

Endorsement

Attached to Policy No. OX55074893.1106626

Our Order No. 55074893

Issued By Old Republic National Title Insurance Company

The effective Date of Policy is hereby changed from FEBRUARY 27, 2019 at 5:00 P.M. to
SEPTEMBER 11, 2020 at 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE

Dated: SEPTEMBER 17, 2020

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By:





LAND TITLE GUARANTEE COMPANY

Date: March 22, 2019

Subject: Attached Title Policy GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE for VACANT LAND, ELBERT, CO 80833

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company

Old Republic National Title Insurance Company

Schedule A

Order Number: SR55074893

Policy No.: OX55074893.1106626

Amount of Insurance: \$110,000.00

Property Address:

VACANT LAND, ELBERT, CO 80833

1. Policy Date:

February 27, 2019 at 5:00 P.M.

2. Name of Insured:

GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE

3. The estate or interest in the Land described 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 is vested in:

GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE

5. The Land referred to in this Policy is described as follows:

A TRACT OF LAND LOCATED IN SECTION 8, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 60 OF THE TRAILS FILING NO. 1 AS PLATTED IN PLAT BOOK Y-3 AT PAGE 13 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 158.00 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HALLELUIAH TRAIL; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HALLELUIAH TRAIL, A DISTANCE OF 1089.99 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HALLELUIAH TRAIL, A DISTANCE OF 529.96 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 595.00 FEET; THENCE NORTH 70 DEGREES 21 MINUTES 10 SECONDS WEST A DISTANCE OF 561.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 411.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

(BEARINGS ARE BASED ON THE SOUTHWESTERLY LINE OF LOTS 4, 5 & 6, A REPLAT OF LOTS 42 THROUGH 48 INCLUSIVE IN LATIGO COUNTRY ESTATES FILING NO. II, AS PLATTED IN PLAT BOOK G-3 AT PAGE 1 OF THE RECORDS OF EL PASO COUNTY, COLORADO, WHICH IS ASSUMED TO BEAR NORTH 21 DEGREES 08 MINUTES 47 SECONDS WEST FROM AN ANGLE POINT ON THE WEST SIDE OF SAID LOT 6 (#5 REBAR, NO CAP) TO THE WESTERLY NORTHWEST CORNER OF SAID LOT 4 (#5 REBAR, NO CAP))

Old Republic National Title Insurance Company

Schedule A

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**AMERICAN
LAND TITLE
ASSOCIATION**



Old Republic National Title Insurance Company

(Schedule B)

Order Number: SR55074893

Policy No.: OX55074893.1106626

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 or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **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 and 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.**

These easements must be shown and referenced on plat drawing.

6. 2019 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. **RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED JUNE 01, 1954 IN BOOK 1432 AT PAGE 385.**

8. THE EFFECT OF GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., RECORDED FEBRUARY 06, 1969, IN BOOK 2276 AT PAGE 75.

9. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED DECEMBER 27, 1976, IN BOOK 2884 AT PAGE 213.

10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY ORDER AND DECREE CREATING DISTRICT RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE 670 AND FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 587. NOTICE OF ORGANIZATION RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE 675 AND FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 582.

11. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED JUNE 01, 1988, IN BOOK 5526 AT PAGE 516.

12. **RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED SEPTEMBER 04, 1992 IN BOOK 6036 AT PAGE 621.**

13. **CONVEYANCE OF MINERAL RIGHTS AS CONTAINED IN EXECUTOR'S DEED RECORDED AUGUST 12, 1996 UNDER RECEPTION NO. 96102002.**

14. 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 DECEMBER 27, 2000, UNDER RECEPTION NO. 200155099, AMENDED BY INSTRUMENT RECORDED JANUARY 25, 2001 UNDER RECEPTION NO. 201008686.

15. THE EFFECT OF RESOLUTION NO. 01-16, RECORDED MARCH 21, 2001, UNDER RECEPTION NO. 201034003. CERTIFICATION IN CONNECTION THEREWITH RECORDED APRIL 9, 2007 UNDER RECEPTION NO. 207047741.

Old Republic National Title Insurance Company

(Schedule B)

This easement must be shown
and referenced on plat.

Order Number: SR55074893

Policy No.: OX55074893.1106626

16. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED SEPTEMBER 25, 2001, UNDER RECEPTION NO. 201139055.

17. TERMS, CONDITIONS AND PROVISIONS OF WATER SERVICE AGREEMENT RECORDED DECEMBER 05, 2008 AT RECEPTION NO. 208129082. MEMORANDUM OF WATER SERVICE AGREEMENT RECORDED DECEMBER 5, 2008 UNDER RECEPTION NO. 208129084.

ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

KNOW ALL MEN BY THESE PRESENTS, That Jerry S. Smith — Latigo Ranch

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged, by the Grantor, hereby grants unto the Grantee, his successors and assigns, and warrants title thereto, the utmost and right of way to construct, maintain, change, remove, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary poles and wood pole towers, poles, wires, guy wires and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, mechanical, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, and along a strip of land County El Paso State Colorado, and which, owned by the Grantor, situate in the County of El Paso, and State of Colorado,

and strip of land being SECTION 6 TOWNSHIP 12 RANGE 64 WEST
 a center line running through the center of the existing pole, and line belonging to Mountain View Electric Association, Inc., and presently located:

SECTION 6 TOWNSHIP 12 RANGE 64 WEST

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

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

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

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

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

WITNESSES the hand and seal of the Grantor this 27th day of November, A.D. 1970

Jerry S. Smith
 GRANTOR
 GRANTOR
 GRANTOR



Witnessed before me this 22nd day of October, 1970 at Latigo Ranch
Harriet Beal — Notary Public

My commission expires June 16, 1970
 WITNESS my hand and official seal
Harriet Beal
 Notary Public

Register: Dick Tomsett C. E. District No. 2

Record an

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BOOK 5526 PAGE 516

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

GRANT OF RIGHT OF WAY

Kevin C. Smith for The Trails LTD

3

of the County of El Paso State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Drawer "M", Limon, Colorado 80822, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and to install thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood poles towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land Twenty feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

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

in 2E Section 8 Township 12 South Range 64 West.

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

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

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

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


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

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

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

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

DATED: 2-22 1988

 (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO)
COUNTY OF El Paso) ss.
I, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 22nd day of February 1988 by Kevin C. Smith for The Trails LTD



Account No. _____
Work Order No. 88 107
Acord

Sharon J Moon
Notary Public
11140 E. Woodmen Road
Notary's Home or Business Address
Peyton, CO 80831

01720018

88 JUL -1 AM 11:55

BOOK 5526 PAGE 516

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

GRANT OF RIGHT OF WAY

Kevin C. Smith for The Trails LTD

3

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

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

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

In pt Section 8 Township 12 South, Range 64 West,

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

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

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

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

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

Title Commitment (Current within 30 days of submittal)_v1.pdf Markup Summary

Cloud+ (3)



Subject: Cloud+
Page Label: 5
Author: John Green
Date: 12/17/2020 8:01:50 AM
Status:
Color: ■
Layer:
Space:

These easements must be shown and referenced on plat drawing.



Subject: Cloud+
Page Label: 6
Author: John Green
Date: 12/17/2020 8:02:47 AM
Status:
Color: ■
Layer:
Space:

This easement must be shown and referenced on plat.



Subject: Cloud+
Page Label: 5
Author: John Green
Date: 12/17/2020 8:02:59 AM
Status:
Color: ■
Layer:
Space: