be
 erected adjacent to the line of the N. & P. R. R. and Rio Grande R.R. Roads.
 W. M. Strickler party of the second part.
 Postal Telegraph Cable Company party of the first part.
 Geo. J. W. Watterman
 J. S. Board Witness.

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder.

EASEMENT

THIS EASEMENT, granted this 29th day of January, 1999, between
Aldine E. Ward, William T. Ward, III and Timothy T. Ward, Sr.
whose legal address is 2454 Waynoka Road, Colorado Springs, CO 80915-1612
of the _____ County of El Paso, State of Colorado, the Grantor, and
FIVE STAR RANCH, LLC
whose legal address is 18550 Midway Ranch Road, Pueblo, CO 81008-9535
of the _____ County of El Paso, and State of Colorado, the Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of
TEN DOLLARS, AOC _____ dollars,
paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey
to the Grantee an easement for the purposes of (describe easement including the uses, limitations, location and width, etc.)
Normal ranch type maintenance

J. Patrick Kelly El Paso County 099020929
02/09/1999 01:57
Doc \$0.00 Page
Rec \$5.00 1 of 1

over and across the following described parcel of real property situate in the _____ County of
El Paso and State of Colorado to wit:

A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 17 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., THENCE NORTH 00°59'22" EAST ALONG THE WEST SECTION LINE 843.09 FT, THENCE
SOUTH 88°55'45" EAST 1250.0 FT TO THE POINT OF BEGINNING, THENCE SOUTH 00°59'22" WEST 6.0 FT, THENCE SOUTH
88°55'45" EAST 400.0 FT, THENCE NORTH 00°59'22" EAST 6.0 FT, THENCE N88°55'45" WEST 400.0 FT TO THE POINT OF
BEGINNING.

This Easement is for the benefit of and appurtenant to that land, or any part thereof, situate in the
County of El Paso and State of Colorado, and described as:

That property described in Schedule #57000-00-104 of the El Paso County
Treasurer.

This Easement shall expire upon the happening of the following event, or at the time set forth below, whichever is earlier:

Mutual agreement of both parties, their heirs or assigns.

The Grantee agrees to repair and maintain the easement granted herein at the cost and expense of the Grantee, and that said Grantee will
in no way hinder or prevent the proper and reasonable use and enjoyment of the property through which the easement is granted.

Aldine E. Ward
Aldine E. Ward Grantor

William T. Ward, III
William T. Ward, III Grantee

STATE OF COLORADO
COUNTY OF _____
The foregoing instrument was acknowledged before me this 29th day of January, 1999,
by Aldine E. Ward, William T. Ward, III and Timothy T. Ward, Sr.
Witness my hand and official seal
My commission expires 7/10/2001
*If in Denver, insert "City and".
Notary Public
2454 Waynoka Road, Colo. Spgs.
CO 80915-1612

Name and Address of Person Creating Newly Created Easement (See 35-106.5, C.R.S.)

Received at 12:05 P.M. MAR 1 1974
Registration No. 54551 HARRIET BEALS

BOOK 2659 PAGE 15

GRANT OF RIGHT-OF-WAY

This Agreement entered into this 22nd day of February, 1974 between W. T. WARD, TIMOTHY T. WARD, WILLIAM T. WARD III and ALDINE E. WARD, hereinafter referred to as Grantors, and TIMOTHY T. WARD, hereinafter referred to as Grantee, WITNESSETH:

That in consideration of Ten (\$10.00) Dollars and other good and valuable considerations, Grantors hereby grant to Grantee, his heirs and assigns, the following described right-of-way:

A right-of-way for ingress and egress to a certain twenty (20) acre tract of land owned by Grantee, and described as follows: The South 1/2 of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Southwest 1/4, and the North 1/2 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, and the North 1/2 of the South 1/2 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 17 South, Range 65 West of the 6th P.M., and bounded by lands owned by Grantors known as Midway Ranch, and right-of-way being a now existing road, running southwesterly across the Southwest Quarter of Section 15, Township 17 South, Range 65 West of the 6th P. M., from Interstate 25; the foregoing right-of-way being now in existence and now in use and being the only right-of-way in existence falling within the above description.

TO HAVE AND TO HOLD the said easement or right-of-way hereby granted unto the Grantee, his heirs and assigns, as appurtenant to the said land of the Grantee, thereof.

IN WITNESS WHEREOF, THE Grantors have hereunto set their hands and seals this 22nd day of February, 1974.

W.T. WARD
W.T. WARD

TIMOTHY T. WARD
TIMOTHY T. WARD

WILLIAM T. WARD III
WILLIAM T. WARD III

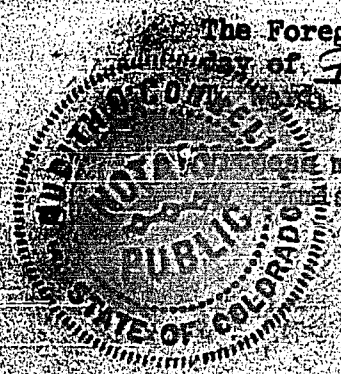
ALDINE E. WARD
ALDINE E. WARD

The foregoing instrument was acknowledged before me this 22nd day of February, 1974, by W. T. Ward, Timothy T. Ward, William T. Ward III, and Aldine E. Ward.

Witness my hand and official seal.

My commission expires 12-20-76

Judith A. Cornell
Notary Public



DEC 29 1972

BOOK 2550 PAGE 165

Filed for record the

day of

A. D. 19

at 10:40 o'clock A.M.

No. 946014

HARRIET BEALS

RECORDER

Warranty Deed

Know all Men by these Presents, That

W. T. WARD

of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to ALDINE E. WARD

of the County of El Paso and State of Colorado, whose mailing address is _____ the following Real Property situate in the County of El Paso and State of Colorado, (Assessor's Schedule Number _____) to-wit:

A tract of land in that portion of Section 15, Township 17 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the SW corner of said Section 15, thence N 00°20'49" East, 1250.770 feet; thence S 88°59'13" East, 2556.761 feet to a point on the Westerly right-of-way line on Interstate Highway 25; which shall be the point of beginning of the tract to be conveyed herein; thence S 20°4'13" E, 400 feet; thence N 88°59'13" West, 550 feet; thence N 00°20'49" East, 400 feet; thence S 88°59'13" East 550 feet more or less to the point of beginning.

Together with all rights-of-way of ingress and egress and rights-of-way for existing pipe lines, utility lines and utility easements.

STATE DOCUMENTARY

DEC 29 1972

FEE \$ None

with all its appurtenances and warrant(s) the title to the same, subject to taxes for the year 1972 and subsequent years, restrictions, reservations, easements and rights-of-way of record.

Signed and delivered this

28th

day of

December19 72

W. T. Ward

STATE OF Colorado
County of El Paso

ss.

The foregoing instrument was acknowledged before me

this

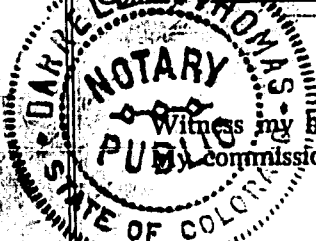
28th

day of

December19 72

by

W. T. Ward



Witness my hand and official seal.

My commission expires

May 27, 1976

Thomas S. Darr
NOTARY PUBLIC

STATE OF _____
County of _____

ss.

The foregoing instrument was acknowledged before me

this

day of _____, 19____,

by _____ as _____

President

and _____ as _____

Secretary of

a corporation.

Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

DEMPUBCO-PL (H) 152
CTG 01R472

*If joint tenancy is not desired,
strike the phrase between the asterisks.



Furnished by
COLORADO TITLE GUARANTY CO.
EL PASO ABSTRACT CO.
121 East Vermijo Ave.
Colorado Springs, Colorado



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 how title to the property is legally held by current owner(s).

No. 4: 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.

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.

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Unified Title Company, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Unified Title Company, 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 **Unified Title Company, 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 **Unified Title Company, 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 **Unified Title Company, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Unified Title Company, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Unified Title Company, 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 **Unified Title Company, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Unified Title Company, 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 **Unified Title Company, 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



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

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

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Unified Title Company, LLC

101 S. Sahwatch, Suite 212
Colorado Springs, CO 80903
Phone: 719-578-5900

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President
Attest: Patricia H. Bauer
Secretary