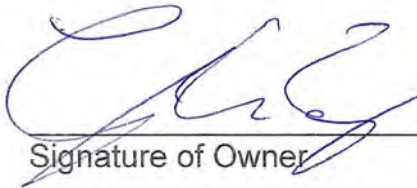
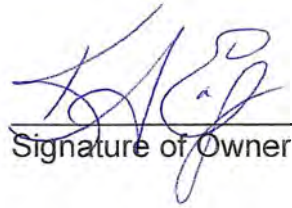


Title Commitment

The title commitment received from Land Title on 26 Jan 2022 included several hyperlinked attachments. Each attachment has been included in this PDF file.

 26 Jan 2022
Signature of Owner Date

 26 Jan 2022
Signature of Owner Date



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SR55102999**

Date: **01/26/2022**

Property Address: **VACANT LOTS ON SADDLE BLANKET LANE, PEYTON, CO 80831**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Land Title El Paso County Title Team
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)
csresponse@ltgc.com

Buyer/Borrower

A BUYER TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SR55102999** Date: **01/26/2022**
Property Address: **VACANT LOTS ON SADDLE BLANKET LANE, PEYTON, CO**
80831
Parties: **A BUYER TO BE DETERMINED**
CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	\$271.00
Additional Chain X2	\$300.00
	Total \$571.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 10/26/2020 under reception no. 220171102](#)

[El Paso county recorded 09/08/2009 under reception no. 209105841](#)

[El Paso county recorded 02/12/2003 under reception no. 203031955](#)

[El Paso county recorded 08/21/1997 under reception no. 097097138](#)

Plat Map(s):

[El Paso county recorded 08/30/1979 under reception no. 592665 at book J3 page 67](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: SR55102999

Property Address:

VACANT LOTS ON SADDLE BLANKET LANE, PEYTON, CO 80831

1. Effective Date:

01/20/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN

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

PARCEL A:

LOT 165, PEYTON PINES FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

LOT 166, PEYTON PINES FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C:

LOT 167, PEYTON PINES FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

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ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: SR55102999

All of the following Requirements must be met:

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

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

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

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

1. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT LOCATION CERTIFICATE OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY TO DELETE STANDARD EXCEPTIONS 1 THROUGH 3. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID IMPROVEMENT LOCATION CERTIFICATE WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT LOCATION CERTIFICATE.

2. WARRANTY DEED FROM CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55102999

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
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.
8. RESERVATION OF ONE UNDIVIDED SEVEN-FORTY-EIGHTHS (7/48) INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERAL RIGHTS AS SET OUT IN DEED RECORDED AUGUST 24, 1953 IN BOOK 1395 AT PAGE [336](#).
9. RESERVATION OF ONE UNDIVIDED FIVE-FORTY-EIGHTHS (5/48) INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERAL RIGHTS AS SET OUT IN DEED RECORDED AUGUST 24, 1953 IN BOOK 1395 AT PAGE [337](#).
10. RESERVATION OF AN UNDIVIDED ONE-QUARTER MINERAL INTEREST AS SET OUT IN DEED RECORDED JULY 6, 1976 IN BOOK 2352 AT PAGE [458](#).

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55102999

11. 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 AUGUST 30, 1979, IN BOOK 3221 AT PAGE [565](#) AND AS AMENDED IN INSTRUMENT RECORDED JULY 02, 1981, IN BOOK 3451 AT PAGE [638](#), AND AS AMENDED BY INSTRUMENT RECORDED NOVEMBER 10, 1997 UNDER RECEPTION NO. [097132023](#) AND AS AMENDED BY INSTRUMENT RECORDED MAY 27, 2008 UNDER RECEPTION NO. [208059911](#).
12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PEYTON PINES FILING NO. 3 RECORDED AUGUST 30, 1979 UNDER RECEPTION NO. [592665](#).
13. GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, OVER, UPON, UNDER AND ALONG A STRIP OF LAND TWENTY (20) FEET IN WIDTH AS SHOWN IN INSTRUMENT RECORDED DECEMBER 8, 1980 IN BOOK 3382 AT PAGE [937](#).
14. CONVEYANCE OF AN INTEREST IN ALL OIL, GAS AND OTHER MINERALS AND MINERAL INTERESTS BY QUITCLAIM DEED RECORDED OCTOBER 29, 2010 UNDER RECEPTION NO. [210109321](#).
15. OIL AND GAS LEASE RECORDED DECEMBER 1, 2010 UNDER RECEPTION NO. [210122382](#).



Commitment For Title Insurance

Issued by Land Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Land Title Insurance Corporation, A Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 not easement in abutting streets, roads, avenues, 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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
 Land Title Guarantee Company
 3033 East First Avenue Suite 600
 Denver, Colorado 80206
 (303)321-1880

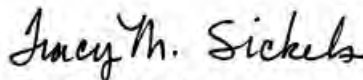
Land Title Insurance Corporation
 P.O.Box 5645
 Denver, Colorado 80217
 (303)331-6296



Craig B. Rants, Senior Vice President



John E. Freyer, Jr., President



Tracy M. Sickels, Secretary



AMERICAN
 LAND TITLE
 ASSOCIATION



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PROPERTY ADDRESS: **VACANT LOTS ON SADDLE BLANKET LANE, PEYTON, CO 80831**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

Provider	Type of settlement service provided	Range of charges
Land Title Insurance Corporation	Owner's policy of title insurance	Rates are based on the amount of insurance coverage and other factors. Rates range from \$815 to \$2,737. Credits may be available.
Land Title Insurance Corporation	Loan policy of title insurance	Rates are based on the amount of insurance coverage and range from \$350 to \$550.

ACKNOWLEDGMENT

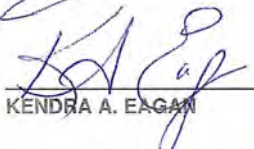
I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)

 26 Jan 2022
CHRISTOPHER A. EAGAN

Buyer(s)


A BUYER TO BE DETERMINED

 26 Jan 2022
KENDRA A. EAGAN



State Documentary Fee
Date: October 26, 2020
\$16.50

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **HERMA L. MILNER TRUST**, whose street address is **VACANT LAND, PEYTON, CO 80831**, City or Town of **PEYTON**, County of **El Paso** and State of **Colorado**, for the consideration of **(\$165,000.00) ***One Hundred Sixty Five Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN**, as Joint Tenants whose street address is **VACANT LAND, PEYTON, CO 80831**, City or Town of **PEYTON**, County of **El Paso** and State of **Colorado**, the following real property in the County of **El Paso** and State of **Colorado**, to wit:

LOT 167 IN PEYTON PINES FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

also known by street and number as: **VACANT LAND, PEYTON, CO 80831**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **October 26, 2020**.

HERMA L. MILNER TRUST

Herma L. Milner Trustee
HERMA L. MILNER, TRUSTEE

Eldon S. Milner Trustee
ELDON S. MILNER, TRUSTEE

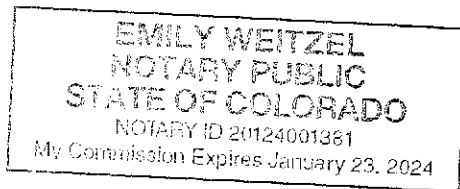
State of **Colorado**)
)ss.
County of **EL PASO**)

The foregoing instrument was acknowledged before me on this day of **October 26th, 2020** by **HERMA L. MILNER AND ELDON S. MILNER, TRUSTEES OF THE HERMA L. MILNER TRUST**

Witness my hand and official seal

My Commission expires: 1/23/24

Emily Weitzel
Notary Public



When recorded return to: **CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN**
VACANT LAND, PEYTON, CO 80831 13855 Tewkesbury Ct.
Colorado Springs, CO 80908





Filed for record the _____ day of _____, A.D. _____, at _____ o'clock _____ M. _____ RECORDER
Reception No. _____ By _____ DEPUTY.

WARRANTY DEED

THIS DEED, Made on this day of February 03, 2003
between RICHARD M. SEWARD AND BRENDA S. SEWARD

of the SAID County of EL PASO and State of Colorado, of the Grantor(s), and
CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN

[Handwritten signatures and initials]

whose legal address is: SADDLE BLANKET LANE, PEYTON, CO 80831
of the SAID County of EL PASO and State of Colorado, of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$100,000.00)
*** One Hundred Thousand and 00/100 *** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the SAID County of EL PASO and State of Colorado, described as follows:
TRACT 166, PEYTON PINES FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

LF \$10.00

also known as street number SADDLE BLANKET LANE, PEYTON, CO 80831

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, SUBJECT TO GENERAL TAXES FOR THE YEAR 2003; AND EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, IF ANY; AND DISTRIBUTION UTILITY EASEMENTS, AND MATTERS NOT SHOWN BY THE PUBLIC RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT; AND THE BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY.

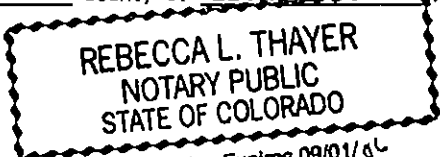
The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural,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

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

[Signature of Richard M. Seward]
RICHARD M. SEWARD

[Signature of Brenda S. Seward]
BRENDA S. SEWARD

STATE OF Colorado)
SAID County of EL PASO) ss.



My Commission Expires 09/01/06

The foregoing instrument was acknowledged before me on this day of February 03, 2003
by RICHARD M. SEWARD AND BRENDA S. SEWARD

My commission expires 9/1/06
Witness my hand and official seal.

[Handwritten signature of Notary Public]
Notary Public

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.)

Escrow# FCSP153890
Title# SR153890

When Recorded Return to: CHRISTOPHER A. EAGAN AND KENDRA A. EAGAN

SADDLE BLANKET LANE
PEYTON, CO 80831



97097138

97 AUG 21 AM 9:06

WARRANTY DEED

J. PATRICK KELLY
EL PASO COUNTY CLERK & RECORDER, CO

STATE DOCUMENTARY

AUG 21 1997

FEE 4.49

JF 4.49

THIS DEED, Made this day of August 15, 1997, between

DENNIS J. MCMAHAN AND JOAN MCMAHAN

of the County of Fairfax and State of VIRGINIA, grantor, and

HERMA L. MILNER TRUST, ELDON S. MILNER AND HERMA L. MILNER, TRUSTEES

whose address is 1534 E. ARROWHEAD RD. HIGHLANDS RANCH, CO 80126-2128 of the County of DOUGLAS and State of COLORADO, grantee:

5-1

WITNESSETH, that the grantor, for and in consideration of the sum of Forty Four Thousand, Nine Hundred and 00/100 (\$44,900) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, THEIR heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of EL PASO and State of COLORADO, described as follows:

TRACT 167 IN PEYTON PINES FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

also known as street and number 0 SADDLE BLANKET PEYTON, CO 80831

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantees, THEIR heirs and assigns forever. And the said grantor, for himself, THEIR heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, THEIR heirs and assigns, that at the time of the sealing and delivery of these presents, is well seized of the premises above conveyed, has good, sole, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

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

In WITNESS WHEREOF, the grantor has executed this deed on the date set forth hereon.

DENNIS J. MCMAHAN

JOAN MCMAHAN

STATE OF VIRGINIA

185.

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this day of August 15, 1997 by

DENNIS J. MCMAHAN AND JOAN MCMAHAN

My Commission expires August 31, 2001

Witness my hand and official seal



25x11

32x11

PEYTON PINES

FILING NO. 3

5246
67

A SUBDIVISION OF A PORTION OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 63 WEST, AND A PORTION OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT PEYTON PINES, LTD., A COLORADO PARTNERSHIP, AMBROSE DEVELOPMENT COMPANY, MANAGING GENERAL PARTNER, BEING THE OWNER OF A TRACT OF LAND BEING A PART OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 63 WEST AND SECTION 13, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S88°29'16"E AND ALONG THE NORTH LINE OF SAID SECTION 18 A DISTANCE OF 3972.31 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 18; THENCE S00°10'59"W AND ALONG SAID EAST LINE OF THE SAID WEST ONE-HALF A DISTANCE OF 2357.48 FEET TO THE NORTHEAST CORNER OF PEYTON PINES, FILING NO. 2-B; THENCE WESTERLY AND SOUTHERLY AND ALONG THE BOUNDARY OF SAID PEYTON PINES, FILING NO. 2-B, THE FOLLOWING 22 COURSES:

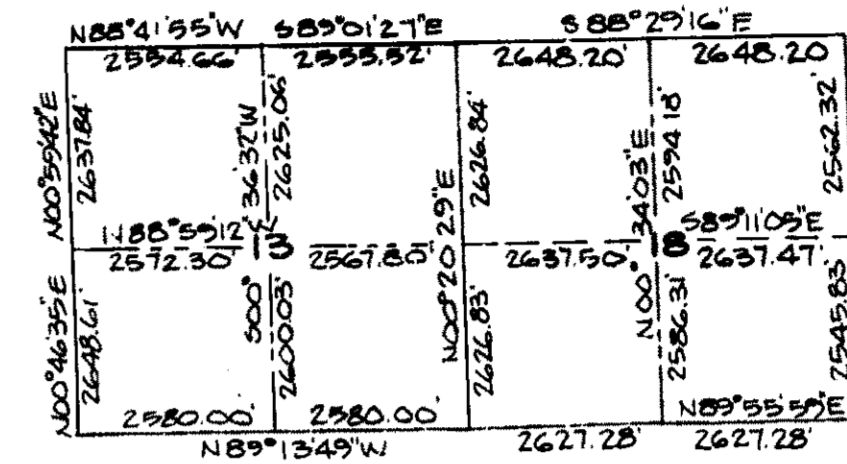
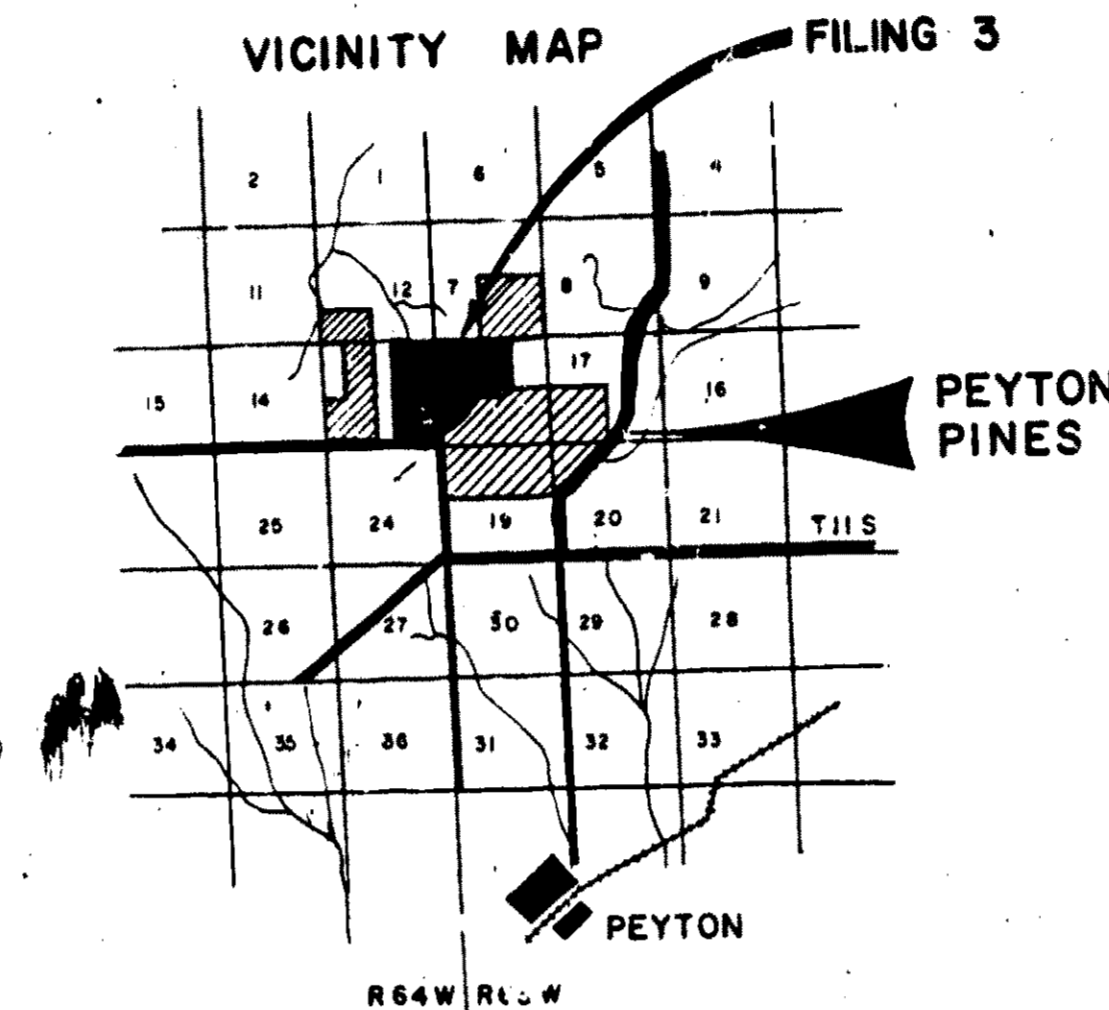
- 1) N89°19'01"W A DISTANCE OF 966.86 FEET.
- 2) N75°14'38"W A DISTANCE OF 255.60 FEET.
- 3) S31°00'11"W A DISTANCE OF 107.00 FEET TO A POINT OF CURVE.
- 4) ALONG THE ARC OF A CURVE LEFT HAVING A DELTA OF 09°23'42", A RADIUS OF 378.49 FEET, A DISTANCE OF 94.86 FEET TO A POINT OF TANGENT.
- 5) S21°36'29"W A DISTANCE OF 372.39 FEET.
- 6) ALONG THE ARC OF A CURVE LEFT WHOSE CENTER BEARS S27°40'49"W, HAVING A DELTA OF 45°16'44", A RADIUS OF 283.60 FEET, A DISTANCE OF 224.12 FEET TO A POINT OF TANGENT.
- 7) S72°24'05"W A DISTANCE OF 587.35 FEET TO A POINT OF CURVE.
- 8) ALONG THE ARC OF A CURVE RIGHT HAVING A DELTA OF 57°40'32", A RADIUS OF 333.23 FEET, A DISTANCE OF 335.44 FEET TO A POINT OF TANGENT.
- 9) N49°55'23"W A DISTANCE OF 350.00 FEET.
- 10) S40°04'37"W A DISTANCE OF 570.61 FEET.
- 11) N49°55'23"W A DISTANCE OF 427.30 FEET.
- 12) S40°04'37"W A DISTANCE OF 115.05 FEET.
- 13) N58°58'48"W A DISTANCE OF 260.19 FEET.
- 14) S02°12'09"W A DISTANCE OF 454.53 FEET.
- 15) S39°38'29"W A DISTANCE OF 440.45 FEET.
- 16) S02°36'09"W A DISTANCE OF 344.82 FEET.
- 17) S29°32'20"E A DISTANCE OF 602.08 FEET.
- 18) S7°53'37"E A DISTANCE OF 134.16 FEET.
- 19) S26°33'54"E A DISTANCE OF 215.87 FEET.
- 20) S13°23'33"W A DISTANCE OF 195.51 FEET.
- 21) S46°15'43"W A DISTANCE OF 611.52 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF BRADSHAW ROAD AND THE NORTH RIGHT-OF-WAY LINE OF HOPPER ROAD.
- 22) THENCE N89°17'21"W AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HOPPER ROAD A DISTANCE OF 1328.92 FEET TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE N00°28'31"E AND ALONG SAID WEST LINE A DISTANCE OF 2593.28 FEET; THENCE N00°28'30"E AND ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13 A DISTANCE OF 2625.94 FEET TO THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE S89°01'27"E AND ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE-QUARTER A DISTANCE OF 1277.76 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 411.798 ACRES.

HAVE SUBDIVIDED AND PLATTED THE ABOVE DESCRIBED LAND INTO LOTS, TRACTS, STREETS, EASEMENTS AND PUBLIC WAYS UNDER THE NAME AND STYLE OF PEYTON PINES FILING NO. 3 AND DO BY THESE PRESENTS DEDICATE TO THE COUNTY OF EL PASO FOR PUBLIC USE ALL ROADS AS SHOWN.

EASEMENTS ARE 10 FEET ON BOTH SIDES OF THE SIDE LOT LINES, 10 FEET ALONG THE FRONT LOT LINES AND 20 FEET ALONG THE REAR LOT LINES ARE RESERVED AND/OR DEDICATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES. TRACT 'A' TO BE DEDICATED TO EL PASO COUNTY.

IN WITNESS WHEREOF, H. LEE AMBROSE, AS VICE PRESIDENT AND JULIA B. STAPP, AS ASSISTANT SECRETARY OF PEYTON PINES, LTD., BEING THE OWNERS, THE FEDERAL LAND BANK ASSOCIATION, AS HOLDER OF A FIRST DEED OF TRUST, DON E. METTLER, AS HOLDER OF A SECOND DEED OF TRUST HAVE CAUSED THESE PRESENTS TO BE EXECUTED AND ATTESTED THIS 26th DAY OF June A.D., 1979.

VICINITY MAP FILING 3



SECTION BREAKDOWN

GENERAL NOTES

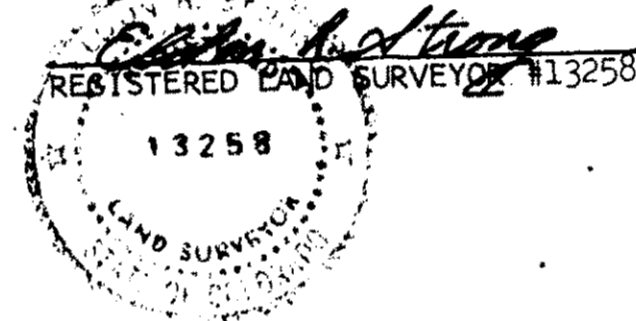
- 1) ALL BOUNDARY CORNERS ARE NO. 5 REBAR WITH ALUMINUM CAP L.S.#10377 UNLESS OTHERWISE INDICATED.
- 2) ALL SIDE LOT LINES HAVE 10 FOOT UTILITY EASEMENTS ON BOTH SIDES OF THE SAID LOT LINE UNLESS OTHERWISE NOTED. ALL FRONT LOT LINES HAVE 10 FOOT UTILITY EASEMENTS. ALL REAR LOT LINES HAVE 20 FOOT UTILITY EASEMENT.
- 3) BRIDLE EASEMENTS ARE 20 FEET IN WIDTH, 10 FEET ON BOTH SIDES OF LOT LINES AND ARE ALSO INDICATED FOR THE PURPOSE OF UTILITY EASEMENTS AND ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 4) THE BEARING DATUM IS BASED ON ASSUMED DATUM RELATIVE TO SECTION BREAKDOWN AS SHOWN ABOVE.
- 5) WATER SUPPLY AND SANITARY SEWER SERVICE ARE INDIVIDUAL LOT OWNERS RESPONSIBILITY.
- 6) POTABLE WATER IRRIGATION SHALL BE LIMITED TO 1/3 ACRE PER LOT.
- 7) SEPTIC SYSTEMS SHALL BE DESIGNED AND LOCATED BY A PROFESSIONAL ENGINEER.
- 8) ALL S.C.S. DAMS ARE TO BE LEFT IN THEIR NATURAL CONDITION AND ARE TO BE MAINTAINED BY THE INDIVIDUAL LOT OWNER.
- 9) THE LOCATION OF EACH STRUCTURE ON LOTS THAT ARE ADJACENT TO STEEP SLOPES AND ROCKFALL AREAS SHALL BE SITED BY A QUALIFIED ENGINEERING GEOLOGIST AND SOILS ENGINEER.
- 10) NO BUILDING WILL BE ALLOWED WITHIN THE LIMITS OF THE 100-YEAR FLOOD PLAIN.
- 11) CURRENT WATER, SOILS, DRAINAGE, AND GEOLOGY REPORTS ARE ON FILE AT THE COUNTY LAND USE OFFICE.

SURVEYOR'S CERTIFICATE

I, ELDON R. STRONG, BEING A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND PLAT OF PEYTON PINES, FILING NO. 2B, WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DATED THIS 22nd DAY OF June A.D., 1979.

DATE OF SURVEY April, 1979



OWNER

PEYTON PINES, LTD., A COLORADO PARTNERSHIP, AMBROSE DEVELOPMENT COMPANY, MANAGING GENERAL PARTNER

H. Lee Ambrose H. LEE AMBROSE, VICE PRESIDENT
Julia B. Stapp JULIA B. STAPP, ASSISTANT SECRETARY

HOLDER OF SECOND DEED OF TRUST

Don E. Mettler
DON E. METTLER

NOTARIAL

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF JUNE A.D., 1979, BY H. LEE AMBROSE, AS VICE PRES. OF PEYTON PINES, AS AN OWNER OF THE AFOREMENTIONED DESCRIBED LAND.

MY COMMISSION EXPIRES 12/30/81

Dean W. Guntz
NOTARY PUBLIC

NOTARIAL

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF JUNE A.D., 1979, BY JULIA B. STAPP, AS ASST. SEC. OF PEYTON PINES, AS AN OWNER OF THE AFOREMENTIONED DESCRIBED LAND.

MY COMMISSION EXPIRES 12/30/81

Dean W. Guntz
NOTARY PUBLIC

NOTARIAL

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF JUNE A.D., 1979, BY DON E. METTLER, AS HOLDER OF A SECOND DEED OF TRUST ON THE AFOREMENTIONED DESCRIBED LAND.

MY COMMISSION EXPIRES 11-15-81

Patricia B. Hensley
NOTARY PUBLIC

COUNTY COMMISSIONERS APPROVAL

THE FOREGOING PLAT IS APPROVED FOR FILING, AND CONVEYANCE OF ALL ROADS IS ACCEPTED BY THE COUNTY OF EL PASO, AND UPON RESOLUTION OF ACCEPTANCE FOR MAINTENANCE BY THE BOARD, THE COUNTY OF EL PASO WILL UNDERTAKE MAINTENANCE OF ROADS, PROVIDED IN THE JUDGEMENT OF THE COUNTY COMMISSIONERS, PUBLIC NEED AND NECESSITY AS SHOWN, AND PROVIDED PRIOR TO ACCEPTANCE FOR MAINTENANCE BY EL PASO COUNTY, THE SUBDIVIDER SHALL MAINTAIN SUCH ROADS AT HIS EXPENSE.

DATED THIS 28th DAY OF June A.D., 1979

Don E. Mettler
CHAIRMAN

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT IS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY ON THIS 30 DAY OF August A.D., 1979.

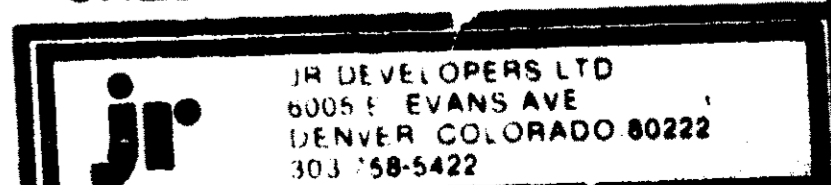
RECEPTION NO. 592665 BOOK 2-3
TIME 8:16 AM PAGE 67
FEE 70.00

PARK DEDICATION/FEE IN LIEU OF =

SCHOOL DEDICATION/FEE IN LIEU OF =

Deputy - Kay Callin

SHEET 1 OF 7



School fees: \$1090.00
Dist 23 J

5246
67

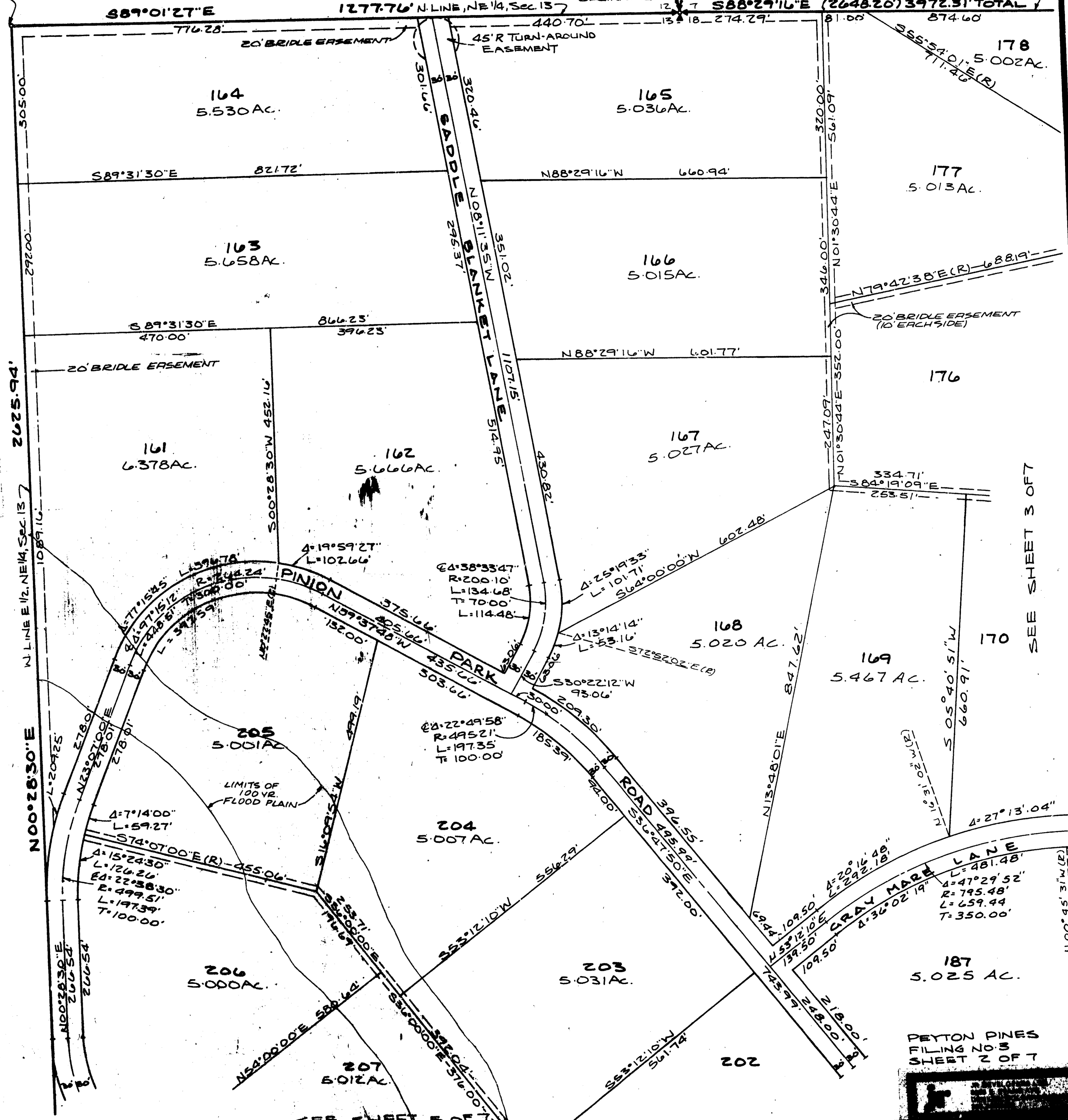
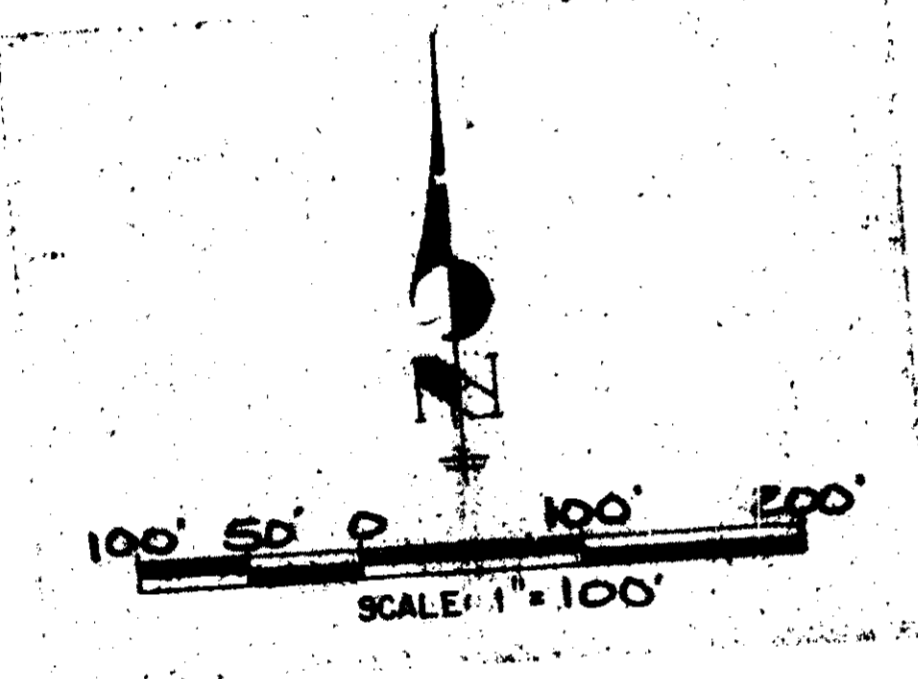
NW COR. E 1/2, NE 1/4,
Sec. 13

TRUE POINT OF
BEGINNING

RECOVERED STONE WICH BEARS
N88°44'13"W A DISTANCE OF 34.76'
FROM FENCE CORNER.
NW COR. Sec. 18,
T11S, R35W, UTH PM.

N. LINE SEC. 18
S88°29'16"E (2648.20) 3972.31 TOTAL

UNPLATTED

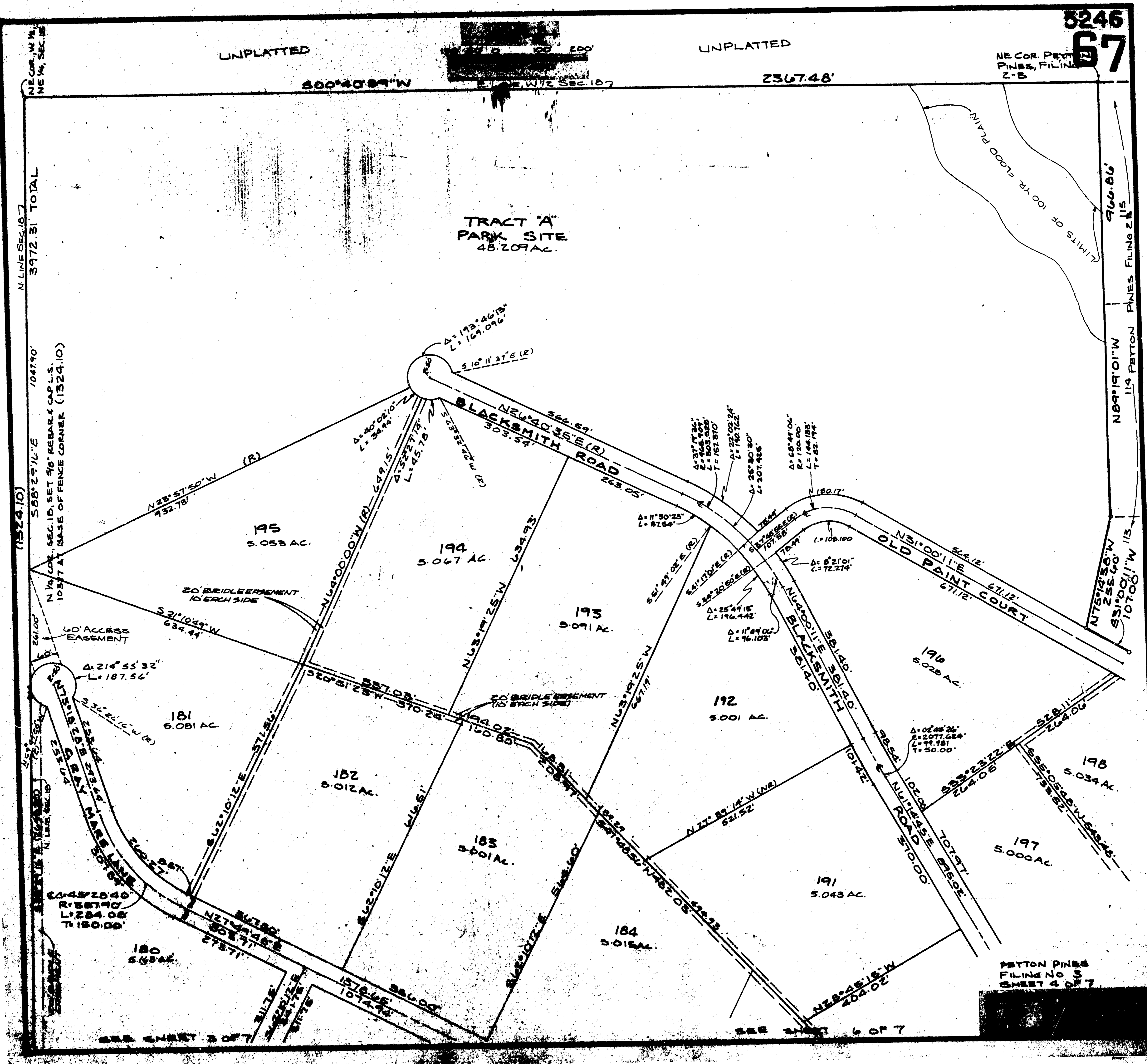


SEE SHEET 3 OF 7

SEE SHEET 5 OF 7

PEYTON PINES
FILING NO. 3
SHEET 2 OF 7

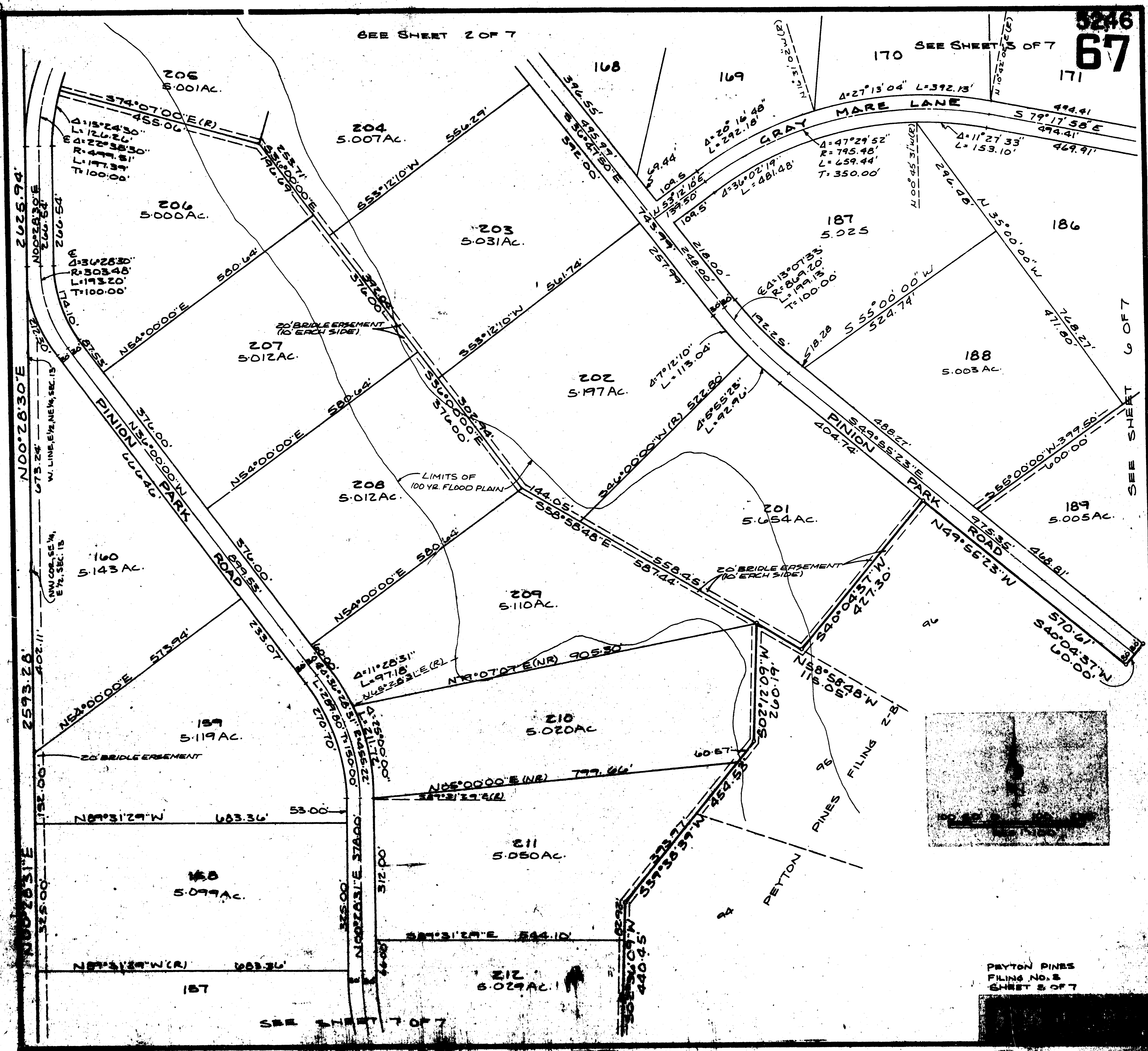
5246
67



PYTON PINES
FILING NO 5
SHEET 4 OF 7

SEE SHEET 6 OF 7

SEE SHEET 3 OF 7



SEE SHEET 2 OF 7

SEE SHEET 6 OF 7

SEE SHEET 6 OF 7

N00°26'30\"/>

W. LINE, E 1/2, NE 1/4, SEC. 13, T. 10 N., R. 10 E., S. 10 W.

(NW COR., SE 1/4, E 1/2, SEC. 13)

20' BRIDLE ERSEMENT (10' EACH SIDE)

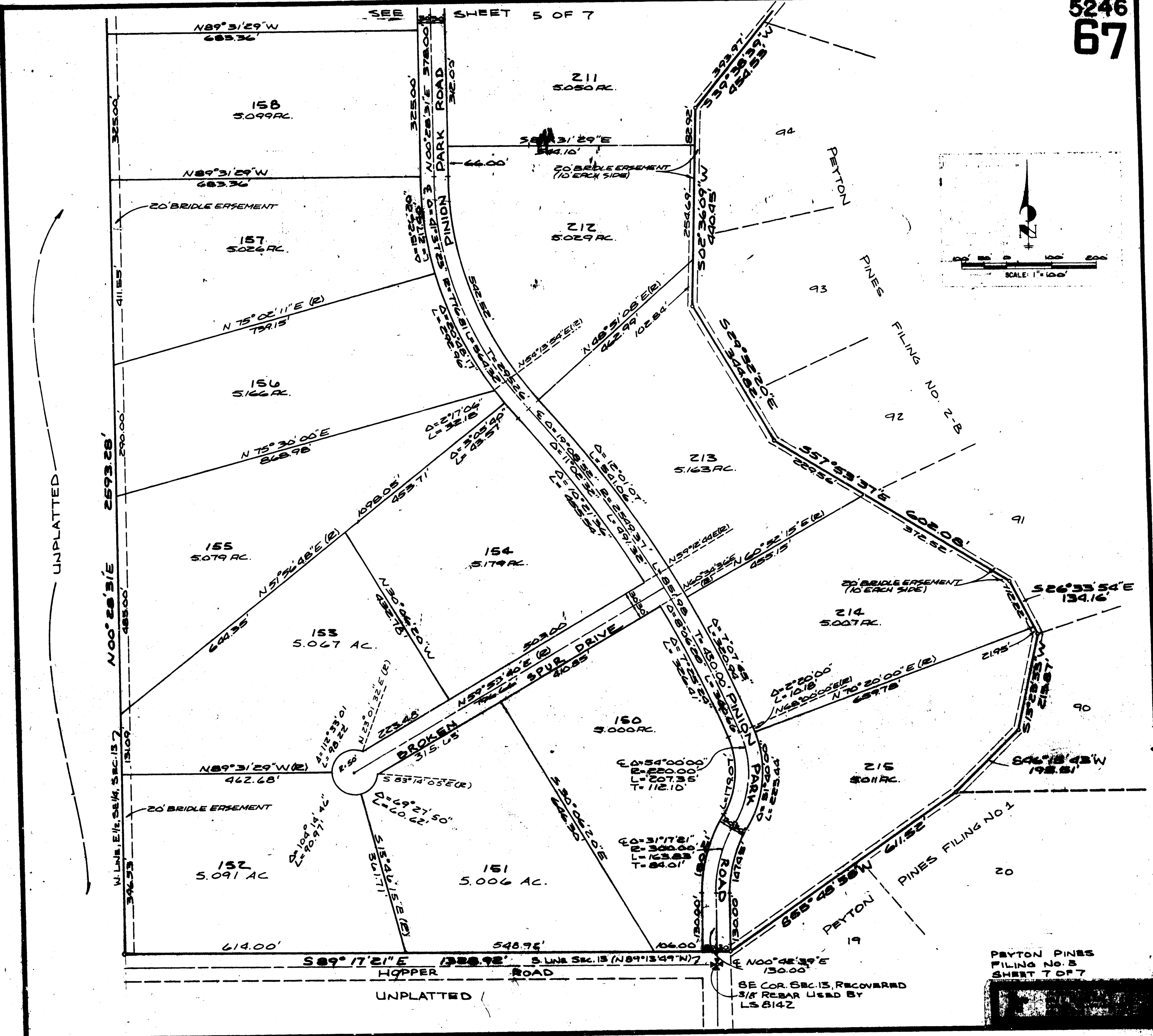
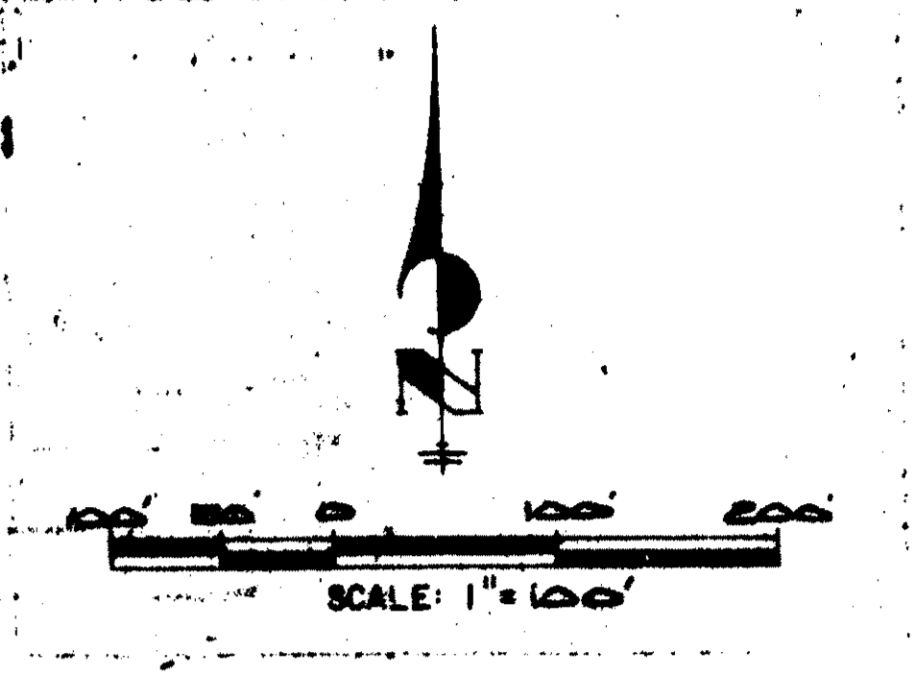
LIMITS OF 100 YR. FLOOD PLAIN

20' BRIDLE ERSEMENT (10' EACH SIDE)



PEYTON PINES FILING No. 2 SHEET 2 OF 7

SEE SHEET 7 OF 7



UNPLATTED

UNPLATTED

PEYTON PINES
FILING No. 3
SHEET 7 OF 7

905994

This Deed, Made this 6th day of August in the year of our Lord

one thousand nine hundred and fifty-three by MARCUS E. BRADSHAW

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

ALBERT BRADSHAW and HELEN BRADSHAW

of the County of El Paso and State of Colorado, of the second part;

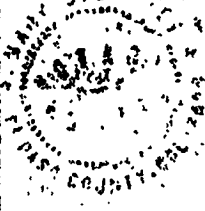
Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar

to the said party of the first part in full paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, he do hereby grant, bargain, sell and convey, and by these presents do sell, bargain, sell, convey and confirm, unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit: One undivided seven-forty-eighths (7/48) interest in and to all oil, gas and other mineral rights lying in, on and under the following described real property in El Paso County, State of Colorado, to-wit: The Southeast quarter of Section 7; the Southwest quarter of Section 17; the West half of the Northeast quarter, the West half, and the Southeast quarter of Section 18; the North half of Section 19; and that part of the Northwest quarter of Section 20 described as follows: Beginning at the Southwest corner of said Northwest quarter of said Section 20, thence East on the South line of said Northwest quarter 130 links, thence in a Northeasterly direction to a point on the East line of said Northwest quarter, said point being 34 chains and 63 links North of the Southeast corner of said Northwest quarter, thence North to the Northeast corner of the said Northwest quarter, thence West to the Northwest corner of said Northwest quarter, thence South to the place of beginning; all in Township 11 South, Range 63 West of the 6th P.M.; the South half of the Southwest quarter of Section 12, the Northeast quarter, the East half of the Northwest quarter, the Southwest quarter, and the East half of the Southeast quarter of Section 13, all in Township 11 South, Range 64 West of the 6th P.M.; the North half of Section 12 in Township 12 South, Range 63 West of the 6th P.M.

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appurtenant, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said party of the first part, for him self, his heirs, executors, and administrators, do as covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and he is good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature cover, except oil and gas leases, recorded in Book 1286, page 15; Book 1297, page 191; Book 1318, page 20; Book 1309, page 34; and except, D.D. of Trust recorded in Book 1286, page 181; and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written. Signed, Sealed and Delivered in the presence of [Signatures]



STATE OF COLORADO County of El Paso The foregoing instrument was acknowledged before me this 24th day of August, 1953.

By [Signature] Notary Public

Notary Public in and for the State of Colorado, my commission expires on the 1st day of August, 1954.

Filed for record the 24 day of AUGUST A. D. 1953, 11:36 A.M. CHARLES OZIAS, RECORDER.
Exception No. 905895 by Kathleen Leonard, clerk.

Deed, Made this 6th day of August in the year of our Lord

one thousand nine hundred and fifty-three between MARCUS E. BRADSHAW

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

GEORGE E. BRADSHAW and BONNIE BRADSHAW

of the County of El Paso and State of Colorado, of the second part;

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

to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, he granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit: One undivided five-forty-eighths (5/48) interest in and to all oil, gas and other mineral rights lying in, on and under the following described real property in El Paso County, State of Colorado, to-wit: The Southeast quarter of Section 7; the Southwest quarter of Section 17; the west half of the Northeast quarter, the West half, and the Southeast quarter of Section 18; the North half of Section 19; and that part of the Northwest quarter of Section 20 described as follows: Beginning at the Southwest corner of said Northwest quarter of said Section 20, thence East on the South line of said Northwest quarter 130 links, thence in a Northeasterly direction to a point on the East line of said Northwest quarter, said point being 34 chains and 63 links North of the Southeast corner of said Northwest quarter, thence North to the Northeast corner of the said Northwest quarter, thence West to the Northwest corner of said Northwest quarter, thence South to the place of beginning; all in Township 11 South, Range 63 West of the 6th P.M.; the South half of the Southwest quarter of Section 12, the Northeast quarter, the East half of the Northwest quarter, the Southwest quarter, and the East half of the Southeast quarter of Section 13, all in Township 11 South, Range 64 West of the 6th P.M.; the North half of Section 12 in Township 12 South, Range 63 West of the 6th P.M.

Together with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said party of the first part, for him self his heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has a good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, mortgages, sales, liens, taxes, assessments and incumbrances of whatever kind or nature, except oil and gas, as stated, recorded in Book 1286, page 18; Book 1297, page 19; Book 1302, page 20; Book 1309, page 344; and except Deed of Trust recorded in Book 1392, page 267, all in said County records, and subject to right of grantor to obtain title, rentals provided for in said lease for and during lease terms or until gas or oil be produced thereon, and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Signed, Sealed and Delivered in the Presence of

Marcus E. Bradshaw
Seal
Seal
Seal



STATE OF COLORADO, } ss.
County of El Paso } The foregoing instrument was acknowledged before me this 6th day of August, 1953, by Marcus E. Bradshaw.

Witness my hand and official seal.
My commission expires May 18, 1957
Mary B. Mabley
Notary Public

*If action is official or representative capacity, insert name and the office or capacity and for whom acting.

941
2352 452

WARRANTY DEED

M. J. Wesley, whose address is El Paso County, Colorado, for the consideration of \$10 in hand paid and other valuable considerations, hereby sells and conveys to Arkansas-Platte & Gulf, Inc., a Colorado corporation, whose address is El Paso County, Colorado, the following real property in El Paso County, Colorado:

T. 11 S., R. 63 W. of the 6th P.M.

28.00

Section 7: SE $\frac{1}{4}$
Section 17: SW $\frac{1}{4}$
Section 18: W $\frac{1}{2}$ NE $\frac{1}{4}$; W $\frac{1}{2}$; SE $\frac{1}{4}$
Section 19: N $\frac{1}{2}$
Section 20: Part of the NW $\frac{1}{4}$ beginning at SW corner of said NW $\frac{1}{4}$; thence East on the South line of the NW $\frac{1}{4}$ 130 links; thence Northeasterly to a point on the East line of said NW $\frac{1}{4}$, that point being 34 chains and 63 links North of the SE corner of said NW $\frac{1}{4}$; thence North to the NE corner of the said NW $\frac{1}{4}$; thence West to the NW corner of the said NW $\frac{1}{4}$; thence South to the place of beginning.

T. 11 S., R. 64 W. of the 6th P.M.

Section 12: S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 13: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$

with all appurtenances thereto, all water, ditch and reservoir rights and all improvements thereon and warrants title to the same subject to real property taxes for the year 1970; an undivided one-quarter mineral interest in an instrument recorded in Book 1395 at Page 334, real property records of El Paso County, Colorado; and an oil and gas lease granted by an instrument recorded in Book 2256 at Page 847, real property records of El Paso County, Colorado.

Reserving, however, from the foregoing conveyances the following real property:

8 30 79

COUNTY OF EL PASO STATE OF COLORADO FEE ^{28⁰⁰}
RECEIVED AT 348 O'CLOCK P.M. AUG 30 1979
RECEPTION NO. 592667 ARDIS W. SCHMITT *Arthur Brown* DEPUTY BOOK 3221 PAGE 565

PROTECTIVE COVENANTS
OF
PEYTON PINES FILING NO. 3

PEYTON PINES, a Colorado limited partnership (herein called "Subdivider"), the owner of the real property duly platted as Peyton Pines Filing No. 3, a subdivision in El Paso County, Colorado, which plat is recorded under Reception No. _____ in the office of the Clerk and Recorder of said county, hereby makes the following declaration of limitations, restrictions and uses upon said property as restrictive and protective covenants to bind and inure to the benefit of Subdivider and its successors and assigns and of all future owners of any part of said property.

ARTICLE I - PURPOSE OF COVENANTS

It is the intention of Subdivider, expressed by its execution of this instrument, that said property shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted hereby.

ARTICLE II - DEFINITIONS

1. Subdivision. The "Subdivision" shall mean the real property duly platted as Peyton Pines Filing No. 3, a subdivision in El Paso County, Colorado, which plat is filed under Reception No. _____ in the office of the Clerk

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BOOK 3221 PAGE 566

and Recorder of said county, and any and all adjacent subdivisions which have in their title the words "Peyton Pines."

2. Lot. "Lot" shall mean each subdivision lot so designated on the duly filed plat of the Subdivision by block and lot numbers.

ARTICLE III - HOMEOWNERS ASSOCIATION

1. Membership. All owners of Lots (other than land dedicated to the public) by whatever means acquired, shall automatically become members of Peyton Pines Homeowners Association, a Colorado nonprofit corporation (herein called the "Association"), in accordance with the Articles of Incorporation and By-Laws of the Association as are now or hereafter in effect and as the same may be duly amended. The purposes of the Association shall be, among other things, to pay all costs and expenses incurred in connection with the operation and maintenance of any stables and other recreational facilities serving the entire Subdivision.

2. Voting. One membership in the Association shall be issued for each Lot and each membership shall be entitled to one vote.

3. Lien. The annual dues and any special assessments attributable to each membership in the Association, together with interest thereon and costs of collection thereof, shall be a charge on the Lot for which the membership is issued, shall be a continuing lien on the Lot, and shall also be the personal obligation of the record owners and lessees of the Lot at the time when the dues or assessment became due. The personal obligation shall not pass to such a party's successors in title unless expressly assumed by them. Any dues or special assessments which become delinquent shall bear interest from the date

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BOOK 3221 PAGE 567

of delinquency at the rate of 8% per year, and the Association shall sue the owners and lessees personally obligated to pay the same, or foreclose the lien against their Lot. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such dues or assessment. The lien of the Association may be foreclosed in the same manner as a mortgage under the laws of Colorado. The lien of the Association provided for herein shall be subordinate to the lien of any deed of trust or mortgage covering any Lot. Sale or transfer of any Lot shall not affect the lien of the Association. However, the sale or transfer of any Lot occurring as a result of court foreclosure of a mortgage or deed of trust, foreclosure through the Public Trustee or any similar proceeding in lieu of foreclosure shall extinguish the lien of the Association as to payments which become due prior to such sale or transfer, but shall not relieve any owner or lessee of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any dues or assessments thereafter becoming due or from the lien thereof.

ARTICLE IV - ENVIRONMENTAL COMMITTEE

1. Environmental Committee. After the formation of the Association, the Environmental Committee for the Subdivision (herein called the "Committee") shall be the Board of Directors of the Association, as constituted from time to time. Prior to the formation of the Association, the Committee shall be appointed by Subdivider. The Committee shall have and exercise all the rights, powers and duties set forth in this instrument.

2. Approval by Committee. No improvement, including but not limited to houses, barns, stables, swimming

pools, tennis courts, ponds, flagpoles, aerials, antennas, fences, walls, garages, drives, parking areas, curbs and walks, shall be constructed or altered, nor shall natural vegetation be altered or destroyed, nor shall landscape development be performed, on any Lot, unless complete plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work. If the Committee fails to take action within 30 days after complete plans for such work have been submitted, then such submitted plans shall be deemed to be approved; provided, however, that no building or other structure shall be erected or be allowed to remain on any Lot which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions. In the event the Committee shall disapprove any plans, the party submitting such plans may appeal to the next annual or special meeting of the Association, where two-thirds of the votes entitled to be cast shall be required to reverse the decision of the Committee. Refusal or approval of plans and specifications by the Committee may be based upon any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Committee shall seem sufficient.

3. Variances. Where circumstances such as topography, property lines, location of trees, vegetation or other physical interference require, the Committee may, by a two-thirds vote, allow reasonable variances of these covenants to terms and conditions it shall require; provided, that no such variance shall be finally allowed until 15 days after the Committee shall have mailed a notice of such variance to each member of the Association. In the event any 10% of

the members of the Association shall notify the Committee in writing of an objection to such variance within said 15-day period, the variance shall not be allowed until it shall have been approved by a vote of at least two-thirds of the votes entitled to be cast at an annual or special meeting of the members of the Association.

4. General Requirements. The Committee shall require that all construction, landscape improvement and alterations within the Subdivision, including the visual design, materials, color, site location, height, topography, driveway, grade and finished ground elevation, be complementary to the natural surroundings and existing structures. The Committee shall protect the privacy of each home location from other sites insofar as possible.

5. Preliminary Approvals. Parties who anticipate constructing improvements within the Subdivision or who own or contemplate the purchase of a Lot, may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete plans are submitted and approved or disapproved.

6. Plans. The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.

7. Committee Not Liable. The Committee shall not be liable for damages to any party submitting any plan for approval, or to any owner of a Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove, with regard to such plans. Any owner of a Lot, or any party submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals,

advisors, employees, agents or developers.

8. Written Records. The Committee shall keep for at least five years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE V - RESTRICTIONS ON LOTS

1. Zoning Regulations. No Lot shall be occupied or used by or for any structure or purpose which is contrary to the zoning regulations of the county in which the Lot is located.

2. Residential Lots. All Lots shall be residential tracts.

3. Business Uses. No commercial business of any kind shall be permitted in the Subdivision.

4. Signs. One "For Rent" or "For Sale" sign no larger than 20 x 26 inches shall be permitted. One entrance gate sign of a style and design as approved by the Committee shall be permitted. Otherwise, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered, or permitted on any Lot.

5. Animals. No animals will be raised or bred on any Lot for commercial purposes, and:

A. Household pets will be allowed. Household pets shall be housed and cared for in such a manner that they do not become a nuisance to other residents and the environment.

B. No more than three horses per Lot will be allowed without the approval of the Committee, and all horses on each Lot shall be kept corralled in an area not exceeding one-half acre. Horses may be allowed to graze and pasture

on a Lot for grass and weed control, but all horses must be fed supplementarily and kept corralled, because this type land requires at least 15 acres per year to feed each horse and the Subdivision is not capable of supporting extended grazing without damage to the natural grass and vegetation.

C. Pigs, goats and stallions are expressly prohibited in the Subdivision.

D. Reasonable requests to own animals under supervised 4-H projects and for private family use will not be denied. The overriding criteria in acceptance or rejection of requests for other animals will be the proposed plan by the Lot owner as to how the animals will be housed and kept from becoming a nuisance to other residents or a danger to the environment.

6. Resubdivision. No Lot shall be resubdivided into smaller tracts or lots nor conveyed or encumbered except as permitted on the plat of the Subdivision; however, conveyances or dedications of easements for utilities or private lanes or roads may be made for less than all of one Lot.

7. Combining Tracts. If two or more contiguous Lots are owned by the same party or parties, they may be combined into one or more residential tracts larger than a Lot by means of a written document, executed and acknowledged, approved by the Committee and recorded in the real property records of the county in which the Lots are located. Thereafter, the new and larger tracts shall each be considered as one Lot for the purposes of these covenants.

8. Service Yards. Clotheslines, swimming pool filter tanks, fuel oil tanks and similar tanks, service equipment, trash, woodpiles or storage areas shall be screened by planting or fencing to conceal them from view of neighboring Lots, drives and roads. Protective enclosures to screen the above must be approved by the Committee as a part of the plans for the improvements to be located

on the Lot. All refuse and trash shall be removed from all Lots and shall not be allowed to accumulate nor be burned in the Subdivision.

9. Utility Lines. All water and gas lines within the limits of the Subdivision must be underground and may not be above ground. Electric, telephone and other utility lines within the limits of the Subdivision will be brought to each individual lot line by Intermountain REA, Mountain Bell Telephone, or other authorized utility company either below ground or above ground at the option of either the developer or the utility company. Utility lines may be brought from the lot line to the improvements constructed on the lot either above ground or underground at the option of the property owner with the concurrence of the utility company and the developer.

10. Gardens and Lawns. A family garden, not to exceed one-half acre, is permissible, but no additional ground shall be used for farming purposes, and, in order to preserve the natural environment, the aggregate area of garden and lawn on each Lot shall not exceed one acre.

11. Fencing. All fences on road frontages must be of wood or stone construction approved by the Committee. Fencing on all other boundaries must be of new construction. Wire may be woven or barbless. If barbless, a minimum of four strands must be used. Posts must be spaced a maximum of one rod. No electrical fences along Lot boundaries will be permitted. Fences may not obstruct bridle paths or other easements.

12. Buildings. No buildings or other structures shall be placed, erected, altered or permitted to remain on any Lot other than:

- A. One detached single-family dwelling house;
- B. An attached or detached garage; and,
- C. A service-type barn or stable.

13. Construction. At the time plans and specifications receive approval, the prospective builder shall proceed diligently with the construction of the dwelling house and garage, and the same shall be completed within a maxi-

imum period of nine months, except that this period may be enlarged by an additional three-month period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction of all buildings must be completed, including treating or painting of wood, before occupancy.

14. Dwelling Size. The ground floor area of each dwelling house, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet for a one-story dwelling, nor less than 1,000 square feet for a multi-level dwelling. When there are 1-1/2 or more stories to the dwelling, the total floor space, exclusive of basement, must be no less than 1,800 square feet.

15. Landscape. Approval shall be obtained from the Committee to cut down, clear or kill any tree on any Lot. Each and every Lot owner shall dispose of all trees cleared by him in such a manner that all Lots shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a Lot unsightly.

16. Temporary Structures. No temporary house, tent, mobile home or trailer shall be allowed on any Lot. No dwelling house shall be occupied in any manner prior to its completion.

17. Exterior Lighting. All exterior lighting and standards shall be approved by the Committee.

18. Off-Street Parking. Each dwelling house shall be constructed with adequate off-street parking area for at least two automobiles. No parking shall be allowed within the road right-of-way.

19. Garbage Disposal, Sanitary Systems and Water Systems. Each dwelling or structure containing a kitchen shall be equipped with a garbage disposal unit. No sewage disposal system shall be constructed, altered, allowed to remain or be used unless fully approved as to design,

capacity, location and construction by all proper public health agencies of Colorado, the county in which the Lot is located and the Committee.

20. Foundation, Cinderblock and Concrete. No foundation, cinderblock or concrete shall be exposed. Facing must be of wood, brick, or stone. No artificial stone facing or any other manufactured product of this nature shall be allowed without the approval of the Committee.

21. New Construction. Only new construction will be allowed. No used buildings will be allowed.

22. Metal Buildings. No corrugated type metal buildings will be allowed. Other metal buildings that, through their appearance, enhance the environmental surroundings will be allowed with the approval of the Committee.

23. Fireplaces, Chimneys and Barbecues. All fireplaces, chimneys and barbecues shall be equipped and maintained with spark arresting screens.

24. Driveways. Culverts shall be a minimum of 15 inches in diameter or that allowed for merging driveways into County approved roads and across road borrow pits.

25. Water and Sewage Systems. Any residence constructed on any Lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the Subdivision, unless temporary variance is granted by the Committee due to such service not being available to such Lot.

26. Natural Gas. At the time that there are sufficient dwellings in the Subdivision and the Association members vote by a two-thirds majority to incorporate natural gas facilities, all then present and future dwellings shall be connected to natural gas unless said dwelling is presently being serviced by all electric service or solar energy or a combination of both.

27. Land Uses. No improvements nor any activity shall be permitted on any such Lot which is or might become a nuisance to adjoining Lots. Burial of humans or animals in either marked or unmarked graves is expressly prohibited. No open fires will be permitted and no hunting will be permitted within the Subdivision.

28. Garage. There shall be a garage provided for any and all vehicles and machinery, and the entrance to the garage shall not face a public road which is adjacent to the Lot. No inoperative vehicles or machinery shall be placed and remain on a Lot for more than 48 hours unless parked in a garage.

29. Oil and Mineral Operations. No oil drilling or development operations, oil refining or quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot.

30. Unimproved Lots. The owner of each unimproved Lot shall have the weeds thereon cut between July 1 and July 15 of each year. If such an owner does not have the weeds so cut, the Committee may do so and charge the owner the actual cost thereof.

31. Single Family. Single family shall mean one head of the household and his legal dependents. Multiple families in one dwelling are expressly forbidden.

32. Setback. No building shall be located nearer than 100 feet to any Lot boundary.

ARTICLE VI - EASEMENTS

1. Utility Easement. Subdivider hereby reserves to itself, and its successors and assigns, perpetual easements as indicated on the inside of the Subdivision boundary and on both sides of each Lot line, as described on the recorded plat of the Subdivision, except any portion of said perimeter

which abuts on a dedicated County road, for the purposes of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas and similar lines and pipe, wires, ditches, conduits and walking and riding trails.

2. Irrigation and Drainage Easements. Subdivider hereby reserves to itself, and its successors and assigns, perpetual easements across the land in the Subdivision along all irrigation and drainage swales and ditches presently in existence or hereafter constructed or confined with the consent of the owners of Lots across which the water flows for the purposes of constructing, maintaining and operating ditches for proper irrigation and drainage of all Lots. Subdivider similarly reserves to itself, and its successors and assigns, the right to irrigate and go on all such Lots at all reasonable times, for the purposes of preserving and maintaining the natural beauty.

ARTICLE VII - ENFORCEMENT

1. Enforcement. The Committee shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunction, on behalf of itself and all or part of the owners of Lots. In addition, each such owner shall have the right to prosecute for an injunction and for damages, actual and punitive, by reason of any violation or threatened violation of these covenants.

2. Limitation. In the event any construction, alteration or landscape work is commenced upon any Lot in violation of these covenants, and no action is commenced within 60 days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party.

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BOOK 3221 PAGE 577

aggrieved. Said 60-day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE VIII - GENERAL PROVISIONS

1. Severability. Should any part of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining parts of these covenants.

2. Effect and Duration. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each Lot, and all owners thereof, and their heirs, devisees, personal representatives, successors and assigns, and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for successive terms of 10 years each, unless an instrument executed by the then owners of at least two-thirds of the Lots has been recorded agreeing to change the same in whole or in part.

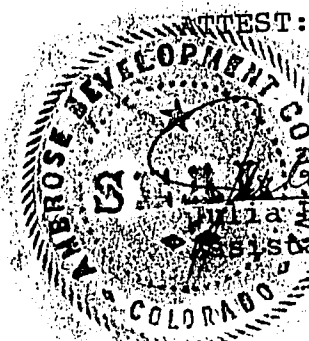
3. Amendment. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of two-thirds of the Lots.

EXECUTED as of June 27, 1979.

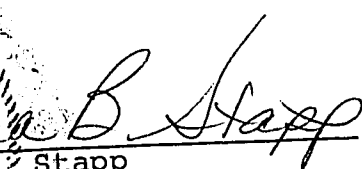
PEYTON PINES

By: Ambrose Development Company
Managing General Partner

By: 
H. Lee Ambrose, Vice President



WITNESSES:


Julia B. Stapp
Assistant Secretary

8 30 79

STATE OF COLORADO)
) ss,
CITY AND COUNTY OF DENVER)

BOOK 3221 PAGE 578

The foregoing instrument was acknowledged before me this
27th day of June, 1979 by H. Lee Ambrose and Julia B. Stapp
as Vice President and Assistant Secretary of Ambrose
Development Company, Managing General Partner of Peyton
Pines, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: Feb 1, 1982

Judy Buchheit
Notary Public



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1981 JUL -2 AM 9:23

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 3451 PAGE 638

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AMENDMENTS TO
PROTECTIVE COVENANTS
OF
PEYTON PINES FILING 3

Article III. No. 1.

Changed to read: Membership. All owners of Lots (other than land dedicated to the public) by whatever means acquired, may become members of Peyton Pines Homeowners Association, a Colorado non-profit corporation (herein called the "Association"), in accordance with the Articles of Incorporation and By-Laws of the Association as are now or hereafter in effect and as the same may be duly amended. The purposes of the Association shall be, among other things, to enforce these covenants and to assure preservation of a favorable environment for the benefit of all Peyton Pines property owners.

Article III. No. 3. DELETED

Article V. No. 5.B.

Changed to read: No more than four horses per lot will be allowed without the approval of the Committee, and all horses on each Lot shall be kept corralled in an area not exceeding one-half acre. Horses may be allowed to graze and pasture on a Lot for grass and weed control, but all horses must be fed supplementarily and kept corralled, because this type land requires at least 15 acres per year to feed each horse and the Subdivision is not capable of supporting extended grazing without damage to the natural grass and vegetation.

Article V. No. 5.C.

Changed to read: Pigs, goats and stallions are expressly prohibited in the Subdivision unless they meet the requirements of Paragraph 5.D. below.

Article V. No. 10.

Changed to read: Gardens and Lawns. A family garden is permissible, but no additional ground shall be used for farming purposes, and, in order to preserve the natural environment, the aggregate area of garden and lawn on each Lot shall not exceed one acre.

Amendments to Protective Covenants
Peyton Pines Filing 3
Page Two

Article V. No. 14.

Changed to read: Dwelling Size. The ground floor of each dwelling house, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a multi-level dwelling. When there are 1-1/2 or more stories to the dwelling, the total floor space, exclusive of basement, must be no less than 1,200 square feet.

Article V. No. 17. DELETED

Article V. No. 19.

Changed to read: Sanitary Systems and Water Systems. No sewage disposal system shall be constructed, altered, allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper public health agencies of Colorado and the county in which the Lot is located.

Article V. No. 20.

Changed to read: Foundation, Cinderblock, and Concrete. If foundation, cinderblock or concrete is exposed they shall be painted or covered in a manner suitable to the Committee. Exterior portions of all buildings shall be either color mixed manufactured finished surface material, natural stone, or natural wood painted or stained upon completion so that all exposed surfaces shall have a finished appearance.

Article V. No. 23.

Changed to read: Fireplaces, Chimneys and Open Fires. All fireplaces and chimneys shall be equipped and maintained with spark arresting screens. No open fires will be permitted within the Subdivision.

Article V. No. 24. DELETED

Article V. No. 25. DELETED

Article V. No. 27.

Changed to read: Nuisance. Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities shall be carried on upon any tract. Obnoxious behavior on property with motor vehicles, whether from careless driving practice or from excessive noise, is prohibited. Storage of junk or old automobiles on Lots is prohibited. Trail bikes, scooters and motor vehicles will be used on approved roads only.

Amendments to Protective Covenants
Peyton Pines Filing 3
Page Three

Article V. No. 27. Continued

Burial of humans or animals in either marked or unmarked graves is expressly prohibited. No open fires will be permitted and discharge of firearms and hunting are prohibited.

Article V. No. 30. DELETED

Article V. No. 32.

Changed to read: Setback. No building shall be located nearer than 50 feet to any Lot boundary.

EXECUTED as of April 14, 1981.

ATTEST:

PEYTON PINES

By: Ambrose Development Company
Managing General Partner

Julia B. Stapp
Julia B. Stapp
Assistant Secretary

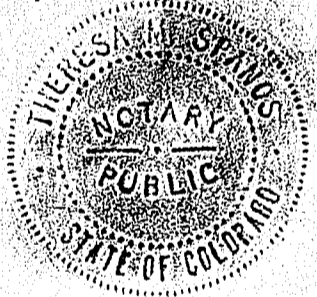
By: *H. Lee Ambrose*
H. Lee Ambrose, Vice President

STATE OF COLORADO)
COUNTY OF DENVER) ss,

The foregoing instrument was acknowledged before me this 14th day of April, 1981 by H. Lee Ambrose and Julia B. Stapp as Vice President and Assistant Secretary of Ambrose Development Company, Managing General Partner of Peyton Pines, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: 7-28-84



Theresa M. Spanos
Notary Public



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J. PATRICK KELLY
EL PASO COUNTY CLERK & RECORDER, CO

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AMENDMENT TO PROTECTIVE COVENANTS

OF

PEYTON PINES FILING NOS. 1 and 3

The Protective Covenants of Peyton Pines Filing No. 1 ("Covenants") were originally recorded October 29, 1973 in the real property records of El Paso County, Colorado in Book 2633 at Page 46. The Covenants were amended by an instrument recorded October 26, 1976 in Book 2869 at Page 758 and amended again by an instrument recorded August 17, 1977 in Book 2951 at Page 807. This amendment, therefore constitutes the Third Amendment to the Protective Covenants of Peyton Pines Filing No. 1.

The Protective Covenants of Peyton Pines Filing No. 3 ("Covenants") were originally recorded August 30, 1979 in the real property records of El Paso County, Colorado in Book 3221 at Page 565 and were amended by an instrument recorded July 2, 1991 in Book 3451 at Page 838. This amendment, therefore, constitutes the Second Amendment to the Protective Covenants of Peyton Pines Filing No. 3.

Article I shall be amended to read as follows:

It is the intention of the Lot owners, expressed by the Association's execution of this instrument, that such property shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these Covenants that the present natural beauty, growth, native setting, and surroundings, shall be protected insofar as possible, and that the property values of the lots and structures be maintained in connection with the uses and structures permitted hereby.

Article IV, Section 4, shall be amended to read as follows:

The Committee shall require that all construction, landscape improvements, and alterations within the Subdivision, including visual design, style, manner, driveway, grade, and finished ground elevation, be complimentary to the natural surroundings and existing structures. The Committee shall endeavor to protect the property values of lots and improvements by disapproving proposed improvements, construction, and alterations which, in the reasonable discretion of the Committee, may tend to negatively impact the value of other Lots or existing structures.

97132023 -2

*Third Amendment to Protective Covenants,
Peyton Pines Filings No. 1
Second Amendment to Protective Covenants,
Peyton Pines Filing No. 3*

The Committee shall protect the privacy of each home location from other sites insofar as possible and, where appropriate, shall attempt to preserve mountain views from existing structures.

Article IV, Section 6, shall be amended to read as follows:

The Committee shall disapprove any plans submitted which are not sufficient for the Committee to exercise the judgment required by these Covenants. The Committee may establish requirements and procedures detailing the specific information concerning proposed improvements or alterations that a party must submit for the Committee's review. Any material change to the approved plans and any change in the manner of construction shall require resubmittal to the Committee.

Article V, Section 21 shall be amended to read as follows:

Only new construction will be allowed no modular, manufactured, prefabricated, factory-built, mobile or used homes shall be permitted.

Article VII, Section 1, shall be amended to read as follows:

The Association shall have the right to prosecute any action to enforce the provisions of these Covenants by injunction on behalf of itself and all or part of the owners of Lots. In addition, each such owner shall have the right to prosecute for an injunction and for damages, actual and punitive, by reason of any violation of these Covenants. In any action to enforce these Covenants, the Association shall be entitled to recover its costs and attorney's fees if it is the prevailing party.

Dated as of November 1, 1997

PEYTON PINES HOMEOWNERS ASSOCIATION, INC.
a Colorado Nonprofit Corporation

By: Mary Carlson
Mary Carlson, President

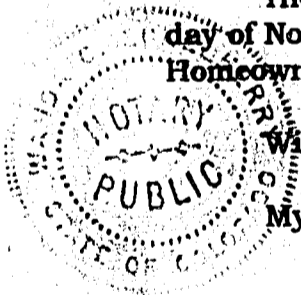
97132023 3

*Third Amendment to Protective Covenants,
Peyton Pines Filings No. 1
Second Amendment to Protective Covenants,
Peyton Pines Filing No. 3*

I certify that the foregoing Amendment to the Protective Covenants of Peyton Pines Filings No. 1 and 3 is a true and accurate copy of the Amendment that was approved by an affirmative vote of two-thirds of the lot owners of each of Peyton Pines Filings No. 1 and 3, El Paso County, Colorado, pursuant to ballot that was submitted to all lot owners by the Peyton Pines Homeowners Association, Inc. I further certify that Mary Carlson is the President of the Peyton Pines Homeowners Association, Inc. and that I, Calvin Easterbrook, am the Secretary of the Association.

BY: *Calvin Easterbrook*
Calvin Easterbrook, Secretary

The foregoing instrument was acknowledged before me this 8th day of November, 1997 by Mary Carlson, President of Peyton Pines Homeowners Association, Inc., a Colorado Nonprofit Corporation.

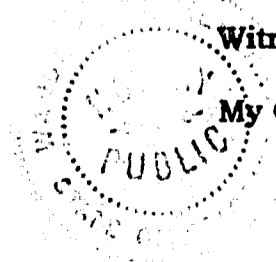


Witness my hand and official seal.

My Commission Expires: 5-10-98

Wanda Steckelberry
Notary Public

The foregoing instrument was acknowledged before me this 8th day of November, 1997 by Calvin Easterbrook, Secretary of Peyton Pines Homeowners Association, Inc., a Colorado Nonprofit Corporation.



Witness my hand and official seal.

My Commission Expires: 5-10-97

Wanda Steckelberry
Notary Public

**THIRD AMENDMENT TO PROTECTIVE COVENANTS OF
PEYTON PINES FILING NO. 3**

The Protective Covenants of Peyton Pines Filing No. 3 ("Covenants") were originally recorded August 30, 1979 in the real property records of El Paso County, Colorado in Book 3221 at Page 565 and were first amended by an instrument recorded July 2, 1981 in Book 3451 at Page 638, and were amended a second time by an instrument recorded November 10, 1997 at Reception No. 97132023. Therefore, this Amendment constitutes the Third Amendment to the Protective Covenants of Peyton Pines Filing No. 3.

The Covenants are hereby amended as follows:

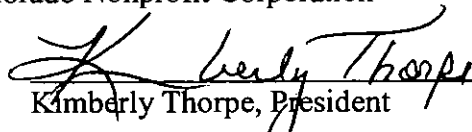
Article V, Section 4 Signs, shall be amended to read as follows: One "For Rent" or "For Sale" sign no larger than 24 x 36 inches shall be permitted. One entrance gate sign of a style and design as approved by the Committee shall be permitted. Otherwise, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered, or permitted on any Lot.

Article V, Section 28 Garage, shall be deleted in its entirety and shall be intentionally left blank.

Dated as of May 19, 2008

PEYTON PINES HOMEOWNERS ASSOCIATION, INC.
a Colorado Nonprofit Corporation

By:


Kimberly Thorpe, President

I certify that the foregoing Third Amendment to Protective Covenants of Peyton Pines Filing No. 3 is a true and accurate copy of the Amendment that was approved by an affirmative vote of two-thirds of the lot owners of Peyton Pines Filing No. 3, El Paso County, Colorado, pursuant to a ballot that was submitted to all lot owners in Filing No. 3 by the Peyton Pines Homeowners Association, Inc. I further certify that Kimberly Thorpe is President of the Peyton Pines Homeowners Association, Inc. and that I, Steve Whitaker, am the Secretary of the Association.

By:


Steve Whitaker, Secretary

Please return to:
DAVID C. CONLEY, P.C.
24 S. Weber St., Ste. 300
Colorado Springs, CO 80903

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El Paso County, CO



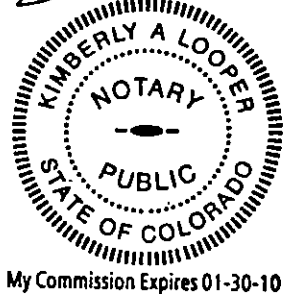
208059911

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

The foregoing instrument was acknowledged before me on this 19 day of May, 2008, by Kimberly Thorpe, President of Peyton Pines Homeowners Association, Inc, a Colorado Nonprofit Corporation.

My Commission Expires: 1/30/10

Kimberly A. Looper
Notary

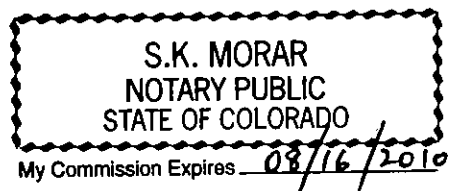


STATE OF COLORADO)
)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me on this 16th day of MAY, 2008, by Steve Whitaker, Secretary of Peyton Pines Homeowners Association, Inc., a Colorado Nonprofit Corporation.

My Commission Expires: 08/16/2010

S.K. Morar
Notary



WHEN RECORDED MAIL TO:

McCrary Law Offices, LLC
2627 Redwing Road, Ste. 325
Fort Collins, CO 80526

ROBERT C. "BOB" BALINK El Paso County, CO
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QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX -0-

ROGER L. BRADSHAW, a married man, 24707 E. Outer Belt Road, Greenwood, MO 64034, as GRANTOR, for and in consideration only of the payment of one dollar (\$1), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; hereby CONVEY AND QUITCLAIM to ROGER L. BRADSHAW AND ARLINE LYNN BRADSHAW, Trustees, or their successors in trust, under the ROGER L. BRADSHAW LIVING TRUST, dated July 30, 2010, and any amendments thereto.

The named beneficiaries being ROGER L. BRADSHAW AND ARLINE LYNN BRADSHAW, then as set forth in the trust. Address of GRANTEE: 24707 E. Outer Belt Road, Greenwood, MO 64034, the following described real estate interest in all oil, gas and other minerals and mineral interests of Grantors in, under, and upon the described land hereto attached, in the County of El Paso, State of Colorado, to wit:

PROPERTY ADDRESS: vacant land, El Paso County, Colorado

LEGAL DESCRIPTION: See attached Exhibit A

Dated this 20th of September 2010

[Signature]
ROGER L. BRADSHAW

STATE OF MISSOURI)

SS

COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me by ROGER L. BRADSHAW, on this 20th day of Sept 2010.

WITNESS my hand and official seal.

[Signature]
Signature of Notarial Officer

(Seal)

Notary Public
Title and Rank

My commission expires: mar 24, 2012

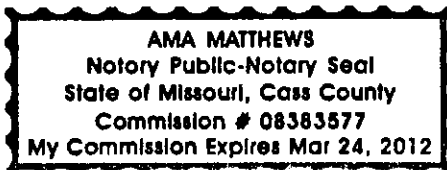


Exhibit A

LEGAL DESCRIPTION

All oil, gas, and other minerals and mineral rights of Grantors in and to the following described real property:

- (1) Southeast Quarter ($SE\frac{1}{4}$) of Section 34, Township 12 South, Range 61 West of the 6th P.M.
- (2) Lots 3 and 4 and the South half of the Northwest Quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 3 in Township 12 South, Range 62 West of the 6th P.M.
- (3) North half ($N\frac{1}{2}$) of Section 12, South half ($S\frac{1}{2}$) of Section 24, and North half ($N\frac{1}{2}$) of Section 25, Township 12 South, Range 63 West of 6th P.M.
- (4) The Southeast Quarter ($SE\frac{1}{4}$) of Section 7; the Southwest Quarter ($SW\frac{1}{4}$) of Section 17; the West half of the Northeast Quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$), the West half ($W\frac{1}{2}$), and the Southeast Quarter ($SE\frac{1}{4}$) of Section 18; the North half ($N\frac{1}{2}$) of Section 19; and that part of the Northwest Quarter ($NW\frac{1}{4}$) of Section 20 described as follows: Beginning at the Southwest corner of said Northwest Quarter ($NW\frac{1}{4}$) of said Section 20, thence East on the South line of said Northwest Quarter ($NW\frac{1}{4}$) 130 links, thence in a Northeasterly direction to a point on the East line of said Northwest Quarter ($NW\frac{1}{4}$), said point being 34 chains and 63 links North of the Southeast corner of said Northwest Quarter ($NW\frac{1}{4}$), thence North to the Northeast corner of said Northwest Quarter ($NW\frac{1}{4}$), thence West to the Northwest corner of said Northwest Quarter ($NW\frac{1}{4}$), thence South to the place of beginning; all in Township 11 South, Range 63 West of the 6th P.M.; the South half of the Southwest Quarter ($SW\frac{1}{4}$) of Section 12, the Northeast Quarter ($NE\frac{1}{4}$), the East half of the Northwest Quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$), the Southwest Quarter ($SW\frac{1}{4}$), and the East half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 13, all in Township 11 South, Range 64 West of the 6th P.M.

with all its appurtenances.

When Recorded send to:
LoneTree Energy & Associates. LLC
3 West Dry Creek Circle
Littleton, Colorado 80120

ROBERT C. "BOB" BALINK El Paso County, CO
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PAID-UP OIL AND GAS LEASE

Producers 88
Rocky Mountain 1989
(Paid-Up Rev.1996adc)

THIS AGREEMENT, made and entered into this 11th day of November, 2010, by and between Roger L. Bradshaw, a married man dealing in his sole and separate property, whose address is 24707 E. Outer Belt Road, Greenwood, MO 64034, hereinafter called lessor (whether one or more), and LoneTree Energy and Associates, LLC, whose address is 3 West Dry Creek Circle, Littleton, Colorado 80120, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ***TEN AND MORE*** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air; gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of El Paso, State of Colorado described as follows, to-wit:

Township 11 South, Range 63 West, 6th P.M.

Section 7: SE/4

Section 17: SW/4

Section 18: W/2NE/4, W/2, SE/4

Township 12 South, Range 61 West, 6th P.M.

Section 34: SE/4

Township 12 South, Range 62 West, 6th P.M.

Section 3: Lots 3(37.18), 4(37.29), S/2NW/4

Township 12 South, Range 63 West, 6th P.M.

Section 12: N/2

Section 24: N/2SE/4, SW/4

Section 24: S/2SE/4

Section 25: N/2

and containing 2,154.47 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from November 11, 2010 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipe line on the leased premises to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8th) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8th) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed; including associated fuel.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or

times surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the _____ Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer from a third party. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain

materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. For the above consideration, Lessee is granted an option to renew this lease under the same terms and provisions for an additional five (5) years from the end of the primary term hereof and as long thereafter as oil and gas is produced from said lands or lands pooled therewith. Lessee may exercise this option by paying to Lessor the sum of \$50.00 per net acre (as bonus and paid up rentals) prior to the expiration of said lease

WHEREOF witness my hand as of the day and year first above written.

LESSOR(S):

Roger L. Bradshaw
Roger L. Bradshaw, a married man dealing in his sole and separate property

STATE OF Missouri }
COUNTY OF Jackson } ss.

INDIVIDUAL ACKNOWLEDGEMENT

On this 20 day of November, 2010, before me, the undersigned authority, personally appeared Roger L. Bradshaw, a married man dealing in his sole and separate property, known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me he executed the same for the purposes therein stated.

Notary Signature Robyn A. Merkle
Printed Name of Notary: Robyn A. Merkle
Notary Public for the State of Missouri
Residing at: Lee's Summit MO
My Commission Expires: 7/30/2011

(Affix Notarial Seal/Stamp Above)

ROBYN A. MERKLE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: July 30, 2011
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