

Fitzpatrick, Raimere

From: Scott Bennetts <sbennetts@ltgc.com>
Sent: Saturday, May 15, 2021 3:01 PM
To: Fitzpatrick, Raimere
Subject: Fwd: Reference policy
Attachments: adbc81a4-fe37-40bb-a789-88a407c3d80f.pdf

Categories: External

You don't often get email from sbennetts@ltgc.com. [Learn why this is important](#)

Hi Raimere,

As a follow up to our phone conversation yesterday, the U.S. patent isn't an express reservation of minerals; the typical language in any U.S. patent (at least in this part of the country) states that they are conveying the property subject to any existing mineral/water/ditch rights affecting the property, if there happen to be any... Basically they aren't giving any assurances as to those matters. I hope this helps; let me know if you or the City have any questions.

Scott

Scott Bennetts

Title Officer - Commercial Division
Colorado Title License #123411
Land Title Guarantee Company
5975 Greenwood Plaza Blvd
Greenwood Village, CO 80111
Direct: 303-850-4175

www.ltgc.com



----- Forwarded message -----

From: Beth Schantz <bschantz@ltgc.com>
Date: Fri, May 14, 2021 at 8:46 AM
Subject: Fwd: Reference policy
To: Scott Bennetts <sbennetts@ltgc.com>

Beth Schantz

Commercial Title Officer
Colorado Title License #417066
Land Title Guarantee Company
102 S. Tejon Street, Suite 760
Colorado Springs, CO 80903
Phone: 303-850-4162

www.ltgc.com



----- Forwarded message -----

From: **Fitzpatrick, Raimere** <Raimere.Fitzpatrick@kimley-horn.com>

Date: Fri, May 14, 2021 at 8:45 AM

Subject: Reference policy

To: bschantz@ltgc.com <bschantz@ltgc.com>



NEW DOC

Land Title Guarantee Company

Date: September 24, 2010

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
C/O STINAR & ZENDEJAS, LLC
121 E VERMIJO #200
COLORADO SPRINGS, COLORADO 80903
JOHN STINAR/MELANIE MEEKS

Enclosed please find the title insurance policy for your property
located at _____

The following endorsements are included in this policy:

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions
regarding your final title policy, you may contact Title Department

Phone: 719-634-4821 Fax: 719-634-3190

Please refer to our Order No. SC55031147

Should you decide to sell the property described in this policy, or if you are required to purchase a new title
commitment for mortgage purposes, you may be entitled to a credit toward future title insurance premiums.
Land Title Guarantee Company will retain a copy of this policy so we will be able to provide future products
and services to you quickly and efficiently.

Thank you for giving us the opportunity to serve you.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 16 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title; This covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
102 S TEJON #100
COLORADO SPRINGS, CO 80903
719-634-4821

Authorized Signature

Old Republic National Title Insurance Company
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



David Wald

AMERICAN
LAND TITLE
ASSOCIATION



3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as Insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as Insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as Insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title; and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612)371-1111.

Form AO/ORT

Our Order No. SC55031147

Schedule A

Amount \$2,225,000.00

Property Address:

1. Policy Date: September 17, 2010 at 5:00 P.M.

2. Name of Insured:

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described or referred to in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date hereof is vested in:

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

This Policy valid only if Schedule B is attached.

Land Title Guarantee Company
Representing Old Republic National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION**PARCEL A:**

THE NORTH HALF OF LOT 13 AND LOTS 14, 15 AND 17, AKERS ACRES SUBDIVISION NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:**EAST PARCEL:**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5, ASSUMED TO BEAR N 89 DEGREES 53 MINUTES 50 SECONDS E.)

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, SAID CORNER BEING ON THE SOUTHERLY LINE OF CONSTITUTION AVENUE AS DESCRIBED IN "CONSTITUTION AVENUE/PETERSON ROAD RIGHT-OF-WAY", RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF THE RECORDS OF SAID COUNTY (THE FOLLOWING SIX (6) COURSES ARE ALONG SAID SOUTHERLY LINE.);

- 1.) THENCE S 89 DEGREES 54 MINUTES 50 SECONDS E, 107.89 FEET;
- 2.) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 6 DEGREES 04 MINUTES 26 SECONDS, A RADIUS OF 1310.93 FEET, FOR AN ARC DISTANCE OF 138.97 FEET;
- 3.) THENCE S 83 DEGREES 50 MINUTES 24 SECONDS E, 396.82 FEET;
- 4.) THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 1 DEGREES 55 MINUTES 47 SECONDS, A RADIUS OF 1430.93 FEET, FOR AN ARC DISTANCE OF 48.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HANNAH RIDGE DRIVE, AN 80 FOOT RIGHT OF WAY AS SHOWN ON JESSICA HEIGHTS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 206712249 OF THE RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;
- 5.) THENCE CONTINUE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 4 DEGREES 19 MINUTES 59 SECONDS, A RADIUS OF 1430.93 FEET, FOR AN ARC DISTANCE OF 108.22 FEET TO A LINE 60 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5;
- 6.) THENCE N 89 DEGREES 53 MINUTES 50 SECONDS E, 524.11 FEET ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 5;

THENCE S 00 DEGREES 17 MINUTES 12 SECONDS W, 364.14 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 85 OF SAID JESSICA HEIGHTS FILING NO. 1;

AKER'S ACRES SUBDIVISION NO. 1
EL PASO COUNTY, COLORADO

LTG Policy No. LTDH55031147

Our Order No. SC55031147

EXHIBIT "A" LEGAL DESCRIPTION

PARCELA A:

THE NORTH HALF OF LOT 13 AND LOTS 14, 15 AND 17, AKERS ACRES SUBDIVISION NO. 1
COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

KNOW ALL MEN BY THESE PRESENTS:

That Plamann Development Company Inc. a Colorado Corporation, Alfred A. Plamann, President, and Ruth L. Plamann, Secretary, and James C. Myers and William C. Myers, holders of a Deed of Trust, being owners of that portion of the east half of Section 32, Township 3 South, Range 65 West of the and in N. 10, 79 South, East 1/4 of and 66 acres is the Southeastern right of way line of the Chicago, Rock Is. and Chicago, Colorado, and Kansas and Nebraska Railroad as now surveyed and shown in Book 91 of Page 440 and Book 92 of Page 266 and Book 104 of Page 499 all of the records of El Paso County, Colorado. The above described tract containing 171.15 acres more or less.

Subject to the following rights of way and easements of record:

Object to the following rights of way and Easements of Record:
 Book 143 of page 126 (rights of way for ditches and canals)

book 908 at page 88 (rights of way and easements to Colorado Interstate Gas Company)

book 908 at page 91 (Rights of way and easements to Colorado Interstate Gas Company).

Has caused said tract to be surveyed and platted into lots, blocks, streets and easements as shown on the attached plat which plat is drawn to a 1/880 scale and accurately sets forth the boundaries and dimensions of the tracts, blocks and easements of said streets and easements and which tract so platted and shown on said plat is known as **AKER'S ACRES SUBDIVISION NO. 1** El Paso County, Colorado. All streets and easements so platted are hereby dedicated to public use. The undersigned do hereby petition, covenant and agree that any one or more of these owners, grade and gravel all platted streets and they will provide proper drainage for same all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. It shall be the responsibility of the individual property owners to furnish their own water and sanitation to comply with the requirements of the State of Colorado, Dept. of Public Health.

IN WITNESS WHEREOF: The aforementioned Plamann Development Company Inc., Alfred A. Plamann, President and Ruth L. Plamann, Secretary have hereunto set their hands and affixed the corporate seal, on behalf of said Corporation, this 30 day of July, A.D. 1965.

PLAMANN DEVELOPMENT COMPANY INC.

By Alfred A. Plamann
Alfred A. Plamann, President

Attest. Ruth L. Plamann
Ruth L. Plamann, Sec'y of the

STATE OF COLORADO } ss
COUNTY OF EL PASO }

The above and foregoing statement was acknowledged before me this 30 day of July, A.D. 1965 by Alfred A. Plamann, President and Ruth A. Plamann, Secretary of Plamann Petroleum Company Inc.

Witness my hand and official seal

My Commission Expires April 16, 1966

Theresa L. Mulvih
Notary Public

IN WITNESS WHEREOF: The aforementioned Trust Deed Holders, James C. Akers and Mildred M. Akers have hereunto set their hands and seal this _____ day of _____ A.D. 1969.

James C Akers
Mildred M. Akers

STATE OF COLORADO } ss
COUNTY OF EL PASO }

The above and foregoing statement was acknowledged before me this 30 day of July A.D. 1965 by James C. Akers and Mildred M. Akers, holders of a Deed of Trust.

Witness my hand and official seal

My Commission Expires August 8, 1965

Ruth L. Plamann
Notary Public

The accompanying plat is approved as to drainage and related matters.

Thomas Russell
County Engineer

Approved by the El Paso County Planning Commission this 8th day of September, A.D. 1965.

W. Brumine
Chairman

Approved by the El Paso County Planning Engineer this 8th day of September 1969

Arnold B. Craig
El Paso County Planning Engineer

THERE SHALL BE A 10 FOOT UTILITY EASEMENT ON
EITHER SIDE OF ALL SIDE AND REAR LOT LINES

STATE OF COLORADO }
COUNTY OF EL PASO } S.S.

I hereby certify that this plot was filed for record in my office at 1⁵⁰ o'clock P. M. this 9th day of September A.D. 1965 and is duly recorded in plot book H-2 at page 48.

Reception No. 432490
Fee \$ 10.00

Harriet Beals Recorder

By Gladys Browner
Deputy

The undersigned Registered Land Surveyor in the State of Colorado hereby certifies that the attached Plat was surveyed and drawn under his direct supervision and that said plat shows accurately the described tract of land and the subdivision thereof to the best of his knowledge and belief.

L. G. Dale

Registered Land Surveyor No. 2372

EXHIBIT "A" LEGAL DESCRIPTION

THENCE N 89 DEGREES 39 MINUTES 18 SECONDS W, 632.60 FEET ALONG THE NORTHERLY LINES OF SAID LOT 85 AND LOTS 86, 87, 96, 97 AND 98 OF JESSICA HEIGHTS FILING NO. 1 TO THE NORTHWEST CORNER OF SAID LOT 98, SAID CORNER ALSO BEING ON SAID EASTERLY RIGHT OF WAY LINE OF HANNAH RIDGE DRIVE;

THENCE N 00 DEGREES 20 MINUTES 42 SECONDS E, 363.29 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

TOGETHER WITH

WEST PARCEL:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5, ASSUMED TO BEARS N 89 DEGREES 53 MINUTES 50 SECONDS E.)

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, SAID CORNER BEING ON THE SOUTHERLY LINE OF CONSTITUTION AVENUE AS DESCRIBED IN "CONSTITUTION AVENUE / PETERSON ROAD RIGHT-OF-WAY", RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF THE RECORDS OF SAID COUNTY (THE FOLLOWING THREE (3) COURSES ARE ALONG SAID SOUTHERLY LINE.);

- 1.) THENCE S 89 DEGREES 54 MINUTES 50 SECONDS E, 107.89 FEET;
- 2.) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 6 DEGREES 04 MINUTES 26 SECONDS, A RADIUS OF 1310.93 FEET, FOR AN ARC DISTANCE OF 138.97 FEET;
- 3.) THENCE S 83 DEGREES 50 MINUTES 24 SECONDS E, 364.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HANNAH RIDGE DRIVE, AN 80 FOOT RIGHT OF WAY AS SHOWN ON JESSICA HEIGHTS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 206712249 OF THE RECORDS OF SAID COUNTY;

THENCE S 00 DEGREES 20 MINUTES 42 SECONDS W, 370.62 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 26 SAID JESSICA HEIGHTS FILING NO. 1;

THENCE N 89 DEGREES 39 MINUTES 18 SECONDS W, 609.42 FEET ALONG THE NORTHERLY LINES OF SAID LOT 26 AND LOTS 25, 24, 15, 14 AND 13 OF SAID JESSICA HEIGHTS FILING NO. 1 TO THE NORTHWEST CORNER OF SAID LOT 13, SAID CORNER ALSO BEING ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 5;

THENCE N 00 DEGREES 20 MINUTES 42 SECONDS E, 413.81 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Form AO/ORT

Our Order No. SC55031147

Schedule B

This policy does not insure against loss or damage by reason of the following:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land of that may asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2010, NOT YET DUE OR PAYABLE.
7. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.
8. LEASES AND/OR TENANCIES.
9. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE 78 WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.

(AFFECTS PARCEL B)
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 28, 1893 IN BOOK 143 AT PAGE 126.

(AFFECTS PARCEL A)

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Schedule B

11. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS CO. IN INSTRUMENT RECORDED SEPTEMBER 26, 1934, IN BOOK 908 AT PAGE 91.

(AFFECTS PARCEL A)

12. RIGHT OF WAY RESERVED BY CHARLES T. VERVERS AND HELEN C. VERVERS IN WARRANTY DEED RECORDED FEBRUARY 19, 1965 IN BOOK 2058 AT PAGE 257.

(AFFECTS PARCEL B)

13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF AKERS ACRES SUBDIVISION NO. 1.

(AFFECTS PARCEL A)

14. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CHEROKEE WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 13, 1983, IN BOOK 3779 AT PAGES 783 AND 792.

(AFFECTS PARCEL A)

15. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CHEROKEE WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 13, 1983, IN BOOK 3779 AT PAGE 786 AND OCTOBER 10, 1984 IN BOOK 3926 AT PAGE 1264.

(AFFECTS PARCEL B)

16. RIGHT OF WAY EASEMENT AS GRANTED TO FREDERICK D MIENTKA IN INSTRUMENT RECORDED FEBRUARY 04, 1986, IN BOOK 5122 AT PAGE 986.

(AFFECTS LOT 13 OF PARCEL A)

17. RIGHT OF WAY EASEMENT AS GRANTED TO FREDERICK D MIENTKA IN INSTRUMENT

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RECORDED FEBRUARY 04, 1986, IN BOOK 5122 AT PAGE 989.

(AFFECTS LOT 13 OF PARCEL A)

18. RIGHT OF WAY EASEMENT AS GRANTED TO FREDERICK D MIENTKA IN INSTRUMENT RECORDED FEBRUARY 04, 1986, IN BOOK 5122 AT PAGE 995.

(AFFECTS LOT 13 OF PARCEL A)

19. EASEMENT FOR UTILITY PIPELINES, DITCHES, CANALS AND SIMILAR LINES AS RESERVED IN RESOLUTION NO. 86-37, LAND USE-15, REGARDING VACATION OF A PORTION OF JESSICA LANE RECORDED AUGUST 7, 1986 IN BOOK 5214 AT PAGE 1455.

(AFFECTS PARCEL B)

20. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE METEX METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 12, 1986, IN BOOK 5217 AT PAGE 77.

(AFFECTS PARCEL A)

21. THE EFFECT OF RESOLUTION NO. 87-67, LAND USE-26, REGARDING ZONING, RECORDED MAY 11, 1987 IN BOOK 5363 AT PAGE 531.

(AFFECTS PARCEL B)

22. AVIGATION EASEMENT RECORDED MARCH 14, 1989 IN BOOK 5612 AT PAGE 726.

(AFFECTS PARCEL B)

23. THE EFFECT OF RESOLUTION NO. 87-68, LAND USE-27, REGARDING ZONING, RECORDED APRIL 04, 1989 IN BOOK 5618 AT PAGE 1495.

(AFFECTS PARCEL B)

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24. MINERAL RIGHTS AS CONTAINED IN QUITE TITLE DECREE RECORDED MARCH 10, 1994
IN BOOK 6397 AT PAGE 1194.

(AFFECTS PARCEL B)

25. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION,
INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED DECEMBER 08, 1997,
UNDER RECEPTION NO. 97143875.

(AFFECTS PARCEL B)

26. TERMS, CONDITIONS AND PROVISIONS OF ROAD CONSTRUCTION AND COST ALLOCATION
AGREEMENT RECORDED JANUARY 29, 2003 AT RECEPTION NO. 203020456.

(AFFECTS PARCEL B)

27. RIGHT OF WAY EASEMENT AS GRANTED TO CHEROKEE METROPOLITAN DISTRICT IN
INSTRUMENT RECORDED JUNE 02, 2003, UNDER RECEPTION NO. 203120610.

(AFFECTS PARCEL B)

28. THE EFFECT OF RESOLUTION NO. 04-408, REGARDING SKETCH PLAN, RECORDED
NOVEMBER 16, 2004, UNDER RECEPTION NO. 204188862.

(AFFECTS PARCEL A)

29. THE EFFECT OF RESOLUTION NO. 04-388, REGARDING ZONING, RECORDED JANUARY 20,
2005, UNDER RECEPTION NO. 205009702.

(AFFECTS PARCEL B)

30. THE EFFECT OF RESOLUTION NO. 05-85, REGARDING ZONING, RECORDED APRIL 04,
2005, UNDER RECEPTION NO. 205047418.

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(AFFECTS PARCEL A)

31. THE EFFECT OF RESOLUTION NO. 05-87, REGARDING ZONING, RECORDED APRIL 04, 2005, UNDER RECEPTION NO. 205047419.

(AFFECTS PARCEL A)

32. THE EFFECT OF RESOLUTION NO. 05-86, REGARDING ZONING, RECORDED APRIL 06, 2005, UNDER RECEPTION NO. 205048870.

(AFFECTS PARCEL A)

33. THE EFFECT OF RESOLUTION NO. 05-88, REGARDING ZONING, RECORDED APRIL 07, 2005, UNDER RECEPTION NO. 205049824.

(AFFECTS PARCEL A)

34. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED FEBRUARY 09, 2006, UNDER RECEPTION NO. 206021423, AND AS AMENDED IN INSTRUMENT RECORDED MAY 22, 2006, UNDER RECEPTION NO. 206074499, AND AS AMENDED IN INSTRUMENT RECORDED JULY 13, 2007, UNDER RECEPTION NO. 207093771 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 18, 2008 UNDER RECEPTION NO. 208069900 AND AS AMENDED IN INSTRUMENT RECORDED MARCH 24, 2009 UNDER RECEPTION NO. 209029593.

35. THE EFFECT OF RESOLUTION NO. 06-16, REGARDING SKETCH PLAN, RECORDED FEBRUARY 15, 2006, UNDER RECEPTION NO. 206023648.

(AFFECTS PARCEL A)

36. THE EFFECT OF RESOLUTION NO. 06-17, REGARDING ZONING, RECORDED FEBRUARY 28, 2006, UNDER RECEPTION NO. 206029705.

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(AFFECTS PARCEL A)

37. THE EFFECT OF RESOLUTION NO. 06-186, REGARDING PRELIMINARY PLAN, RECORDED AUGUST 10, 2006, UNDER RECEPTION NO. 206118538.

(AFFECTS PARCEL A)

38. TERMS, CONDITIONS AND PROVISIONS OF WATER AND SEWER SERVICE AGREEMENTS RECORDED OCTOBER 20, 2006 AT RECEPTION NO. 206155228 AND DECEMBER 15, 2006 UNDER RECEPTION NO. 206182336.

(AFFECTS PARCEL A)

39. THE EFFECT OF PUD DEVELOPMENT GUIDELINES DEVELOPMENT PLAN, RECORDED DECEMBER 07, 2006, UNDER RECEPTION NOS. 206177832 AND 206177834 AND AUGUST 14, 2008 UNDER RECEPTION NOS. 208091456 AND 208091457.

(AFFECTS PARCEL A)

40. THE EFFECT OF RESOLUTION NO. 06-448, REGARDING PRELIMINARY PLAN, RECORDED APRIL 25, 2007, UNDER RECEPTION NO. 207055683.

(AFFECTS PARCEL A)

41. THE EFFECT OF RESOLUTION NO. 07-119, REGARDING AIRPORT OVERLAY REZONING, RECORDED JULY 18, 2007, UNDER RECEPTION NO. 207095753.

42. THE EFFECT OF RESOLUTION NO. 08-34, REGARDING ZONING, RECORDED MARCH 06, 2008, UNDER RECEPTION NO. 208026502.

(AFFECTS PARCEL A)

43. THE EFFECT OF RESOLUTION NO. 08-35, REGARDING ZONING, RECORDED MARCH 06, 2008, UNDER RECEPTION NO. 208026503.

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(AFFECTS PARCEL A)

44. THE EFFECT OF RESOLUTION NO. 08-32, REGARDING AKETCH PLAN, RECORDED MARCH 11, 2008, UNDER RECEPTION NO. 208028195.

(AFFECTS PARCEL A)

45. THE EFFECT OF RESOLUTION NO. 08-33, REGARDING ZONING, RECORDED MARCH 11, 2008, UNDER RECEPTION NO. 208028196.

(AFFECTS PARCEL A)

46. THE EFFECT OF RESOLUTION NO. 08-36, REGARDING PRELIMINARY PLAN, RECORDED MARCH 11, 2008, UNDER RECEPTION NO. 208028197.

(AFFECTS PARCEL A)

47. THE EFFECT OF FINDINGS AND RULING OF THE REFEREE AND DECREE OF THE WATER COURT, RECORDED DECEMBER 01, 2008, UNDER RECEPTION NO. 208127656.

48. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CONSTITUTION HEIGHTS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 24, 2009, UNDER RECEPTION NO. 209112366.

210091917 09/17/2010 03:17:18
PGS 9 \$51.00 DF \$ 222.50

Electronically Recorded Official Records El Paso County CO
Robert O. "Bob" Balink Clerk and Recorder
TD1000 Y



Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

State Documentary Fee
Date: September 17, 2010
\$ 222.50

THIS DEED, made on September 17, 2010 by SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL A, AND SAND CREEK INVESTMENTS SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL B Grantor(s), of the County of EL PASO and State of COLORADO for the consideration of (\$2,225,000.00) *** Two Million Two Hundred Twenty Five Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907, County of , and State of COLORADO, the following real property in the County of El Paso, and State of Colorado, to wit:

Legal Description Attached and Marked as Exhibit "A"

also known by street and number as: 2690 AKERS DRIVE, COLORADO SPRINGS, CO

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to any and all taxes and assessments and those Exceptions as shown on Exhibit B2 attached hereto and made a part hereof.

SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL A

DANNY MIENKA, MANAGER

SAND CREEK INVESTMENTS SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL B

DANNY MIENKA, MANAGER

State of COLORADO

)
) ss.
)

County of EL PASO

The foregoing instrument was acknowledged before me on this day of September 17, 2010 by DANNY MIENKA AS MANAGER OF SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL A, AND DANNY MIENKA AS MANAGER OF SAND CREEK INVESTMENTS SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL B

Dixie Powers

Notary Public

My commission expires _____

DIXIE POWERS
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 09/11/2014

When Recorded Return to: FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907





210091917 09/17/2010 03:17:18

PGS 4 \$0.00 DF \$ 0

Electronically Recorded Official Records El Paso County CO
Robert C. "Bob" Nelson Clerk and Recorder
TD1000

REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sales price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers
SEE ATTACHED "EXHIBIT A"
2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res
☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other _____
3. Date of Closing: September 17, 2010
Date of Contract if different than date of closing: 09/17/10
4. Total sale price: Including all real and personal property. \$2,225,000.00
5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
☐ Yes ☒ No If yes, approximate value \$ _____ Describe: _____
6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.
☐ Yes ☒ No If yes, value \$ _____
If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No
7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.
☒ Yes ☐ No If no, interest purchased: _____ %
8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
☐ Yes ☒ No
9. Check any of the following that apply to the condition of the improvements at the time of purchase: NA-VACANT LAND
☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage

If the property is financed, please complete the following:

10. Total amount financed: \$0.00
11. Type of financing: (Check all that apply)
☐ New ☐ Assumed ☐ Seller ☐ Third Party ☐ Combination; Explain _____

E-RECORDED



Special Warranty Deed (Pursuant to 38-30-115 C.R.S.)

State Documentary Fee
Date: September 17, 2010
\$ 222.50

THIS DEED, made on September 17, 2010 by SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL A, AND SAND CREEK INVESTMENTS SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL B Grantor(s), of the County of EL PASO and State of COLORADO for the consideration of (\$2,225,000.00) *** Two Million Two Hundred Twenty Five Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907, County of , and State of COLORADO, the following real property in the County of El Paso, and State of Colorado, to wit:

Legal Description Attached and Marked as Exhibit "A"

also known by street and number as: 2690 AKERS DRIVE, COLORADO SPRINGS, CO

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to any and all taxes and assessments and those Exceptions as shown on Exhibit B2 attached hereto and made a part hereof.

SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED
LIABILITY COMPANY, AS TO PARCEL A

DANNY MIENKA, MANAGER

SAND CREEK INVESTMENTS SOUTH LLC, A COLORADO LIMITED
LIABILITY COMPANY, AS TO PARCEL B

DANNY MIENKA, MANAGER

State of COLORADO)

) ss.

County of EL PASO)

The foregoing instrument was acknowledged before me on this day of September 17, 2010
by DANNY MIENKA AS MANAGER OF SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED
LIABILITY COMPANY, AS TO PARCEL A, AND DANNY MIENKA AS MANAGER OF SAND CREEK INVESTMENTS
SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCEL B

Notary Public

My commission expires _____

DIXIE POWERS
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 09/11/2014

When Recorded Return to: FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907



EXHIBIT A

PARCEL A:

THE NORTH HALF OF LOT 13 AND LOTS 13, 14, 15 AND 17, AKERS ACRES SUBDIVISION NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

EAST PARCEL:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5, ASSUMED TO BEAR N 89 DEGREES 53 MINUTES 50 SECONDS E.)

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, SAID CORNER BEING ON THE SOUTHERLY LINE OF CONSTITUTION AVENUE AS DESCRIBED IN "CONSTITUTION AVENUE/PETERSON ROAD RIGHT-OF-WAY", RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF THE RECORDS OF SAID COUNTY (THE FOLLOWING SIX (6) COURSES ARE ALONG SAID SOUTHERLY LINE.);

1.) THENCE S 89 DEGREES 54 MINUTES 50 SECONDS E, 107.89 FEET;

2.) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 6 DEGREES 04 MINUTES 26 SECONDS, A RADIUS OF 1310.93 FEET, FOR AN ARC DISTANCE OF 138.97 FEET;

3.) THENCE S 83 DEGREES 50 MINUTES 24 SECONDS E, 396.82 FEET;

4.) THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 1 DEGREES 55 MINUTES 47 SECONDS, A RADIUS OF 1430.93 FEET, FOR AN ARC DISTANCE OF 48.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HANNAH RIDGE DRIVE, AN 80 FOOT RIGHT OF WAY AS SHOWN ON JESSICA HEIGHTS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 206712249 OF THE RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

5.) THENCE CONTINUE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 4 DEGREES 19 MINUTES 59 SECONDS, A RADIUS OF 1430.93 FEET, FOR AN ARC DISTANCE OF 108.22 FEET TO A LINE 60 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5;

6.) THENCE N 89 DEGREES 53 MINUTES 50 SECONDS E, 524.11 FEET ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 5;

THENCE S 00 DEGREES 17 MINUTES 12 SECONDS W, 364.14 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 85 OF SAID JESSICA HEIGHTS FILING NO. 1;

THENCE N 89 DEGREES 39 MINUTES 18 SECONDS W, 632.60 FEET ALONG THE NORTHERLY LINES OF SAID LOT 85 AND LOTS 86, 87, 96, 97 AND 98 OF JESSICA HEIGHTS FILING NO. 1 TO THE NORTHWEST CORNER OF SAID LOT 98, SAID CORNER ALSO BEING ON SAID EASTERLY RIGHT OF WAY LINE OF HANNAH RIDGE DRIVE;

THENCE N 00 DEGREES 20 MINUTES 42 SECONDS E, 363.29 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

TOGETHER WITH

WEST PARCEL:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5, ASSUMED TO BEAR N 89 DEGREES 53 MINUTES 50 SECONDS E.)

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, SAID CORNER BEING ON THE SOUTHERLY LINE OF CONSTITUTION AVENUE AS DESCRIBED IN "CONSTITUTION AVENUE / PETERSON ROAD RIGHT-OF-WAY", RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF THE RECORDS OF SAID COUNTY (THE FOLLOWING THREE (3) COURSES ARE ALONG SAID SOUTHERLY LINE.);

1.) THENCE S 89 DEGREES 54 MINUTES 50 SECONDS E, 107.89 FEET;

2.) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 6 DEGREES 04 MINUTES 26 SECONDS, A RADIUS OF 1310.93 FEET, FOR AN ARC DISTANCE OF 138.97 FEET;

3.) THENCE S 83 DEGREES 50 MINUTES 24 SECONDS E, 364.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HANNAH RIDGE

DRIVE, AN 80 FOOT RIGHT OF WAY AS SHOWN ON JESSICA HEIGHTS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 206712249 OF THE RECORDS OF SAID COUNTY;
THENCE S 00 DEGREES 20 MINUTES 42 SECONDS W, 370.62 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 26 SAID JESSICA HEIGHTS FILING NO. 1;
THENCE N 89 DEGREES 39 MINUTES 18 SECONDS W, 609.42 FEET ALONG THE NORTHERLY LINES OF SAID LOT 26 AND LOTS 25, 24, 15, 14 AND 13 OF SAID JESSICA HEIGHTS FILING NO. 1 TO THE NORTHWEST CORNER OF SAID LOT 13, SAID CORNER ALSO BEING ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 5;
THENCE N 00 DEGREES 20 MINUTES 42 SECONDS E, 413.81 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXHIBIT B2 EXCEPTIONS

Property Address: 2690 AKERS DRIVE, COLORADO SPRINGS, CO

(A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

LEASES AND/OR TENANCIES.

ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE 78 WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.

(AFFECTS PARCEL B)

RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED March 28, 1893 IN BOOK 143 AT PAGE 126.

(AFFECTS PARCELA)

RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS CO. IN INSTRUMENT RECORDED September 26, 1934, IN BOOK 908 AT PAGE 91.

(AFFECTS PARCELA)

RIGHT OF WAY RESERVED BY CHARLES T. VERVERS AND HELEN C. VERVERS IN WARRANTY DEED RECORDED FEBRUARY 19, 1965 IN BOOK 2058 AT PAGE 257.

(AFFECTS PARCEL B)

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF AKERS ACRES SUBDIVISION NO. 1.

(AFFECTS PARCEL A)

THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CHEROKEE WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED September 13, 1983, IN BOOK 3779 AT PAGES 783 AND 792.

(AFFECTS PARCEL A)

THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CHEROKEE WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED September 13, 1983, IN BOOK 3779 AT PAGE 786 AND OCTOBER 10, 1984 IN BOOK 3926 AT PAGE 1264.

(AFFECTS PARCEL B)

RIGHT OF WAY EASEMENT AS GRANTED TO FREDERICK D MIENTKA IN INSTRUMENT RECORDED February 04, 1986, IN BOOK 5122 AT PAGE 986.

(AFFECTS LOT 13 OF PARCEL A)

RIGHT OF WAY EASEMENT AS GRANTED TO FREDERICK D MIENTKA IN INSTRUMENT RECORDED February 04, 1986, IN BOOK 5122 AT PAGE 989.

(AFFECTS LOT 13 OF PARCEL A)

RIGHT OF WAY EASEMENT AS GRANTED TO FREDERICK D MIENTKA IN INSTRUMENT RECORDED February 04, 1986, IN BOOK 5122 AT PAGE 995.

(AFFECTS LOT 13 OF PARCEL A)

EASEMENT FOR UTILITY PIPELINES, DITCHES, CANALS AND SIMILAR LINES AS RESERVED IN RESOLUTION NO. 86-37, LAND USE-15, REGARDING VACATION OF A PORTION OF JESSICA LANE RECORDED AUGUST 7, 1986 IN BOOK 5214 AT PAGE 1455.

(AFFECTS PARCEL B)

THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE METEX METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED August 12, 1986, IN BOOK 5217 AT PAGE 77.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 87-67, LAND USE-26, REGARDING ZONING,
RECORDED May 11, 1987 IN BOOK 5363 AT PAGE 531.

(AFFECTS PARCEL B)

AVIGATION EASEMENT RECORDED MARCH 14, 1989 IN BOOK 5612 AT PAGE 726.

(AFFECTS PARCEL B)

THE EFFECT OF RESOLUTION NO. 87-68, LAND USE-27, REGARDING ZONING,
RECORDED April 04, 1989 IN BOOK 5618 AT PAGE 1495.

(AFFECTS PARCEL B)

MINERAL RIGHTS AS CONTAINED IN QUITE TITLE DECREE RECORDED MARCH 10,
1994 IN BOOK 6397 AT PAGE 1194.

(AFFECTS PARCEL B)

RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC
ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED
December 08, 1997, UNDER RECEPTION NO. 97143875.

(AFFECTS PARCEL B)

TERMS, CONDITIONS AND PROVISIONS OF ROAD CONSTRUCTION AND COST
ALLOCATION AGREEMENT RECORDED January 29, 2003 AT RECEPTION NO.
203020456.

(AFFECTS PARCEL B)

RIGHT OF WAY EASEMENT AS GRANTED TO CHEROKEE METROPOLITAN DISTRICT IN
INSTRUMENT RECORDED June 02, 2003, UNDER RECEPTION NO. 203120610.

(AFFECTS PARCEL B)

THE EFFECT OF RESOLUTION NO. 04-408, REGARDING SKETCH PLAN, RECORDED
November 16, 2004, UNDER RECEPTION NO. 204188862.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 04-388, REGARDING ZONING, RECORDED
January 20, 2005, UNDER RECEPTION NO. 205009702.

(AFFECTS PARCEL B)

THE EFFECT OF RESOLUTION NO. 05-85, REGARDING ZONING, RECORDED April
04, 2005, UNDER RECEPTION NO. 205047418.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 05-87, REGARDING ZONING, RECORDED April
04, 2005, UNDER RECEPTION NO. 205047419.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 05-86, REGARDING ZONING, RECORDED April
06, 2005, UNDER RECEPTION NO. 205048870.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 05-88, REGARDING ZONING, RECORDED April
07, 2005, UNDER RECEPTION NO. 205049824.

(AFFECTS PARCEL A)

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER
CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED
UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL
STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN,
ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR
FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION
IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED
February 09, 2006, UNDER RECEPTION NO. 206021423, AND AS AMENDED IN
INSTRUMENT RECORDED May 22, 2006, UNDER RECEPTION NO. 206074499, AND
AS AMENDED IN INSTRUMENT RECORDED July 13, 2007, UNDER RECEPTION NO.
207093771 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 18, 2008 UNDER
RECEPTION NO. 208069900 AND AS AMENDED IN INSTRUMENT RECORDED MARCH
24, 2009 UNDER RECEPTION NO. 209029593.

THE EFFECT OF RESOLUTION NO. 06-16, REGARDING SKETCH PLAN, RECORDED
February 15, 2006, UNDER RECEPTION NO. 206023648.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 06-17, REGARDING ZONING, RECORDED
February 28, 2006, UNDER RECEPTION NO. 206029705.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 06-186, REGARDING PRELIMINARY PLAN,
RECORDED August 10, 2006, UNDER RECEPTION NO. 206118538.

(AFFECTS PARCEL A)

TERMS, CONDITIONS AND PROVISIONS OF WATER AND SEWER SERVICE AGREEMENTS
RECORDED October 20, 2006 AT RECEPTION NO. 206155228 AND DECEMBER 15,
2006 UNDER RECEPTION NO. 206182336.

(AFFECTS PARCEL A)

THE EFFECT OF PUD DEVELOPMENT GUIDELINES DEVELOPMENT PLAN, RECORDED
December 07, 2006, UNDER RECEPTION NOS. 206177832 AND 206177834 AND
AUGUST 14, 2008 UNDER RECEPTION NOS. 208091456 AND 208091457.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 06-448, REGARDING PRELIMINARY PLAN,
RECORDED April 25, 2007, UNDER RECEPTION NO. 207055683.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 07-119, REGARDING AIRPORT OVERLAY
REZONING, RECORDED July 18, 2007, UNDER RECEPTION NO. 207095753.

THE EFFECT OF RESOLUTION NO. 08-34, REGARDING ZONING, RECORDED March
06, 2008, UNDER RECEPTION NO. 208026502.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 08-35, REGARDING ZONING, RECORDED March
06, 2008, UNDER RECEPTION NO. 208026503.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 08-32, REGARDING AKETCH PLAN, RECORDED
March 11, 2008, UNDER RECEPTION NO. 208028195.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 08-33, REGARDING ZONING, RECORDED March
11, 2008, UNDER RECEPTION NO. 208028196.

(AFFECTS PARCEL A)

THE EFFECT OF RESOLUTION NO. 08-36, REGARDING PRELIMINARY PLAN,
RECORDED March 11, 2008, UNDER RECEPTION NO. 208028197.

(AFFECTS PARCEL A)

THE EFFECT OF FINDINGS AND RULING OF THE REFEREE AND DECREE OF THE
WATER COURT, RECORDED December 01, 2008, UNDER RECEPTION NO.
208127656.

THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CONSTITUTION
HEIGHTS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED
September 24, 2009, UNDER RECEPTION NO. 209112366.



REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sales price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers

SEE ATTACHED "EXHIBIT A"

2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res
☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other

Date of Closing: September 17, 2010

Date of Contract if different than date of closing: 09/17/10

4. Total sale price: Including all real and personal property. \$2,225,000.00

5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.

☐ Yes ☒ No If yes, approximate value \$ _____ Describe: _____

6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.

☐ Yes ☒ No If yes, value \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

☒ Yes ☐ No If no, interest purchased: _____ %

8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

☐ Yes ☒ No

9. Check any of the following that apply to the condition of the improvements at the time of purchase: NA-VACANT LAND

☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage

If the property is financed, please complete the following:

10. Total amount financed: \$0.00

11. Type of financing: (Check all that apply)

☐ New ☐ Assumed ☐ Seller ☐ Third Party ☐ Combination; Explain _____

12. Terms:

<input type="checkbox"/> Variable; Starting interest rate	%	
<input type="checkbox"/> Fixed; Interest rate	%	
Length of time	years	
Balloon Payment	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, amount _____ Due Date _____

13. Please explain any special terms, seller concessions, or financing and any other information that would help the assessor understand the terms of sale.

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? ☐ Yes ☒ No
If yes, franchise or license fee value? _____

15. Did the purchase price involve an installment land contract? ☐ Yes ☒ No
If yes, date of contract: _____

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?
☒ Yes ☐ No

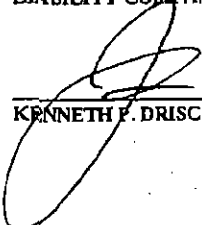
Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed on this day of September 17, 2010

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.

Signature of Grantee (Buyer) ☒ or Grantor (Seller) ☐

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

 Kenneth M. Driscoll
KENNETH P. DRISCOLL, MANAGER *Army in fact*
for Kenneth P. Driscoll

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED

LIABILITY COMPANY

4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907

Phone: _____

Exhibit A

PARCEL A:

THE NORTH HALF OF LOT 13 AND LOTS 14, 15 AND 17, AKERS ACRES SUBDIVISION NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

EAST PARCEL:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5, ASSUMED TO BEAR N 89 DEGREES 53 MINUTES 50 SECONDS E.)

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, SAID CORNER BEING ON THE SOUTHERLY LINE OF CONSTITUTION AVENUE AS DESCRIBED IN "CONSTITUTION AVENUE/PETERSON ROAD RIGHT-OF-WAY", RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF THE RECORDS OF SAID COUNTY (THE FOLLOWING SIX (6) COURSES ARE ALONG SAID SOUTHERLY LINE.);

1.) THENCE S 89 DEGREES 54 MINUTES 50 SECONDS E, 107.89 FEET;

2.) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 6 DEGREES 04 MINUTES 26 SECONDS, A RADIUS OF 1310.93 FEET, FOR AN ARC DISTANCE OF 138.97 FEET;

3.) THENCE S 83 DEGREES 50 MINUTES 24 SECONDS E, 396.82 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 1 DEGREES 55 MINUTES 47 SECONDS, A RADIUS OF 1430.93 FEET, FOR AN ARC DISTANCE OF 48.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HANNAH RIDGE DRIVE, AN 80 FOOT RIGHT OF WAY AS SHOWN ON JESSICA HEIGHTS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 206712249 OF THE RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

5.) THENCE CONTINUE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 4 DEGREES 19 MINUTES 59 SECONDS, A RADIUS OF 1430.93 FEET, FOR AN ARC DISTANCE OF 108.22 FEET TO A LINE 60 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5;

6.) THENCE N 89 DEGREES 53 MINUTES 50 SECONDS E, 524.11 FEET ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 5;

THENCE S 00 DEGREES 17 MINUTES 12 SECONDS W, 364.14 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 85 OF SAID JESSICA HEIGHTS FILING NO. 1;

THENCE N 89 DEGREES 39 MINUTES 18 SECONDS W, 632.60 FEET ALONG THE NORTHERLY LINES OF SAID LOT 85 AND LOTS 86, 87, 86, 97 AND 98 OF JESSICA HEIGHTS FILING NO. 1 TO THE NORTHWEST CORNER OF SAID LOT 98, SAID CORNER ALSO BEING ON SAID EASTERLY RIGHT OF WAY LINE OF HANNAH RIDGE DRIVE;

THENCE N 00 DEGREES 20 MINUTES 42 SECONDS E, 363.29 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

TOGETHER WITH

WEST PARCEL:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M. OF EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5, ASSUMED TO BEAR N 89 DEGREES 53 MINUTES 50 SECONDS E.)

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, SAID CORNER BEING ON THE SOUTHERLY LINE OF CONSTITUTION AVENUE AS DESCRIBED IN "CONSTITUTION AVENUE / PETERSON ROAD RIGHT-OF-WAY", RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF THE RECORDS OF SAID COUNTY (THE FOLLOWING THREE (3) COURSES ARE ALONG SAID SOUTHERLY LINE.);

1.) THENCE S 89 DEGREES 54 MINUTES 50 SECONDS E, 107.89 FEET;

2.) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 6 DEGREES 04 MINUTES 26 SECONDS, A RADIUS OF 1310.93 FEET, FOR AN ARC DISTANCE OF 138.97 FEET;

3.) THENCE S 83 DEGREES 50 MINUTES 24 SECONDS E, 364.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HANNAH

RIDGE DRIVE, AN 80 FOOT RIGHT OF WAY AS SHOWN ON JESSICA HEIGHTS FILING NO. 1 AS RECORDED UNDER
RECEPTION NO. 206712249 OF THE RECORDS OF SAID COUNTY;
THENCE S 00 DEGREES 20 MINUTES 42 SECONDS W, 370.62 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE
NORTHEAST CORNER OF LOT 26 SAID JESSICA HEIGHTS FILING NO. 1;
THENCE N 89 DEGREES 39 MINUTES 18 SECONDS W, 609.42 FEET ALONG THE NORTHERLY LINES OF SAID LOT 26 AND
LOTS 25, 24, 15, 14 AND 13 OF SAID JESSICA HEIGHTS FILING NO. 1 TO THE NORTHWEST CORNER OF SAID LOT 13, SAID
CORNER ALSO BEING ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 5;
THENCE N 00 DEGREES 20 MINUTES 42 SECONDS E, 413.81 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Land Title Guarantee Company

Date: September 24, 2010

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
C/O STINAR & ZENDEJAS LLC
121 E VERMIJO #200
COLORADO SPRINGS, COLORADO 80903
JOHN STINAR/MELANIE MEEKS

Enclosed please find the title insurance policy for your property
located at _____

The following endorsements are included in this policy:

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions
regarding your final title policy, you may contact Title Department

Phone: 719-634-4821 Fax: 719-634-3190

Please refer to our Order No. SC55031148

Should you decide to sell the property described in this policy, or if you are required to purchase a new title
commitment for mortgage purposes, you may be entitled to a credit toward future title insurance premiums.
Land Title Guarantee Company will retain a copy of this policy so we will be able to provide future products
and services to you quickly and efficiently.

Thank you for giving us the opportunity to serve you.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

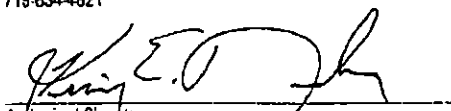
COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to Insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document effecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionIf a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 8 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

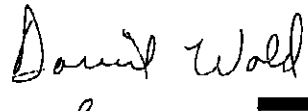
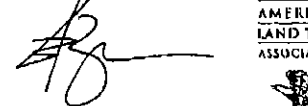
The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
102 S TEJON #100
COLORADO SPRINGS, CO 80903
719-634-4821


Authorized Signature

Old Republic National Title Insurance Company
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
 - (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
 - (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
 - (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
 - (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
- "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Insured brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:
400 Second Avenue South, Minneapolis, Minnesota 55401, (612)371-1111.

Form AO/ORT

Our Order No. SC55031148

Schedule A

Amount \$380,000.00

Property Address:

1. Policy Date: September 17, 2010 at 5:00 P.M.

2. Name of Insured:

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described or referred to in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date hereof is vested in:

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOT 16, AKERS ACRES SUBDIVISION NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

This Policy valid only if Schedule B is attached.

Land Title Guarantee Company
Representing Old Republic National Title Insurance Company

Form AO/ORT

Our Order No. SC55031148

Schedule B

This policy does not insure against loss or damage by reason of the following:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land of that may asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2010, NOT YET DUE OR PAYABLE.
7. LEASES AND/OR TENANCIES.
8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 28, 1893 IN BOOK 143 AT PAGE 126.
9. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS CO. IN INSTRUMENT RECORDED SEPTEMBER 26, 1934, IN BOOK 908 AT PAGE 91.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF AKERS ACRES SUBDIVISION NO. 1.
11. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CHEROKEE WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 13, 1983, IN BOOK 3779 AT PAGES 783 AND 792.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE METEX METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 12, 1986, IN BOOK 5217 AT PAGE 77.

Form AO/ORT

Our Order No. SC55031148

Schedule B

13. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT WITH CHEROKEE METROPOLITAN DISTRICT RECORDED NOVEMBER 19, 1992 IN BOOK 6077 AT PAGE 1493.
14. THE EFFECT OF RESOLUTION NO. 04-408, REGARDING SKETCH PLAN, RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. 204188862.
15. THE EFFECT OF RESOLUTION NO. 05-85, REGARDING ZONING, RECORDED APRIL 04, 2005, UNDER RECEPTION NO. 205047418.
16. THE EFFECT OF RESOLUTION NO. 05-87, REGARDING ZONING, RECORDED APRIL 04, 2005, UNDER RECEPTION NO. 205047419.
17. THE EFFECT OF RESOLUTION NO. 05-86, REGARDING ZONING, RECORDED APRIL 06, 2005, UNDER RECEPTION NO. 205048870.
18. THE EFFECT OF RESOLUTION NO. 05-88, REGARDING ZONING, RECORDED APRIL 07, 2005, UNDER RECEPTION NO. 205049824.
19. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED FEBRUARY 09, 2006, UNDER RECEPTION NO. 206021423, AND AS AMENDED IN INSTRUMENT RECORDED MAY 22, 2006, UNDER RECEPTION NO. 206074499, AND AS AMENDED IN INSTRUMENT RECORDED JULY 13, 2007, UNDER RECEPTION NO. 207093771 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 18, 2008 UNDER RECEPTION NO. 208069900 AND AS AMENDED IN INSTRUMENT RECORDED MARCH 24, 2009 UNDER RECEPTION NO. 209029593.
20. THE EFFECT OF RESOLUTION NO. 06-16, REGARDING SKETCH PLAN, RECORDED FEBRUARY 15, 2006, UNDER RECEPTION NO. 206023648.
21. THE EFFECT OF RESOLUTION NO. 06-17, REGARDING ZONING, RECORDED FEBRUARY 28, 2006, UNDER RECEPTION NO. 206029705.
22. THE EFFECT OF RESOLUTION NO. 06-186, REGARDING PRELIMINARY PLAN, RECORDED

Form AO/ORT

Our Order No. SC55031148

Schedule B

AUGUST 10, 2006, UNDER RECEPTION NO. 206118538.

23. TERMS, CONDITIONS AND PROVISIONS OF WATER AND SEWER SERVICE AGREEMENTS RECORDED OCTOBER 20, 2006 AT RECEPTION NO. 206155228 AND DECEMBER 15, 2006 UNDER RECEPTION NO. 206182336.
24. THE EFFECT OF PUD DEVELOPMENT GUIDELINES DEVELOPMENT PLAN, RECORDED DECEMBER 07, 2006, UNDER RECEPTION NOS. 206177832 AND 206177834 AND AUGUST 14, 2008 UNDER RECEPTION NOS. 208091456 AND 208091457.
25. THE EFFECT OF RESOLUTION NO. 06-448, REGARDING PRELIMINARY PLAN, RECORDED APRIL 25, 2007, UNDER RECEPTION NO. 207055683.
26. THE EFFECT OF RESOLUTION NO. 07-119, REGARDING AIRPORT OVERLAY REZONING, RECORDED JULY 18, 2007, UNDER RECEPTION NO. 207095753.
27. THE EFFECT OF RESOLUTION NO. 08-34, REGARDING ZONING, RECORDED MARCH 06, 2008, UNDER RECEPTION NO. 208026502.
28. THE EFFECT OF RESOLUTION NO. 08-35, REGARDING ZONING, RECORDED MARCH 06, 2008, UNDER RECEPTION NO. 208026503.
29. THE EFFECT OF RESOLUTION NO. 08-32, REGARDING AKETCH PLAN, RECORDED MARCH 11, 2008, UNDER RECEPTION NO. 208028195.
30. THE EFFECT OF RESOLUTION NO. 08-33, REGARDING ZONING, RECORDED MARCH 11, 2008, UNDER RECEPTION NO. 208028196.
31. THE EFFECT OF RESOLUTION NO. 08-36, REGARDING PRELIMINARY PLAN, RECORDED MARCH 11, 2008, UNDER RECEPTION NO. 208028197.
32. THE EFFECT OF FINDINGS AND RULING OF THE REFEREE AND DECREE OF THE WATER COURT, RECORDED DECEMBER 01, 2008, UNDER RECEPTION NO. 208127656.
33. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CONSTITUTION HEIGHTS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 24, 2009, UNDER RECEPTION NO. 209112366.

210091918 09/17/2010 03:17:18
PGS 6 \$31.00 DF \$ 38.00

Electronically Recorded Official Records El Paso County CO
Robert C. "Bob" Salink Clerk and Recorder
TD1002 Y

Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

State Documentary Fee
Date: September 17, 2010
\$ 38.00

THIS DEED, made on September 17, 2010 by SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY Grantor(s), of the County of EL PASO and State of COLORADO for the consideration of (\$380,000.00) *** Three Hundred Eighty Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907, County of , and State of COLORADO, the following real property in the County of El Paso, and State of Colorado, to wit:

Legal Description Attached and Marked as Exhibit "A"

also known by street and number as: 2830 AKERS DRIVE, COLORADO SPRINGS, CO

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to any and all taxes and assessments and those Exceptions shown on Exhibit B2 attached hereto and made a part hereof.

SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY

DANNY MIENKA, MANAGER

State of COLORADO

County of EL PASO

)
) ss.
)

The foregoing instrument was acknowledged before me on this day of September 17, 2010 by DANNY MIENKA AS MANAGER OF SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY

Notary Public

My commission expires

DIXIE POWERS
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 09/11/2014

When Recorded Return to: FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907



REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sales price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law, 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers
LOT 16, AKERS ACRES SUBDIVISION NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.
2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res
☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other _____
3. Date of Closing: **09/17/10**
Date of Contract if different than date of closing: **09/17/10**
4. Total sale price: Including all real and personal property. **\$380,000.00**
5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
☐ Yes ☒ No If yes, approximate value \$ _____ Describe: _____
6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.
☐ Yes ☒ No If yes, value \$ _____
If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No
7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.
☒ Yes ☐ No If no, interest purchased: _____ %
8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
☐ Yes ☒ No
9. Check any of the following that apply to the condition of the improvements at the time of purchase: NA-VACANT LAND
☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage

If the property is financed, please complete the following:

10. Total amount financed: **\$0.00**
11. Type of financing: (Check all that apply)
☐ New ☐ Assumed ☐ Seller ☐ Third Party ☐ Combination; Explain _____

E-RECORDED

Special Warranty Deed (Pursuant to 38-30-115 C.R.S.)

State Documentary Fee
Date: September 17, 2010
\$ 38.00

THIS DEED, made on September 17, 2010 by SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY Grantor(s), of the County of EL PASO and State of COLORADO for the consideration of (\$380,000.00) *** Three Hundred Eighty Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907, County of , and State of COLORADO, the following real property in the County of El Paso, and State of Colorado, to wit:

Legal Description Attached and Marked as Exhibit "A"

also known by street and number as: 2830 AKERS DRIVE, COLORADO SPRINGS, CO

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to any and all taxes and assessments and those Exceptions shown on Exhibit B2 attached hereto and made a part hereof.

SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY

DANNY MIENTKA, MANAGER

State of COLORADO

County of EL PASO

)
) ss.
)

The foregoing instrument was acknowledged before me on this day of September 17, 2010 by DANNY MIENTKA AS MANAGER OF SAND CREEK INVESTMENTS NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY

Notary Public

My commission expires

DIXIE POWERS
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 09/11/2014

When Recorded Return to: FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907

Exhibit "A"

LOT 16, AKERS ACRES SUBDIVISION NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

EXHIBIT B2 EXCEPTIONS

Property Address: 2830 AKERS DRIVE, COLORADO SPRINGS, CO

(A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

LEASES AND/OR TENANCIES.

RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED March 28, 1893 IN BOOK 143 AT PAGE 126.

RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS CO. IN INSTRUMENT RECORDED September 26, 1934, IN BOOK 908 AT PAGE 91.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF AKERS ACRES SUBDIVISION NO. 1.

THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CHEROKEE WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED September 13, 1983, IN BOOK 3779 AT PAGES 783 AND 792.

THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE METEX METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED August 12, 1986, IN BOOK 5217 AT PAGE 77.

TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT WITH CHEROKEE METROPOLITAN DISTRICT RECORDED November 19, 1992 IN BOOK 6077 AT PAGE 1493.

THE EFFECT OF RESOLUTION NO. 04-408, REGARDING SKETCH PLAN, RECORDED November 16, 2004, UNDER RECEPTION NO. 204188862.

THE EFFECT OF RESOLUTION NO. 05-85, REGARDING ZONING, RECORDED April 04, 2005, UNDER RECEPTION NO. 205047418.

THE EFFECT OF RESOLUTION NO. 05-87, REGARDING ZONING, RECORDED April 04, 2005, UNDER RECEPTION NO. 205047419.

THE EFFECT OF RESOLUTION NO. 05-86, REGARDING ZONING, RECORDED April 06, 2005, UNDER RECEPTION NO. 205048870.

THE EFFECT OF RESOLUTION NO. 05-88, REGARDING ZONING, RECORDED April 07, 2005, UNDER RECEPTION NO. 205049824.

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED February 09, 2006, UNDER RECEPTION NO. 206021423, AND AS AMENDED IN INSTRUMENT RECORDED May 22, 2006, UNDER RECEPTION NO. 206074499, AND AS AMENDED IN INSTRUMENT RECORDED July 13, 2007, UNDER RECEPTION NO. 207093771 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 18, 2008 UNDER RECEPTION NO. 208069900 AND AS AMENDED IN INSTRUMENT RECORDED MARCH 24, 2009 UNDER RECEPTION NO. 209029593.

THE EFFECT OF RESOLUTION NO. 06-16, REGARDING SKETCH PLAN, RECORDED February 15, 2006, UNDER RECEPTION NO. 206023648.

THE EFFECT OF RESOLUTION NO. 06-17, REGARDING ZONING, RECORDED February 28, 2006, UNDER RECEPTION NO. 206029705.

THE EFFECT OF RESOLUTION NO. 06-186, REGARDING PRELIMINARY PLAN, RECORDED August 10, 2006, UNDER RECEPTION NO. 206118538.

TERMS, CONDITIONS AND PROVISIONS OF WATER AND SEWER SERVICE AGREEMENTS RECORDED October 20, 2006 AT RECEPTION NO. 206155228 AND DECEMBER 15, 2006 UNDER RECEPTION NO. 206182336.

THE EFFECT OF PUD DEVELOPMENT GUIDELINES DEVELOPMENT PLAN, RECORDED December 07, 2006, UNDER RECEPTION NOS. 206177832 AND 206177834 AND AUGUST 14, 2008 UNDER RECEPTION NOS. 208091456 AND 208091457.

THE EFFECT OF RESOLUTION NO. 06-448, REGARDING PRELIMINARY PLAN, RECORDED April 25, 2007, UNDER RECEPTION NO. 207055683.

THE EFFECT OF RESOLUTION NO. 07-119, REGARDING AIRPORT OVERLAY REZONING, RECORDED July 18, 2007, UNDER RECEPTION NO. 207095753.

THE EFFECT OF RESOLUTION NO. 08-34, REGARDING ZONING, RECORDED March 06, 2008, UNDER RECEPTION NO. 208026502.

THE EFFECT OF RESOLUTION NO. 08-35, REGARDING ZONING, RECORDED March 06, 2008, UNDER RECEPTION NO. 208026503.

THE EFFECT OF RESOLUTION NO. 08-32, REGARDING AKETCH PLAN, RECORDED March 11, 2008, UNDER RECEPTION NO. 208028195.

THE EFFECT OF RESOLUTION NO. 08-33, REGARDING ZONING, RECORDED March 11, 2008, UNDER RECEPTION NO. 208028196.

THE EFFECT OF RESOLUTION NO. 08-36, REGARDING PRELIMINARY PLAN, RECORDED March 11, 2008, UNDER RECEPTION NO. 208028197.

THE EFFECT OF FINDINGS AND RULING OF THE REFEREE AND DECREE OF THE WATER COURT, RECORDED December 01, 2008, UNDER RECEPTION NO. 208127656.

THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CONSTITUTION HEIGHTS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED September 24, 2009, UNDER RECEPTION NO. 209112366.

REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sales price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers
LOT 16, AKERS ACRES SUBDIVISION NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.
 2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res
☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other _____
 3. Date of Closing: 09/17/10
Date of Contract if different than date of closing: 09/17/10
 4. Total sale price: Including all real and personal property. \$380,000.00
 5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
☐ Yes ☒ No If yes, approximate value \$ _____ Describe: _____
 6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.
☐ Yes ☒ No If yes, value \$ _____
If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No
 7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.
☒ Yes ☐ No If no, interest purchased: _____ %
 8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
☐ Yes ☒ No
 9. Check any of the following that apply to the condition of the improvements at the time of purchase: NA-VACANT LAND
☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage
- If the property is financed, please complete the following:
10. Total amount financed: \$0.00
 11. Type of financing: (Check all that apply)
☐ New ☐ Assumed ☐ Seller ☐ Third Party ☐ Combination; Explain _____

12. Terms:

<input type="checkbox"/> Variable; Starting interest rate	%
<input type="checkbox"/> Fixed; Interest rate	%
Length of time	years
Balloon Payment	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, amount _____ Due Date _____

13. Please explain any special terms, seller concessions, or financing and any other information that would help the assessor understand the terms of sale.

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? ☐ Yes ☒ No
If yes, franchise or license fee value? _____

15. Did the purchase price involve an installment land contract? ☐ Yes ☒ No
If yes, date of contract: _____

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?
☒ Yes ☐ No


Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed on this day of 09/17/10

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.

Signature of Grantee (Buyer) ☒ or Grantor (Seller) ☐

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED
LIABILITY COMPANY

 JOHN M. DRISCOLL
KENNETH P. DRISCOLL, MANAGER for Kenneth P. Driscoll

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

FEATHERGRASS INVESTMENTS, LLC, A COLORADO LIMITED
LIABILITY COMPANY

4715 NORTH CHESTNUT STREET COLORADO SPRINGS, CO 80907

Phone: _____