

COMMITMENT FOR TITLE INSURANCE

Issued by
Stewart Title Guaranty Company



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

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

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

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

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Stewart Title Guaranty Company





Frederick H. Eppinger
President and CEO



Denise Carraux
Secretary

COMMITMENT FOR TITLE INSURANCE

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <https://www.alta.org/>

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File Number: 20000331744-002

1. Effective Date: March 2, 2021

2. The policy or policies to be issued are:

a) ALTA Owner's Policy (06) Amount \$

Proposed Insured:

b) ALTA Mortgagee's Policy Amount \$

Proposed Insured:

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

Fee Simple

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

The City of Colorado Springs, a municipal corporation

Vesting documents: [Tract 1](#) – [Tract 2](#)

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

See Exhibit "A" attached hereto and made a part hereof.

COMMITMENT FOR TITLE INSURANCE

Exhibit "A" Legal Description

Tract 1:

The following described lands located in Township 16 South, Range 64 West of the 6th P.M., El Paso County, Colorado:

Section 19: The SE $\frac{1}{4}$ NW $\frac{1}{4}$; Lots 3 and 4 (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 30: Lots 1, 2, 3 and 4 (W $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$); E $\frac{1}{2}$ NW $\frac{1}{4}$ and the E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 31: Lots 1 and 2 (W $\frac{1}{2}$ NW $\frac{1}{4}$) and the E $\frac{1}{2}$ NW $\frac{1}{4}$

The following described lands located in Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado:

Section 13: All except the NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 14: E $\frac{1}{2}$

Section 23: E $\frac{1}{2}$

Section 24: All

Section 25: All

Section 26: NE $\frac{1}{4}$

Section 36: N $\frac{1}{2}$

Parcel ID: 56000-00-123

TRACT 2:

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:

Portions of Sections 11, 12 and 13, Township 16 South, Range 65 West and portions of Sections 7, 18 and 19, Township 16 South, Range 64 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

All of said Section 12;

The East Half of said Section 11;

The Northwest Quarter of the Northeast Quarter of said Section 13;

The Northeast Quarter of the Southwest Quarter and Government Lots 3 and 4 of said Section 7;

The East Half of the West Half and Government Lots 1, 2, 3 and 4 of said Section 18;

Government Lots 1 and 2 and the Northeast Quarter of the Northwest Quarter of said

Section 19;

EXCEPTING from said Sections 11 and 12 those portions described in [Book 5734 at Page 253](#).

Said Tracts are further described on the Land Survey [Plat No. 97902142](#) of the Records of El Paso County, Colorado and contain approximately 1341.96 acres, more or less.

Parcel ID: 56000-00-140

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – I

Requirements

File No.: 20000331744-001

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.

NOTE: The Company reserves the right to make any additional requirements and/or exceptions to this commitment and any subsequent Endorsements thereto upon review of all required documents or in otherwise ascertaining further details of the transaction.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – II

Exceptions

File No.: 20000331744-001

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Standard Exceptions:

1. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. General Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. 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.
 - e. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
 - f. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
 - g. Water rights, claims or title to water.

Special Exceptions:

THE FOLLOWING EXCEPTIONS APPLY TRACT 1

3. Tax exempt land.
4. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded November 10, 1880 in [Book 35 at Page 72](#) States. (Part Section 24 – 16S 65W)

5. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded December 31, 1880 in [Book 35 at Page 78](#). (Part Section 19 – 16S 64W)
6. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded September 22, 1881 in [Book 35 at Page 139](#). (Part Section 13 – 16S 65W)
7. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded September 22, 1881 in [Book 35 at Page 157](#). (Part Section 19 – 16S 64W)
8. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded February 10, 1885 in [Book 35 at Page 451](#). (Part Section 13, 14 and 15 – 16S 65W)
9. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded in June 19, 1888 in [Book 72 at Page 222](#). (Part Section 24 and 25 – 16S 65W)
10. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded in June 19, 1888 in [Book 72 at Page 223](#). (Section 23 – 16S 65W)
11. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded in June 19, 1888 in [Book 72 at Page 224](#). (Part Section 13 and 14 – 16S 65W)
12. Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded December 1, 1905 in [Book 143 at Page 491](#) reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and 2) rights of way for ditches and canals constructed under the authority of the United States. (Part Section 13 and 24– 16S 65W)
13. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded June 29, 1910 in [Book 54 at Page 79](#). (Part Section 24 and 25 – 16S 65W)
14. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the

same be found to penetrate or intersect the premises as reserved in United States Patent recorded in June 29, 1910 in [Book 54 at Page 80](#). (Part Section 25 and 26 – 16S 65W)

15. Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded June 29, 1910 in [Book 165 at Page 126](#) reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and 2) rights of way for ditches and canals constructed under the authority of the United States. (Part Section 13 – 16S 65W)
16. Grant of all interest in any and all minerals, ores and metals of every kind and character and all coal, asphaltum, oil and other like substances, by Quit Claim Deed recorded December 30, 1919 in [Book 595, Page 220](#), Official Records of El Paso County, Colorado, together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (Sections part 30 and 31 – 16S 64W also Section 36 – 16S 65W)
17. Reservation of all interest in all minerals, ores and metals of every kind and character and all coal, asphaltum, oil and other like substances, by Patent No. 3709 recorded July 2, 1920 in [Book 290, Page 204](#), Official Records of El Paso County, Colorado, together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (Sections part 30 and 31 – 16S 64W also Section 36 – 16S 65W)
18. Grant of Right of Way in favor of Ford, Bacon & Davis, Inc., a corporation organized under the laws of the State of New Jersey, recorded October 15, 1927 in [Book 798, Page 146](#), Official Records of El Paso County, Colorado; Special Warranty Deed dated June 5, 1928, between Ford, Bacon & Davis, Inc., a corporation organized under and by virtue of the laws of the State of New Jersey and Colorado Interstate Gas Company, a corporation organized under and by virtue of the laws of the State of Delaware, recorded July 19, 1928 in [Book 814, Page 324](#), Official Records of El Paso County, Colorado. (Sections 13, 14 & 24 – 16S 65W)
19. Grant of Right of Way in favor of Ford, Bacon & Davis, Inc., a corporation organized under the laws of the State of New Jersey, recorded December 1, 1927 in [Book 798, Page 201](#), Official Records of El Paso County, Colorado; Special Warranty Deed dated June 5, 1928, between Ford, Bacon & Davis, Inc., a corporation organized under and by virtue of the laws of the State of New Jersey and Colorado Interstate Gas Company, a corporation organized under and by virtue of the laws of the State of Delaware, recorded July 19, 1928 in [Book 814, Page 324](#), Official Records of El Paso County, Colorado. (Sections 13, 14, 24, 25 & 36 – 16S 65W)
20. Reservation of an undivided one-half interest in all the coal, oil, gas and minerals, by Warranty Deed recorded February 1, 1944 in [Book 1058, Page 171](#), together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (All of Section 14 and Part Sections 13, 23 & 24 – 16S 65W)
21. Reservation of an undivided one-half interest in all the coal, oil, gas and minerals, by Warranty Deed recorded January 23, 1948 in [Book 1159, Page 107](#), together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such

interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (All of Section 14 and Part Sections 13, 23 & 24 – 16S 65W)

22. Reservation of an undivided one-half of the grantors present interest in all the oil, gas and other minerals, by document recorded August 11, 1959 in [Book 1759, Page 474](#), together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (Sections 19, 30, 31 - 16S 64W and Sections 23, 24, 25, 26 & 36 – 16S 65W)
23. Grant of Right of Way in favor of Mountain View Electric Association, INC., a cooperative corporation, recorded December 26, 1962 in [Book 1939, Page 549](#), Official Records of El Paso County, Colorado. (Sections 13, 14 & 23 – 16S 65W)
24. Grant of Right of Way in favor of Mountain View Electric Association, INC., a cooperative corporation, recorded December 26, 1962 in [Book 1939, Page 557](#), Official Records of El Paso County, Colorado. (All Sections)
25. Easement in favor of Public Service Company of Colorado, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, recorded April 28, 1964 in [Book 2008, Page 693](#), Official Records of El Paso County, Colorado. (Sections 14 & 23 16S 65W)
26. Easement in favor of Public Service Company of Colorado, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, recorded July 9, 1964 in [Book 2023, Page 398](#), Official Records of El Paso County, Colorado; Consent to Easement, recorded July 9, 1964 in [Book 2023, Page 399](#), Official Records of El Paso County, Colorado. (Sections 23 & 26 16S 65W)
27. Grant of Right of Way in favor of Mountain View Electric Association, Colorado, recorded October 8, 1973 in [Book 2629, Page 435](#), Official Records of El Paso County, Colorado; Consent to Easement, recorded January 9, 1974 in [Book 2649, Page 15](#), Official Records of El Paso County, Colorado. (Sections 23 & 26 – 16S 65W)
28. Grant of Right of Way in favor of Mountain View Electric Association, Colorado, recorded February 25, 1974 in [Book 2657, Page 771](#), Official Records of El Paso County, Colorado; Consent to Easement, recorded February 25, 1974 in [Book 2657, Page 772](#), Official Records of El Paso County, Colorado; Consent to Easement , recorded February 25, 1974 in [Book 2657, Page 773](#), Official Records of El Paso County, Colorado. (Sections 14 & 23 – 16S 65W)
29. Revocable Easement in favor of Colorado Interstate Gas company, recorded April 15, 2002 as [RN 202059607](#), Official Records of El Paso County, Colorado. (Sections 23, 24 and 25 – 16S 65W)
30. Palmer – Williams Creek Wind/Solar Energy Generation Overlay Plan recorded February 13, 2019 as [RN 219015535](#), Official Records of El Paso County, Colorado. (Section 26 – 16S 65W)
31. Pipeline Crossing Agreement by and between Colorado Interstate Gas Company, LLC., a Delaware limited liability company and Palmer Solar, a Delaware limited liability company, recorded May 21, 2019 as [RN 219054799](#), Official Records of El Paso County, Colorado. (Sections 24 & 26 16S 65W)

THE FOLLOWING EXCEPTIONS APPLY TRACT 2

32. Tax exempt land.
33. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded November 3, 1880 in [Book 35 at Page 70](#). (Part Section 13 – 16S 65W)
34. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded July 16, 1881 in [Book 35 at Page 117](#). (Part Section 7 – 16S 64W)
35. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded November 5, 1881 in [Book 35 at Page 169](#). (Part Section 12 – 16S 65W)
36. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded January 14, 1885 in [Book 35 at Page 353](#). (Part Section 12 – 16S 65W)
37. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded January 16, 1885 in [Book 35 at Page 370](#). (Part Section 12 – 16S 65W)
38. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded June 18, 1888 in [Book 72 at Page 227](#). (Part Section 11 – 16S 65W)
39. Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, dated December 1, 1891 Bureau of Land Management [Book 122, Page 278](#), Certificate No. 7038 reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and 2) rights of way for ditches and canals constructed under the authority of the United States. (Part Section 18 – 16S 64W)
40. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded November 18, 1907 in [Book 55 at Page 224](#). (Part Section 7 – 16S 64W)
41. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof, including the reservation of a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 22, 1922 in [Book 575 at Page 481](#). (Part Section 18 & 19)

– 16S 64W)

42. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof, including the reservation of a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 27, 1928 in [Book 165 at Page 436](#). (Part Section 18 & 19 – 16S 64W)
43. Grant of Right of Way in favor of Ford, Bacon & Davis, Inc., a corporation organized under the laws of the State of New Jersey, recorded December 1, 1927 in [Book 798, Page 202](#), Official Records of El Paso County, Colorado; Special Warranty Deed dated June 5, 1928, between Ford, Bacon & Davis, Inc., a corporation organized under and by virtue of the laws of the State of New Jersey and Colorado Interstate Gas Company, a corporation organized under and by virtue of the laws of the State of Delaware, recorded July 19, 1928 in [Book 814, Page 324](#), Official Records of El Paso County, Colorado. (Section 11 – 16S 65W)
44. Reservation of all interest in oil, gas and other minerals, recorded February 4, 1931 in [Book 854, Page 412](#), Official Records of El Paso County, Colorado, together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (N2 - Section 12 – 16S 65W)
45. Reservation of all interest in all mineral rights recorded June 15, 1931 in [Book 861, Page 313](#), Official Records of El Paso County, Colorado, together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (E2,SW,SW - Section - 7 – 16S 64)
46. Reservation of all interest in all minerals, oil and gas recorded June 29, 1940 in [Book 982, Page 357](#), Official Records of El Paso County, Colorado, together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (NW,SW & W2,SW,SW - Section 7 – 16S 64W also All of Sections 11 & 12 – 16S 65W)
47. Reservation of Road in Quit Claim Deed recorded March 26, 1941 in [Book 978, Page 522](#), Official Records of El Paso County, Colorado (E2,SW,SW of Section 7 – 16S 64W)
48. Reservation of all interest in all minerals, oil and gas recorded February 5, 1943 in [Book 1019, Page 228](#), Official Records of El Paso County, Colorado, together with the appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (Lots 3 & 4 Section 18 and Lots 1 & 2 of Section 19 – 16S 64W)
49. Easement in favor of Public Service Company of Colorado, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, recorded May 21, 1964 in [Book 2014, Page 355](#), Official Records of El Paso County, Colorado. (Section 11 – 16S 65W)
50. Grant of Right of Way in favor of Mountain View Electric Association, Incorporated, a corporation

organized and existing under the laws of the State of Colorado, recorded March 8, 1974 in [Book 2660, Page 594](#), Official Records of El Paso County, Colorado. (Section 11 – 16S 65W)

THE FOLLOWING EXCEPTIONS APPLY TRACTS 1 & 2

51. Right of Way for County Roads 30 feet wide on either side of Section and Township lines, as established by the Board of County Commissioners for El Paso County, Colorado, in instrument recorded October 3, 1887 in Road Record [Book A, Page 78](#), Official Records of El Paso County, Colorado.
52. Memorandum of License dated September 19, 2019 executed between Colorado Springs Utilities, a Colorado home rule city and municipal corporation, and Palmer Solar LLC, a Delaware limited liability company, recorded October 1, 2019 as [RN 219121018](#), Official Records of El Paso County, Colorado.
53. Re-recorded Memorandum of License dated September 19, 2019 executed between Colorado Springs Utilities, a Colorado home rule city and municipal corporation, and Palmer Solar LLC, a Delaware limited liability company, recorded December 6, 2019 as [RN 21953978](#), Official Records of El Paso County, Colorado.
54. Memorandum of Lease Pike Solar Photovoltaic and Bess Project dated September 14, 2020 executed between The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities, and Pike Solar LLC, recorded September 16, 2020 as [RN 220144373](#), Official Records of El Paso County, Colorado.
55. Revocable License from the City of Colorado Springs, Colorado on behalf of Colorado Springs Utilities to Mountain View Electric Association, Inc. for Electric Service for The Solar Farm Substation, dated December 5th, 2020 and recorded on December 6th, 2020 as [RN 219154070](#), Official Records of El Paso County, Colorado.
56. Administratively Approved Permit from El Paso County Board of Commissioners to Palmer Solar, LLC for Construction of the Palmer-Williams Creek Solar Array Project, dated February 21st, 2019 and recorded December 9th, 2020 as [RN 220200980](#), Official Records of El Paso County, Colorado.
57. Special Warranty Deed from Corundum Properties V, LLC to The City of Colorado Springs, Colorado, dated December 11th, 2020 and recorded on December 11th, 2020 as [RN 220203107](#), Official Records, El Paso County, Colorado.
58. Special Warranty Deed (Correction) from Corundum Properties V, LLC to The City of Colorado Springs, Colorado, dated December 11th, 2020 and recorded on December 14th, 2020 as [RN 220203385](#), Official Records, El Paso County, Colorado.

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1990 JAN 18 PM 3:56

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK PAGE
5704 436

WARRANTY DEED

JOHN VENEZIA, whose address is 7710 N. Union Boulevard,¹⁵⁰⁰
Colorado Springs, Colorado 80920, in the County of El Paso and
State of Colorado, for the consideration of TEN DOLLARS, in hand
paid, hereby sells and conveys to the City of Colorado Springs, a
municipal corporation, whose address is 30 S. Nevada Avenue
(Post Office Box 1575), Colorado Springs, Colorado 80903, in the
County of El Paso and State of Colorado, the following real
property in the County of El Paso and State of Colorado, to wit:

See Exhibit A attached hereto,

with all its appurtenances, including all ground water rights,
and warrants the title to the same, subject to the matters
indicated on Exhibit B attached hereto.

Signed this 16th day of January, 1990.


JOHN VENEZIA


STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing Warranty Deed was acknowledged before me
this 16th day of January, 1990, by John Venezia.

Witness my hand and official seal.

My commission expires: My Commission Expires Sept. 13, 1992




Notary Public

ve:williams.wd
(1/11/90)

STATE DOCUMENTARY

JAN 18 '90

FEE \$ none

NO DOC
FEE

1 18 1990

EXHIBIT A

BOOK PAGE
5704 437

Case No. H703962W
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LANDS LOCATED IN TOWNSHIP 16 SOUTH, RANGE 64
WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO:

SECTION 19: THE SE 1/4 NW 1/4; LOTS 3 AND 4 (W 1/2 SW 1/4) AND THE E
1/2 SW 1/4

SECTION 30: LOTS 1, 2, 3 AND 4 (W 1/2 NW 1/4 AND W 1/2 SW 1/4); E
1/2 NW 1/4 AND THE E 1/2 SW 1/4

SECTION 31: LOTS 1 AND 2 (W 1/2 NW 1/4) AND THE E 1/2 NW 1/4

THE FOLLOWING DESCRIBED LANDS LOCATED IN TOWNSHIP 16 SOUTH, RANGE 65
WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO:

SECTION 13: ALL EXCEPT THE NW 1/4 NE 1/4

SECTION 14: E 1/2

SECTION 23: E 1/2

SECTION 24: ALL

SECTION 25: ALL

SECTION 26: NE 1/4

SECTION 36: N 1/2

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BOOK PAGE
5704 438

EXHIBIT B

1. Real Property Taxes for the Year 1989, payable in 1990. Grantor will pay these taxes when they become due.
2. PATENT RESERVATION OF MINERAL AND MINERAL RIGHTS BY THE STATE OF COLORADO, AND CONVEYANCE OF MINERALS AND MINERAL RIGHTS TO THE STATE OF COLORADO AS CONTAINED IN INSTRUMENTS RECORDED IN BOOK 290 AT PAGE 204 AND IN BOOK 595 AT PAGE 220 AND ALL SUBSEQUENT INSTRUMENTS OF RECORD PERTAINING THERETO. (SECTIONS 30, 31 AND 36)
3. RIGHT OF WAY FOR UTILITY PURPOSES CONVEYED TO FORD, BACON AND DAVIS AND SUBSEQUENTLY CONVEYED TO COLORADO INTERSTATE GAS COMPANY AS CONTAINED IN INSTRUMENTS RECORDED IN BOOK 798 AT PAGES 146 AND 201 AND IN BOOK 814 AT PAGE 324. (SECTIONS 14, 24, 25 AND 36)
4. RESERVATION OF A ONE-HALF INTEREST IN MINERALS AND MINERAL RIGHTS BY FRANCES O. HEIZER IN INSTRUMENT RECORDED IN BOOK 1058 AT PAGE 171. (SECTIONS 23 AND 24)
5. RESERVATION OF A ONE-HALF INTEREST IN MINERALS AND MINERAL RIGHTS BY VICTOR P. TIPPETT AND ERGEAL B. TIPPETT IN INSTRUMENT RECORDED IN BOOK 1759 AT PAGE 474. (SECTIONS 19, 30, 23, 24, 25 AND 36)
6. RIGHT OF WAY EASEMENTS FOR UTILITY PURPOSES GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. BY INSTRUMENTS RECORDED IN BOOK 1937 AT PAGES 549 AND 557, IN WHICH THE SPECIFIC LOCATION IS UNDEFINED. (AFFECTS ALL SECTIONS)
7. EASEMENTS FOR UTILITY PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENTS RECORDED IN BOOK 2008 AT PAGE 693 AND IN BOOK 2023 AT PAGE 398. (SECTIONS 23 AND 26)
8. RIGHT OF WAY AND EASEMENT FOR UTILITY PURPOSES GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED BY INSTRUMENT RECORDED IN BOOK 2629 AT PAGE 435. (SECTIONS 23 AND 26)
9. RIGHT OF WAY AND EASEMENT FOR UTILITY PURPOSES GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED BY INSTRUMENT RECORDED IN BOOK 2657 AT PAGE 771. (SECTIONS 23 AND 26)

097022192

97 FEB 28 AM 9:27

192

WARRANTY DEED

J. PATRICIA KELLY
EL PASO COUNTY CLERK1000
100

THIS DEED, Made this day of February 24, 1997, between
ALEXANDER F. KANE TRUST U/A

STATE DOCUMENTARY

FEB 28 1997

FEE none

of the County of EL PASO and State of COLORADO, grantor,
and

CITY OF COLORADO SPRINGS, A MUNICIPAL CORPORATION, ON
BEHALF OF ITS ENTERPRISE, COLORADO SPRINGS UTILITIES

whose legal address is 8 S. NEVADA AVENUE, #410,
COLORADO SPRINGS, CO 80903 of the County of EL PASO and
State of COLORADO, grantee:

WITNESSETH, that the grantor, for and in consideration of the sum of \$1,610,352.00 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, 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:

PORTIONS OF SECTIONS 11, 12, AND 13, TOWNSHIP 16 SOUTH, RANGE 65 WEST
AND PORTIONS OF SECTIONS 7, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE
64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 12; THE EAST HALF OF SAID SECTION 11; THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 3
AND 4 OF SAID SECTION 7; THE EAST HALF OF THE WEST HALF AND
GOVERNMENT LOTS 1, 2, 3, AND 4 OF SAID SECTION 18; OF SAID SECTION
19, EXCEPTING FROM SAID SECTIONS 11 AND 12 THOSE PORTIONS
DESCRIBED IN BOOK 5734 AT PAGE 253.

SAID TRACTS ARE FURTHER DESCRIBED ON THE LAND SURVEY PLAT DEPOSITED ON
1997 AT N/A O'CLOCK N/A IN BOOK N/A OF THE LAND SURVEY PLATS AT PAGES N/A
DEPOSIT NO. 97902142 OF THE RECORDS OF EL PASO COUNTY, COLORADO AND CONTAIN
APPROXIMATELY 1341.96 ACRES, MORE OR LESS.

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., SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee, their heirs and assigns forever. And the said grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the enrolling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and infeasible 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, A LIEN BUT NOT YET DUE OR PAYABLE, EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY,

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

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

ALEXANDER F. KANE TRUST U/A

BY BANK ONE, COLORADO SPRINGS, N.A., TRUSTEE

BY SUSAN B. LAABS, VICE PRESIDENT, TRUST OFFICER

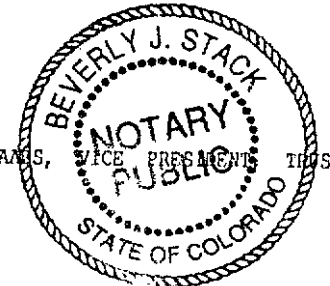
STATE OF Colorado)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this day of February 24, 1997 by

ALEXANDER F. KANE TRUST U/A BY BANK ONE, COLORADO SPRINGS, N.A., TRUSTEE BY SUSAN B. LAABS, VICE PRESIDENT, TRUST OFFICER

My Commission expires: October 28, 2000

Witness my hand and official seal.



Beverly J. Stack
Notary Public: BEVERLY J. STACK

D.F.D.

EXHIBIT "A"

"THIS CONVEYANCE INCLUDES ALL OF GRANTOR'S OIL, GAS AND MINERAL RIGHTS IN THE ABOVE DESCRIBED PROPERTIES RECOGNIZING THAT GRANTOR HAS A TRANSFERABLE CONTRACTUAL 12.5% ROYALTY INTEREST IN ANY OIL, GAS OR MINERALS PRODUCED FROM SAID RIGHTS BY GRANTEE. GRANTEE SHALL HAVE SOLE DISCRETION TO DETERMINE WHETHER ANY SUCH OIL, GAS OR MINERALS SHALL BE PRODUCED, AND IF SO, WHAT PRODUCTION MEANS ARE EMPLOYED SO AS TO PRECLUDE INTERFERENCE WITH GRANTEE'S INTENDED USES OF THE PROPERTIES CONVEYED, AND GRANTOR RETAINS NO OWNERSHIP INTEREST IN THE UNDERLYING OIL, GAS OR MINERAL RIGHTS CONVEYED AND SHALL HAVE NO RIGHT AS A RESULT OF GRANTOR'S CONTRACTUAL 12.5% ROYALTY INTEREST OR OTHERWISE TO PRODUCE ANY OIL, GAS OR MINERALS FROM THE OIL, GAS OR MINERAL RIGHTS CONVEYED OR TO ENTER THE PROPERTIES CONVEYED FOR PURPOSES OF PRODUCING OIL, GAS OR MINERALS FROM THE OIL, GAS AND MINERAL RIGHTS CONVEYED."

097046158

97 APR 25 AM 11:28

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

097022192

97 FEB 28 AM 9:27

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

WARRANTY DEED

THIS DEED, Made this day of February 24, 1997, between
ALEXANDER F. KANE TRUST U/A

of the County of EL PASO and State of COLORADO, grantor,
and

CITY OF COLORADO SPRINGS, A MUNICIPAL CORPORATION, ON
BEHALF OF ITS ENTERPRISE, COLORADO SPRINGS UTILITIES

whose legal address is 8 S. NEVADA AVENUE, #410,
COLORADO SPRINGS, CO 80903 of the County of EL PASO and
State of COLORADO, grantee:

STATE DOCUMENTARY

FEB 24 1997

FEE *more*
STATE DOCUMENTARY

APR 25 1997

FEE *clean*

WITNESSETH, that the grantor, for and in consideration of the sum of \$1,610,352.00 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, 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:

THIS DOCUMENT IS BEING RERECORDED TO CORRECT LEGAL DESCRIPTION.

PORTIONS OF SECTIONS 11, 12, AND 13, TOWNSHIP 16 SOUTH, RANGE 65 WEST
AND PORTIONS OF SECTIONS 7, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE
64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 12; THE EAST HALF OF SAID SECTION 11; THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 3
AND 4 OF SAID SECTION 7; THE EAST HALF OF THE WEST HALF AND
GOVERNMENT LOTS 1, 2, 3, AND 4 OF SAID SECTION 18; *OF SAID SECTION
19, EXCEPTING FROM SAID SECTIONS 11 AND 12 THOSE PORTIONS
DESCRIBED IN BOOK 5734 AT PAGE 253.

SAID TRACTS ARE FURTHER DESCRIBED ON THE LAND SURVEY PLAT DEPOSITED ON
1997 AT N/A O'CLOCK N/A IN BOOK N/A OF THE LAND SURVEY PLATS AT PAGES N/A
DEPOSIT NO. 97902142 OF THE RECORDS OF EL PASO COUNTY, COLORADO AND CONTAIN
APPROXIMATELY 1341.96 ACRES, MORE OR LESS.

*GOVERNMENT LOTS 1 AND 2 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER

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., SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said
grantee, their heirs and assigns forever. And the said grantor, for himself, his heirs, and personal representatives,
does covenant, grant, bargain and agree to and with the grantee, their heirs and assigns, that at the time of the
onsealing and delivery of these presents, 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 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, A LIEN BUT NOT YET DUE OR PAYABLE, EASEMENTS,
RESTRICTIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY,

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

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

ALEXANDER F. KANE TRUST U/A

BY BANK ONE, COLORADO SPRINGS, N.A., TRUSTEE

BY SUSAN B. LAVIS, VICE PRESIDENT, TRUST OFFICER

STATE OF Colorado)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this day of February 24, 1997 by

ALEXANDER F. KANE TRUST U/A BY BANK ONE, COLORADO SPRINGS, N.A., TRUSTEE BY SUSAN B. LAVIS, VICE PRESIDENT, TRUST
OFFICER

My Commission expires: October 28, 2000

Witness my hand and official seal.



Notary Public: BEVERLY J. STACK

DOC FEE \$().00

EXHIBIT "A"

"THIS CONVEYANCE INCLUDES ALL OF GRANTOR'S OIL, GAS AND MINERAL RIGHTS IN THE ABOVE DESCRIBED PROPERTIES RECOGNIZING THAT GRANTOR HAS A TRANSFERABLE CONTRACTUAL 12.5% ROYALTY INTEREST IN ANY OIL, GAS OR MINERALS PRODUCED FROM SAID RIGHTS BY GRANTEE. GRANTEE SHALL HAVE SOLE DISCRETION TO DETERMINE WHETHER ANY SUCH OIL, GAS OR MINERALS SHALL BE PRODUCED, AND IF SO, WHAT PRODUCTION MEANS ARE EMPLOYED SO AS TO PRECLUDE INTERFERENCE WITH GRANTEE'S INTENDED USES OF THE PROPERTIES CONVEYED, AND GRANTOR RETAINS NO OWNERSHIP INTEREST IN THE UNDERLYING OIL, GAS OR MINERAL RIGHTS CONVEYED AND SHALL HAVE NO RIGHT AS A RESULT OF GRANTOR'S CONTRACTUAL 12.5% ROYALTY INTEREST OR OTHERWISE TO PRODUCE ANY OIL, GAS OR MINERALS FROM THE OIL, GAS OR MINERAL RIGHTS CONVEYED OR TO ENTER THE PROPERTIES CONVEYED FOR PURPOSES OF PRODUCING OIL, GAS OR MINERALS FROM THE OIL, GAS AND MINERAL RIGHTS CONVEYED."

THE

UNITED STATES OF AMERICA.

Certificate No. 506

To all to whom these presents shall come—GREETING:

*Whereas, William A. Rose of Adams County Colorado Territory**has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado Territory whereby it appears that full payment has been made by the said William A. Rose**according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for The North West Quarter of the South East Quarter of Section Twenty-Two, in Township Eleven North of Range Sixty-four West, in the District of Lands subject to sale at Pueblo Colorado Territory containing Forty acres**according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said William A. Rose**NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said William A. Rose**and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said William A. Rose and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.**IN TESTIMONY WHEREOF, I, William A. Grant* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.*GIVEN under my hand, at the City of Washington, the Fifth day of March in the year of our Lord one thousand eight hundred and Seventy Three and of the independence of the United States the Ninety-Seventh*

Recorded, Vol.

By the President: W. A. Grant

Page 177

*W. A. Grant**By the Secretary: W. A. Grant*

Secretary of the General Land Office

Filed for Record the

10

day of

Nov

A. D. 1873

at

5

o'clock P. M.

THE

UNITED STATES OF AMERICA.

Certificate No. 1840

To all to whom these presents shall come—GREETING:

*Whereas, Joseph H. Lindley of Adams County Colorado**has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado whereby it appears that full payment has been made by the said Joseph H. Lindley**according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts Supplemental thereto for the South West Quarter of the North West Quarter of Section Ten in Township Eleven South of Range Sixty-four West, in the District of Lands subject to sale at Pueblo Colorado containing Forty acres**according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Joseph H. Lindley**NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Joseph H. Lindley**and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Joseph H. Lindley and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.**IN TESTIMONY WHEREOF, I, R. B. Hayes* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.*GIVEN under my hand, at the City of Washington, the Fifth day of October in the year of our Lord one thousand eight hundred and Seventy Three and of the independence of the United States the Ninety-Seventh*

Recorded, Vol.

By the President: R. B. Hayes

Page 411

*R. B. Hayes**By the Secretary: W. A. Grant*

Secretary of the General Land Office

Filed for Record the

18

day of

Nov

A. D. 1873

at

125

o'clock P. M.

Or

THE

UNITED STATES OF AMERICA.

Certificate No. *836*

To all to whom these presents shall come—GREETING:

Whereas, *Edward Sylvester of El Paso County, Colorado Territory*
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *ueblo Colorado Territory* whereby it appears that full payment has been made by the said *Edward Sylvester*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *The North West Quarter of the South West Quarter of Section Nineteen, in Township Sixteen, South, of Range Sixty-four West, in the District of Lands Subject to Sale at Pueblo, Colorado Territory, containing thirty eight acres and eighteen hundredths of an acre.*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Edward Sylvester*

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Edward Sylvester*

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Edward Sylvester*

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *Ulysses S. Grant* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the *Twenty-sixth* day of *April* in the year of our Lord one thousand eight hundred and *Twenty-four* and of the independence of the United States the *Ninety-Eighth*

Recorded, Vol. *2*Page *491*

By the President:

U. S. Grant

By

A. D. Williamson

Secretary.

Recorder of the General Land Office.

Filed for Record the

31st

day of

*December*A. D. 18*80*at *1³⁰*o'clock *P.* M.

THE
UNITED STATES OF AMERICA

Certificante No. 70

To all to whom these presents shall come—**GREETING:**

Wherras, San Mateo, Alameda County, California.

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at _____ whereby it appears that full payment has been made by the said _____

According to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," ~~for~~ and the acts Supplemental thereto, I have the honor to inform you that the south-east Quarter of Section Twenty seven, Township Sixteen North, Range Ten East, Second Principal Meridian, and the south-east Quarter and the south-west Quarter of the same section situated in the Township Fifteen South, of Range Ten East, Second Principal Meridian, are subject to Sale at Public Auction.

According to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tracts have been purchased by the said

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said

and to his heirs, the said Tract above described: **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *John Davis*

and to ^{the} heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, William N. Hayes President of the
United States of America, have caused these letters to be made Patent, and the Seal
of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twenty Fifth
day of NOVEMBER in the year of our Lord one thousand eight hundred
and thirty nine and of the independence of the United States the

Why the President:

J. H. Clark

10

Wm. C. Cook

Summary

Records of the General Land Office

Filed for Record

day of Sept.

A. D. 1881. 52. 0

THE
UNITED STATES OF AMERICA.

Certificate No. 2069

To all to whom these presents shall come—GREETING:

Whereas, JES. C. HENSON of El Paso County, Colorado,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said GEX. REYNOLDS.

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the North-East Quarter of the North-East Quarter of Section thirteen, in Township Sixteen South, of range Sixty-five west of the Sixth principal meridian, in Colorado, Contain-
ing forty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Trust has been purchased by the said City of Phoenix

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said.....

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said REV. ARCHBISHOP

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, James A. Confield President of the
United States of America, have caused these letters to be made Patent, and the Seal
of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *Twenty First*
day of *MARCH* in the year of our Lord one thousand eight hundred
and *Eighty one* and of the independence of the United States the

100

James A. Garfield

Wm. H. Crook.

Abstract

Records of the General Land Office

Filed for Record the

day of Sept

A. D. 1881, at _____ o'clock

THE
UNITED STATES OF AMERICA.

Certificate No. 2041

To all to whom these presents shall come—GREETING:

Whereas, *C.A. Rehrens, of El Paso County, Colorado*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Pueblo, Colorado* whereby it appears that full payment has been made by the said *C.A. Rehrens*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *the South-East Quarter of the North-West Quarter, the East Half of the South-West Quarter, and the South-West Quarter of the South-West Quarter of Section nineteen in Township Sixteen South of Range Sixty-Two west of the Sixth Principal meridian, in Colorado, containing one hundred and fifty-eight acres and one hundredth of an acre:*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *C.A. Rehrens*

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *C.A. Rehrens*

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *C.A. Rehrens*

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *Catherton B. Hayes*

President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *Tenth* day of *December* in the year of our Lord one thousand eight hundred and *Eighty* and of the independence of the United States the *one hundred and fifth*



Recorded, Vol. 5

By the President:

By

Secretary.

Page 19.

Recorder of the General Land Office.

Filed for Record the

day of

A. D. 1881, at

o'clock P. M.

THE
UNITED STATES OF AMERICA.

Certificate No. 2218.

To all to whom these presents shall come—GREETING:

Whereas, George A. Baldrick of Esas County, Colorado
has deposited in the General Land Office of the United States a Certificate of the Register of the
Land Office at Pueblo, Colorado whereby it appears that full payment has
been made by the said George A. Baldrick

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act
making further provision for the sale of the Public Lands," ~~for and the acts supplemental thereto, for~~
the southwest quarter of the south east quarter of section five in township
Eleven south of range six west of the sixth Principal Meridian in
Colorado, containing four acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office
by the Surveyor General, which said Tract has been purchased by the said George A. Baldrick

NOW KNOW YE, that the United States of America, in consideration of the premises, and in
conformity with the several Acts of Congress in such case made and provided, have given and
granted, and by these presents do give and grant unto the said George A. Baldrick

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same,
together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto
belonging, unto the said George A. Baldrick
and to his heirs and assigns forever; subject to any vested and accrued water rights for
mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in
connection with such water rights, as may be recognized and acknowledged by the local customs,
laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract
and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby
granted, as provided by law.

IN TESTIMONY WHEREOF, I, Chester A. Arthur President of the
United States of America, have caused these letters to be made Patent, and the Seal
of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twelfth
day of April in the year of our Lord one thousand eight hundred
and eighty-two and of the independence of the United States the
one hundred and sixteenth

Recorded, Vol. 5
Page 120

By the President: Chester A. Arthur

M. H. Crook Secretary
Secretary of the General Land Office.

Filed for Record the

10 day of

Feb

A. D. 1882, at 9 o'clock P. M.

THE
UNITED STATES OF AMERICA.

Certificate No. 3087

To all to whom these presents shall come—GREETING:

Whereas, Andrew P. Callahan of Arapahoe County, Colorado
has deposited in the General Land Office of the United States a Certificate of the Register of the
Land Office at Pueblo, Colorado whereby it appears that full payment has
been made by the said Andrew P. Callahan

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act
making further provision for the sale of the Public Lands," ~~for and the acts supplemental thereto, for~~
the north half of the north west quarter and the south half of the north east quarter
of section fourteen, the north half of the south east quarter of section fifteen and the
north half of the north west quarter of section thirteen in township six town
South of range six west of the Sixth Principal Meridian in Colorado
containing thirty hundred and twenty acres
according to the Official Plat of the Survey of the said Lands, returned to the General Land Office
by the Surveyor General, which said Tract has been purchased by the said Andrew P. Callahan

NOW KNOW YE, that the United States of America, in consideration of the premises, and in
conformity with the several Acts of Congress in such case made and provided, have given and
granted, and by these presents do give and grant unto the said Andrew P. Callahan

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same,
together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto
belonging, unto the said Andrew P. Callahan
and to his heirs and assigns forever; subject to any vested and accrued water rights for
mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in
connection with such water rights, as may be recognized and acknowledged by the local customs,
laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract
and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby
granted, as provided by law.

IN TESTIMONY WHEREOF, I, Chester A. Arthur President of the
United States of America, have caused these letters to be made Patent, and the Seal
of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the fifth
day of December in the year of our Lord one thousand eight hundred
and eighty-four and of the independence of the United States the
one hundred and ninth

Recorded, Vol. 6
Page 182

By the President: Chester A. Arthur

M. M. Haines Secretary
Secretary of the General Land Office.

Filed for Record the

10 day of

Feb

A. D. 1882, at 5 o'clock P. M.

THE UNITED STATES OF AMERICA.

Certificate No. 4185

To all to whom these presents shall come, GREETING:

Whereas, Frederic L. Martin of El Paso County, Colorado,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado whereby it appears that full payment has been made by the said Frederic L. Martin

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental hereto for the North east quarter of the North east quarter, the west half of the North west quarter, and the South west quarter of Section twenty four and the North west quarter and the North half of the South west quarter of Section twenty five in Township fifteen South of range sixty four west of the 10th Principal Meridian in Colorado containing five hundred and twenty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Frederic L. Martin

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Frederic L. Martin

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Frederic L. Martin

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the twenty eighth day of April in the year of our Lord one thousand eight hundred and eighty eight and of the independence of the United States the One hundred and twenty eighth

By the President: Grover Cleveland

By M. McKean Secretary.

Recorder of the General Land Office.

Recorded, Vol. 8

Page 156

Filed for Record the 19 day of June A. D. 1888, at 4³⁰ o'clock P. M.

THE UNITED STATES OF AMERICA.

Certificate No. 4185

To all to whom these presents shall come, GREETING:

Whereas, Frederic L. Martin of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said Frederic L. Martin

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts Supplemental thereto, for the North-east quarter of the North-east quarter, the west half of the North-east quarter, and the South-west quarter of Section twenty-four, Township sixteen South of Range Sixty-five West of the Sixth Principal Meridian in Colorado, containing five hundred and twenty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Frederic L. Martin

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Frederic L. Martin

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Frederic L. Martin and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty eighth day of April in the year of our Lord one thousand eight hundred and eighty eight and of the independence of the United States the One hundred and twentieth

By the President: Grover Cleveland

By M. McKean
Recorder of the General Land Office.

Filed for Record the 19 day of June A. D. 1888, at 4³⁰ o'clock P. M.



THE UNITED STATES OF AMERICA.

Certificate No. 4184

To all to whom these presents shall come, GREETING:

Whereas, Frederic L. Martin of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said Frederic L. Martin

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts Supplemental thereto, for the South half of the North-east quarter and all of the South-east quarter of Section fifteen and all of Section twenty-three in Township sixteen South of Range Sixty-five West of the Sixth Principal Meridian in Colorado, containing Eight hundred and eighty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Frederic L. Martin

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Frederic L. Martin

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Frederic L. Martin

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty eighth day of April in the year of our Lord one thousand eight hundred and eighty eight and of the independence of the United States the One hundred and twentieth

By the President: Grover Cleveland

By M. McKean
Recorder of the General Land Office.

Filed for Record the 19 day of June A. D. 1888, at 4³⁰ o'clock P. M.



THE UNITED STATES OF AMERICA.

Certificate No. 1181

To all to whom these presents shall come, GREETING:

Whereas,

as is certified in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and to the acts supplemental thereto, for the South half of the North east quarter, and all of the South east quarter of Section fifteen and all of Section twenty three in Township Sixteen South of Range Sixty five West of the Sixth Principal Meridian, Colorado, containing Eight hundred and eighty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland, President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twenty eighth day of April, in the year of our Lord one thousand eight hundred and eighty eight, and of the independence of the United States the One hundred and twentieth

By the President: Grover Cleveland

By the Secretary: M. McKean

Recorder of the General Land Office.

Recorded, Vol. 119, Page 116

Filed for Record the 11th day of June, A. D. 1888, at 4:15 o'clock P. M.

THE UNITED STATES OF AMERICA.

Certificate No. 1181

To all to whom these presents shall come, GREETING:

Whereas, Frederic S. Martin of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and to the acts supplemental thereto, for the South half of the North east quarter, and all of the South east quarter of Section fifteen and all of Section twenty three in Township Sixteen South of Range Sixty five West of the Sixth Principal Meridian, Colorado, containing Eight hundred and eighty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland, President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twenty eighth day of April, in the year of our Lord one thousand eight hundred and eighty eight, and of the independence of the United States the One hundred and twentieth

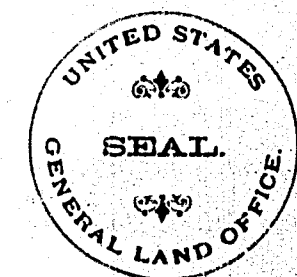
By the President: Grover Cleveland

By the Secretary: M. McKean

Recorder of the General Land Office.

Recorded, Vol. 119, Page 115

Filed for Record the 19th day of June, A. D. 1888, at 4:30 o'clock P. M.



THE UNITED STATES OF AMERICA.

Certificate No. 1183

To all to whom these presents shall come, GREETING:

Whereas, Frederic L. Martin of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said Frederic L. Martin

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts Supplemental thereto, for the South half of the North east quarter the South east quarter of the North west quarter, the North east quarter of the South west quarter and all of the South east quarter of Section thirteen and the South half of the North east quarter, the South half of the North west quarter and all of the South half of Section fourteen in township sixteen South of range thirty five West of the Sixth Principal Meridian in Colorado containing eight hundred acres according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Frederic L. Martin

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Frederic L. Martin

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Frederic L. Martin

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the twenty eighth day of April in the year of our Lord one thousand eight hundred and eighty eight and of the independence of the United States the One Hundred and twelfth

By the President: Grover Cleveland

Recorded, Vol. 8

Page 144

Robt W Ross

By W McKean

Secretary.

Recorder of the General Land Office.

Filed for Record the 19 day of June A. D. 1888, at 4:34 o'clock P.M.

THE UNITED STATES OF AMERICA.

CERTIFICATE No. 4984

To all to whom these presents shall come, GREETING:

Whereas, *James Wade of El Paso County, Colorado*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Pueblo, Colorado* whereby it appears that full payment has been made by the said*James Wade*

according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the *West half of the South West quarter of the South West quarter of the South West quarter of the North West quarter of Section Twentyfour in Township fourteen South of Range Sixtyfour Thirty of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *James Wade*

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *James Wade*

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

James Wade and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, *Benjamin Harrison* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

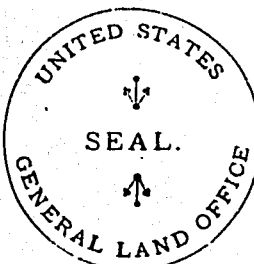
GIVEN under my hand, at the City of Washington, the *fourteenth* day of *April* in the year of our Lord one thousand eight hundred and *Ninety one* and of the independence of the United States the one hundred and *fifteenth*

By the President: *Benjamin Harrison*By *W. H. Keane* Secretary.By *W. H. Keane* Recorder of the General Land Office.

Recorded, Vol. 10

Page 261

Filed for Record the *1st* day of *December* A. D. 19*03*, at *3:29* o'clock P.M.
W. H. Keane Recorder.



THE UNITED STATES OF AMERICA.

CERTIFICATE No. 6344

To all to whom these presents shall come, GREETING:

Whereas, *Joseph T. Hatfield of El Paso County, Colorado*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Pueblo, Colorado* whereby it appears that full payment has been made by the said*Joseph T. Hatfield*

according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the *South half of the South West quarter of Section Thirteen and the East half of the North West quarter of Section Twentyfour in Township Sixteen South of Range Sixtyfive West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Joseph T. Hatfield*

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Joseph T. Hatfield*

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

Joseph T. Hatfield and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and *where reserved from the lands hereby granted, a right of way for ditches or canals constructed by the Authority of the United States*

In Testimony Whereof, I, *Benjamin Harrison* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *third* day of *November* in the year of our Lord one thousand eight hundred and *ninety one* and of the independence of the United States the one hundred and *sixteenth*

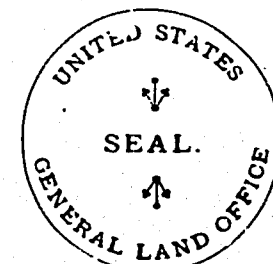
By the President: *Benjamin Harrison*By *Ellen Maynard, Postmaster*

Recorded, Vol. 14

Page 18

By *J. P. Conwell* Recorder of the General Land Office.

Filed for Record the *3* day of *Dec.* A. D. 18*93* at *2:34* o'clock P.M.
W. H. Keane Recorder.



THE UNITED STATES OF AMERICA.

CERTIFICATE No. 4981

To all to whom these presents shall come, GREETING:

Whereas, James Woods of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said

James Woods

according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the West half of the South West quarter, the North West quarter of the South West quarter and the South West quarter of the North West quarter of Section Twenty-nine in Township for sixteen South of Range Sixty-four West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said James Woods

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said James Woods

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

James Woods

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the fourteenth day of April in the year of our Lord one thousand eight hundred and Ninety-one and of the independence of the United States the one hundred and fiftieth

By the President: Benjamin Harrison

By H. M. H. Lean Secretary

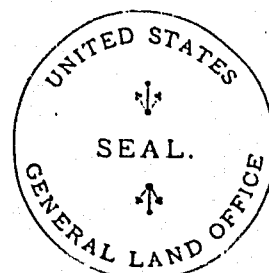
By H. Townsend Register of the General Land Office

Recorded, Vol. 10

Page 261

Filed for Record the 1st day of December A. D. 1903, at 3:29 o'clock P.M.

H. H. Reed Recorder



THE UNITED STATES OF AMERICA.

CERTIFICATE No. 6346

To all to whom these presents shall come, GREETING:

Whereas, Joseph T. Hatfield of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said

Joseph T. Hatfield

according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the South West quarter of Section Thirteen and the East half of the North West quarter of Section Twenty-four in Township Sixteen South of Range Sixty-five West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Joseph T. Hatfield

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Joseph T. Hatfield

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

Joseph T. Hatfield

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the third day of November in the year of our Lord one thousand eight hundred and ninety-one and of the independence of the United States the one hundred and sixtieth

By the President: Benjamin Harrison

By Ellen Wagner and Aid Secretary

J. P. Conwell Register of the General Land Office

Ad Interim

Recorded, Vol. 14

Page 18

Filed for Record the 3 day of Dec. A. D. 1903 at 2:37 o'clock P.M.

Ch. H. Reed Recorder



Register's Certificate No. 63

S. C. Scrip No. F 8

Subdivision No.

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, Greeting :

Whereas, By virtue of the ^{third} 3d Section of the Act of Congress approved January 28th, 1879, supplemental to the Acts approved June 22d, 1860, March 2d, 1867, and June 10th, 1872, there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado, whereby it appears that Supreme Court Scrip No. F. 8, Subdivision No. 1, for six hundred and forty acres, has been located by James C. Woodbury and his claim thereby established and duly consummated in conformity to law, for the North West quarter, the South half of the North East quarter and the North West quarter of the North East quarter of Section one, and the North half of the South West quarter and the North half of the South East quarter of Section twelve, in Township seventeen South, and the South half of the South West quarter of Section twenty-five, the South half of the South East quarter of Section twenty-four and the North East quarter of the North East quarter of Section thirty-five, in Township sixteen South, of Range sixty-five West of the Sixth Principal Meridian in Colorado, containing six hundred and thirty-six acres and eighty-five hundredths of an acre

according to the Official Plat of the survey of the said Land, returned to the General Land Office by the Surveyor General: And whereas the act of Congress approved May 30, 1874, provides for the issuing of patents in such cases.

Now know ye, That there is, therefore, granted by the UNITED STATES, unto the said

James C. Woodbury

the tract of land above described :

To have and to hold the said tract of Land, with the appurtenances thereof, unto the said

James C. Woodbury

and to

his

heirs and assigns forever ; subject

to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Grover Cleveland, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the ninth

day of October

, in the year of our Lord one thousand eight

hundred and ninety-five

, and of the Independence of the United

States the one hundred and twentieth

BY THE PRESIDENT:

Grover Cleveland

By

M. M^c Kean

, Secretary.

L. L. C. Lamar

Recorder of the General Land Office.

Recorded, Vol. 4, Page 89.

Filed for Record the

29

day of

June

A. D. 1880

at 3:30 o'clock P. M.

Elioy C. Sheldon Recorder



Register's Certificate No. 61

S. C. Scrip No. F. 6
Subdivision No. 1

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, Greeting:

Whereas, By virtue of the ^{third} 3d Section of the Act of Congress approved January 28th, 1879, supplemental to the Acts approved June 22d, 1860, March 2d, 1867, and June 10th, 1872, there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado, whereby it appears that Supreme Court Scrip No. F. 6, Subdivision No. 1 for six hundred and forty acres, has been located by John H. Behrens and his claim thereby established and duly consummated in conformity to law, for the North half of Section twenty six and the east half of Section twenty five in Township sixteen South, of Range sixty five West of the Sixth Principal Meridian in Colorado, containing six hundred and forty acres.

according to the Official Plat of the survey of the said Land, returned to the General Land Office by the Surveyor General: And whereas the act of Congress approved May 30, 1894, provides for the issuing of patents in such cases.

Now know ye, That there is, therefore, granted by the **UNITED STATES**, unto the said
John H. Belknap, the tract of land above described:

To have and to hold the said tract of Land, with the appurtenances thereof, unto the said John H. Belenus and to his heirs and assigns forever: subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Grover Cleveland, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the ninth
day of October, in the year of our Lord one thousand eight
hundred and seventy-five, and of the Independence of the United
States the one hundred and twentieth.
BY THE PRESIDENT: Grover Cleveland

BY THE PRESIDENT: Grover Cleveland
By M. McKean, Secretary.
A. L. C. Lamar, Recorder of the General Land Office.

Recorded, Vol. 4, Page 87

Filed for Record the 29 day of June ¹⁹¹⁰ A. D., 188 at 3:37 o'clock P. M.

Eloy C. Sheldon Recorder



Resident
Resident's Certificate No. 205

THE UNITED STATES OF AMERICA

To all the Villagers their Parents shall come, Greeting

Whereas, By virtue of the 3d Section of the Act of Congress approved January 9th, 1878, supplemental to the Acts approved June 22d, 1860, March 2d, 1867, and June 20th, 1876, there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that Supreme Court Entry No. 8311, containing 160 acres, has been located by Norma M. Bonduen, and has been duly recorded and duly consummated in conformity to law, for the Northwest Quarter of the Northwest Quarter of Section Two in Township Eleven South of Range Sixty four West and the Southeast Quarter of the Northwest Quarter of Section Four in Township Fifteen South, the Northeast Quarter of the Southwest Quarter of Section Eight in Township Eleven South, and the Southwest Quarter of the Southwest Quarter of Section Five in Township Twelve South, all in Range Sixteen West of the Sixth Principal Meridian, Colorado, containing one hundred thirty and eighty-eight hundredths acres.

according to the Official Plan, of the survey of the said Land, returned to the General Land Office by the Survey General:

Now know ye, That there is, therefore, granted by the UNITED STATES, unto the said
Anne M. Boardman the tract of land above described:

To have and to hold the said tract of Land, with the appurtenances thereto, unto the said
Anna M. Boardman and to her heirs and assigns forever; subject
 to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights in streams
 and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local custom, laws
 and decisions of courts, and also subject to the right of the proprietor of a water right to extract and remove the same
 from, should the same be found to preclude or interfere the previous lands granted, as provided by law.
 This patent is issued in lieu of one dated May 9, 1894, which has been cancelled for error
 in the description.

In testimony whereof, I, William A. Taft President of the United States of America,
 have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the *Twent*
day of *July*, in the year of our Lord one thousand five
hundred and *Twelve*, and of the Independence of the United
States the one hundred and *Twenty-ninth*
BY THE PRESIDENT: *Wm. A. Taft*
Wm. A. Taft, President, signing
N. W. Sanford, Secretary of the General Land Office



Robert M. ... 282156
Recorded, Vol. — Page —

Filed for Record the 11 day of July 1925 at 12:00 P.M.
 Henry C. Mullen
 Clerk

No. 175025

PATENT.

UNITED STATES.

TO

Andrew P. Callahan

STATE OF COLORADO, ss.

County of El Paso.

Filed for record at 3:55 o'clock P.M.

June 29, 1910

Edw. C. Sheldon

Recorder.

THE UNITED STATES OF AMERICA.

Certificate No. 3209

To all to whom These Presents shall come, GREETING:

Whereas, Andrew P. Callahan of Grapahoe County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado

whereby it appears that full payment has been made by the said Andrew P. Callahan according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the south west quarter of the north west quarter and the north west quarter of the south west quarter of section thirty one, Township sixteen south of range sixty five west of the Sixth Principal Meridian in Colorado containing eighty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Andrew P. Callahan

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Andrew P. Callahan

and to his heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said Andrew P. Callahan

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Grover Cleveland, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

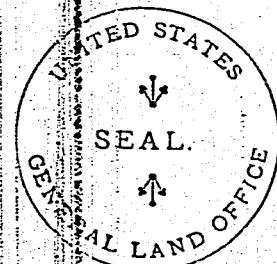
GIVEN under my hand, at the City of Washington, the twelfth day of June, in the year of our Lord one thousand nine hundred and eighty five, and of the Independence of the United States the one hundred and ninth

BY THE PRESIDENT: Grover Cleveland

By M. McKean Secretary.

E. H. Blank Recorder of the General Land Office.

Recorded, Colorado Vol. 6, Page 250



No. 175053

PATENT.

UNITED STATES.

TO

Mary A. Wills

STATE OF COLORADO, ss.

County of El Paso.

Filed for record at 9:57 o'clock A.M.

July 1, 1910

Edw. C. Sheldon

Recorder.

THE UNITED STATES OF AMERICA.

Certificate No. 6201

To all to whom These Presents shall come, GREETING:

Whereas, Mary A. Wills of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado

whereby it appears that full payment has been made by the said Mary A. Wills according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South West quarter of the North West

quarter; the North West quarter of the South West quarter and the East half of the South West quarter of Section thirty one, in Township twelve South, of Range sixty three West of the Sixth Principal Meridian in Colorado, containing one hundred and fifty seven acres, and twenty eight hundredths of an acre

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Mary A. Wills

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Mary A. Wills

and to her heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said Mary A. Wills

and to her heirs and assigns forever; subject

to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

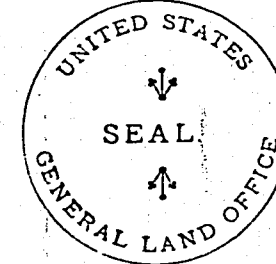
GIVEN under my hand, at the City of Washington, the nineteenth day of March, in the year of our Lord one thousand nine hundred and ninety one, and of the Independence of the United States the one hundred and fiftieth

BY THE PRESIDENT: Benjamin Harrison

By Ellen Macfarland Asst. Secretary.

J. M. Townsend Recorder of the General Land Office.

Recorded, Colorado Vol. 11 A, Page 8



No. 175005

PATENT.

UNITED STATES.

TO

*Andrew P. Callahan*STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 2:55 o'clock P. M.

1900

Recorder.

THE UNITED STATES OF AMERICA.

Certificate No. 3209

To all to whom These Presents shall come, GREETING:

Whereas, *Andrew P. Callahan of Inyo County*
*California*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Butte, Montana*whereby it appears that full payment has been made by the said *Andrew P. Callahan* according to the provisions of the Act ofCongress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for *the south west quarter of the north west**quarter and the north west quarter of the south west quarter of section thirteen*
in Township eleven north of Range sixty three west of the Sixth Principal Meridian
*in Colorado containing eighty acres.*according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Andrew P. Callahan*NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Andrew P. Callahan*

and to his heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said *Andrew P. Callahan*

and to his heirs and assigns forever; subject

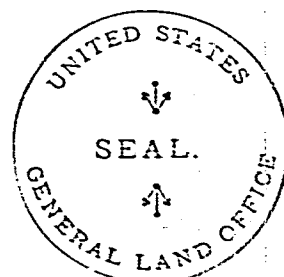
to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, *Grover Cleveland* President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the *twelfth* day of *March*, in the year of our Lord one thousand nine hundred and *eighty six*, and of the Independence of the United States the one hundred and *twentieth*BY THE PRESIDENT: *Grover Cleveland*By *M. M. Allen*

Secretary.

L. H. Black

Recorder of the General Land Office.

Recorded, Colorado Vol. *11*, Page *250*

No. 175053

PATENT.

UNITED STATES.

TO

*Mary A. Wills*STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 9:57 o'clock A. M.

1900

Recorder.

THE UNITED STATES OF AMERICA.

Certificate No. 6201

To all to whom These Presents shall come, GREETING:

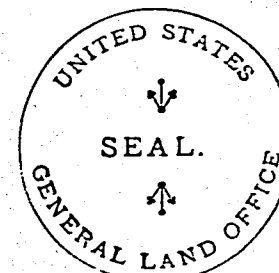
Whereas, *Mary A. Wills of El Paso County, Colorado*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Pueblo, Colorado*whereby it appears that full payment has been made by the said *Mary A. Wills* according to the provisions of the Act ofCongress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for *the south west quarter of the north west**quarter; the north west quarter of the south west quarter and the East half*
of the south west quarter of Section thirty one, in Township twelve South,
of Range sixty three West of the Sixth Principal Meridian in
Colorado, containing one hundred and fifty seven acres, and
*twenty eight hundredths of an acre*according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Mary A. Wills*NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Mary A. Wills*

and to her heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said *Mary A. Wills*

and to her heirs and assigns forever; subject

to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, *Benjamin Harrison* President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the *fifteenth* day of *March*, in the year of our Lord one thousand *nine* hundred and *ninety one*, and of the Independence of the United States the one hundred and *fifteenth*BY THE PRESIDENT: *Benjamin Harrison*By *Ellen Macfarland* Asst. Secretary.*J. M. Townsend* Recorder of the General Land Office.Recorded, Colorado Vol. *11*, Page *8*

No. 275512

QUIT-CLAIM DEED.

Geo. G. Birdsall

TO

The State of Colorado

STATE OF COLORADO,
COUNTY OF EL PASO, ss.

Filed for record at 8:50 o'clock A. M.

December 30, 1919

E. G. Jackson

RECORDER.

This Deed, Made this 4th day of October
in the year of our Lord one thousand nine hundred and nineteen, between
Geo. G. Birdsall

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

The State of Colorado

of the County of _____ and State of Colorado, of the second part;

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, Dollars, to the said part 2nd of the first part, in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-Claimed, and by these presents does remise, release, sell, convey and Quit-Claim unto the said part 2nd of the second part, heirs and assigns, forever, all the right, title, interest, claim and demand which the said part 1st of the first part has in and to the following described

situate, lying and being in the County of El Paso and State of Colorado, to-wit:

any and all minerals, ores and metals of every kind and character and all coal, asphaltum, oil and other like substances and the right of ingress and egress for the purpose of mining, together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances in and under the following described land, situate, lying and being in the county of El Paso and State of Colorado, to-wit:

S 1/2 W of T 10 N; N 1/2 W of S 20 N; S 1/2 W of S 20 N; Lot No. 4; of Sec. 30, Twp. 16 S. Range 64 W.
Lots 1 and 2; S 1/2 of T 10 N of Sec. 31, Twp. 16 S. Range 64 W. N 1/2 W; N 1/2 W of Sec 36, Twp. 16 S. Range 65 W.

To Have and to Hold The same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part 1st of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part 2nd of the second part, heirs and assigns, forever.

In Witness Whereof, The said part 1st of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Geo. G. Birdsall

Seal

Seal

Seal

Seal

STATE OF COLORADO,

City and County of Denver

ss.

I, Lucy C. Peabody

a Notary Public

in and for said County, in the State aforesaid, do hereby certify that

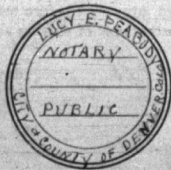
Geo. G. Birdsall

person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day

of Oct. A. D. 1919.

My commission expires January 31, 1922.

Lucy C. Peabody
Notary Public

No.287321

Patent for School Lands

State of Colorado

to

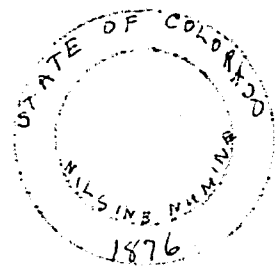
Geo. G. Birdsall

Filed for record 3:41 P.M.

July 2, 1920

E. A. Jackson, Recorder

STATE OF COLORADO



Patent No. 3709

(To all unto Whom these Presents shall come: Greeting;

)Whereas, Geo. G. Birdsall, of the County of El Paso and State of

Colorado, in accordance with the provisions of the acts of the

General Assembly of the State of Colorado, approved and in force

at the time of the purchase of the land herein designated and described and at the time of the execution of this conveyance has made full payment as appears from the records of the State Board of Land Commissioners of and for the following described real estate, lying and situate in the County of El Paso and State of Colorado, to-wit:

The Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$); Lot No. Four (4); The East half of the Southwest quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$); of Section Thirty (30); Lots Nos. One (1) and Two (2) and East half of Northwest quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section thirty-one (31); being in Township Sixteen (16) South, Range Sixty-four (64) West of the Sixth (6th) Principal Meridian; and the North half (N $\frac{1}{2}$) of Section Thirty-six (36), Township Sixteen (16) South, Range Sixty-five (65) West of the Sixth (6th) Principal Meridian, containing in all Six Hundred Thirty-two and 9/100 (632.09) acres, more or less, according to United States survey.

Reserving, however, to the State of Colorado, all rights to any and all minerals, ores and metals of every kind and character and all coal, asphaltum, oil and other like substances in or under said land and the right of ingress and egress for the purpose of mining, together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances. Subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect, if any there be, which said described tract of land has been purchased by the said Geo. G. Birdsall for the sum of Three Thousand One Hundred Sixty and 45/100 (\$3160.45) Dollars.

Now Know Ye, That the State of Colorado in consideration of the premises and in conformity with the Act of the General Assembly in such case provided, has sold and granted, and by these presents does sell and grant unto the said Geo. G. Birdsall, and to his heirs and assigns the said tract above described; To Have and to Hold the same as above specified, together with all the rights, privileges, immunities and appurtenances of whatsoever nature hereunto belonging unto the said Geo. G. Birdsall and to his heirs and assigns forever

In Testimony Whereof, I, Oliver H. Shoup, Governor of the State of Colorado, have caused these letters to be made Patent and the Great Seal of the State of Colorado to be hereunto

attached. Given under my Hand at the City of Denver, the 28th day of November, A.D. 1919.
Oliver H. Shoup Governor.

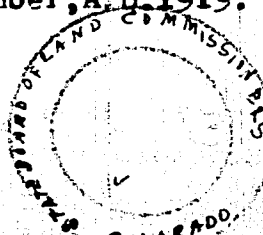
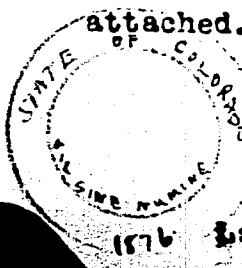
Attest:

James R. Noland,

Secretary of State of the State of Colorado.

John F. Vivian

Register State Board of Land Commissioners.



No. 289623

Certified Photographic
Copy of Patent

United States

to

Sylvester V. Banning

Filed for record 12:10 P.M.

August 20, 1920

E. A. Jackson, Recorder

923210

B R

DEPARTMENT OF THE INTERIOR
General Land Office
Washington, May 28 1920

I hereby certify that the annexed copy of patent is a true and (literal exemplification from the record which is in my custody) in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

L. Q. C. Lamar
Recorder of the General Land Office.



286

Examined

THE UNITED STATES OF AMERICA.

Certificate)
No 177)

To all to whom these presents shall come, Greeting;

WHEREAS Sylvester V. Banning of El Paso County Colorado Territory has deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Denver City whereby it appears that full payment has been made by the said Sylvester V. Banning according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands," for the South half of the North West Quarter and the South West Quarter of the North East Quarter and the North West Quarter of the South East Quarter of Section Nineteen in Township Fourteen South of Range Sixty six West in the District of Lands, subject to sale at Denver City Colorado Territory, containing One Hundred and Fifty Eight Acres and Thirty Two Hundredths of an Acre according to the official plat of the Survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said Sylvester V. Banning NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Sylvester V. Banning and to his heirs, the said tract above described; To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Sylvester V. Banning and to his heirs and assigns forever.

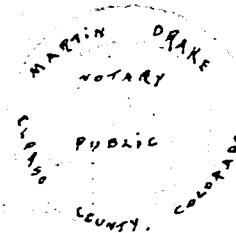
IN TESTIMONY WHEREOF, I, Andrew Johnson PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

STATE OF COLORADO,)
County of El Paso.) SS.

The foregoing instrument was acknowledged before me this 20 day of Sept., 1927, by Aggie C. Benbow Elbie N. Drake & Jennie A. Winstanley.

My commission expires Oct. 20, 1929.

WITNESS my hand and official seal



Martin Drake
Notary Public.

No. 428200.

Right of Way

D. N. Heizer

to

Ford, Bacon & Davis, Inc.

Filed for record 9:00 A. M.
October 15, 1927.

C. R. Furrow, Recorder.

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

No. 4.

FOR AND IN CONSIDERATION of the sum of One & no/100 DOL-

) LARS, to the undersigned owners paid, the receipt of which is

) hereby acknowledged, the undersigned hereby grant to FORD, BA-

) CON & DAVIS, Inc., a corporation organized under the laws of

) the State of New Jersey, its successors or assigns, the right-

) of-way to lay, construct, reconstruct, replace, renew, maintain

) and operate a pipe line for the transportation of gas, petro-

leum or any of its products, also water or other substances, or either thereof, and as inci-
dent thereto to erect and maintain, operate, change, renew and reconstruct a telephone and tel-
egraph line, or either of them as may be necessary in connection with the use of the pipe line,
together with the right of ingress and egress, on, over and through the following described
lands situate in El Paso County, and State of Colorado, to-wit:

NW 1/4 of Section 24 & W 1/2 of SW 1/4 of Section 13 & E 1/2 of Section 14 Township 16 South
Range 65 West, Acquired by the Present Vendor as per Deed of Record in Book 483, Page 267 of
the Records of El Paso County, Colorado.

Said right-of-way being 538 rods, more or less, in length, and located approximately as
shown by Grantee's present survey.

The said undersigned owners, their heirs or assigns, to fully use and enjoy such premises
except as the same may be necessary for the purpose herein granted to said FORD, BACON & DAVIS,
Inc., its successors or assigns.

The said FORD, BACON & DAVIS, Inc., its successors or assigns, hereby agrees to pay any
damages which may arise from laying, maintaining, operating or removing said pipe line, said
damage, if not mutually agreed upon, to be ascertained and determined by three disinterested
persons: one thereof to be appointed by the owners of said lands, their heirs or assigns, one
by FORD, BACON & DAVIS, Inc., its successors or assigns, and the third person by the two per-
sons aforesaid, and the award of such three persons shall be final and conclusive.

All pipe lines laid under this grant and passing through cultivated land shall be buried
not less than twenty inches deep, and shall be so laid as not to interfere with ordinary cul-
tivation of such land after construction has been completed.

It is further agreed that for the consideration above mentioned FORD, BACON & DAVIS, Inc.,
its successors or assigns, is hereby granted the right to, at any time, lay an additional line
or lines of pipe alongside of the first line as herein provided, upon the payment of a further
consideration of Two Hundred Sixty-nine & no/100 Dollars for each additional line when laid,
and subject to the same rights and conditions, said FORD, BACON & DAVIS, Inc., its successors

or assigns, to have the right to change the size of its pipe, the damage, if any, in making
such change to be paid by FORD, BACON & DAVIS, Inc., its successors or assigns, to the owners
of said lands, their heirs or assigns.

FORD, BACON & DAVIS, Inc., the grantees herein agree that before laying or constructing any
pipes or pipe lines or erecting a telephone or telegraph line, it will pay to the grantors here-
in a further sum equal to Fifty Cents per lineal rod of the right-of-way to be occupied by it.
In the event that such grantee shall fail to make such payment within twelve (12) months from the
date hereof, this grant and all right hereunder shall terminate.

FORD, BACON & DAVIS, Inc., shall have the right to assign, transfer and convey all rights
herein granted to any other person, firm, corporation or association of persons, and such right
of transfer or assignment shall exist in every subsequent vendee, or transferee who may be suc-
cessor in title to the grantee herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of September, 1927.

Signed, sealed and delivered in the presence of:

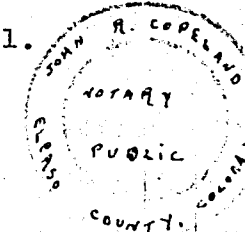
D. N. Heizer (L.S.)
(L.S.)
(L.S.)
(L.S.)

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

The foregoing instrument was acknowledged before me this 8th day of September, 1927, by
D. N. Heizer.

My commission expires October 3, 1929.

WITNESS my hand and official seal.



John R. Copeland
Notary Public.

No. 428201.

Right of Way

E. M. Sours

to

Ford, Bacon & Davis, Inc.,

Filed for record 9:01 A. M.

October 15, 1927.

C. R. Furrow, Recorder.

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

No. 6

FOR AND IN CONSIDERATION of the sum of One DOLLARS, to the un-

) dersigned owners paid, the receipt of which is hereby acknowledged,

) the undersigned hereby grant to FORD, BACON & DAVIS, Inc., a cor-

) poration organized under the laws of the State of New Jersey, its

) successors or assigns, the right-of-way to lay, construct, recon-

) struct, replace, renew, maintain and operate a pipe line for the

) transportation of gas, petroleum or any of its products, also water

or other substances, or either thereof, and as incident thereto to erect and maintain, operate,
change, renew and reconstruct a telephone and telegraph line, or either of them as may be neces-
sary in connection with the use of the pipe line, together with the right of ingress and egress,
on, over and through the following described lands situate in El Paso County, and State of Colo-
rado, to-wit:

Part of S 1/2 of NW 1/4 of Section 27 Township 15 South Range 65 West Lying North & West of
Right-of-Way of D. & N. O. Ry., Acquired by the Present Vendor as per Deed of Record in Book
799, Page 251 of the Records of El Paso County, Colorado.

Said right-of-way being 33 rods, more or less, in length, and located approximately as
shown by Grantee's present survey.

The said undersigned owners, their heirs or assigns, to fully use and enjoy such premises

No. 441402) THIS DEED, Made this 5th day of June, in the year of our Lord
 Special Warranty Deed) One Thousand Nine Hundred and Twenty-eight, between FORD, BACON &
 Ford, Bacon & Davis, Inc.,) DAVIS, INC., a corporation organized and existing under and by
 to) virtue of the laws of the State of New Jersey, of the first part,
 Colorado Interstate Gas Co.) and COLORADO INTERSTATE GAS COMPANY, a corporation organized and
 Filed for record 9:00 A.M.) existing under and by virtue of the laws of the State of Delaware,
 July 19, 1928) of the second part,

C. R. Furrow, Recorder) WITNESSETH : That the said party of the first part for and
 ----- in consideration of the sum of Ten Dollars (\$10.00) and other good
 and valuable considerations to the said party of the first part in hand paid by said party of
 the second part, receipt whereof is hereby confessed and acknowledged, has granted and released,
 and by these presents does grant and release unto the party of the second part, its successors
 and assigns forever, the following described property to-wit:

A gas pipe line approximately two hundred fifty-five (255) miles in length, having its
 southern terminus at a point of connection with the pipe line of the Canadian River Gas Company,
 at a point in Union County, New Mexico, approximately seven and one-half (7 1/2) miles northeast
 of the town of Clayton, New Mexico, and two and one-third (2 1/3) miles west of the Texas-New
 Mexico state line, and running thence in a northwesterly direction through Union County, New
 Mexico, crossing the New Mexico-Colorado state line into Las Animas County, Colorado, at a point
 approximately eleven (11) miles east of Branson, Colorado, and extending thence in a northwest-
 erly direction through Las Animas County, Colorado, crossing the line between Las Animas County
 and Pueblo County, Colorado, at a point approximately two and one-half (2 1/2) miles west of the
 dividing line between Pueblo County and Otero County, Colorado, and continuing in a northwesterly
 direction to and across the Arkansas River at or near Devine, Colorado, and continuing to and
 across the dividing line between Pueblo County and El Paso County, Colorado, at a point ap-
 proximately three and one-half (3 1/2) miles east of Henkel, Colorado, and continuing in a
 northwesterly direction passing Colorado Springs, Colorado, approximately six (6) miles to the
 east thereof, and continuing in a northerly direction to and across the dividing line between
 El Paso County and Douglas County, Colorado, at a point approximately one (1) mile west of the
 dividing line between Douglas County and Elbert County, Colorado, and continuing in a northerly
 direction across Douglas County to and across the dividing line between Douglas County and
 Arapahoe County, Colorado, at a point approximately four (4) miles northwest of Parker, Colo-
 rado, and continuing in a northwesterly direction to a point of connection with the pipe line
 of the Public Service Company of Colorado, at or near the boundary line of the City and County
 of Denver, Colorado, which last mentioned point is located in the West one-half of Block one (1)
 Jersey Subdivision, Arapahoe County, Colorado.

And the right of way for said pipe line, more particularly described in agreements with
 the following named persons, recorded at the places indicated, to-wit:

The following agreements are recorded in the records of Union County, New Mexico in the
 book and at the page indicated and cover right of way across property located in said County:

A. P. Wilson and Maggie L. Wilson, dated July 26th, 1927, Book 11 Page 589.
 J. T. Horn and S. C. Horn, dated July 26th, 1927, Book 11 Page 590.
 Thurman H. Seaman, dated July 26th, 1927, Book 11 Page 592.
 Morris C. Johnson and Amy B. Johnson, dated November 8th, 1927, Book 13 Page 339.
 C. P. Talbot, Agent for Clayton Pool, dated August 6th, 1927, Book 11 Page 594.
 H. Golden and Juda E. Golden, dated July 26th, 1927, Book 11 Page 595.
 Alexander H. Bishop and Sue U. Bishop, dated July 26th, 1927, Book 11 Page 597.

R. K. Wootten, dated December 14th, 1927, Book 13 Page 395.
 Henry S. Holmes and Clara Holmes, dated July 27th, 1927, Book 11 Page 598.
 Federal Land Bank of Wichita, dated August 8th, 1927, Book 11 Page 600.
 D. W. Priestley, Receiver of Union Trust and Savings Bank and Sam J. Lusk, Receiver
 of First National Bank, Clayton, dated July 27th, 1927, Book 11 Page 602.
 N. G. Poe, dated October 31st, 1927, Book 13 Page 294.
 Helen K. Woodward and Hugh B. Woodward, dated August 23rd, 1927, Book 13 Page 179.
 Arthur O. Rinker and Bessie E. Rinker, dated July 28th, 1927, Book 11 Page 603.
 Jake F. Stephenson and Mary Stephenson, dated July 30th, 1927, Book 11 Page 605.
 The Baxter National Bank, dated September 9th, 1927, Book 13 Page 181.
 W. P. Watson, et al, dated August 9th, 1927, Book 13 Page 178.
 Heirs of John Thomas Francis, dated July 29th, 1927, Book 11 Page 607.
 J. C. Carpenter, dated August 1st, 1927, Book 11 Page 610.
 Dora A. Cornitt, dated July 27th, 1927, Book 11 Page 611.
 W. A. Alexander, et al, dated July 29th, 1927, Book 11 Page 613.
 Pearl B. Keller and S. G. Keller, dated August 11th, 1927, Book 13 Page 176.
 Susie J. Shaw and Charles Shaw, dated July 28th, 1927, Book 11 Page 617.
 Jeannette Carpenter, dated August 1st, 1927, Book 11 Page 618.
 Bonnie Louise Carpenter, dated August 1st, 1927, Book 11 Page 620.
 Fannie Manlove, dated July 30th, 1927, Book 11 Page 622.
 Bessie Lee Carroll, dated July 27th, 1927, Book 13 Page 12.
 Charles H. Mundy, et al, dated July 28th, 1927, Book 11 Page 623.
 J. T. Gilmour and Sarah P. Gilmour, dated August 25th, 1927, Book 13 Page 396.
 State of New Mexico, dated November 28th, 1927, Book 13 Page 388.
 George Wight and Mabel S. Wight, dated November 10th, 1927, Book 13 Page 314.
 Artie M. Smart, dated July 28th, 1927, Book 11 Page 625.
 Frank E. Peet and Hazel Peet, dated July 27th, 1927, Book 11 Page 627.
 W. M. Peet and Mary G. Peet, dated February 3rd, 1928, Book 13 Page 454.
 Jacob T. Castor and Clara E. Castor, dated August 9th, 1927, Book 13 Page 175.
 J. Van Cleave and Merle Van Cleave, dated July 29th, 1927, Book 11 Page 628.
 I. R. McQueen, as Executor, Estate of Mary L. Williamson, dated August 17th, 1927,
 Book 13 Page 173.
 American National Insurance Company, dated August 6th, 1927, Book 13 Page 239.
 American National Insurance Company, dated August 6th, 1927, Book 11 Page 630.
 Elmer C. Bell, dated February 3rd, 1928, Book 13 Page 456.
 David Cowan, Receiver of the First National Bank of Las Vegas, dated August 3rd, 1927,
 Book 11 Page 631.
 Mary Harvey and Jacob Harvey, dated July 28th, 1927, Book 11 Page 633.
 Ida J. Long and Arthur Long, dated August 20th, 1927, Book 13 Page 172.
 J. H. Chilcote and Clifflie L. Chilcote, dated August 4th, 1927, Book 13, Page 10.
 Adam Hintergardt, dated July 30th, 1927, Book 11, Page 635.
 William P. Moore and Ruth P. Moore, dated October 25th, 1927, Book 13 Page 398.
 Earl McLaughlin, dated December 1st, 1927, Book 13 Page 393.
 Mary Alice Isaacs, and R. W. Isaacs, dated July 29th, 1927, Book 11 Page 636.
 R. Alger and Mae Alger, dated September 26th, 1927, Book 13 Page 237.
 H. W. Shimp and Lena Shimp, dated August 9th, 1927, Book 13 Page 170.
 Lucas Treblehorn and Eva Treblehorn, dated July 27th, 1927, Book 11 Page 638.
 Peter Grenemier and Katie Grenemier, dated December 16th, 1927, Book 13 Page 392.
 David Stull, dated August 22nd, 1927, Book 13 Page 225.
 Mrs. C. V. Thompson, dated August 2nd, 1927, Book 13 Page 1.

Ruth Squires Winchester and J. W. Winchester, dated August 1st, 1927, Book 13 Page 2.
 Emma Neatherlin Yopp and Ernest Yopp, dated July 28th, 1927, Book 13 Page 4.
 Clara Ainsworth, dated October 5th, 1927, Book 13 Page 316.
 Alzo F. Willett and Bessie Willett, dated July 28th, 1927, Book 13 Page 5.
 W. C. Gouser and B. F. Gouser, dated July 30th, 1927, Book 13 Page 7.
 Nelson R. Green and May Green, dated August 19th, 1927, Book 13 Page 169.
 George Graham and Emma J. Graham, dated September 23rd, 1927, Book 13 Page 235.
 Kansas City Life Insurance Company, dated September 12th, 1927, Book 13 Page 227.
 R. E. Harrell, Trustee, dated October 1st, 1927, Book 13 Page 229.
 DeRoy R. Brown and Rilla Brown, dated July 30th, 1927, Book 13 Page 15.
 Henry J. Chapman and Carrie Chapman, dated July 28th, 1927, Book 13 Page 13.
 W. A. Hamilton, dated August 1st, 1927, Book 13 Page 232.
 Eva D. Whipple, dated August 22nd, 1927, Book 13 Page 167.
 George W. Baker and Isabel Lane Baker, dated August 5th, 1927, Book 13 Page 17.
 George W. Baker and Isabel Lane Baker, dated July 30th, 1927, Book 13 Page 18.
 Ed T. Hamilton and W. A. Hamilton, dated August 3rd, 1927, Book 13 Page 230.
 Geo. A. Fowler, dated October 1st, 1927, Book 13 Page 390.
 J. M. Garlow, dated July 27th, 1927, Book 13 Page 9.
 Mrs. Rheva U. Thomas and Clyde P. Thomas, dated September 17th, 1927, Book 13 Page 224.
 George E. Hardesty and Stella V. Hardesty, dated July 29th, 1927, Book 13 Page 20.
 George E. Hardesty and Stella V. Hardesty, dated July 29th, 1927, Book 13 Page 21.
 John Thomas Brown and Frances Brown, dated July 29th, 1927, Book 13 Page 23.
 James H. Hartley, dated August 23rd, 1927, Book 13 Page 234.
 F. G. Cowden and Mrs. Maggie Cowden, dated August 11th, 1927, Book 13 Page 166.
 Fred L. Hoyt, dated August 15th, 1927, Book 13 Page 562.
 The Ohio National Life Insurance Company, dated October 18th, 1927, Book 13 Page 564.
 The following agreements are recorded in the records of Las Animas County, Colorado

in the book and page indicated and cover right of way across property located in said County:

Ella Kalene, dated August 17th, 1927, Book 396 Page 41.
 Juan Crespín and Eleselda Crespín, dated September 23rd, 1927, Book 395 Page 458.
 Mont E. Klugh and Nettie M. Klugh, dated September 23rd, 1927, Book 399 Page 590.
 Heirs of Paulita P. Lucero, dated September 6th, 1927, Book 399 Page 434.
 G. E. Mitchell and Sallie Mitchell, dated August 9th, 1927, Book 395 Page 263.
 Charles Allen Fanning and Mrs. Beryl Buckner Fanning, dated August 17th, 1927, Book 399 Page 397.
 Clarence W. Hosman, dated October 10th, 1927, Book 399 Page 585.
 H. F. Mitchell, dated August 20th, 1927, Book 395 Page 262.
 W. R. Bickley and Nellie J. Bickley, dated August 15th, 1927, Book 399 Page 391.
 J. B. Ridling and Addie Ridling, dated August 10th, 1927, Book 395 Page 270.
 Robert S. Jones and Annie D. Jones, dated August 25th, 1927, Book 396 Page 40.
 J. E. Baker and Margaret P. Baker, dated August 18th, 1927, Book 397 Page 41.
 Ethel Myrtle Ford and Clarence B. Ford, dated September 14th, 1927, Book 399 Page 433.
 Lane F. Booher and Odessa M. Booher, dated August 9th, 1927, Book 395 Page 311.
 Robert Bowers and Alberta K. Bowers, dated August 18th, 1927, Book 399 Page 389.
 Henry N. Chapman and Inez L. Chapman, dated August 9th, 1927, Book 399 Page 392.
 Jacob P. Hicks and Maggie Hicks, dated August 10th, 1927, Book 396 Page 36.
 Fred H. Spohr, dated October 25th, 1927, Book 397 Page 276.
 Nicolas Montoya, dated November 22nd, 1927, Book 396 Page 507.

John F. Dunn and Mrs. John F. Dunn, dated November 12th, 1927, Book 396 Page 506.
 Alton E. Green and Leona Green, dated August 9th, 1927, Book 399 Page 400.
 R. W. Mathews and Vina Mathews, dated September 26th, 1927, Book 395 Page 309.
 Beatrice Alta Humphrey and William C. Humphrey, dated October 4th, 1927, Book 399 Page 586.
 Alton R. McCallister, dated September 2nd, 1927, Book 395 Page 264.
 William T. Waldroup, dated August 11th, 1927, Book 395 Page 283.
 William H. Waldroup and Hazel Waldroup, dated August 11th, 1927, Book 395 Page 282.
 Maud L. Waldroup, dated August 16th, 1927, Book 395 Page 281.
 R. H. Bloxsom, dated September 1st, 1927, Book 399 Page 388.
 John Gerych, dated August 23rd, 1927, Book 395 Page 466.
 Albert Kuta, dated August 10th, 1927, Book 396 Page 39.
 William Azar, dated February 14th, 1928, Book 396 Page 378.
 O. H. Dasher and Emma C. Dasher, dated August 19th, 1927, Book 399 Page 395.
 M. W. Sellers, dated October 3rd, 1927, Book 397 Page 44.
 C. F. Barry, dated November 15th, 1927, Book 396 Page 67.
 Earl H. Fischer, dated September 23rd, 1927, Book 395 Page 465.
 Lewis Iosey, dated August 30th, 1927, Book 395 Page 257.
 F. L. Spencer, et al, dated August 16th, 1927, Book 395 Page 279.
 Farmers Loan Company, dated October 1st, 1927, Book 395 Page 454.
 Klein Land Company, dated October 6th, 1927, Book 399 Page 589.
 David M. Rush and Ada Pearlle Rush, dated August 12th, 1927, Book 395 Page 268.
 Asa T. Jones, Jr., dated October 4th, 1927, Book 399 Page 587.
 Gladys Gregg and Chas. V. Gregg, dated September 17th, 1927, Book 399 Page 583.
 John Schryver and Evelyn Schryver, dated August 11th, 1927, Book 395 Page 278.
 Samuel Brown, Jr., dated August 18th, 1927, Book 399 Page 387.
 A. H. Thompson, dated October 4th, 1927, Book 399 Page 595.
 Mae L. Patterson and B. F. Patterson, dated August 26th, 1927, Book 395 Page 266.
 Wm. Rubart, dated August 25th, 1927, Book 395 Page 267.
 Adam Arnet and Bessie S. Arnet, dated August 24th, 1927, Book 395 Page 455.
 M. M. Hunger and Elmore Floyd, dated January 25th, 1928, Book 396 Page 377.
 John L. Dye and Velma Dye, dated August 27th, 1927, Book 399 Page 393.
 Rufus Yates Cross and Ella Mae Cross, dated October 5th, 1927, Book 395 Page 460.
 Mary Arnet McMahon and Chas. McMahon, dated August 30th, 1927, Book 399 Page 432.
 Julius C. Gunter, dated September 30th, 1927, Book 396 Page 69.
 Doherty Investment Company, dated November 30th, 1927, Book 397 Page 42.
 Sylvester B. Niles, dated September 19th, 1927, Book 399 Page 591.
 E. L. Dodge, dated November 15th, 1927, Book 396 Page 68.
 John Moran, dated August 22nd, 1927, Book 395 Page 261.
 Robert J. Hill and Mrs. Beatrice Hill, dated August 12th, 1927, Book 396 Page 35.
 Earel W. Hitchins, dated August 19th, 1927, Book 399 Page 404.
 Wilson R. Hitchins and Charlotte W. Hitchins, dated August 19th, 1927, Book 399 Page 403.
 Simon J. Gaumer and Lorraine Gaumer, dated August 15th, 1927, Book 399 Page 399.
 Stanley Snyder, dated August 17th, 1927, Book 395 Page 277.
 L. A. Smith and Flora Smith, dated August 15th, 1927, Book 395 Page 276.
 James E. Shafer and Minnie B. Shafer, dated September 21st, 1927, Book 399 Page 594.
 J. Paul Jones and Mrs. M. Agnes Jones, dated August 11th, 1927, Book 396 Page 37.
 W. E. Shriner, dated August 20th, 1927, Book 395 Page 275.
 Eber C. Shouts and Rachel E. Shouts, dated August 13th, 1927, Book 395 Page 273.

Ira Shouts, dated August 17th, 1927, Book 395 Page 272.

Mary V. Shouts, dated August 15th, 1927, Book 395 Page 271.

Herbert V. Brown and Bessie M. Brown, dated August 16th 1927, Book 399 Page 385.

Agatha A. Ford and Clarence E. Ford, dated August 27th, 1927, Book 399 Page 396.

William Floyd Lyons and Jennie Lyons, dated August 19th, 1927, Book 395 Page 256.

Frank W. Bourne and Dora Bourne, dated August 12th, 1927, Book 399 Page 384.

Frank W. Bourne and Dora Bourne, dated October 25th, 1927, Book 395 Page 457.

Fred B. Deal, dated September 19th, 1927, Book 395 Page 461.

F. T. Munsell and Ruth M. Munsell, dated August 22nd, 1927, Book 395 Page 259.

W. M. Tanner, dated October 13th, 1927, Book 396 Page 71.

The Davis Manufacturing Company, dated September 6th, 1927, Book 395 Page 462.

Cora Pittenger Hall, dated October 28th, 1927, Book 399 Page 593.

Ruth M. Munsell and F.T. Munsell, dated August 22nd, 1927, Book 395 Page 258.

Blanche Hixon, dated September 9th, 1927, Book 399 Page 401.

Frank Tanner and Mrs. Frank Tanner, dated November 19th, 1927, Book 397 Page 277.

The following agreements are recorded in the records of Pueblo County, Colorado in the book and at the page indicated and cover right of way across property located in said county,

Blanche Hixon, dated September 9th, 1927, Book 675 Page 425.

R.B. Pittenger, dated September 3rd, 1927, Book 675 Page 426.

H.L.L. Anderson and S. L. Anderson, dated August 26th, 1927, Book 675 Page 427.

John P. Snider and Nettie Snider, dated September 2nd, 1927, Book 675 Page 476.

Robert B. Pittenger, dated September 3rd, 1927, Book 675 Page 428.

Blanche Pittenger Bennett, et al, dated September 14th, 1927, Book 682 Page 184.

Charles H. Davis, dated September 21st, 1927, Book 675 Page 429.

Olivia L. Davis, dated September 10th, 1927, Book 675 Page 430.

Walter I. Adams, dated October 3rd, 1927, Book 682 Page 156.

G. E. Purkis, dated December 20th, 1927, Book 682 Page 581.

Herman C. Thrapp, dated September 2nd, 1927, Book 675 Page 431.

Effie Wallace dated September 15th, 1927, Book 675 Page 432.

Myrtle Leonard, dated October 7th, 1927, Book 682 Page 157.

M. E. Riley and Emelia A. Riley, dated September 7th, 1927, Book 675 Page 433.

Elizabeth J. Meek, dated September 28th, 1927, Book 682 Page 158.

William Altman, dated September 29th, 1927, Book 675 Page 434.

W. L. Jacobs and Birdie B. Jacobs, dated September 15th, 1927, Book 675 Page 435.

Sarah J. Jarrett, et al, dated September 1st, 1927, Book 675 Page 436.

Wm. R. Brown and Tisha Brown, dated October 8th, 1927, Book 682 Page 159.

Wm. E. Kerns and Mrs. Bessie M. Kerns, dated September 24th, 1927, Book 675 Page 437.

Mary C. O'Neil and F. D. O'Neil, dated September 17th, 1927, Book 682 Page 160.

Theodore M. Carlson, dated September 6th, 1927, Book 675 Page 438.

Hermira L. Baldwin, dated November 17th, 1927, Book 682 Page 161.

Ida E. Wineinger, dated August 31st, 1927, Book 675 Page 439.

Hatchet Cattle Company, dated August 26th, 1927, Book 675, Page 440.

Alex S. Pickeral, dated October 3rd, 1927, Book 682 Page 162.

Dale Pickeral and Essie E. Pickeral, dated September 13th, 1927, Book 675 Page 441.

Frank J. O'Neil, dated November 17th, 1927, Book 682 Page 580.

W. L. Pickeral, dated October 7th, 1927, Book 682 Page 163.

Alfred J. Lamoreaux and Cora A. Lamoreaux, dated August 27th, 1927, Book 675 Page 442.

Francesco Moschetti, dated September 15th, 1927, Book 675 Page 443.

Anton Berardi, dated September 15th, 1927, Book 675 Page 444.

Mary Lutin, dated August 26th, 1927, Book 675 Page 445.

William J. Henry, dated September 26th, 1927, Book 675 Page 446.

Florence E. Hess and E. R. Hess, dated September 15th, 1927, Book 675 Page 447.

Edward Ring, dated October 5th, 1927, Book 675 Page 448.

C. Roberts, dated January 9th, 1928, Book 686 Page 121.

Perry E. Gearhart and Lillian Gearhart, dated September 1st, 1927, Book 675 Page 449.

Henry Fountain and Mrs. H. Fountain, dated August 30th, 1927, Book 675 Page 478.

Welton Land and Water Company, dated November 8th, 1927, Book 682 Page 588.

Frederick W. Haver and Ruth B. Haver, dated August 30th, 1927, Book 675 Page 450.

Walton W. Shewman, dated September 28th, 1927, Book 675 Page 451.

Frank J. Sachs and Mina Sachs, dated September 19th, 1927, Book 675 Page 452.

Elizabeth Smith and Cornelius Smith, dated October 14th, 1927, Book 682 Page 164.

Frank Miklic, dated September 12th, 1927, Book 675 Page 453.

Genevieve Tucker, dated September 13th, 1927, Book 675 Page 454.

Hulda Smith and William Smith, dated September 12th, 1927, Book 675 Page 455.

William Smith and Hulda Smith, dated September 12th, 1927, Book 675 Page 456.

Leonora Randall, dated October 5th, 1927, Book 675 Page 457.

George B. Van Duyn and Ellen A. Van Duyn, dated September 21st, 1927, Book 675 Page 480.

Fred Walz and Caroline Walz, dated October 15th, 1927, Book 682 Page 165.

Andro Ladamus and Carrie Ladamus, dated August 31st, 1927, Book 675 Page 462.

Clyde O'Neal and Hazel R. O'Neal, dated September 13th, 1927, Book 675 Page 458.

Harley D. Rusler and Nell Rusler, dated October 14th, 1927, Book 682 Page 166.

Lulu M. Sprengle and J. A. Sprengle, dated November 12th, 1927, Book 682 Page 167.

C. D. Wilcox and Mattie Wilcox, dated September 13th, 1927, Book 675 Page 459.

Mike Chirby and Miri Chirby, dated October 17th, 1927, Book 682 Page 186.

Sarah S. McCurry, dated October 19th, 1927, Book 682 Page 168.

Julia E. McMillan, dated November 16th, 1927, Book 682 Page 169.

Daniel W. Danielson, dated October 14th, 1927, Book 682 Page 170.

Mary H. Martin, and John L. Martin, dated September 28th, 1927, Book 674 Page 590.

John L. Martin and Mary H. Martin, dated September 28th, 1927, Book 674 Page 591.

Guiseppe Micele and Sam Vinci, dated October 1st, 1927, Book 675 Page 484.

Andrew J. Hoover, dated September 12th, 1927, Book 675 Page 460.

E. E. Crocker and L. M. Crocker, dated November 3rd, 1927, Book 682 Page 171.

Dewitt C. Murray, et al, dated October 1st, 1927, Book 675 Page 461.

Rolland G. Castle and Lawrence A. Castle, dated September 30th, 1927, Book 675 Page 462.

H. F. Benson, dated October 13th, 1927, Book 682 Page 172.

Excelsior Land and Live Stock Company, dated September 8th, 1927, Book 675 Page 486.

L. E. Woodard and Cora M. Woodard, dated September 12th, 1927, Book 675 Page 463.

John H. Thatcher, dated October 20th, 1927, Book 682 Page 184.

R. C. White, dated November 10th, 1927, Book 682 Page 173.

Horse Creek Land and Cattle Company, dated November 18th, 1927, Book 682 Page 582.

Agnes E. Holmes, dated October 1st, 1927, Book 675 Page 464.

Albert H. Holmes, dated October 17th, 1927, Book 682 Page 174.

Floyd F. Huntley and Etta Huntley, dated October 28th, 1927, Book 687 Page 580.

Joseph F. Redshaw, dated September 27th, 1927, Book 687 Page 567.

The following agreements are recorded in the records of El Paso County, Colorado, in the book and at the page indicated and cover right of way across property located in said county.

Aggie C. Benbow, et al, dated September 20th, 1927, Book 798 Page 145.
 Reed Dysart and S. A. Jones Estate, dated October 13th, 1927, Book 798 Page 201.
 D. N. Heizer, dated September 8th, 1927, Book 798 Page 146.
 Edgar Lumber and Box Company, dated September 10th, 1927, Book 798 Page 202.
 E. M. Sours, dated September 9th, 1927, Book 798 Page 147.
 Oscar J. Charles, dated September 9th, 1927, Book 798 Page 149.
 William Lennox and Ralph O. Giddings, dated October 11th, 1927, Book 798 Page 204.
 Joe Cochiar, dated September 10th, 1927, Book 798 Page 150.
 J. R. Bradley, dated November 10th, 1927, Book 798 Page 205.
 W. A. J. Bell, dated October 4th, 1927, Book 798 Page 151.
 Alfonso Pinello, dated October 19th, 1927, Book 798 Page 227.
 Sarah K. Hahn, dated September 9th, 1927, Book 798 Page 153.
 John L. McMahon, dated September 16th, 1927, Book 798 Page 154.
 Fred A. Morath, dated September 7th, 1927, Book 798 Page 155.
 Joseph W. Reid, dated September 14th, 1927, Book 798 Page 157.
 Thomas Ord and Hattie V. Ord, dated September 9th, 1927, Book 798 Page 158.
 Malcolm L. Ord and Cortenia F. Gray, dated September 29th, 1927, Book 798 Page 159.
 Henry Nielson, dated September 12th, 1927, Book 798 Page 161.
 Edith J. Southcotte, dated September 13th, 1927, Book 798 Page 162.
 Katie Fisher, dated October 24th, 1927, Book 798 Page 206.
 Milo Street and Pearl Street, dated September 12th, 1927, Book 798 Page 163.
 Caroline J. Emerson, et al, dated November 25th, 1927, Book 798 Page 224.
 W. H. Remington, dated September 13th, 1927, Book 798 Page 165.
 Fred W. Green, dated October 24th, 1927, Book 798 Page 208.
 Albert T. Bigler and Laura A. Bigler, dated October 21st, 1927, Book 798 Page 209.
 M. A. Greening and William Greening, dated September 13th, 1927, Book 798 Page 166.
 C. A. Weinberger, dated September 15th, 1927, Book 798 Page 167.
 Charles H. Hellums, dated September 16th, 1927, Book 798 Page 225.
 Thomas Francis Rooney, dated September 12th, 1927, Book 798 Page 169.
 Werner A. Hering and Clara M. Hering, dated September 12th, 1927, Book 798 Page 170.
 Lydia A. West and C. S. West, dated September 13th, 1927, Book 798 Page 171.
 John G. Evans, dated September 12th, 1927, Book 798 Page 173.
 J. H. Risher and Dora M. Risher, dated September 12th, 1927, Book 798 Page 174.
 Emil C. Immer, dated September 12th, 1927, Book 798 Page 175.
 Henry Schroeder and Emilie Schroeder, dated September 15th, 1927, Book 798 Page 177.
 Frank L. Tintle and Grace Tintle, dated September 15th, 1927, Book 798 Page 178.
 L. D. Green and Ella Green, dated September 15th, 1927, Book 798 Page 179.
 Charles Nathan, dated October 27th, 1927, Book 798 Page 265.

The following agreements are recorded in the records of Douglas County, Colorado in the book and at the page indicated and cover right of way across property located in said County.

Mary R. Williamson and C. Perry Williamson, dated September 17th, 1927, Book 83 Page 89.
 David J. Tintle and Julia A. Tintle, dated September 27th, 1927, Book 83 Page 153.
 Homer L. Roberts, dated September 17th, 1927, Book 83 Page 90.
 Alfred Aulsebrook and Carrie Aulsebrook, dated September 17th, 1927, Book 83 Page 91.

James G. Alderman and Helen Alderman, dated September 17th, 1927, Book 83 Page 92.
 Alphonse Muller and Luella Muller, dated September 19th, 1927, Book 83 Page 93.
 E. J. Merriman, dated September 17th, 1927, Book 83 Page 94.
 Broer Guthals and Anna M. Guthals, dated September 19th, 1927, Book 83 Page 95.
 William Clugy and Margaret Clugy, dated October 6th, 1927, Book 83 Page 96.
 G. Schrieber, dated September 19th, 1927, Book 83 Page 109.
 Caroline Schreiber, dated September 24th, 1927, Book 83 Page 98.
 George W. Whitehead, dated October 6th, 1927, Book 83 Page 99.
 Howard L. Maddox and Emma E. Maddox, dated November 15th, 1927, Book 83 Page 127.
 Caroline Schreiber, dated September 24th, 1927, Book 83 Page 100.
 John W. and Isaac N. Hill, dated September 20th, 1927, Book 83 Page 154.
 R. J. Dutton and C. M. Kendall, dated October 4th, 1927, Book 83 Page 97.
 Andrew E. Johnson and Mrs. A. E. Johnson, dated September 23rd, 1927, Book 83 Page 101.
 Andrew E. Johnson and Mrs. A. E. Johnson, dated September 23rd, 1927, Book 83 Page 102.
 George J. Deitrich, dated September 23rd, 1927, Book 83 Page 103.
 George Gienger and Barbara Gienger, dated September 28th, 1927, Book 83 Page 104.
 R. F. Kain, et al, dated September 24th, 1927, Book 83 Page 105.
 John R. Campbell, et al, dated January 27th, 1928, Book 83 Page 155.
 Mark Wheeler and Mrs. Anna Wheeler, dated September 19th, 1927, Book 83 Page 106.
 Willard L. Fales, dated December 16th, 1927, Book 83 Page 128.
 Anna Maria Baird, dated September 29th, 1927, Book 83 Page 108.
 John E. Sheehan, dated October 8th, 1927, Book 83 Page 107.
 Andrew Kelty, dated December 16th, 1927, Book 83 Page 129.
 William T. Kleinert, dated October 20th, 1927, Book 83 Page 110.
 Wm. E. Converse and Ida M. Converse, dated September 16th, 1927, Book 83 Page 88.
 Hugh P. Wheeler, et al, dated September 21st, 1927, Book 83 Page 87.
 Th. Christensen, dated December 16th, 1927, Book 83 Page 130.
 Roy J. Woodbury and Faye L. Woodbury, dated September 20th, 1927, Book 83 Page 86.
 J. S. Dyson, dated September 21st, 1927, Book 83 Page 85.
 John W. Drake, dated September 20th, 1927, Book 83 Page 84.
 S. B. Gooding and John E. Sheehan, dated December 17th, 1927, Book 83 Page 131.
 J. M. Swingle, dated September 20th, 1927, Book 83 Page 83.
 Martin Christiansen and Tressa E. Christiansen, dated September 20th, 1927, Book 83 Page 82.
 Adam Daiss, dated November 5th, 1927, Book 83 Page 119.
 Anna O. Slemmer, dated December 15th, 1927, Book 83 Page 132.
 Henry A. Clarke and Emma M. Clarke, dated November 15th, 1927, Book 83 Page 133.
 E. P. Haskins and Dorothy Hammond Haskins, dated September 19th, 1927, Book 83 Page 81.
 Xavier and Emma Baldouf, dated November 30th, 1927, Book 83 Page 134.
 Otto Arnold, dated December 15th, 1927, Book 83 Page 126.
 R. T. Hawkey, dated September 19th, 1927, Book 83 Page 80.
 E. A. Pouppirt and Lena Pouppirt, dated December 15th, 1927, Book 83 Page 125.
 John Demont, dated September 19th, 1927, Book 83 Page 79.
 George W. Smith, dated October 7th, 1927, Book 83 Page 78.
 A. L. Bowen, dated December 14th, 1927, Book 83 Page 120.
 Wm. R. Rogerson and Daisy Rogerson, dated September 19th, 1927, Book 83 Page 77.

The following agreements are recorded in the records of Arapahoe County, Colorado, in the book and at the page indicated and cover right of way across property located in said County:

William R. Rogerson and Daisy Rogerson, dated October 3rd, 1927, Book 247 Page 476.
 Wm. Murdock, dated January 5th, 1928, Book 260 Page 133.
 John B. Fuller, dated October 11th, 1927, Book 255 Page 445.
 John B. Fuller dated October 11th, 1927, Book 255 Page 443.
 Berkshire Investment Company, dated November 16th, 1927, Book 255 Page 435.
 Hazel Hopkins Spore, dated October 17th, 1927, Book 255 Page 467.
 R. J. Bardwell and L. Mortensen, dated November 16th, 1927, Book 255 Page 429.
 L. Mortensen and Wine Mortensen, dated October 4th, 1927, Book 247 Page 477.
 Mary I. Woods, et al, dated October 28th, 1927, Book 255 Page 473.
 Morris J. Kennedy, dated December 15th, 1927, Book 255 Page 455.
 H. C. Dransfeldt and M. C. Dransfeldt, dated October 6th, 1927, Book 247 Page 479.
 Ernest Knapp and Louise Knapp, dated October 15th, 1927, Book 255 Page 453.
 Vivian Eddy and John J. Eddy, dated October 6th, 1927, Book 247 Page 481.
 Hettie M. Stout, et al, January 11th, 1928, Book 260 Page 131.
 Elsie Peck Smith and Margaret Gornick, dated February 4th, 1928, Book 260 Page 129.
 Robert Russell, dated January 23th, 1928, Book 260 Page 125.
 Henry Plumb, dated January 4th, 1928, Book 260 Page 123.
 Michael Mullin, dated December 15th, 1927, Book 255 Page 459.
 Julia M. Barney, dated October 12th, 1927, Book 255 Page 427.
 Mrs. Clara B. Herbs, dated December 12th, 1927, Book 255 Page 449.
 James D. Canary, dated October 10th, 1927, Book 247 Page 483.
 John F. Jensen and Mrs. C. M. Jensen, dated October 4th, 1927, Book 247 Page 485.
 Denver Union Water Company, dated December 14th, 1927, Book 255 Page 439.
 M. Thomas Chase, dated October 18th, 1927, Book 255 Page 433.
 Jasper E. Tilton, dated October 15th, 1927, Book 255 Page 469.
 W. H. Bannister, dated November 2nd, 1927, Book 255 Page 425.
 Asa O. Arnold, dated November 16th, 1927, Book 255 Page 421.
 J. L. Wadman, dated October 18th, 1927, Book 255 Page 471.
 W. L. Buck, dated November 28th, 1927, Book 255 Page 423.
 R. S. Cunningham, dated November 28th, 1927, Book 255 Page 431.
 Wm. C. Schenck, dated December 5th, 1927, Book 255 Page 465.
 S. T. Danly, dated October 14th, 1927, Book 255, Page 437.
 Percival M. Pierce and Paula Pierce, dated October 12th, 1927, Book 255 Page 461.
 Saichi Tritani and Takima Tritani, dated October 10th, 1927, Book 247 Page 487.
 L. G. Mosher and Mrs. Emma Mosher, dated October 5th, 1927, Book 247 Page 489.
 S. A. D. Culbertson, dated January 12th, 1928, Book 260 Page 119.
 Burt L. and Daisy E. Collins, dated January 25th, 1928, Book 260 Page 121.
 P. F. Sharp and M. D. Thatcher, dated December 21st, 1927, Book 255 Page 463.
 D. W. Working, Executor, Millie A. Booth Estate, dated January 20th, 1928, Book 257 Page 159.
 Walter L. Kerl, et al, dated December 1st, 1927, Book 255 Page 451.
 Josephine Schneider and Eugen Schneider, dated October 4th, 1927, Book 247 Page 491.
 Silas N. Jones and Minnie E. Jones, dated October 4th, 1927, Book 247 Page 493.
 Carrie E. Reed, dated January 13th, 1928, Book 260 Page 127.
 John T. Glasier, dated January 19th, 1928, Book 257 Page 153.
 August Hjelm, dated November 26th, 1927, Book 255 Page 447.

John T. Miller, dated November 14th, 1927, Book 255 Page 457.

Louis Nielson and Marie Nielson, dated October 5th, 1927, Book 247 Page 495.

The Holstein Land Company, dated March 24th, 1928, Book 260 Page 245.

The following agreements are recorded in the records of Pueblo County, Colorado in the book and at the page indicated and cover right of way across property located in said County:

C. F. & I. Branch Line

Clyde O'Neil, dated March 13th, 1928, Book 687 Page 390.

S. K. Clark, dated March 12th, 1928, Book 687 Page 391.

Robert E. and Marjorie O'Brien, dated March 29th, 1928, Book 688 Page 91.

Joe P. Winters, dated March 13th, 1928, Book 687 Page 392.

W. I. Sanford, dated March 7th, 1928, Book 687 Page 393.

C. J. Withrow, dated April 19th, 1928, Book 683 Page 198.

Hattie Wigton, dated March 20th, 1928, Book 687 Page 394.

John J. Baerg, dated March 7th, 1928, Book 687 Page 395.

Suburban Land & Investment Company, dated April 5th, 1928, Book 688 Page 275.

M. J. Ohnemus, dated March 14th, 1928, Book 687 Page 396.

Suburban Land & Investment Company, dated March 9th, 1928, Book 688 Page 277.

Paul J. Fengler, Administrator, Jacob Reimer Estate, dated April 7th, 1928, Book 688 Page 89.

R. L. and Ethel M. Coakley, dated March 14th, 1928, Book 687 Page 397.

Pueblo Branch Line

Orman Crushed Rock Company, dated April 23rd, 1928, Book 688 Page 526.

John and Josephine Kerns, dated April 23rd, 1928, Book 688, Page 524.

TOGETHER with all pipe, couplings, valves and other incidental equipment and material of every kind and character necessary to complete any uncompleted portions of said pipe line, and which is located on or near said right of way, and all compressing station machinery hitherto installed or to be installed in connection with said pipe line, and which has been purchased or is owned by the party of the first part, and including the telephone line and telephone equipment located on said right of way or paralleling or approximately paralleling the said pipe line, with all and singular the rights, easements, franchises and privileges to said pipe line, or the right of way therefor belonging or in any wise appertaining, and including each and every right of privilege possessed, owned or under the control of the party of the first part with respect to any and all parts and portions of said pipe line or the rights of way therefor, and the equipment thereon, and all of the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in or to the above described pipe line, right of way, equipment, pipe, telephone line and privileges thereunto belonging or thereunto appertaining.

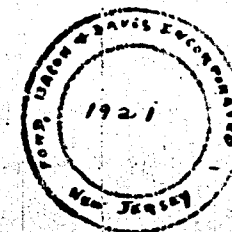
TO HAVE AND TO HOLD all of the above described property unto the said party of the second part, its successors and assigns forever.

AND the said FORD, BACON & DAVIS, INC., party of the first part, for itself its successors and assigns, does warrant the title against all persons claiming under it.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

ATTEST:

H. F. Storck,
Secretary



FORD, BACON & DAVIS, INC.

By Wm. Von Phul
Its President

State of New York)
County of New York) ss

The foregoing instrument was acknowledged before me this 5th day of June A. D. 1928, by Wm. Von Phul, as President, and Henry F. Storck, as Secretary of Ford, Bacon & Davis, Inc., a corporation organized and existing under and by virtue of the laws of New Jersey, and on said day before me personally appeared Wm. Von Phul, to me personally known, who being by me duly sworn did say that he is the President of Ford, Bacon & Davis, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Wm. Von Phul acknowledged said instrument to be the free act and deed of said corporation.

Charles E. Hill
Notary Public

Charles E. Hill
Notary Public, Kings County No. 580
Kings Co. Register's No. 9254
Certificate Filed in New York County
No. 731.
New York County Register's No. 94.5
Commission Expires March 30, 1929.

State of New York)
County of New York) ss

No. 42269 Series B.

I, William T. Collins, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, that said Court is a Court of Record, having by law a seal; that Charles E. Hill whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 15 day of June 1928.

William T. Collins
Clerk.

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No. 441461

GRANT DEED

Grant Deed

Elizabeth Spangler, et al.,

to

May Boppart

Filed for record 8:10 A.M.)

July 20, 1928

C. R. Furrow, Recorder

THIS INDENTURE, made the 5th day of July in the year of our Lord nineteen hundred and twenty-eight, between Elizabeth Spangler and J. Edwin Spangler her husband, the parties of the first part, and May Boppart, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Fifty Dollars, gold coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, and Grant unto the said party of the second part to her heirs and assigns forever, all the certain lot, piece or parcel of land, situate, lying and being in the County of El Paso and State of Colorado and bounded and particularly described as follows, to-wit:

W. 45 ft. of Front half of Lot 3 Block 23 Addition 3 Green Mountain Falls

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Elizabeth Spangler (SEAL)

J. Edwin Spangler (SEAL)

State of California)
County of Los Angeles) ss

On this 5 day of July A. D. 1928, before me a Notary Public in and for said County and State, personally appeared Elizabeth Spangler and J. Edwin Spangler known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Francis E. Nicholson

Notary Public in and for said
County and State

No. 441466

Warranty Deed

Asa T. Jones

to

Herbert G. Sinton, et al

Filed for record 9:31 A.M.)

July 20, 1928

C. R. Furrow, Recorder

THIS DEED made this seventh

day of June in the year of our Lord one thousand nine hundred

and twenty-eight between Asa T. Jones of the County of El Paso

and State of Colorado, of the first part, and Herbert G. Sinton and

Henry J. Luehring of the County of El Paso and State of Colo-

rado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations 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, has granted, bargained,

TO HAVE AND TO HOLD The aforesaid right, title and interest of the said party of the first part unto the said party of the second part, its successors and assigns forever, as fully and absolutely as the said party of the first part can, by virtue of the power and authority in him vested by said Trust Deed, convey the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

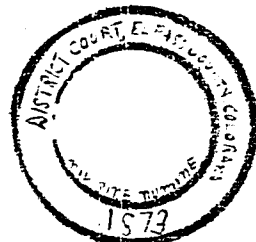
C. S. Morrison
As Public Trustee in the County of
El Paso in the State of Colorado.

STATE OF COLORADO)
COUNTY OF EL PASO)

I, Edgar Howbert, Clerk of the District Court in and for said County, in the State aforesaid, do hereby certify that C. S. Morrison, Public Trustee in said County, known to me to be such, and who is personally known to me to be the person whose name is subscribed to the foregoing Deed, as such Public Trustee, appeared before me this day in person, and acknowledged that as and in the capacity of Public Trustee in the County aforesaid, he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein specified.

Given under my hand and the seal of said Court, this 18th day of November, A. D. 1927.

Edgar Howbert
Clerk of the Dist. Court El Paso Co. Colo.



No. 430215

Notice of Election and
Demand for Sale

The City Savings Bldg.
and Loan Assn.,

v.

Anthony T. Brown

Filed for record 3:40 P. M.
November 28, 1927.

C. R. Furrow, Recorder.

TO THE PUBLIC TRUSTEE IN AND FOR THE COUNTY OF EL PASO IN
THE STATE OF COLORADO:

WHEREAS, On the Twenty-eighth day of November, A. D. 1916,
Anthony T. Brown executed and delivered his certain Deed of Trust,
duly recorded in the office of the County Clerk and Recorder of
the County of El Paso in the State of Colorado in Book 550 at Page
182 of the records in said office, conveying to the Public Trustee
in the County aforesaid the following described real estate, sit-
uate, lying and being in the County of El Paso and State of Colo-
rado, to-wit:

The West Forty feet of Lot Eighteen, Victoria Subdivision,
Colorado Springs, Colorado.

to secure to THE CITY SAVINGS, BUILDING AND LOAN ASSOCIATION the payment of the sum of Three
Hundred Seventy-five Dollars, upon the terms and conditions in said Deed of Trust contained, and

WHEREAS, Default has been made in the payment of Principal and Interest when due secured by
said Deed of Trust and the covenants in said Deed of Trust have been violated, and,

WHEREAS, The undersigned is now the owner and holder of the indebtedness secured by said
Deed of Trust:

NOW THEREFORE, You are hereby notified that the undersigned, as the owner and holder of the
indebtedness secured by said Deed of Trust, declares a violation of the covenants of said Deed
of Trust and elects to advertise the property therein described for sale, and hereby demand that
you, as Public Trustee named in said Deed of Trust, do forthwith proceed, as provided by law and

according to the terms of said Deed of Trust, to give notice, to advertise for sale, and to sell
the premises and property in and by said Deed of Trust described and conveyed, for the purpose of
paying the indebtedness thereby secured and all costs and expenses of making such sale.

Dated this Twenty-ninth day of November, A. D. 1927.

(In Duplicate Originals)

The City Savings Bldg. and Loan Assn.,
By E. L. Terry, Sec'y.

No. 430309

Right of Way

Reed Dysart, et al

to

Ford, Bacon & Davis, Inc.,

Filed for Record 11:30 A. M.

December 1, 1927.

C. R. Furrow, Recorder.

) State of Colorado)
) County of El Paso)

ss.

No. 3

For and In Consideration of the sum of Three Hundred
Thirty-Six Dollars, to the undersigned owners paid, the
receipt of which is hereby acknowledged, the undersigned
hereby grant to Ford, Bacon & Davis, Inc., a corporation
organized under the laws of the State of New Jersey, its
successors or assigns, the right of way to lay, construct,
reconstruct, replace, renew, maintain and operate a pipe
line for the transportation of gas, petroleum or any of its products, also water or other sub-
stances, or either thereof, and as incident thereto to erect and maintain, operate, change,
renew and reconstruct a telephone and telegraph line, or either of them as may be necessary
in connection with the use of the pipe line, together with the right of ingress and egress
on, over and through the following described lands situate in El Paso County, and State of
Colorado, to-wit:

NE $\frac{1}{4}$ of Section 36, E $\frac{1}{2}$ & E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 25, S $\frac{1}{2}$ of Section 24, All in Township
16 South Range 65 West, Acquired by the Present Vendor as per Deed of Record in Book 631,
Pages 568 and 569 of the Records of El Paso County, Colorado.

Said right-of-way being -672- rods, more or less, in length, and located approximately
as shown by Grantee's present survey.

The said undersigned owners, their heirs or assigns, to fully use and enjoy such premises
except as the same may be necessary for the purpose herein granted to said Ford, Bacon & Davis
Inc., its successors or assigns.

The said Ford, Bacon & Davis, Inc., its successors or assigns, hereby agrees to pay
any damages which may arise from laying, maintaining, operating or removing said pipe line,
said damage, if not mutually agreed upon, to be ascertained and determined by three disin-
terested persons; one thereof to be appointed by the owners of said lands, their heirs or
assigns, one by Ford, Bacon & Davis, Inc., its successors or assigns, and the third person
by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All pipe lines laid under this grant and passing through cultivated land shall be buried
not less than twenty inches deep, and shall be so laid as not to interfere with ordinary cul-
tivation of such land after construction has been completed.

It is further agreed that for the consideration above mentioned Ford, Bacon & Davis, Inc.,
its successors or assigns, is hereby granted the right to, at any time, lay an additional
line or lines of pipe alongside of the first line as herein provided, upon the payment of a
further consideration of Fifty Cents (\$.50) per rod for each additional line when laid, and
subject to the same rights and conditions, said Ford, Bacon & Davis, Inc., its successors or
assigns, to have the right to change the size of its pipe, the damage, if any, in making such
change to be paid by Ford, Bacon & Davis, Inc., its successors or assigns, to the owners of
said lands, their heirs or assigns.

No. 441402) THIS DEED, Made this 5th day of June, in the year of our Lord
 Special Warranty Deed) One Thousand Nine Hundred and Twenty-eight, between FORD, BACON &
 Ford, Bacon & Davis, Inc.,) DAVIS, INC., a corporation organized and existing under and by
 to) virtue of the laws of the State of New Jersey, of the first part,
 Colorado Interstate Gas Co.) and COLORADO INTERSTATE GAS COMPANY, a corporation organized and
 Filed for record 9:00 A.M.) existing under and by virtue of the laws of the State of Delaware,
 July 19, 1928) of the second part,

C. R. Furrow, Recorder) WITNESSETH : That the said party of the first part for and
 ----- in consideration of the sum of Ten Dollars (\$10.00) and other good
 and valuable considerations to the said party of the first part in hand paid by said party of
 the second part, receipt whereof is hereby confessed and acknowledged, has granted and released,
 and by these presents does grant and release unto the party of the second part, its successors
 and assigns forever, the following described property to-wit:

A gas pipe line approximately two hundred fifty-five (255) miles in length, having its
 southern terminus at a point of connection with the pipe line of the Canadian River Gas Company,
 at a point in Union County, New Mexico, approximately seven and one-half (7 1/2) miles northeast
 of the town of Clayton, New Mexico, and two and one-third (2 1/3) miles west of the Texas-New
 Mexico state line, and running thence in a northwesterly direction through Union County, New
 Mexico, crossing the New Mexico-Colorado state line into Las Animas County, Colorado, at a point
 approximately eleven (11) miles east of Branson, Colorado, and extending thence in a northwest-
 erly direction through Las Animas County, Colorado, crossing the line between Las Animas County
 and Pueblo County, Colorado, at a point approximately two and one-half (2 1/2) miles west of the
 dividing line between Pueblo County and Otero County, Colorado, and continuing in a northwesterly
 direction to and across the Arkansas River at or near Devine, Colorado, and continuing to and
 across the dividing line between Pueblo County and El Paso County, Colorado, at a point ap-
 proximately three and one-half (3 1/2) miles east of Henkel, Colorado, and continuing in a
 northwesterly direction passing Colorado Springs, Colorado, approximately six (6) miles to the
 east thereof, and continuing in a northerly direction to and across the dividing line between
 El Paso County and Douglas County, Colorado, at a point approximately one (1) mile west of the
 dividing line between Douglas County and Elbert County, Colorado, and continuing in a northerly
 direction across Douglas County to and across the dividing line between Douglas County and
 Arapahoe County, Colorado, at a point approximately four (4) miles northwest of Parker, Colo-
 rado, and continuing in a northwesterly direction to a point of connection with the pipe line
 of the Public Service Company of Colorado, at or near the boundary line of the City and County
 of Denver, Colorado, which last mentioned point is located in the West one-half of Block one (1)
 Jersey Subdivision, Arapahoe County, Colorado.

And the right of way for said pipe line, more particularly described in agreements with
 the following named persons, recorded at the places indicated, to-wit:

The following agreements are recorded in the records of Union County, New Mexico in the
 book and at the page indicated and cover right of way across property located in said County:

- A. P. Wilson and Maggie L. Wilson, dated July 26th, 1927, Book 11 Page 589.
- J. T. Horn and S. C. Horn, dated July 26th, 1927, Book 11 Page 590.
- Thurman H. Seaman, dated July 26th, 1927, Book 11 Page 592.
- Morris C. Johnson and Amy B. Johnson, dated November 8th, 1927, Book 13 Page 339.
- C. P. Talbot, Agent for Clayton Pool, dated August 6th, 1927, Book 11 Page 594.
- H. Golden and Juda E. Golden, dated July 26th, 1927, Book 11 Page 595.
- Alexander H. Bishop and Sue U. Bishop, dated July 26th, 1927, Book 11 Page 597.

- R. K. Wootten, dated December 14th, 1927, Book 13 Page 395.
- Henry S. Holmes and Clara Holmes, dated July 27th, 1927, Book 11 Page 598.
- Federal Land Bank of Wichita, dated August 8th, 1927, Book 11 Page 600.
- D. W. Priestley, Receiver of Union Trust and Savings Bank and Sam J. Lusk, Receiver
 of First National Bank, Clayton, dated July 27th, 1927, Book 11 Page 602.
- N. G. Poe, dated October 31st, 1927, Book 13 Page 294.
- Helen K. Woodward and Hugh B. Woodward, dated August 23rd, 1927, Book 13 Page 179.
- Arthur O. Rinker and Bessie E. Rinker, dated July 28th, 1927, Book 11 Page 603.
- Jake F. Stephenson and Mary Stephenson, dated July 30th, 1927, Book 11 Page 605.
- The Baxter National Bank, dated September 9th, 1927, Book 13 Page 181.
- W. P. Watson, et al, dated August 9th, 1927, Book 13 Page 178.
- Heirs of John Thomas Francis, dated July 29th, 1927, Book 11 Page 607.
- J. C. Carpenter, dated August 1st, 1927, Book 11 Page 610.
- Dora A. Cornitt, dated July 27th, 1927, Book 11 Page 611.
- W. A. Alexander, et al, dated July 29th, 1927, Book 11 Page 613.
- Pearl B. Keller and S. G. Keller, dated August 11th, 1927, Book 13 Page 176.
- Susie J. Shaw and Charles Shaw, dated July 28th, 1927, Book 11 Page 617.
- Jeanette Carpenter, dated August 1st, 1927, Book 11 Page 618.
- Bonnie Louise Carpenter, dated August 1st, 1927, Book 11 Page 620.
- Fannie Manlove, dated July 30th, 1927, Book 11 Page 622.
- Bessie Lee Carroll, dated July 27th, 1927, Book 13 Page 12.
- Charles H. Mundy, et al, dated July 28th, 1927, Book 11 Page 623.
- J. T. Gilmour and Sarah P. Gilmour, dated August 25th, 1927, Book 13 Page 396.
- State of New Mexico, dated November 28th, 1927, Book 13 Page 388.
- George Wight and Mabel S. Wight, dated November 10th, 1927, Book 13 Page 314.
- Artie M. Smart, dated July 28th, 1927, Book 11 Page 625.
- Frank E. Peet and Hazel Peet, dated July 27th, 1927, Book 11 Page 627.
- W. M. Peet and Mary G. Peet, dated February 3rd, 1928, Book 13 Page 454.
- Jacob T. Castor and Clara E. Castor, dated August 9th, 1927, Book 13 Page 175.
- J. Van Cleave and Merle Van Cleave, dated July 29th, 1927, Book 11 Page 628.
- I. R. McQueen, as Executor, Estate of Mary L. Williamson, dated August 17th, 1927,
 Book 13 Page 173.
- American National Insurance Company, dated August 6th, 1927, Book 13 Page 239.
- American National Insurance Company, dated August 6th, 1927, Book 11 Page 630.
- Elmer C. Bell, dated February 3rd, 1928, Book 13 Page 456.
- David Cowan, Receiver of the First National Bank of Las Vegas, dated August 3rd, 1927,
 Book 11 Page 631.
- Mary Harvey and Jacob Harvey, dated July 28th, 1927, Book 11 Page 633.
- Ida J. Long and Arthur Long, dated August 20th, 1927, Book 13 Page 172.
- J. H. Chilcote and Clifflie L. Chilcote, dated August 4th, 1927, Book 13, Page 10.
- Adam Hintergardt, dated July 30th, 1927, Book 11, Page 635.
- William P. Moore and Ruth P. Moore, dated October 25th, 1927, Book 13 Page 398.
- Earl McLaughlin, dated December 1st, 1927, Book 13 Page 393.
- Mary Alice Isaacs, and R. W. Isaacs, dated July 29th, 1927, Book 11 Page 636.
- R. Alger and Mae Alger, dated September 26th, 1927, Book 13 Page 237.
- H. W. Shimp and Lena Shimp, dated August 9th, 1927, Book 13 Page 170.
- Lucas Treblehorn and Eva Treblehorn, dated July 27th, 1927, Book 11 Page 638.
- Peter Grenemier and Katie Grenemier, dated December 16th, 1927, Book 13 Page 392.
- David Stull, dated August 22nd, 1927, Book 13 Page 225.
- Mrs. C. V. Thompson, dated August 2nd, 1927, Book 13 Page 1.

Ruth Squires Winchester and J. W. Winchester, dated August 1st, 1927, Book 13 Page 2.

Emma Neatherlin Yopp and Ernest Yopp, dated July 28th, 1927, Book 13 Page 4.

Clara Ainsworth, dated October 5th, 1927, Book 13 Page 316.

Alzo F. Willett and Bessie Willett, dated July 28th, 1927, Book 13 Page 5.

W. C. Gouser and B. F. Gouser, dated July 30th, 1927, Book 13 Page 7.

Nelson R. Green and May Green, dated August 19th, 1927, Book 13 Page 169.

George Graham and Emma J. Graham, dated September 23rd, 1927, Book 13 Page 235.

Kansas City Life Insurance Company, dated September 12th, 1927, Book 13 Page 227.

R. E. Harrell, Trustee, dated October 1st, 1927, Book 13 Page 229.

DeRoy R. Brown and Rilla Brown, dated July 30th, 1927, Book 13 Page 15.

Henry J. Chapman and Carrie Chapman, dated July 28th, 1927, Book 13 Page 13.

W. A. Hamilton, dated August 1st, 1927, Book 13 Page 232.

Eva D. Whipple, dated August 22nd, 1927, Book 13 Page 167.

George W. Baker and Isabel Lane Baker, dated August 5th, 1927, Book 13 Page 17.

George W. Baker and Isabel Lane Baker, dated July 30th, 1927, Book 13 Page 18.

Ed T. Hamilton and W. A. Hamilton, dated August 3rd, 1927, Book 13 Page 230.

Geo. A. Fowler, dated October 1st, 1927, Book 13 Page 390.

J. M. Garlow, dated July 27th, 1927, Book 13 Page 9.

Mrs. Rheva U. Thomas and Clyde P. Thomas, dated September 17th, 1927, Book 13 Page 224.

George E. Hardesty and Stella V. Hardesty, dated July 29th, 1927, Book 13 Page 20.

George E. Hardesty and Stella V. Hardesty, dated July 29th, 1927, Book 13 Page 21.

John Thomas Brown and Frances Brown, dated July 29th, 1927, Book 13 Page 23.

James H. Hartley, dated August 23rd, 1927, Book 13 Page 234.

F. G. Cowden and Mrs. Maggie Cowden, dated August 11th, 1927, Book 13 Page 166.

Fred L. Hoyt, dated August 15th, 1927, Book 13 Page 562.

The Ohio National Life Insurance Company, dated October 18th, 1927, Book 13 Page 564.

The following agreements are recorded in the records of Las Animas County, Colorado in the book and page indicated and cover right of way across property located in said County:

Ella Kalene, dated August 17th, 1927, Book 396 Page 41.

Juan Crespín and Eleselda Crespín, dated September 23rd, 1927, Book 395 Page 458.

Mont E. Klugh and Nettie M. Klugh, dated September 23rd, 1927, Book 399 Page 590.

Heirs of Paulita P. Lucero, dated September 6th, 1927, Book 399 Page 434.

G. E. Mitchell and Sallie Mitchell, dated August 9th, 1927, Book 395 Page 263.

Charles Allen Fanning and Mrs. Beryl Buckner Fanning, dated August 17th, 1927, Book 399 Page 397.

Clarence W. Hosman, dated October 10th, 1927, Book 399 Page 585.

H. F. Mitchell, dated August 20th, 1927, Book 395 Page 262.

W. R. Bickley and Nellie J. Bickley, dated August 15th, 1927, Book 399 Page 391.

J. B. Ridling and Addie Ridling, dated August 10th, 1927, Book 395 Page 270.

Robert S. Jones and Annie D. Jones, dated August 25th, 1927, Book 396 Page 40.

J. E. Baker and Margaret P. Baker, dated August 18th, 1927, Book 397 Page 41.

Ethel Myrtle Ford and Clarence B. Ford, dated September 14th, 1927, Book 399 Page 433.

Lane F. Booher and Odessa M. Booher, dated August 9th, 1927, Book 395 Page 311.

Robert Bowers and Alberta K. Bowers, dated August 18th, 1927, Book 399 Page 389.

Henry N. Chapman and Inez L. Chapman, dated August 9th, 1927, Book 399 Page 392.

Jacob P. Hicks and Maggie Hicks, dated August 10th, 1927, Book 396 Page 36.

Fred H. Spohr, dated October 25th, 1927, Book 397 Page 276.

Nicolas Montoya, dated November 22nd, 1927, Book 396 Page 507.

John F. Dunn and Mrs. John F. Dunn, dated November 12th, 1927, Book 396 Page 506.

Alton E. Green and Leona Green, dated August 9th, 1927, Book 399 Page 400.

R. W. Mathews and Vina Mathews, dated September 26th, 1927, Book 395 Page 309.

Beatrice Alta Humphrey and William C. Humphrey, dated October 4th, 1927, Book 399 Page 586.

Alton R. McCallister, dated September 2nd, 1927, Book 395 Page 264.

William T. Waldroup, dated August 11th, 1927, Book 395 Page 283.

William H. Waldroup and Hazel Waldroup, dated August 11th, 1927, Book 395 Page 282.

Maud L. Waldroup, dated August 16th, 1927, Book 395 Page 281.

R. H. Bloxsom, dated September 1st, 1927, Book 399 Page 388.

John Gerych, dated August 23rd, 1927, Book 395 Page 466.

Albert Kuta, dated August 10th, 1927, Book 396 Page 39.

William Azar, dated February 14th, 1928, Book 396 Page 378.

O. H. Dasher and Emma C. Dasher, dated August 19th, 1927, Book 399 Page 395.

M. W. Sellers, dated October 3rd, 1927, Book 397 Page 44.

C. F. Barry, dated November 15th, 1927, Book 396 Page 67.

Earl H. Fischer, dated September 23rd, 1927, Book 395 Page 465.

Lewis Iosey, dated August 30th, 1927, Book 395 Page 257.

F. L. Spencer, et al, dated August 16th, 1927, Book 395 Page 279.

Farmers Loan Company, dated October 1st, 1927, Book 395 Page 454.

Klein Land Company, dated October 6th, 1927, Book 399 Page 589.

David M. Rush and Ada Pearlle Rush, dated August 12th, 1927, Book 395 Page 268.

Asa T. Jones, Jr., dated October 4th, 1927, Book 399 Page 587.

Gladys Gregg and Chas. V. Gregg, dated September 17th, 1927, Book 399 Page 583.

John Schryver and Evelyn Schryver, dated August 11th, 1927, Book 395 Page 278.

Samuel Brown, Jr., dated August 18th, 1927, Book 399 Page 387.

A. H. Thompson, dated October 4th, 1927, Book 399 Page 595.

Mae L. Patterson and B. F. Patterson, dated August 26th, 1927, Book 395 Page 266.

Wm. Rubart, dated August 25th, 1927, Book 395 Page 267.

Adam Arnet and Bessie S. Arnet, dated August 24th, 1927, Book 395 Page 455.

M. M. Hunger and Elmore Floyd, dated January 25th, 1928, Book 396 Page 377.

John L. Dye and Velma Dye, dated August 27th, 1927, Book 399 Page 393.

Rufus Yates Cross and Ella Mae Cross, dated October 5th, 1927, Book 395 Page 460.

Mary Arnet McMahon and Chas. McMahon, dated August 30th, 1927, Book 399 Page 432.

Julius C. Gunter, dated September 30th, 1927, Book 396 Page 69.

Doherty Investment Company, dated November 30th, 1927, Book 397 Page 42.

Sylvester B. Niles, dated September 19th, 1927, Book 399 Page 591.

E. L. Dodge, dated November 15th, 1927, Book 396 Page 68.

John Moran, dated August 22nd, 1927, Book 395 Page 261.

Robert J. Hill and Mrs. Beatrice Hill, dated August 12th, 1927, Book 396 Page 35.

Earel W. Hitchins, dated August 19th, 1927, Book 399 Page 404.

Wilson R. Hitchins and Charlotte W. Hitchins, dated August 19th, 1927, Book 399 Page 403.

Simon J. Gaumer and Lorraine Gaumer, dated August 15th, 1927, Book 399 Page 399.

Stanley Snyder, dated August 17th, 1927, Book 395 Page 277.

L. A. Smith and Flora Smith, dated August 15th, 1927, Book 395 Page 276.

James E. Shafer and Minnie B. Shafer, dated September 21st, 1927, Book 399 Page 594.

J. Paul Jones and Mrs. M. Agnes Jones, dated August 11th, 1927, Book 396 Page 37.

W. E. Shriner, dated August 20th, 1927, Book 395 Page 275.

Eber C. Shouts and Rachel E. Shouts, dated August 13th, 1927, Book 395 Page 273.

Ira Shouts, dated August 17th, 1927, Book 395 Page 272.

Mary V. Shouts, dated August 15th, 1927, Book 395 Page 271.

Herbert V. Brown and Bessie M. Brown, dated August 16th 1927, Book 399 Page 385.

Agatha A. Ford and Clarence E. Ford, dated August 27th, 1927, Book 399 Page 396.

William Floyd Lyons and Jennie Lyons, dated August 19th, 1927, Book 395 Page 256.

Frank W. Bourne and Dora Bourne, dated August 12th, 1927, Book 399 Page 384.

Frank W. Bourne and Dora Bourne, dated October 25th, 1927, Book 395 Page 457.

Fred B. Deal, dated September 19th, 1927, Book 395 Page 461.

F. T. Munsell and Ruth M. Munsell, dated August 22nd, 1927, Book 395 Page 259.

W. M. Tanner, dated October 13th, 1927, Book 396 Page 71.

The Davis Manufacturing Company, dated September 6th, 1927, Book 395 Page 462.

Cora Pittenger Hall, dated October 28th, 1927, Book 399 Page 593.

Ruth M. Munsell and F.T. Munsell, dated August 22nd, 1927, Book 395 Page 258.

Blanche Hixon, dated September 9th, 1927, Book 399 Page 401.

Frank Tanner and Mrs. Frank Tanner, dated November 19th, 1927, Book 397 Page 277.

The following agreements are recorded in the records of Pueblo County, Colorado in the book and at the page indicated and cover right of way across property located in said county,

Blanche Hixon, dated September 9th, 1927, Book 675 Page 425.

R.B. Pittenger, dated September 3rd, 1927, Book 675 Page 426.

H.L.L. Anderson and S. L. Anderson, dated August 26th, 1927, Book 675 Page 427.

John P. Snider and Nettie Snider, dated September 2nd, 1927, Book 675 Page 476.

Robert B. Pittenger, dated September 3rd, 1927, Book 675 Page 428.

Blanche Pittenger Bennett, et al, dated September 14th, 1927, Book 682 Page 184.

Charles H. Davis, dated September 21st, 1927, Book 675 Page 429.

Olivia L. Davis, dated September 10th, 1927, Book 675 Page 430.

Walter I. Adams, dated October 3rd, 1927, Book 682 Page 156.

G. E. Purkis, dated December 20th, 1927, Book 682 Page 581.

Herman C. Thrapp, dated September 2nd, 1927, Book 675 Page 431.

Effie Wallace dated September 15th, 1927, Book 675 Page 432.

Myrtle Leonard, dated October 7th, 1927, Book 682 Page 157.

M. E. Riley and Emelia A. Riley, dated September 7th, 1927, Book 675 Page 433.

Elizabeth J. Meek, dated September 28th, 1927, Book 682 Page 158.

William Altman, dated September 29th, 1927, Book 675 Page 434.

W. L. Jacobs and Birdie B. Jacobs, dated September 15th, 1927, Book 675 Page 435.

Sarah J. Jarrett, et al, dated September 1st, 1927, Book 675 Page 436.

Wm. R. Brown and Tisha Brown, dated October 8th, 1927, Book 682 Page 159.

Wm. E. Kerns and Mrs. Bessie M. Kerns, dated September 24th, 1927, Book 675 Page 437.

Mary C. O'Neil and F. D. O'Neil, dated September 17th, 1927, Book 682 Page 160.

Theodore M. Carlson, dated September 6th, 1927, Book 675 Page 438.

Hermira L. Baldwin, dated November 17th, 1927, Book 682 Page 161.

Ida E. Wineinger, dated August 31st, 1927, Book 675 Page 439.

Hatchet Cattle Company, dated August 26th, 1927, Book 675, Page 440.

Alex S. Pickeral, dated October 3rd, 1927, Book 682 Page 162.

Dale Pickeral and Essie E. Pickeral, dated September 13th, 1927, Book 675 Page 441.

Frank J. O'Neil, dated November 17th, 1927, Book 682 Page 580.

W. L. Pickeral, dated October 7th, 1927, Book 682 Page 163.

Alfred J. Lamoreaux and Cora A. Lamoreaux, dated August 27th, 1927, Book 675 Page 442.

Francesco Moschetti, dated September 15th, 1927, Book 675 Page 443.

Anton Berardi, dated September 15th, 1927, Book 675 Page 444.

Mary Lutin, dated August 26th, 1927, Book 675 Page 445.

William J. Henry, dated September 26th, 1927, Book 675 Page 446.

Florence E. Hess and E. R. Hess, dated September 15th, 1927, Book 675 Page 447.

Edward Ring, dated October 5th, 1927, Book 675 Page 448.

C. Roberts, dated January 9th, 1928, Book 686 Page 121.

Perry E. Gearhart and Lillian Gearhart, dated September 1st, 1927, Book 675 Page 449.

Henry Fountain and Mrs. H. Fountain, dated August 30th, 1927, Book 675 Page 478.

Welton Land and Water Company, dated November 8th, 1927, Book 682 Page 588.

Frederick W. Haver and Ruth B. Haver, dated August 30th, 1927, Book 675 Page 450.

Walton W. Shewman, dated September 28th, 1927, Book 675 Page 451.

Frank J. Sachs and Mina Sachs, dated September 19th, 1927, Book 675 Page 452.

Elizabeth Smith and Cornelius Smith, dated October 14th, 1927, Book 682 Page 164.

Frank Miklic, dated September 12th, 1927, Book 675 Page 453.

Genevieve Tucker, dated September 13th, 1927, Book 675 Page 454.

Hulda Smith and William Smith, dated September 12th, 1927, Book 675 Page 455.

William Smith and Hulda Smith, dated September 12th, 1927, Book 675 Page 456.

Leonora Randall, dated October 5th, 1927, Book 675 Page 457.

George B. Van Duyn and Ellen A. Van Duyn, dated September 21st, 1927, Book 675 Page 480.

Fred Walz and Caroline Walz, dated October 15th, 1927, Book 682 Page 165.

Andro Ladamus and Carrie Ladamus, dated August 31st, 1927, Book 675 Page 462.

Clyde O'Neal and Hazel R. O'Neal, dated September 13th, 1927, Book 675 Page 458.

Harley D. Rusler and Nell Rusler, dated October 14th, 1927, Book 682 Page 166.

Lulu M. Sprengle and J. A. Sprengle, dated November 12th, 1927, Book 682 Page 167.

C. D. Wilcox and Mattie Wilcox, dated September 13th, 1927, Book 675 Page 459.

Mike Chirby and Miri Chirby, dated October 17th, 1927, Book 682 Page 186.

Sarah S. McCurry, dated October 19th, 1927, Book 682 Page 168.

Julia E. McMillan, dated November 16th, 1927, Book 682 Page 169.

Daniel W. Danielson, dated October 14th, 1927, Book 682 Page 170.

Mary H. Martin, and John L. Martin, dated September 28th, 1927, Book 674 Page 590.

John L. Martin and Mary H. Martin, dated September 28th, 1927, Book 674 Page 591.

Guiseppe Micele and Sam Vinci, dated October 1st, 1927, Book 675 Page 484.

Andrew J. Hoover, dated September 12th, 1927, Book 675 Page 460.

E. E. Crocker and L. M. Crocker, dated November 3rd, 1927, Book 682 Page 171.

Dewitt C. Murray, et al, dated October 1st, 1927, Book 675 Page 461.

Rolland G. Castle and Lawrence A. Castle, dated September 30th, 1927, Book 675 Page 462.

H. F. Benson, dated October 13th, 1927, Book 682 Page 172.

Excelsior Land and Live Stock Company, dated September 8th, 1927, Book 675 Page 486.

L. E. Woodard and Cora M. Woodard, dated September 12th, 1927, Book 675 Page 463.

John H. Thatcher, dated October 20th, 1927, Book 682 Page 184.

R. C. White, dated November 10th, 1927, Book 682 Page 173.

Horse Creek Land and Cattle Company, dated November 18th, 1927, Book 682 Page 582.

Agnes E. Holmes, dated October 1st, 1927, Book 675 Page 464.

Albert H. Holmes, dated October 17th, 1927, Book 682 Page 174.

Floyd F. Huntley and Etta Huntley, dated October 28th, 1927, Book 687 Page 580.

Joseph F. Redshaw, dated September 27th, 1927, Book 687 Page 567.

The following agreements are recorded in the records of El Paso County, Colorado, in the book and at the page indicated and cover right of way across property located in said county.

Aggie C. Benbow, et al, dated September 20th, 1927, Book 798 Page 145.
 Reed Dysart and S. A. Jones Estate, dated October 13th, 1927, Book 798 Page 201.
 D. N. Heizer, dated September 8th, 1927, Book 798 Page 146.
 Edgar Lumber and Box Company, dated September 10th, 1927, Book 798 Page 202.
 E. M. Sours, dated September 9th, 1927, Book 798 Page 147.
 Oscar J. Charles, dated September 9th, 1927, Book 798 Page 149.
 William Lennox and Ralph O. Giddings, dated October 11th, 1927, Book 798 Page 204.
 Joe Cochiar, dated September 10th, 1927, Book 798 Page 150.
 J. R. Bradley, dated November 10th, 1927, Book 798 Page 205.
 W. A. J. Bell, dated October 4th, 1927, Book 798 Page 151.
 Alfonso Pinello, dated October 19th, 1927, Book 798 Page 227.
 Sarah K. Hahn, dated September 9th, 1927, Book 798 Page 153.
 John L. McMahon, dated September 16th, 1927, Book 798 Page 154.
 Fred A. Morath, dated September 7th, 1927, Book 798 Page 155.
 Joseph W. Reid, dated September 14th, 1927, Book 798 Page 157.
 Thomas Ord and Hattie V. Ord, dated September 9th, 1927, Book 798 Page 158.
 Malcolm L. Ord and Cortenia F. Gray, dated September 29th, 1927, Book 798 Page 159.
 Henry Nielson, dated September 12th, 1927, Book 798 Page 161.
 Edith J. Southcotte, dated September 13th, 1927, Book 798 Page 162.
 Katie Fisher, dated October 24th, 1927, Book 798 Page 206.
 Milo Street and Pearl Street, dated September 12th, 1927, Book 798 Page 163.
 Caroline J. Emerson, et al, dated November 25th, 1927, Book 798 Page 224.
 W. H. Remington, dated September 13th, 1927, Book 798 Page 165.
 Fred W. Green, dated October 24th, 1927, Book 798 Page 208.
 Albert T. Bigler and Laura A. Bigler, dated October 21st, 1927, Book 798 Page 209.
 M. A. Greening and William Greening, dated September 13th, 1927, Book 798 Page 166.
 C. A. Weinberger, dated September 15th, 1927, Book 798 Page 167.
 Charles H. Hellums, dated September 16th, 1927, Book 798 Page 225.
 Thomas Francis Rooney, dated September 12th, 1927, Book 798 Page 169.
 Werner A. Hering and Clara M. Hering, dated September 12th, 1927, Book 798 Page 170.
 Lydia A. West and C. S. West, dated September 13th, 1927, Book 798 Page 171.
 John G. Evans, dated September 12th, 1927, Book 798 Page 173.
 J. H. Risher and Dora M. Risher, dated September 12th, 1927, Book 798 Page 174.
 Emil C. Immer, dated September 12th, 1927, Book 798 Page 175.
 Henry Schroeder and Emilie Schroeder, dated September 15th, 1927, Book 798 Page 177.
 Frank L. Tintle and Grace Tintle, dated September 15th, 1927, Book 798 Page 178.
 L. D. Green and Ella Green, dated September 15th, 1927, Book 798 Page 179.
 Charles Nathan, dated October 27th, 1927, Book 798 Page 265.

The following agreements are recorded in the records of Douglas County, Colorado in the book and at the page indicated and cover right of way across property located in said County.

Mary R. Williamson and C. Perry Williamson, dated September 17th, 1927, Book 83 Page 89.
 David J. Tintle and Julia A. Tintle, dated September 27th, 1927, Book 83 Page 153.
 Homer L. Roberts, dated September 17th, 1927, Book 83 Page 90.
 Alfred Aulsebrook and Carrie Aulsebrook, dated September 17th, 1927, Book 83 Page 91.

James G. Alderman and Helen Alderman, dated September 17th, 1927, Book 83 Page 92.
 Alphonse Muller and Luella Muller, dated September 19th, 1927, Book 83 Page 93.
 E. J. Merriman, dated September 17th, 1927, Book 83 Page 94.
 Broer Guthals and Anna M. Guthals, dated September 19th, 1927, Book 83 Page 95.
 William Clugy and Margaret Clugy, dated October 6th, 1927, Book 83 Page 96.
 G. Schrieber, dated September 19th, 1927, Book 83 Page 109.
 Caroline Schreiber, dated September 24th, 1927, Book 83 Page 98.
 George W. Whitehead, dated October 6th, 1927, Book 83 Page 99.
 Howard L. Maddox and Emma E. Maddox, dated November 15th, 1927, Book 83 Page 127.
 Caroline Schreiber, dated September 24th, 1927, Book 83 Page 100.
 John W. and Isaac N. Hill, dated September 20th, 1927, Book 83 Page 154.
 R. J. Dutton and C. M. Kendall, dated October 4th, 1927, Book 83 Page 97.
 Andrew E. Johnson and Mrs. A. E. Johnson, dated September 23rd, 1927, Book 83 Page 101.
 Andrew E. Johnson and Mrs. A. E. Johnson, dated September 23rd, 1927, Book 83 Page 102.
 George J. Deitrich, dated September 23rd, 1927, Book 83 Page 103.
 George Gienger and Barbara Gienger, dated September 28th, 1927, Book 83 Page 104.
 R. F. Kain, et al, dated September 24th, 1927, Book 83 Page 105.
 John R. Campbell, et al, dated January 27th, 1928, Book 83 Page 155.
 Mark Wheeler and Mrs. Anna Wheeler, dated September 19th, 1927, Book 83 Page 106.
 Willard L. Fales, dated December 16th, 1927, Book 83 Page 128.
 Anna Maria Baird, dated September 29th, 1927, Book 83 Page 108.
 John E. Sheehan, dated October 8th, 1927, Book 83 Page 107.
 Andrew Keltly, dated December 16th, 1927, Book 83 Page 129.
 William T. Kleinert, dated October 20th, 1927, Book 83 Page 110.
 Wm. E. Converse and Ida M. Converse, dated September 16th, 1927, Book 83 Page 88.
 Hugh P. Wheeler, et al, dated September 21st, 1927, Book 83 Page 87.
 Th. Christensen, dated December 16th, 1927, Book 83 Page 130.
 Roy J. Woodbury and Faye L. Woodbury, dated September 20th, 1927, Book 83 Page 86.
 J. S. Dyson, dated September 21st, 1927, Book 83 Page 85.
 John W. Drake, dated September 20th, 1927, Book 83 Page 84.
 S. B. Gooding and John E. Sheehan, dated December 17th, 1927, Book 83 Page 131.
 J. M. Swingle, dated September 20th, 1927, Book 83 Page 83.
 Martin Christiansen and Tressa E. Christiansen, dated September 20th, 1927, Book 83 Page 82.
 Adam Daiss, dated November 5th, 1927, Book 83 Page 119.
 Anna O. Slemmer, dated December 15th, 1927, Book 83 Page 132.
 Henry A. Clarke and Emma M. Clarke, dated November 15th, 1927, Book 83 Page 133.
 E. P. Haskins and Dorothy Hammond Haskins, dated September 19th, 1927, Book 83 Page 81.
 Xavier and Emma Baldouf, dated November 30th, 1927, Book 83 Page 134.
 Otto Arnold, dated December 15th, 1927, Book 83 Page 126.
 R. T. Hawkey, dated September 19th, 1927, Book 83 Page 80.
 E. A. Pouppirt and Lena Pouppirt, dated December 15th, 1927, Book 83 Page 125.
 John Demont, dated September 19th, 1927, Book 83 Page 79.
 George W. Smith, dated October 7th, 1927, Book 83 Page 78.
 A. L. Bowen, dated December 14th, 1927, Book 83 Page 120.
 Wm. R. Rogerson and Daisy Rogerson, dated September 19th, 1927, Book 83 Page 77.

The following agreements are recorded in the records of Arapahoe County, Colorado, in the book and at the page indicated and cover right of way across property located in said County:

William R. Rogerson and Daisy Rogerson, dated October 3rd, 1927, Book 247 Page 476.
 Wm. Murdock, dated January 5th, 1928, Book 260 Page 133.
 John B. Fuller, dated October 11th, 1927, Book 255 Page 445.
 John B. Fuller dated October 11th, 1927, Book 255 Page 443.
 Berkshire Investment Company, dated November 16th, 1927, Book 255 Page 435.
 Hazel Hopkins Spore, dated October 17th, 1927, Book 255 Page 467.
 R. J. Bardwell and L. Mortensen, dated November 16th, 1927, Book 255 Page 429.
 L. Mortensen and Wine Mortensen, dated October 4th, 1927, Book 247 Page 477.
 Mary I. Woods, et al, dated October 28th, 1927, Book 255 Page 473.
 Morris J. Kennedy, dated December 15th, 1927, Book 255 Page 455.
 H. C. Dransfeldt and M. C. Dransfeldt, dated October 6th, 1927, Book 247 Page 479.
 Ernest Knapp and Louise Knapp, dated October 15th, 1927, Book 255 Page 453.
 Vivian Eddy and John J. Eddy, dated October 6th, 1927, Book 247 Page 481.
 Hettie M. Stout, et al, January 11th, 1928, Book 260 Page 131.
 Elsie Peck Smith and Margaret Gornick, dated February 4th, 1928, Book 260 Page 129.
 Robert Russell, dated January 23th, 1928, Book 260 Page 125.
 Henry Plumb, dated January 4th, 1928, Book 260 Page 123.
 Michael Mullin, dated December 15th, 1927, Book 255 Page 459.
 Julia M. Barney, dated October 12th, 1927, Book 255 Page 427.
 Mrs. Clara B. Herbs, dated December 12th, 1927, Book 255 Page 449.
 James D. Canary, dated October 10th, 1927, Book 247 Page 483.
 John F. Jensen and Mrs. C. M. Jensen, dated October 4th, 1927, Book 247 Page 485.
 Denver Union Water Company, dated December 14th, 1927, Book 255 Page 439.
 M. Thomas Chase, dated October 18th, 1927, Book 255 Page 433.
 Jasper E. Tilton, dated October 15th, 1927, Book 255 Page 469.
 W. H. Bannister, dated November 2nd, 1927, Book 255 Page 425.
 Asa O. Arnold, dated November 16th, 1927, Book 255 Page 421.
 J. L. Wadman, dated October 18th, 1927, Book 255 Page 471.
 W. L. Buck, dated November 28th, 1927, Book 255 Page 423.
 R. S. Cunningham, dated November 28th, 1927, Book 255 Page 431.
 Wm. C. Schenck, dated December 5th, 1927, Book 255 Page 465.
 S. T. Danly, dated October 14th, 1927, Book 255, Page 437.
 Percival M. Pierce and Paula Pierce, dated October 12th, 1927, Book 255 Page 461.
 Saichi Tritani and Takima Tritani, dated October 10th, 1927, Book 247 Page 487.
 L. G. Mosher and Mrs. Emma Mosher, dated October 5th, 1927, Book 247 Page 489.
 S. A. D. Culbertson, dated January 12th, 1928, Book 260 Page 119.
 Burt L. and Daisy E. Collins, dated January 25th, 1928, Book 260 Page 121.
 P. F. Sharp and M. D. Thatcher, dated December 21st, 1927, Book 255 Page 463.
 D. W. Working, Executor, Millie A. Booth Estate, dated January 20th, 1928, Book 257 Page 159.
 Walter L. Kerl, et al, dated December 1st, 1927, Book 255 Page 451.
 Josephine Schneider and Eugen Schneider, dated October 4th, 1927, Book 247 Page 491.
 Silas N. Jones and Minnie E. Jones, dated October 4th, 1927, Book 247 Page 493.
 Carrie E. Reed, dated January 13th, 1928, Book 260 Page 127.
 John T. Glasier, dated January 19th, 1928, Book 257 Page 153.
 August Hjelm, dated November 26th, 1927, Book 255 Page 447.

John T. Miller, dated November 14th, 1927, Book 255 Page 457.

Louis Nielson and Marie Nielson, dated October 5th, 1927, Book 247 Page 495.

The Holstein Land Company, dated March 24th, 1928, Book 260 Page 245.

The following agreements are recorded in the records of Pueblo County, Colorado in the book and at the page indicated and cover right of way across property located in said County:

C. F. & I. Branch Line

Clyde O'Neil, dated March 13th, 1928, Book 687 Page 390.

S. K. Clark, dated March 12th, 1928, Book 687 Page 391.

Robert E. and Marjorie O'Brien, dated March 29th, 1928, Book 688 Page 91.

Joe P. Winters, dated March 13th, 1928, Book 687 Page 392.

W. I. Sanford, dated March 7th, 1928, Book 687 Page 393.

C. J. Withrow, dated April 19th, 1928, Book 683 Page 198.

Hattie Wigton, dated March 20th, 1928, Book 687 Page 394.

John J. Baerg, dated March 7th, 1928, Book 687 Page 395.

Suburban Land & Investment Company, dated April 5th, 1928, Book 688 Page 275.

M. J. Ohnemus, dated March 14th, 1928, Book 687 Page 396.

Suburban Land & Investment Company, dated March 9th, 1928, Book 688 Page 277.

Paul J. Fengler, Administrator, Jacob Reimer Estate, dated April 7th, 1928, Book 688 Page 89.

R. L. and Ethel M. Coakley, dated March 14th, 1928, Book 687 Page 397.

Pueblo Branch Line

Orman Crushed Rock Company, dated April 23rd, 1928, Book 688 Page 526.

John and Josephine Kerns, dated April 23rd, 1928, Book 688, Page 524.

TOGETHER with all pipe, couplings, valves and other incidental equipment and material of every kind and character necessary to complete any uncompleted portions of said pipe line, and which is located on or near said right of way, and all compressing station machinery hitherto installed or to be installed in connection with said pipe line, and which has been purchased or is owned by the party of the first part, and including the telephone line and telephone equipment located on said right of way or paralleling or approximately paralleling the said pipe line, with all and singular the rights, easements, franchises and privileges to said pipe line, or the right of way therefor belonging or in any wise appertaining, and including each and every right of privilege possessed, owned or under the control of the party of the first part with respect to any and all parts and portions of said pipe line or the rights of way therefor, and the equipment thereon, and all of the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in or to the above described pipe line, right of way, equipment, pipe, telephone line and privileges thereunto belonging or thereunto appertaining.

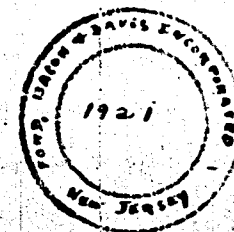
TO HAVE AND TO HOLD all of the above described property unto the said party of the second part, its successors and assigns forever.

AND the said FORD, BACON & DAVIS, INC., party of the first part, for itself its successors and assigns, does warrant the title against all persons claiming under it.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

ATTEST:

H. F. Storck,
Secretary



FORD, BACON & DAVIS, INC.

By Wm. Von Phul
Its President

State of New York)
County of New York) ss

The foregoing instrument was acknowledged before me this 5th day of June A. D. 1928, by Wm. Von Phul, as President, and Henry F. Storck, as Secretary of Ford, Bacon & Davis, Inc., a corporation organized and existing under and by virtue of the laws of New Jersey, and on said day before me personally appeared Wm. Von Phul, to me personally known, who being by me duly sworn did say that he is the President of Ford, Bacon & Davis, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Wm. Von Phul acknowledged said instrument to be the free act and deed of said corporation.

Charles E. Hill
Notary Public

Charles E. Hill
Notary Public, Kings County No. 580
Kings Co. Register's No. 9254
Certificate Filed in New York County
No. 731.
New York County Register's No. 94.5
Commission Expires March 30, 1929.

State of New York)
County of New York) ss

No. 42269 Series B.

I, William T. Collins, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, that said Court is a Court of Record, having by law a seal; that Charles E. Hill whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 15 day of June 1928.

William T. Collins
Clerk.

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No. 441461

GRANT DEED

Grant Deed

Elizabeth Spangler, et al.,

to

May Boppart

Filed for record 8:10 A.M.)

July 20, 1928

C. R. Furrow, Recorder

THIS INDENTURE, Made the 5th day of July in the year of our Lord nineteen hundred and Twenty-Eight, between Elizabeth Spangler and J. Edwin Spangler her husband, the parties of the first part, and May Boppart, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Fifty Dollars, gold coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, Grant unto the said party of the second part to her heirs and assigns forever, all the certain lot, piece or parcel of land, situate, lying and being in the County of El Paso and State of Colorado and bounded and particularly described as follows, to-wit:

W. 45 ft. of Front half of Lot 3 Block 23 Addition 3 Green Mountain Falls

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Elizabeth Spangler (SEAL)

J. Edwin Spangler (SEAL)

State of California)
County of Los Angeles) ss

On this 5 day of July A. D. 1928, before me a Notary Public in and for said County and State, personally appeared Elizabeth Spangler and J. Edwin Spangler known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Francis E. Nicholson

Notary Public in and for said
County and State

No. 441466

Warranty Deed

Asa T. Jones

to

Herbert G. Sinton, et al

Filed for record 9:31 A.M.)

July 20, 1928

C. R. Furrow, Recorder

THIS DEED made this seventh

day of June in the year of our Lord one thousand nine hundred

and twenty-eight between Asa T. Jones of the County of El Paso

and State of Colorado, of the first part, and Herbert G. Sinton and

Henry J. Luehring of the County of El Paso and State of Colo-

rado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations 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, has granted, bargained,

No. 692650

WARRANTY DEED

Leonard C. Murphy

to

Louis B. Murphy

STATE OF COLORADO,

County of El Paso,

Filed for record at 2:22 o'clock P. M.,

January 3, 1944

Charles Ogden

RECORDER.

This Deed, Made this 8th day of January in the year of our Lord one thousand nine hundred and Forty three between

Leonard C. Murphy

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

Louis B. Murphy

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 and no more Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, forever, all the following described lot or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

All of his right, title and interest in and to Lot 4 and 5 and 6 in Block 14, Knob Hill Addition to the City of Colorado Springs, El Paso County, Colorado.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Leonard C. Murphy

party of the first part, for himself his heirs, executors and administrators, does covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents that he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said 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 PRESENCE OF

Leonard C. Murphy

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STATE OF COLORADO,

County of El Paso,

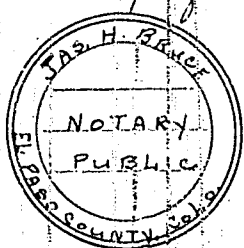
I, James H. Bruce, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leonard C. Murphy

personally known to me to be the person whose name is subscribed to the above Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 8th day of January, A. D. 1943.My commission expires September 19th, 1944.

James H. Bruce

NOTARY PUBLIC.

No. 692650
WARRANTY DEED

Francis C. Heizer

to

Emil Clark

STATE OF COLORADO,

County of El Paso,

Filed for record at 4:32 o'clock A. M.

February 1, 1944

Charles Ogden

RECORDER.

This Deed, Made this first day of January in the year of our Lord one thousand nine hundred and forty four between

Francis C. Heizer

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

Emil Clark

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 and no more Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, forever, all the following described lot or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The Northeast Quarter of the Northeast Quarter and the South half of the Northeast quarter, the Northwest quarter, and the South half of Section 13, all of Section 14, the East half of Section 15, the North half of Section 13, the North half of Section 24, the Southwest quarter of Section 15, the Northwest quarter of Section 22, all in Township 16 South of Range 65 West of the 6th P.M., containing 2520 acres more or less, together with all water rights, ditches, or rights to any water on said land for irrigation or domestic purposes, together with 6 shares of the Capital stock of the Chilcatt Ditch Company, Excepting and reserving one-half of all the coal, oil, gas and minerals underlying the surface of said lands, together with the right to mine and remove them or either of them, and to manufacture the products of any, all, or either of them without being liable for any injury or damage to the owner of said lands or to the surface of said lands or to anything therein or thereon from any cause whatever, or for surface subsidence caused by the mining out of the coal or oil or gas or other minerals, or from not leaving pillars or artificial supports under said lands.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Francis C. Heizer

party of the first part, for himself his heirs, executors and administrators, does covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents that he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said 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 PRESENCE OF

I. R. Stamp
#1925
Cancelled

Francis C. Heizer

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STATE OF COLORADO,
County of El Paso,I, Clair M. Bassett, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Francis C. Heizer

personally known to me to be the person whose name is subscribed to the above Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 8th day of January, A. D. 1944.My commission expires April 13, 1946.

Clair M. Bassett

NOTARY PUBLIC.



of the County Clerk and Recorder of El Paso County, Colorado, together with all improvements, water and water rights thereon and appurtenances thereunto belonging, subject, however, to all rights and rights of way of railroad, telegraph, telephone, electric lines, power lines, water and pipe lines and roads and highways now established on said premises; and also subject to rights conveyed by Jacob Becker to the Colorado City Water Company as shown by deed recorded in Book 65, Page 118 in the records of the County Clerk and Recorder of El Paso County.

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 parties 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, their heirs and assigns forever. And the said Elsie Jernigan and Charles T. Jernigan, parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

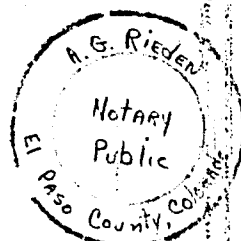
In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
 Elsie Jernigan (Seal)
 Charles T. Jernigan (Seal)
 (Seal)
 (Seal)

STATE OF COLORADO,) ss.
 County of El Paso)
 I, A. G. Rieden, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elsie Jernigan and Charles T. Jernigan who are personally known to me to be the persons whose names are subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary seal, this 19th day of January, A. D. 1948.
 My Commission expires April 3, 1950. , 19

A. G. Rieden
 Notary Public



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No. 777615) This Deed, Made this fifth day of January in the year
 Warranty Deed) of our Lord one thousand nine hundred and forty-eight be-
 Emil Clark) tween Emil Clark of the County of El Paso and State of
 to) Colorado, of the first part, and J. D. Ackerman of the
 J. D. Ackerman) County of El Paso, and State of Colorado, of the second
 Filed for Record 1:32 P.M.) part:
 January 23, 1948) Witnesseth, That the said party of the first part,
 Charles Ozias, Recorder) for and in consideration of the sum of One Dollar and
 other good and valuable consideration, to the said party of the first part in hand
 paid by the said party of the second part, the receipt whereof is hereby confessed and
 acknowledged, has granted, bargained, sold and conveyed, and by these presents do
 grant, bargain, sell, convey and confirm unto the said party of the second part, his
 heirs and assigns forever, all the following described lot or parcel of land, situate,
 lying and being in the County of El Paso, and State of Colorado, to-wit:

The Northeast quarter of the Northeast quarter, the South half
 of the Northeast quarter, the Northwest quarter, and the South half
 of Section 13, all of Section 14, the East half of Section 15, the
 North half of Section 23, the North half of Section 24, the Southwest
 quarter of Section 15, the Northwest quarter of Section 22, all in
 Township 16 South of Range 65 West of the 6th P.M. containing 2520
 acres more or less; together with all water rights, ditches or rights
 to any waters on said land for irrigation or domestic purposes;
 excepting that portion of the Southeast quarter of Section 15, the
 Southwest quarter of Section 14, and the Northwest quarter of Section
 23, lying South and West of the Chilcott Ditch. Excepting and reserving
 one-half of all the coal, oil, gas and minerals underlying the surface
 of said lands, together with the right to mine and remove them or
 either of them, and to manufacture the products of any, all, or either
 of them without being liable for any injury or damage to the owner
 of said lands or to the surface of said lands or to anything therein
 or thereon from any cause whatsoever, or for surface subsidence caused
 by the mining out of the coal or oil or gas or other minerals, or from
 not leaving pillars or artificial supports under said lands.

The North half of the Northwest quarter of Section 15 in Township
 16 South, Range 65 West of the Sixth P.M., except rights of way for
 ditches, as now existing.

The Southeast quarter of Section 16 and the South half of the
 Northwest quarter of Section 15, and the South 162 feet of the North-
 west quarter of Section 16, all in Township 16 South, Range 65 West
 of the Sixth P.M.

The East half of the Southeast quarter of Section 11, the West half
 of the Southwest quarter of Section 12, Township 17 South of Range
 64 West of the 6th P.M.

The northeast quarter, the Northeast quarter of the Southeast
 quarter, and that portion of the Northwest quarter of Section 21,

Township 16 South, Range 65 West of the 6th P.M., lying East of the Denver and Rio Grande Railroad.

Together with any and all water rights of any kind or nature that go with said property, including 16 shares in the Chilcott Ditch Company, together with an undivided 1/4 interest in the Lock Ditch No. 15, Priority Number 15, on Fountain Creek, and in the Lock Ditch Number 2, being Ditch Number 20, with priorities 22 and 45 on Fountain Creek, and in the J. B. Love Ditches numbered 1 and 2 and in the Lock Ditch Feeder, and all water, water rights and ditch rights appertaining to said property.

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

To Have and to Hold The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Emil Clark party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and nature aforesaid; and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said 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 Presence of

Emil Clark (Seal)

(Seal)

(Seal)

(Seal)

STAMPS
CANCELLED
\$27.00

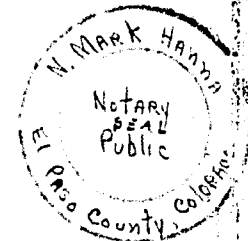
STATE OF COLORADO,) ss
County of El Paso)

The foregoing instrument was acknowledged before me this fifth day of January 1948, by Emil Clark.

Witness my hand and official seal.

My commission expires February 11, 1948.

N. Mark Hanna
Notary Public.



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No. 777710)

Warranty Deed)

Home Owners' Loan Corporation,)
a corporate instrumentality of)
the United States of America, etc.)

to)

Robert L. Davis et al)

Filed for Record 10:22 A.M.)

January 24, 1948)

Charles Ozias, Recorder)

Property Management
No. 5-7 B 58

This Deed, Made this 7th day of November in the year of our Lord one thousand nine hundred and forty-seven, between Home Owners' Loan Corporation, a corporate instrumentality of the United States of America, sometimes otherwise designated as a United States Corporation, of the first part, and Robert L. Davis and Martha L. Davis 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 \$1 and other valuable consideration, 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, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The North 40 feet of Lot 7 in Block 9, in Hastings 9th
Addition to the City of Colorado Springs.

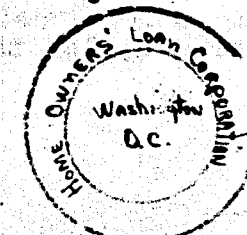
Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party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

To Have And To Hold the said premises above bargained and described, with the appurtenances unto the said parties of the second part, their heirs and assigns forever. And the said Home Owners' Loan Corporation, party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath 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 aforesaid; excepting conditions, restrictions, reservations, easements, rights and rights of way of record; and the above bargained premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, 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 caused its corporate name to be hereunto subscribed by its Assistant Treasurer, and its corporate seal to be hereunto affixed, attested by its Assistant Regional Treasurer, the day and year first above written.

ATTEST:

H. A. Bechtel
H. A. Bechtel,
Assistant Regional Treasurer



By

HOME OWNERS' LOAN CORPORATION,
a corporate instrumentality of the United States of America, sometimes otherwise designated as a United States Corporation.
D. L. Shields
D. L. Shields,
Assistant Treasurer

STAMPS
CANCELLED
\$1.55

OK

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Received August 11, 1959 at 1:52 PM
Reception No. 122458 Harriet Beale, Recorder

529-A

FAIR WARRANT DEED—Our West Publishing and Stationery Co., Colorado Springs, Colo.

This Deed, made this 7th day of August in the year of our
Lord one thousand nine hundred and fifty-nine, between

VICTOR P. TIPPETT and REGINAL B. TIPPETT

of the County of El Paso and State of Colorado, of the first part, and
JULES LAGAR and MARIE JEANNE LAGAR

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

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
Ten Dollars and other good and valuable considerations, Dollars,
to the said parties of the first part in hand paid by the said parties of the second part, the receipt
subject to the reservation hereinafter contained
whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed and by
these presents do grant, bargain, sell, convey and confirm unto the said part of the second
part, their heirs and assigns forever, all the following described lot or parcels of land,
situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The NE¹/₄ and NW¹/₄ of Sec. 9, Twp. 17 S, Rng. 64 W, 6th P.M.; the SE¹/₄NE¹/₄,
Lots 3 and 4 (being the NE¹/₄SE¹/₄), and the E¹/₂SW¹/₄, Sec. 19, Lots 1 to 4, incl.
(being the NE¹/₄), and the E¹/₂SW¹/₄, Sec. 30, Twp. 16 S, Rng. 64 W, 6th P.M.; the S¹/₂,
NW¹/₄, Sec. 22, the E¹/₂, Sec. 23, the S¹/₂, Sec. 24, all of Sec. 25, all of Sec. 26,
the NE¹/₄, E¹/₂SW¹/₄, NE¹/₄SE¹/₄, Sec. 27, the SE¹/₄SE¹/₄, Sec. 28, E¹/₂NE¹/₄, Sec. 34, NW¹/₄ and
NE¹/₄NE¹/₄, and the E¹/₂NE¹/₄, SE¹/₄NE¹/₄, Sec. 35, all that part of the SE¹/₄ of Sec. 15 lying
west and south of Chilcott Ditch which now crosses said section, all that part of
the S¹/₂ of Sec. 14 lying west and south of the Chilcott Ditch which now crosses
said section, and all that portion of the NE¹/₄, Sec. 23, west and south of the
Chilcott Ditch, which now crosses said section, all in Twp. 16 S, Rng. 65 W,
6th P.M.; the NE¹/₄NE¹/₄, Sec. 26, Twp. 16 S, Rng. 65 W, 6th P.M.; and the following
described portion of the SE¹/₄NE¹/₄ and the NE¹/₄SE¹/₄, Sec. 28, Twp. 16 S, Rng. 65 W,
6th P.M. lying and being east of the following described line, to-wit: Beginning
at a point on the north line of the SE¹/₄NE¹/₄, said Sec. 26, the said point being
235.8 feet east from the NW corner of said SE¹/₄NE¹/₄, thence running southeasterly
in a straight line to a point on the south line of the said NE¹/₄SE¹/₄, Sec. 28,
the said point being 750 feet west from the SE corner of the said NE¹/₄SE¹/₄, Sec.
28 (said last described parcel containing 96.8 acres), excepting therefrom all
rights of way for irrigation ditches across the above described tract and
excepting rights of way for county road along the south line of the said last
described parcel of land of 96.8 acres.

Lot 1 and 2, being the E¹/₂NE¹/₄, the E¹/₂NE¹/₄, Sec. 31, Twp. 16, Rng. 64 W, 6th
P.M., containing 154.45 acres, and the E¹/₂ of Sec. 36, Twp. 16 S, Rng. 65 W, 6th
P.M., containing 320 acres, except right of way for gas pipe line conveyed to
Colorado Interstate Gas Company by Special Warranty Deed recorded in Book 114
at page 324, of the records of El Paso County, Colorado.

Together with all water and water rights, flowing and down and reservoir
rights of any kind or nature used in connection with the above described lands,
including by way of illustration but not limitation 10 shares of the capital stock
of the Chilcott Ditch Company.

First parties specifically except and reserve an undivided one-half (1/2) of
First Parties' present interest in and to all oil, gas and other minerals in, on
and under and that may be produced from the above described real estate with the
remaining one-half (1/2) interest vesting in Parties of the Second Part.

It is understood and agreed that Second Parties, their heirs and assigns,
shall have and are hereby granted the exclusive right to produce all oil, gas and
mineral leases on the above described real estate or any part thereof, to such

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Leases, and on such terms as the lessor may deem proper, and it shall never be necessary for First Parties to join in the execution of any such lease or leases, and the action of the Second Parties shall effectively bind First Parties, their heirs and assigns to the same extent as if First Parties had joined in the execution thereof. The exclusive leasing power hereby granted to the parties of the Second Part, their heirs and assigns is and shall be a covenant running with the land, and the parties of the Second Part, their heirs and assigns shall have the right to pool or divide the interest of the parties of the First Part with other land, and the right to execute a lease with provisions authorizing the lessees to pool or divide all or any part of the land with other land.

It is further understood and agreed that Second Parties shall have the exclusive right to receive all considerations and bonus payments paid for any lease and all delay rentals payable by virtue of any lease now on said lands or any of them or hereafter executed by Second Parties and that First Parties shall not share in such considerations, bonus payments or delay rentals in any manner.

It is further understood and agreed that First Parties and Second Parties shall share equally in all royalty payments becoming due and payable under any lease now on said lands or any of them or hereafter executed by Second Parties on the interest of First and Second Parties on the said lands or any part thereof.

It is further understood and agreed that Second Parties shall have and are hereby granted the exclusive right of ingress and egress for the purpose of exploring, developing and producing said oil, gas, and other minerals, and that First Parties shall have no right of ingress and egress. It is further understood and agreed that this conveyance is subject to all reservations and exceptions of oil, gas and other minerals now of record.

Together with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way, and all water and water rights, which have been and are, used for the irrigation of the above described lands, and for the irrigation of any part thereof, are hereby conveyed to the Second Parties, and this instrument shall not be construed as in any manner creating or interfering with any such rights.

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said parties 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, their heirs and assigns forever. And the said Walter P. Tippet and Ernest B. Tippet

parties of the first part, for their selves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the executing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads and ditches, or any of them, which include any part of the premises above described. This conveyance is made subject to rights of way for roads of record.

and the above bargained premises in the

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1753

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quiet and peaceable possession of the said part 1st of the second part that parts and
interests against all and every person or persons claiming or to claim the whole or any part
thereof.

the said parties of the first part shall and will Warrant and Warrant Defend.

In Witness Whereof, The said parties of the first part have executed at their
hands and seals this day and year above written.

Signed, Sealed and Delivered in Presence of

Thirion P. Tippett
Ernest P. Tippett

STATE OF COLORADO,

El Paso

County.

Ernest P. Hill

a Notary

Public in and for said County, in the State aforesaid, do hereby certify that Victor P.

Tippett and Ernest P. Tippett.

who are personally known to me to be the persons whose names are subscribed to

the foregoing Deed, appeared before me this day in person, and acknowledged that they

signed, sealed and delivered the said instrument of writing as their free and voluntary

act for the uses and purposes therein set forth.

My commission expires February 25, A. D. 1962

Given under my hand and notarial seal this 11th

day of August

A. D. 1959

Ernest P. Hill

Notary Public

Received at 10:00 o'clock 9 M. DEC 26 1962

Reception No. 268360 HARRIET BEALS

BOOK 1939 PAGE 549

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

W. MACK JACKSON,

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

X NE $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ and all of S $\frac{1}{2}$ Section 13-16-65 600 acres
All-ex part of SW $\frac{1}{2}$ lying
S & W of Chikott ditch: " 14-16-65 610 acres
NE $\frac{1}{4}$, W $\frac{1}{2}$, and SE $\frac{1}{4}$ part
lying S of Chikott ditch: " 15-16-65 570 acres
SE $\frac{1}{4}$, S $\frac{1}{2}$ 16 ft NW $\frac{1}{2}$ " 16-16-65 161 acres
NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ " 21-16-65 200 acres
NW $\frac{1}{4}$, Sec 2; N $\frac{1}{2}$ ex part W of Chilcott " 23- 16-16 1100 acres total;
ditch; and N $\frac{1}{2}$ 24-16-65 800 acres
and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, to cut and trim trees and shubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

X fifth day of March, 1952.

W. Mack Jackson (SEAL)
(SEAL)

STATE OF COLORADO)
SS.
COUNTY OF EL PASO)

I do hereby certify that W. MACK JACKSON, - - - - - personally known to me to be the person whose name is subscribed to the foregoing instrument, appears before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument of writing as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 5th day of March,

1952

My commission expires:

March 11, 1956

W. Mack Jackson
Notary Public

Received *11/18/62* o'clock *9* M., **RIGHT-OF-WAY EASEMENT**
 Reception No. **268368** **HARRIET BEALS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

Jules Lagae

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

✓ SE $\frac{1}{4}$ Lots 3, 4 (W $\frac{1}{2}$ SW $\frac{1}{4}$) E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 19-16-64	196.16 A.
✓ Lots 1 to 4 INC (W $\frac{1}{2}$ W $\frac{1}{2}$), E $\frac{1}{2}$ W $\frac{1}{2}$, Sec. 30-16-64	311.04
✓ S $\frac{1}{4}$ Sec 23-16-65	320.
✓ S $\frac{1}{4}$ Sec 24-16-65	320.
✓ All Sec 25-16-65	640.
✓ All Sec 26-16-65	640.
✓ E $\frac{1}{2}$ Sec 35-16-65	320.
✓ All that part of SE $\frac{1}{4}$ Sec. 15-16-65	
lying N & S of Chilcott Ditch	
✓ All that part of SW $\frac{1}{4}$ W & S of Chilcott Ditch	
Sec. 14-16-65	
✓ NW $\frac{1}{4}$ W & S of Chilcott Ditch Sec. 23-16-65	160. M/L
✓ E $\frac{1}{2}$ Sec. 36-16-65	320.
✓ Lots 1, 2 (W $\frac{1}{2}$ SW $\frac{1}{4}$), E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 31-16-64	134.45
✓ S $\frac{1}{4}$, NE $\frac{1}{4}$ E $\frac{1}{2}$ RES Sec. 22-16-65	480.
✓ E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ RES Sec. 27-16-65	480.
✓ SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 28-16-65	40.
✓ E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34-16-65	80.
✓ Part SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28-16-65	96.8
✓ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 9-17-64	200.
	<u>4,758.15 M/L A.</u>

together with Roads, Rights-Of-Way, Easements, Ditch Rights-Of-Way, Water, and Water Shares, (16 Shares of Chilcott Irrigation Company) All in El Paso County, Colorado.

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: Victor P. Tippet and Ergeal B. Tippet.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 14th
day of October, 195 9

Jules Lagae (SEAL)
Jules Lagae
(SEAL)

STATE OF COLORADO

COUNTY OF El Paso } ss

I do hereby certify that Jules Lagae personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument of writing as his free and voluntary act and deed for the uses and purposes specified therein.

Given under my hand and Notarial Seal, this 14th day of October, A.D. 195 9

My commission expires: February 25, 1962.

Replaces: V. P. Tippet #1 &
Replaces: V. P. Tippet #2 (CE 1953)

James L. Hill
Notary Public Dist #3

Received at 11:15 o'clock A.M., APR 28 1964

BOOK 2008 PAGE 693

Reception No. 313741 HARRIET BEALS

FORM 340-10-0028-11-62
ELEC. ENGRG. DEPT.

EASEMENT

THIS INSTRUMENT, Made this 23rd day of APRIL, in the year of our Lord one thousand nine hundred and Sixty Four, between W. Mack Jackson

of the County of El Paso, and State of Colorado, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantee;

WITNESSETH, That the said grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations, Dollars, to the said grantor, in hand paid by the said grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto Public Service Company of Colorado, its successors and assigns forever, an easement for the construction, reconstruction, operation and maintenance of conductors and conduits for the transmission of electricity, together with the necessary poles, towers, crossarms, cables, wires, guys, supports, and other fixtures and devices, used or useful in the operation of electric transmission lines, through, on, over and across the following described lands, to-wit:

A parcel of land in the E $\frac{1}{2}$ of Section 14 and the NE $\frac{1}{4}$ of Section 23, Township 16 South, Range 65 West of the 6th Principal Meridian, County of El Paso, State of Colorado, described as follows: An Easement 225 feet in width being 75 feet on the Westerly side and 150 feet on the Easterly side of a line beginning at a point on the North boundary line of said Section 14 and 175 feet Westerly of the Northeast corner of said Section 14; thence South 0°09'03" East 7914 feet more or less to the South boundary line of said NE $\frac{1}{4}$ of Section 23.

Together with the right of ingress and egress over said premises and to remove objects or structures therefrom; and, also to survey, construct, reconstruct, maintain, operate, control and use said lines and facilities.

The grantor, reserve s. the right to cultivate and use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the grantee's facilities thereon, or the use thereof or of any of the rights herein granted. Such reservation by the grantor shall not include the right to erect or place any structures or objects, including signs, or drill or operate any wells on, upon, above or over the easement herein granted. In case the permanent abandonment of said easement, all right, privilege and interest herein granted shall end, cease and determine.

The work of installing, maintaining and reconstructing its facilities shall be done with care, and all damage to the premises caused thereby shall be paid for or repaired at the expense of the grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

Signed and delivered this 23rd day of APRIL, A. D. 1964.

In the Presence of

(W. Mack Jackson) (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF COLORADO
COUNTY OF EL PASO
The foregoing instrument was acknowledged before me this 23rd day of APRIL 1964, by W. MACK JACKSON
Witness my hand and official seal.
My commission expires APR. 14, 1964

Allyn J. Miller
Notary Public

Approved:

R/W Agent

METHOD OF PAYMENT

NAME OF LINE

Document No.

70162

Received of M. Lagae of El Paso, M. J. 9 1964.

FORM 340-10-008-11-82
ELEC. ENG. DEPT.

Reception No. 355608 HARRIET BEALS
EASEMENT

BOOK 2023 PAGE 398

THIS INSTRUMENT, Made this 15 day of JUNE in the year of our Lord
one thousand nine hundred and Sixty Four between
Jules Lagae and Marie Jeanne Lagae

of the County of El Paso and State of Colorado
and PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under and by virtue
of the laws of the State of Colorado, grantee;

WITNESSETH, That the said grantor J. Lagae for and in consideration of the sum of
Ten Dollars and Other Valuable Considerations Dollars,
to the said grantee in hand paid by the said grantee, the receipt whereof is hereby confessed and acknowledged, he do
grant, bargain, sell and convey and by these presents do grant, bargain, sell, convey and confirm unto
Public Service Company of Colorado, its successors and assigns forever, an easement for the construction, reconstruction,
operation and maintenance of conductors and conduits for the transmission of electricity, together with the necessary
poles, towers, crossarms, cables, wires, guys, supports, and other fixtures and devices, used or useful in the
operation of electric transmission lines, through, on, over and across the following described lands, to-wit: A parcel
of land in the SE $\frac{1}{4}$ of Section 23, E $\frac{1}{2}$ of Section 26, and the NE $\frac{1}{4}$ of Section 35, all in
Township 16 South, Range 65 West of the 6th Principal Meridian, County of El Paso, State
of Colorado described as follows: An easement 225 feet in width being 75 feet on the
Westerly side and 150 feet on the easterly side of a line beginning at a point on the
South boundary line of said Section 23 and 202 feet easterly from the Southeast corner
of said Section 23; thence North 0° 05' 07" West 628 feet to a point; thence
North 0° 08' 03" West 2005 feet more or less to the north boundary line of said SE $\frac{1}{4}$ of
Section 23; also beginning on the North boundary line of said Section 26 and 202 feet
Westerly from the Northeast corner of said Section 26; thence South 0° 08' 07" East
7901 feet more or less to the South boundary line of said NE $\frac{1}{4}$ of Section 35.

Together with the right of ingress and egress over said premises and to remove objects or structures therefrom; and, also to survey, construct, reconstruct, maintain, operate, control and use said lines and facilities.

The grantor J. Lagae reserve the right to cultivate and use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the grantee's facilities thereon, or the use thereof or of any of the rights herein granted. Such reservation by the grantor J. Lagae shall not include the right to erect or place any structures or objects, including signs, or drill or operate any wells on, upon, above or over the easement herein granted. In case the permanent abandonment of said easement, all right, privilege and interest herein granted shall end, cease and determine.

The work of installing, maintaining and reconstructing its facilities shall be done with care, and all damage to the premises caused thereby shall be paid for or repaired at the expense of the grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

Signed and delivered this 15 day of JUNE A. D. 1964.

In the Presence of

Jules Lagae (REAL)
Marie Jeanne Lagae (REAL)
(SEAL)
(SEAL)



COUNTY OF EL PASO

Subscribed and sworn to before me this 15 day of JUNE
by JULES LAGAE, MARIE JEANNE LAGAE

Witness my hand and official seal
this Dec. 14, 1964

William J. Miller
Notary Public

METHOD OF PAYMENT

NAME OF LINE Daphne Park - N. J. Way

EJW Agent

Approved:

Document No.

70163

Received at 10:40 o'clock P.M. JUL 9 1964
Reception No. 355609 HARRIET BEALS
CONSENT TO EASEMENT

BOOK 2023 PAGE 399

DATE June 26th 1964
The Travelers Insurance Company

for a valuable consideration the receipt
of which is acknowledged, hereby consents to the terms and provisions of a certain easement
executed by Jules Lagae and Marie Jeanne Lagae

on June 15, 1964

TO PUBLIC SERVICE COMPANY OF COLORADO for a right-of-way described as follows:
A parcel of land in the SE $\frac{1}{4}$ of Section 23, E $\frac{1}{2}$ of Section 26 and the NE $\frac{1}{4}$
of Section 35 all in Township 16 South, Range 65 West of the 6th Principal
Meridian, County of El Paso, State of Colorado described as follows: An
easement 225 feet in width being 75 feet on the Westerly side and 150
feet on the easterly side of a line beginning at a point on the South
boundary line of said Section 23 and 202 feet easterly from Southeasterly
corner of said Section 23; thence North 0° 08' 07" West 628 feet to a
point; thence North 0° 08' 03" West 2005 feet more or less to the north
boundary line of said SE $\frac{1}{4}$ of Section 23, also beginning on the North
boundary line of said Section 26 and 202 feet westerly from the North-
east corner of said Section 26; thence South 0° 08' 07" East 7901 feet
more or less to the south boundary line of said NE $\frac{1}{4}$ of Section 35.

without, however, joining in any of the warranties, guarantees or indemnities contained therein.

The Travelers Insurance Company
By: James Truesdall, Second Vice President (SEAL)
Attest: S. J. Rees Assistant Secretary (SEAL)

Connecticut
STATE OF COLORADO,
County of Hartford

The foregoing instrument was acknowledged before me this 26th day of June
1964, by James Truesdall, Second Vice President.

Witness my hand and official seal.

My commission expires April 1st 1965

By: A. N. Starkey
Notary Public

*If by natural person or persons here insert name or names; if by person acting in represent-
ative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-
in-fact or other capacity or description; if by officer of corporation, then insert name of such
officer or officers, as the president or other officers of such corporation, naming it. Statutory
Acknowledgment, Colorado Statutes Annotated—Ch. 40, Sec. 107.

Doc # 70163

KNOW ALL MEN BY THESE PRESENTS, That Jules Lagae & Marie Jeanne Lagae

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, shubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land ~~100~~ 100 ¹⁷ feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being ~~the west side of the following described section~~ ^{the west side of the following described section}

parallel to and adjoining the west line of an existing easement held by the Public Service Company of Colorado and as described in Book No. 2023, Page No. 398, in the records of El Paso County Clerk and Records office on the :

SE $\frac{1}{4}$	SECTION 23	TOWNSHIP 16	SOUTH	RANGE 65	WEST
E $\frac{1}{2}$	26	16		65	
NE $\frac{1}{4}$	35	16		65	

Sixth Principal Meridian

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

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

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

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

WITNESS the hand and seal of the Grantor this 6th day of OCT, A.D., 1973

Marie Jeanne Lagae (SEAL)
Jules Lagae (SEAL)

STATE OF COLORADO)
COUNTY OF El Paso) ss

The within instrument was acknowledged before me this 6th day of OCT

Jules Lagae and Marie Jeanne Lagae

My commission expires May 11, 1976

WITNESS my hand and official seal

Thomas R. Clausen
Notary Public

12110 P
32257

JAN 9 1974

16-1991
BOOK 2649 PAGE 15

CONSENT TO EASEMENT

WHEREAS, Jules Lagae and Marie Jeanne Lagae
_____, on Oct. 6, 1973,
executed a certain easement and right of way to MOUNTAIN VIEW
ELECTRIC ASSOCIATION, INC., a Colorado corporation, for the
construction and maintenance of an electrical transmission line

which easement covered land in the County of El Paso,
State of Colorado, described as follows:

A strip of land 100 feet wide, parallel to and adjoining the west
line of an existing easement held by The Public Service Company of
Colorado and as described in Book No. 2023, Page No. 398, in the
records of El Paso County Clerk and Recorders office on the: SE $\frac{1}{4}$
of Section 23, E $\frac{1}{2}$ of Section 26, NE $\frac{1}{4}$ of Section 35 - all in Town-
ship 16 South, Range 65 West of the 6th Principal Meridian.

(Description attached)

2049 16

NOW, THEREFORE, The Travelers Insurance Company

_____, the beneficiary
of a Deed of Trust recorded in Book 2124, Page 829 of the
Real Estate Records of El Paso County, State of Colorado,
for a valuable consideration, the receipt of which is hereby
acknowledged, hereby consents to the terms and provisions of said
easement and right of way aforesaid without, however, joining in
any of the warranties, guaranties, or indemnities contained therein.

THE TRAVELERS INSURANCE COMPANY

By: [Signature]
(J. Thomas Montgomery) Vice President

STATE OF COLORADO)

By: William E. Taylor
(William E. Taylor) Secretary

COUNTY OF _____)

SS. ACKNOWLEDGMENT
FOR INDIVIDUALS

The foregoing instrument was acknowledged before me this
____ day of _____, 19____, by _____

WITNESS my hand and official seal.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

SS.

ACKNOWLEDGMENT
FOR CORPORATIONS

The foregoing instrument was acknowledged before me this
____ day of January, 1974, by J. Thomas Montgomery
as Vice President, and William E. Taylor as
Secretary of The Travelers Insurance Company
_____, a corporation.

WITNESS my hand and official seal.

My Commission Expires: March 31, 1978

NOTARY PUBLIC

(Andrew Z. Lukacs)

Received at 9:15 o'clock A.M. FEB 25 1974
Reception No. 53111

HARRIET BEALS

GRANT OF RIGHT OF WAY

BOOK 2657 PAGE 771

John Chancellor,

KNOW ALL MEN BY THESE PRESENTS, That

James M. Chancellor and

Paula D. Chancellor

of the County of _____, and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land 100 feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being 50 feet on each side of the following described center line, to-wit:

A strip of land parallel to and 50 feet west of the west line of an existing easement held by the Public Service Company of Colorado and as described in Book 2008, Page 693 in the records of El Paso County Clerk and Recorder's office on the:

SE 1/4 SECTION 14 TOWNSHIP 16 SOUTH RANGE 65 WEST
NE 1/4 SECTION 23 TOWNSHIP 16 SOUTH RANGE 65 WEST
6th P.M.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines to plat, dedicate, or convey roads, streets, easements, and rights of way on, over and under said strip of land from one portion of his said strip of land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

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

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

WITNESS the hand and seal of the Grantor this 23rd day of February A.D., 1974.

James M. Chancellor (SEAL)
Paula D. Chancellor (SEAL)
John Chancellor (SEAL)

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The within and foregoing was acknowledged before me this 23rd day of February 1974 by

John Chancellor, Paula D. Chancellor and John Chancellor

My commission expires July 8, 1976

WITNESS my hand and official seal

James J. Weir
Notary Public

Replaces: _____ C. E. _____ District No. _____

Received at 9:15 o'clock A. M. FEB 25 1974
Reception No. 53112 HARRIET BEALS

BOOK 2657 PAGE 772

CONSENT TO EASEMENT

WHEREAS, James M. Chancellor and Paula D. Chancellor and John Chancellor, on Feb 23, 1974, executed a certain easement and right of way to MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., a Colorado corporation, for the construction, operation, and maintenance of an electrical transmission line

which easement covered land in the County of El Paso, State of Colorado, described as follows: A strip of land 100 feet wide, parallel to and adjoining the west line of an existing easement held by the Public Service Company of Colorado and as described in Book 2008, Page 693 in the records of El Paso County Clerk and Recorders office on the: E₁ Section 14, Township 16 South, Range 65 West; NE₁ Section 23, Township 16 South, Range 65 West. NOW, THEREFORE, W. Mack Jackson 6th P.M.

W. Mack Jackson, the beneficiary of a Deed of Trust recorded in Book 2290, Page 473 of the Real Estate Records of El Paso County, State of Colorado, for a valuable consideration, the receipt of which is hereby acknowledged, hereby consents to the terms and provisions of said easement and right of way aforesaid without, however, joining in any of the warranties, guaranties, or indemnities contained therein.

W. Mack Jackson

STATE OF COLORADO)

) SS.

ACKNOWLEDGMENT
FOR INDIVIDUALS

COUNTY OF El Paso)

ad The foregoing instrument was acknowledged before me this 23 day of Feb, 1974, by W. Mack Jackson

WITNESS my hand and official seal.

My Commission Expires: May 11, 1976

Thomas L. Clouney
NOTARY PUBLIC

STATE OF _____)

) SS.

ACKNOWLEDGMENT
FOR CORPORATIONS

COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____ day of _____, 19____, by _____ as _____ President, and _____ Secretary of _____, a corporation.

WITNESS my hand and official seal.

My Commission Expires: _____

NOTARY PUBLIC

Received at 9:15 A.M. FEB 25 1974
Reception No. 53113 / BRIET DEALS

BOOK 2657 PAGE 773

CONSENT TO EASEMENT

WHEREAS, John Chancellor, James M. Chancellor, and
Paula D. Chancellor, on FEBRUARY 23, 1974,
executed a certain easement and right of way to MOUNTAIN VIEW
ELECTRIC ASSOCIATION, INC., a Colorado corporation, for the
construction and maintenance of an electrical transmission line

which easement covered land in the County of El Paso,
State of Colorado, described as follows:

(description attached)

A strip of land 100 feet wide, parallel to and adjoining the west line
of an existing easement held by the Public Service Company of Colorado
and as described in Book No. 2008, Page No. 693, in the records of El
Paso County Clerk and Records office on the: E $\frac{1}{2}$ of Section 14 and the
NE $\frac{1}{2}$ of Section 23 - all in Township 16 South, Range 65 West of the 6th
Principal Meridian.

MEET OF SECTION 33 - SET IN DOMESTIC TO DOMESTIC HOUSES OF MOST OF THE CITY
 1930 COUNTY STATE AND RESOLVED OFFICE ON THE 15 OF SECTION 11 AND THE
 AND SA DESCRIBED IN BOOK NO. 5008, PAGE NO. 883, IN THE RECORDS OF THE
 OF AN EXTENDING EASEMENT BEING ON THE LANDS BELONGING TO THE COUNTY OF
 A PART OF THE 100 FOOT WIDE, BELONGING TO THE COUNTY OF THE 100 FOOT

BOOK 2657 PAGE 774

John M. Shelton, III

John M. Shelton for J. P. Wells
TEXAS
Notary

SS.

ACKNOWLEDGMENT
OR INDIVIDUALS

COUNTY OF POTTER

WITNESS my hand and official seal.

Commission Expires: JUNE 1, 1975

STATE OF

S.

ACKNOWLEDGMENT
OF CORPORATIONS

COUNTY OF

The foregoing instrument was acknowledged before me this

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF DALLAM

BEFORE ME: the undersigned authority.

in and for said County, Texas, on this day personally appeared R. A. SILBERBERG

known to me to be the person..... whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

RECEIVED UNDER MY
 (L.S.)
 CITY OF DALLAS, TEXAS
 MAY 10 1964
 MARTIN Stationery Co. Dallas

Notary Public, Henry B. K. [Signature] County, Texas
My Commission Expires June 1, 1975

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF POTTER

THRORE ME. the undersigned authority,

THE STATE OF TEXAS,
COUNTY OF POTTER

JOE B. WELLS

and appeared in and for said County, Texas, on this day personally appeared

The person whose name is subscribed to the foregoing instrument, and acknowledged to me

in connection therewith, as being the person who executed the same, and the contents whereof are fully explained by the recitation therein expressed.

in and for said County,
NOTARY PUBLIC
known to me to be the
that he executed
GIVEN UNDER
NOTARY PUBLIC
(S.)

This 7th day of December, A.D. 1975
Shirley Griffin
Shirley Griffin
 otary Public, Potter County, Texas
 My Commission Expires June 1, 1975

MARTIN Stationery Co., Dallas

04/15/2002 11:12

202059607

Doc \$0.00 Page

Rec \$70.00 1 of 14

**REVOCABLE EASEMENT**

This Revocable Easement ("Easement") is granted this 3rd day of April, 2002, to **Colorado Interstate Gas Company ("CIG")**, its successors and assigns, by the **City of Colorado Springs**, a Colorado home rule city and municipal corporation, acting through its enterprise, Colorado Springs Utilities ("City") whose address is 121 South Tejon, Colorado Springs, Colorado 80903 (both CIG and the City hereinafter collectively referred to as the "Parties").

Recitals

WHEREAS, the City owns the property described in Exhibit A ("City Property"); and

WHEREAS, the City controls, owns, operates, and maintains, in whole or in part, various utility operations on the City Property and/or the City may in the future construct various utility facilities on the City Property, and

WHEREAS, CIG does hereby request an easement for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances, along routes convenient for CIG's operations across the lands of the City as described in Exhibit A, and

WHEREAS, the Parties hereby enter into this Easement.

TERMS AND COVENANTS

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

1. Granting of Easement. For and in consideration of Thirty Six Thousand One Hundred Fifteen (\$36,115.00) Dollars and other good and valuable consideration, the City hereby grants to CIG and its successors and assigns, a non-exclusive easement, in accordance with the Colorado Springs City Charter and City Code ("Easement") to enter, occupy and use that portion of the City Property described in Exhibit A for a single pipeline and any necessary underground appurtenances thereto (the "Improvements") in, through, over and across the parcel of land as described in Exhibit A. Said easement granted shall be 85 feet in width during construction and thereafter 50 feet in width throughout. CIG shall bury the top of its pipe at least 40 inches below the surface of the ground.

2. Easement Map. Exhibit "A", attached hereto and by this reference made a part hereof, is a graphic representation of the aforementioned Easement. The legal description referred to in Exhibit A describes exclusively the Easement. In the event that the legal description set forth in Exhibit A is inconsistent with the graphic representation in Exhibit "A", said legal description shall control.

3. The Improvements. The Improvements allowed by this Easement must be approved by the City in writing prior to construction. The City shall have discretion to determine the actual location of the Improvements, so long as the City's determined location does not deviate from the route corridor approved and authorized by the Federal Energy Regulatory Commission. CIG shall, at its own cost and subject to the supervision and control of the City, locate, construct, operate and maintain the Improvements in such a manner and of such material that the Improvements will not at

any time be a source of danger to or interference with any of the City's structures, facilities, or operations. CIG, its successors and assigns shall be responsible for any repair and maintenance which is required for the Improvements, including any repair or maintenance that is requested by the City. All such repair or maintenance shall be completed in a timely manner. CIG, its successors and assigns shall keep the Improvements and every part thereof, including any surrounding property, in good condition and appearance. The Improvements must be maintained so that they continue to properly serve the purposes for which they were originally constructed.

CIG will not commence any construction, alteration, repair, removal or replacement that will disturb the surface of the property described in Paragraph 1 without providing the City with 10 days' written notice (except in case of emergency, then CIG will give as much notice as practicable).

Prior to commencing any excavation activity on the property described in Paragraph 1, CIG will locate all other pipelines, cables, pipes and other underground facilities located in or near the property described in Paragraph 1 and will notify, and obtain any necessary consents from, the appropriate owner(s) of such facilities, if required.

In no event shall CIG endanger any of the City's existing or future improvements or facilities. Additionally, CIG shall not under any circumstances alter the present grade or ground level of the property described in Paragraph 1 by more than one foot without the prior written consent of the City. In no event shall CIG, whether by act or omission allow the impoundment of any water or other substance on the property described in Paragraph 1 or the City Property.

CIG agrees that CIG, any of its employees, contractors, representatives, or any other agents, when in or on the City Property or exercising any right of ingress or egress, shall have identification available to indicate their business purpose for being on the premises.

4. Ingress and Egress. CIG, its successors and assigns and their employees, agents, contractors, and representatives shall have and exercise the right of reasonable ingress and egress in, to, through, over, under and across the property described in Paragraph 1 to perform construction, reconstruction, operation, use, maintenance, repair, or replacement of the Improvements. Except in emergencies, CIG shall give the City reasonable advance notice prior to exercising its rights of ingress and egress. To the maximum practicable extent, CIG shall use existing gates, roads, trails and facilities to avoid disruption of the City's operations on the property.

5. Safety and Security. CIG shall conduct its operations in a safe and prudent manner and in compliance with all applicable federal, state and municipal laws and regulations. CIG acknowledges and agrees that CSU may establish reasonable rules and regulations governing access, ingress, and egress in order to preserve security of any of the City's operations or facilities. CIG shall comply with all such rules.

6. Noninterference with Operation of the City. CIG, by accepting this Easement, expressly agrees for itself, its successors, and assigns that it will not interfere with in any way the City's primary purpose and use of the City Property, which is to operate and maintain utilities-related facilities. Additionally, CIG acknowledges that the City may develop and construct additional utility facilities on the City Property in the future. CIG shall take all reasonable precautions to not engage in or permit any activity or allow any omission on the Easement or any City Property which will interfere with the safety, protection and operation of the City's utility operations or other municipal operations.

J. Patrick Kelly El Paso City, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 2 of 14
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In the event the aforesaid covenant is breached, upon reasonable notice to CIG and opportunity to cure, the City reserves the right to enter upon the property in the Easement and cause the abatement of such interference at the expense of CIG.

7. Noise, Odor, Vibrations, and Annoyances. CIG shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste on the City Property in the Easement or annoy, disturb or be offensive to others and shall take all reasonable measures, using the latest known and most practical devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage the property in the Easement and to maintain a low sound level in its operations.

8. City's Rights Unaffected. The City shall retain the right to make full use of the property described in Paragraph 1, including but not limited to use of such property for any utility lines, drainage, or otherwise, except for such use as might unreasonably endanger or interfere with the rights of CIG in its construction, operation or maintenance of the Improvements.

Specifically, the City reserves for the City and its successors, heirs, and assigns the use of the Easement, whether longitudinal or otherwise, for installing pavement, curbs, gutters, sidewalks, runways, paved parking areas and associated curb cuts, paved driveways, fences, low-height landscaping, pipelines, cables, wires, electric lines, and any other utility facilities or improvements.

9. Surface Restoration to Land/Other Damage. CIG shall repair or reimburse the City for the reasonable cost of repair for any physical damage done by or resulting from actions, omissions, or operations of CIG, its successors, contractors, agents, employees, or assigns to the City Property and/or any of the City's existing or future facilities or improvements, whether within or without the property described in Paragraph 1. CIG shall repair or replace any damaged property or reimburse the City for the reasonable cost of repair or replacement of such property which shall include, but is not limited to, physical damage to any land, articles, landscaping, storage tanks, utility lines (water, wastewater, gas, electric, telephone, cable, or other) and any appurtenances, whether within or without the property described in Paragraph 1, caused by laying, repairing, replacing, operating, maintaining or removing of the Improvements. CIG in constructing, maintaining or altering the Improvements, shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible.

10. Subjacent and Lateral Support. The City shall not impair the lateral or subjacent support for the Improvements without first revoking or terminating the easement as provided for in paragraph 20. CIG, its employees, agents, contractors, successors and assigns, shall not impair the lateral support of any of the City's existing or future facilities or improvements on or in the City Property. To the extent any of the Improvements, now or in the future, impair the lateral or subjacent support of any such facilities or improvements of the City, or otherwise compromise the integrity of such facilities or improvements, in the City's opinion, CIG, its employees, agents, successors and assigns, shall immediately correct the situation to the City's satisfaction and as provided for in paragraph 17, indemnify and hold harmless the City for any injury or damage resulting therefrom.

11. Utilities. CIG agrees to pay for all utilities used by it, including, but not limited to, deposits, installation costs, meter deposits and all service charges. No such payment shall be considered a payment of rent entitling CIG to a credit under any other provision of this Easement. CIG expressly agrees to comply with all applicable City energy conservation programs and with all applicable rules

J. Patrick Kelly
04/15/2002
Doc \$0.00
Rec \$70.00
Page 11:12
3 of 14
El Paso City, CO

202059607

and regulations with respect thereto existing at the commencement of this Easement or thereafter adopted during the term hereof.

12. Assignability. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto.

13. Nature of Easement. It is the intent of the Parties that this Easement shall be deemed to run with the land involved. The Easement, including but not limited to any operation and maintenance responsibility, shall be a benefit and a burden to CIG, its successors and assigns, and any person or entity acquiring or owning any interest in CIG and their grantees, successors, heirs, administrators, devisees or assigns.

14. Release/Indemnification. CIG, its successors and assigns and their employees, agents, contractors, and representatives hereby agree to release, discharge, indemnify and hold harmless the City of Colorado Springs, Colorado Springs Utilities, the Colorado Springs City Council, the Utility Board, and the officers, directors, employees and agents of each, from and against any and all liability for any damages, injuries to the person or property of the City or CIG (including but not limited to the Improvements), or any third party, causes of action, demands, or actions of whatsoever kind or nature, arising out of, in connection with or related in any way to this Easement or the construction, operation, maintenance, or existence of the Improvements, unless and to the extent any such damages are proximately caused by the City's negligent acts, omissions, or intentional misconduct. CIG shall give the City timely and reasonable notice of any such claims or actions. Notwithstanding the foregoing, the City expressly reserves any and all of the protections, defenses, and limitations that it may be afforded under the Colorado Governmental Immunity Act. Additionally, CIG understands and agrees that the City of Colorado Springs, Colorado Springs Utilities, the Colorado Springs City Council, the Utility Board and the officers, directors, employees and agents of each shall not be liable for incidental or consequential damages of any kind, including, without limitation, loss of use, lost profits, or increased costs of purchased or replacement materials and equipment caused by the City and concerning any of the properties involved or the Improvements.

The provisions of this Section 17 shall survive the expiration or termination of this Easement, with respect to occurrences during the term of the easement.

15. Public Insurance.

- a. CIG shall maintain in full force and effect, during the term of this Easement, Comprehensive General Public Liability Insurance in the minimum amount of Two Million Dollars (\$2,000,000) bodily injury and property damage combined single limit each occurrence. The required insurance coverage shall also include Broad Form Property Damage, Products-Completed Operations and Explosion, Collapse and Underground Coverage, Personal Injury, Blanket Contractual Coverage for this Easement and Independent Contractors Coverage.
- b. CIG agrees that City shall be named as additional insureds under such policy or policies of insurance and said policy or policies shall include the severability of interest "cross over" provision.
- c. The parties understand and agree that the amount of insurance required herein is not less than the minimum required and may become inadequate during the term of this

J. Patrick Kelly EL Paso City, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 4 of 14
202059607

Easement; CIG agrees that it will increase such minimum limits by reasonable amounts upon request of City.

- d. All policies of insurance required herein shall be in a form reasonably required by City and with a company or companies reasonably satisfactory to City.
- e. CIG shall deliver policies or certificates of required coverage to City.
- f. At least thirty (30) days before the expiration of any then current policy of insurance, CIG shall deliver to City evidence that such insurance coverage has been renewed. With fifteen (15) days after the date of written notice from insurer of cancellation or reduction in coverage, CIG shall deliver to City a policy or certificate of insurance reinstating or otherwise providing the required insurance. All policies shall provide for at least thirty (30) days advance written notice to CIG and City of any insurer's intent to cancel or otherwise terminate or not to renew a policy.
- g. Failure to provide and/or maintain the required insurance requirements as set forth herein shall be grounds for cancellation of this Easement.
- h. If any claim for damages is filed with the City or CIG, or if any lawsuit is instituted against the City or CIG, the City or CIG shall give prompt and timely notice thereof to the other party, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with CIG's use of the property in the Easement or CIG's operations or activities in regard to the property and that in any way, directly or indirectly, contingent or otherwise, affect or might reasonably affect the City or CIG. Notice shall be deemed prompt and timely if given within fifteen (15) days following the date of receipt of a claim or fifteen (15) days following the date of service of process of a lawsuit. Accident or property damage claims in an amount less than five thousand dollars (\$5,000) shall be excluded from the requirements of this Paragraph.

16. Liens. In no event shall CIG allow any liens to attach against the City Property, including but not limited to the property described in Paragraph 1, or any portion thereof, for materials supplied or work performed at the request of, or for the benefit of, the CIG, and CIG shall indemnify and hold the City harmless from any cost or expense, incurred by the City to release any such liens against the Property.

17. Termination. Subject to appropriate regulatory approvals, this Easement may be revoked by the City if CIG fails to comply with the terms and conditions stated herein or by the City Council at its reasonable pleasure in accordance with the powers granted in Article X, Section 10-100 of the Charter of the City of Colorado Springs. In the event of termination CIG, its successors and assigns, shall execute all documentation which may be necessary to effect such revocation. Upon termination, CIG, its successors and assigns, shall promptly remove any Improvements and restore, replace, or repair the City Property, including but not limited to the property described in Paragraph 1, to the original condition as near as may be reasonably possible or reimburse the City for the cost of doing the same. Notwithstanding the foregoing, CIG, its successors and assigns, shall not cause damage to or compromise the integrity of any of the City's property real or personal when removing any Improvements or restoring, replacing, or repairing such property. If the Improvements are not promptly removed, such Improvements shall become the sole property of the City at its option. The City reserves the right to require CIG, to remove any Improvements on the property described in Paragraph 1. The City shall assist and make its best effort to find another location for CIG, or it shall give CIG six months to remove any Improvements and relocate. Should CIG fail to do so, the City may arrange to have any such Improvements removed and CIG agrees to reimburse any expenses so incurred by the City within 30 days. Except for those situations caused by the City's negligent acts, omissions, or intentional misconduct, the City shall be under no obligation to reimburse CIG for any sums of money

J. Patrick Kelly EL Paso City, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 5 of 14
202059607

expended for any Improvements or in making any improvements or repairs on the property described in Paragraph 1.

18. Disclaimers.

(a) Title. The City hereby expressly disclaims any warranty of title with respect to the property described in Paragraph 1. CIG is relying on its own investigations as to the adequacy of title to the property described in Paragraph 1 for its use under this agreement. Without limiting the foregoing, the grant, of rights set forth herein are subject to all easements, restrictions, reservations and rights of way of record.

(b) Physical Condition. The City disclaims any warranty with respect to the physical condition of the property described in Paragraph 1, including, without limitations, the fitness of such property for any particular purpose and/or the condition of the soils contained therein. CIG acknowledges that it is accepting its right to use the property described in Paragraph 1 on an **AS-IS, WHERE-IS, and WITH ALL FAULTS** basis.

19. Compliance with Laws. All construction and excavation activities carried on by CIG on or about the property described in Paragraph 1 shall be conducted in accordance with all applicable local, state or federal requirements, specifications, laws and regulations. All construction, installation, maintenance and repair work performed by or on behalf of CIG or on or in the property described in Paragraph 1 shall be performed in a manner and with such safeguards as are reasonably necessary to avoid any personal injury or property damage.

20. Environmental. CIG shall comply with all applicable federal, state and local laws, regulations, rulings, orders, permits and other statutory and regulatory requirements relating to the environment or public health (collectively, "Environmental Laws") in its use of the Easement. CIG and its contractors, employees or other agents shall not cause by their respective willful, wanton or negligent acts or omissions the unpermitted release or presence on the property described in Exhibit A or City Property of oil or hazardous substances, or any other material or substance that violates any Environmental Requirements. CIG agrees to defend, indemnify and hold harmless the City of Colorado Springs, the Colorado Springs City Council, and their officers, directors, employees and agents, from those costs or claims caused by the willful, wanton or negligent failure of CIG and/or its contractors, employees or other agents to comply with Environmental Requirements. CIG shall not be responsible for any Hazardous Environmental Condition (as defined below) not brought onto the property described in Exhibit A by, or caused by the willful, wanton or negligent failure of, CIG and/or its contractors, employees or other agents. For the purposes of this Easement, "Hazardous Environmental Condition" shall mean the presence on the property described in Paragraph 1 of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (as defined by the Solid Waste Disposal Act as amended from time to time), or any hazardous substance or material including, but not limited to, petroleum and petroleum products, radioactive materials (as defined by the Atomic Energy Act of 1954 as amended from time to time), and all substances which are listed under 40 CFR 302 and 40 CFR 355, 49 CFR 172 and 29 CFR 1910.120.

CIG shall immediately report to City and, to the extent unreported by CIG, City shall immediately report to CIG any of the following events or conditions arising out of CIG's use or occupancy of property in the Easement: (i) the Environmental Release or threatened Environmental Release of Hazardous Substances or Hazardous Materials at, to, from, on, or through the City Property, including the Easement and any responses by CIG or any

J. Patrick Kelly EI Paso City, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 6 of 14

202059607

governmental agency, and (ii) exposure of any person to any Hazardous Substance or Hazardous Material. CIG and the City shall immediately report to the other party any claim, demand, action or notice made against CIG or the City with regard to any violation or alleged violation of any Environmental Requirement relative to CIG's use and occupancy of the property in the Easement or use of the City Property, and each party shall immediately provide the other party with copies of any written claims, demands, actions, or notices so made.

City and CIG agree to provide to the other party all non-privileged correspondence, notices, approvals, certifications, reports, test results, submissions and all written communication regarding an Environmental Release or threatened Environmental Release of any Hazardous Substance or Hazardous Material arising out of CIG's use and occupancy of the property in the Easement or use of City Property. The City and CIG agree to provide the other party all written submissions regarding the environmental condition arising out of CIG's use and occupancy of the property in the Easement or use of the City Property within three (3) business days that the same are provided to or by a governmental entity.

In the event of the Environmental Release of any Hazardous Substance or Hazardous Material as a result of CIG's use or occupancy of the property in the Easement or use of the City Property, CIG shall immediately control and remediate the contaminated media as provided by and to the standards applicable under the Environmental Requirements.

CIG shall undertake any work necessary to remediate or remove any Hazardous Substance or Hazardous Material arising out of CIG's use and occupancy of the property in the Easement or use of the City Property as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring CIG's property in the Easement into compliance with all applicable Environmental Requirements. Any work conducted for such purpose shall be conducted at CIG's expense after CIG submits to City and any appropriate governmental authority a written plan for completing such work and receives the prior written approval of the City and such other governmental authorities. City shall have the right to inspect at the City's own expense such work at any time using consultants and representatives of their choice.

At the request of the City, CIG shall conduct such testing, monitoring, sampling, and analysis as is reasonably necessary to ascertain (i) whether CIG is using the property in the Easement in compliance with all Environmental Requirements or (ii) whether there has been an Environmental Release of a Hazardous Substance or Hazardous Material arising out of CIG's use and occupancy of the property in the Easement or use of the City Property. Any such tests, monitoring, sampling, or analysis shall be conducted by qualified independent experts chosen by CIG and subject to reasonable approval by City. Copies of results from and reports of such testing, monitoring, sampling, and analysis shall be promptly provided to City.

If CIG fails to comply with any Environmental Requirements, City, in addition to their other rights and remedies under this Easement and at its election, may enter the property in the Easement and take such measures as may be reasonable and necessary to ensure compliance with Environmental Requirements, and may charge CIG for their costs arising out of CIG's use and occupancy of the property in the Easement or use of the City Property. Except in the event of a threatened, suspected or actual Environmental Release, City shall provide to CIG written notice of its election to enter the property in the Easement.

J. Patrick Kelly El Paso City, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 7 of 14
202059607

CIG specifically recognizes that City is held to strict compliance and any resulting penalties with respect to Environmental Requirements. CIG therefore agrees to respond immediately, at City's demand, to any violations of any applicable Environmental Requirements related to CIG's use and occupancy of the property in the Easement or use of the City Property.

For purpose of this Section, the following words and phrases shall have the following meanings:

"Environmental Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment of five (5) gallons or more of a regulated substance. However, any release required to be reported to any governmental or regulatory agency shall also be reported to City.

"Environmental Requirements" shall mean any applicable environmental Federal, State, and Local statutes, laws, rules and regulations, and all directives, orders, permits, licenses issued by, and environmental plans approved by, Federal, State and Local agencies, or by Federal, State, or Municipal courts that are now in effect or are hereinafter enacted, promulgated, issued, or approved.

"Hazardous Substance" or "Hazardous Material" shall mean any and all substances, materials, and wastes that are or become regulated under any Environmental Requirement, including but not limited to asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive materials, pesticides, and all substances which are currently listed or may be listed in the future under 40 CFR 302, 40 CFR 355, 49 CFR 172, and 29 CFR 1910.120, and other substances which may be listed under any Environmental Federal or State statute.

21. Taxes. CIG shall be responsible for any taxes, federal, state, or local associated with its activities on the Easement. CIG covenants and agrees to obtain all proper licenses or permits for the conduct of its operations hereunder, and to pay when due all taxes assessed or imposed by any governmental authority upon the fees, rentals and charges and upon the property of the Easement or any improvements erected or installed thereon. CIG shall, after notifying City of its intention to do so, have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. In the event CIG shall fail to pay any of the foregoing items required by this Section to be paid by CIG, the City may (but shall be under no obligation to pay the same, and any amounts so advanced therefor by the City shall become an additional obligation of CIG, which amounts, together with interest thereon at the rate of one percent (1.0%) per month from the date thereof, CIG agrees to pay upon demand. The foregoing provision shall in no way be construed as restricting City from contesting the legality of such tax or assessment.

22. Governmental Immunity Act. Nothing in this Easement shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

23. Independent Contractor. In the performance of CIG's obligation under this Easement, it is understood, acknowledged and agreed between the parties that CIG is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which CIG performs CIG's obligations under this Easement, except as otherwise stated with the Easement terms. CIG understands and agrees that CIG and CIG's employees, agents, servants, or other personnel are not City employees. CIG

J. Patrick Kelly EI Paso City, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 8 of 14
202059607

shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to CIG or any of CIG's employees, agents, servants or other personnel performing service under this Easement.

24. Entire Agreement. This Easement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by the City and CIG.

25. Notice. All notices necessary or required under this Easement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to City: CITY OF COLORADO SPRINGS
Attn: _____

Colorado Springs, Colorado 80916
Phone: _____

If to CIG: COLORADO INTERSTATE GAS COMPANY
Attn: Jeff Voltattorni (Land Department)
P.O. Box 1087
Colorado Springs, CO 80944
Phone: (719) 520-4279

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

26. Survival of Obligations. All express representations and indemnifications shall survive this Easement, including any duties or obligations that are required in the event of termination under Paragraph 20.

27. Governing Law and Jurisdiction. The parties acknowledge that CIG is a natural gas company as defined by the Natural Gas Act, nevertheless, to the fullest extent allowed by law, this Easement shall be governed by and interpreted in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. The Parties consent to venue and jurisdiction in the District Court in and for El Paso County, Colorado, or in the United States District Court for the District of Colorado in any action commenced relating to this Easement or the transactions contemplated hereby.

J. Patrick Kelly El Paso Cty, CO

04/15/2002

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202059607

Doc \$0.00 Page

Rec \$70.00 9 of 14

IN WITNESS WHEREOF, the Parties hereto have executed this Easement as of the day and year first above written.

COLORADO INTERSTATE GAS COMPANY:

By: David Anderson

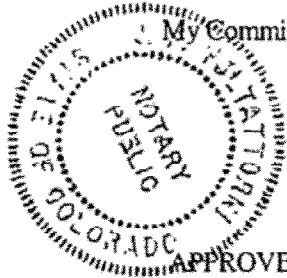
Title: Manager Land

STATE OF Colorado)
) SS
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 3 day of April, 2002, by David Anderson as Manager, Land of Colorado Interstate Gas Company.

Witness my hand and official seal.

My Commission Expires: 12-14-2004



[Signature]
Notary Public

APPROVED AS TO FORM:

J. W. Dani
Utilities General Counsel's Division

CITY OF COLORADO SPRINGS, on
behalf of its enterprise, COLORADO
SPRINGS UTILITIES

By: Richard Rich
Title: Real Estate Services Manager
Date: 4/3/02

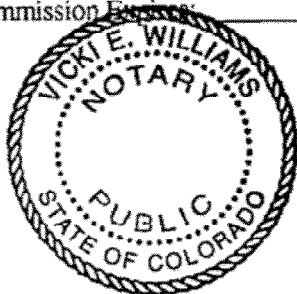
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04/15/2002	11:12	
Doc	\$0.00	Page
Rec	\$70.00	10 of 14

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 5th day of April, 2002, by Richard Reich as Real Estate Services Manager of City of Colorado Springs, Colorado Springs Utilities.

Witness my hand and official seal.

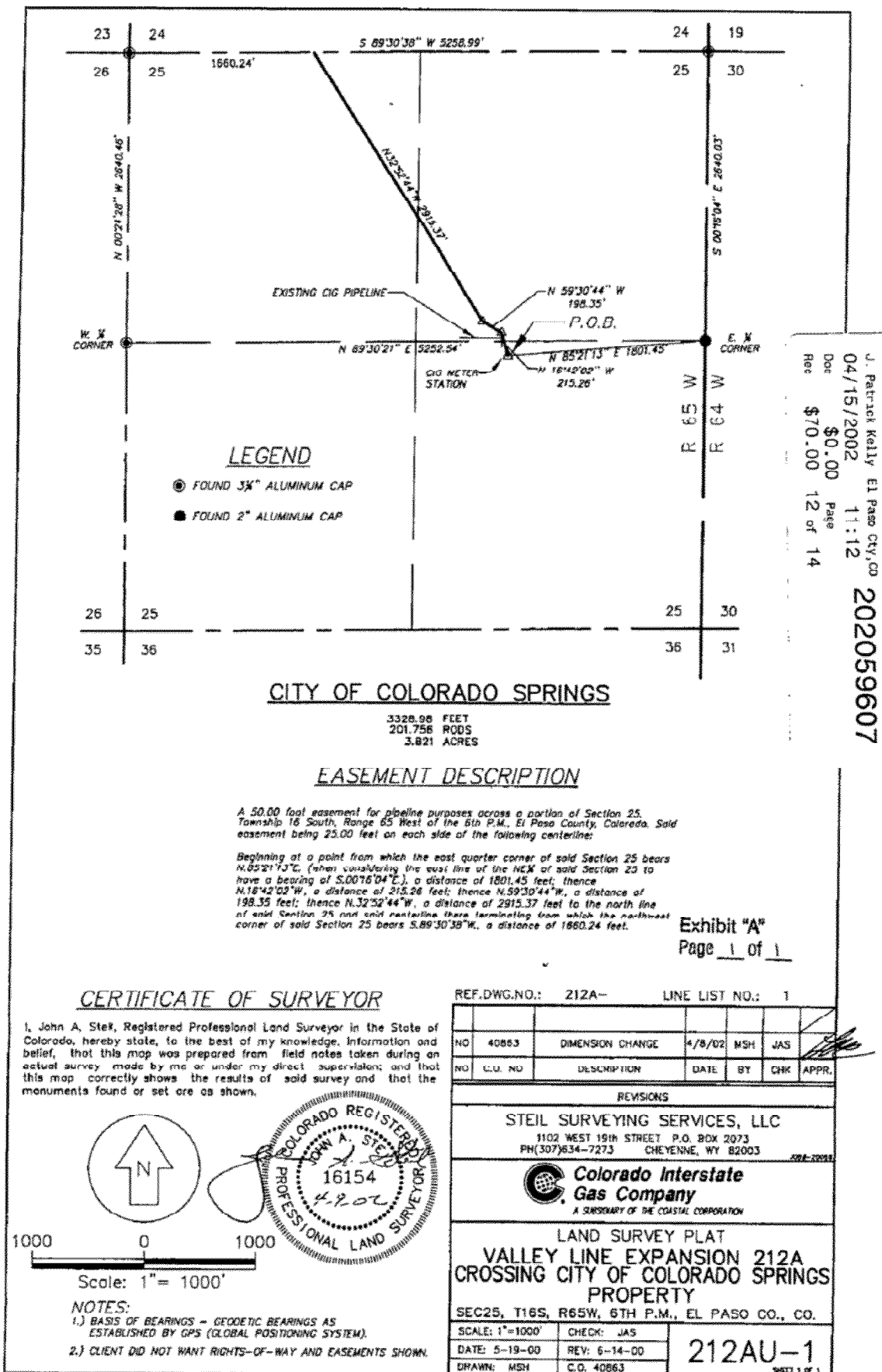
My Commission Expires _____



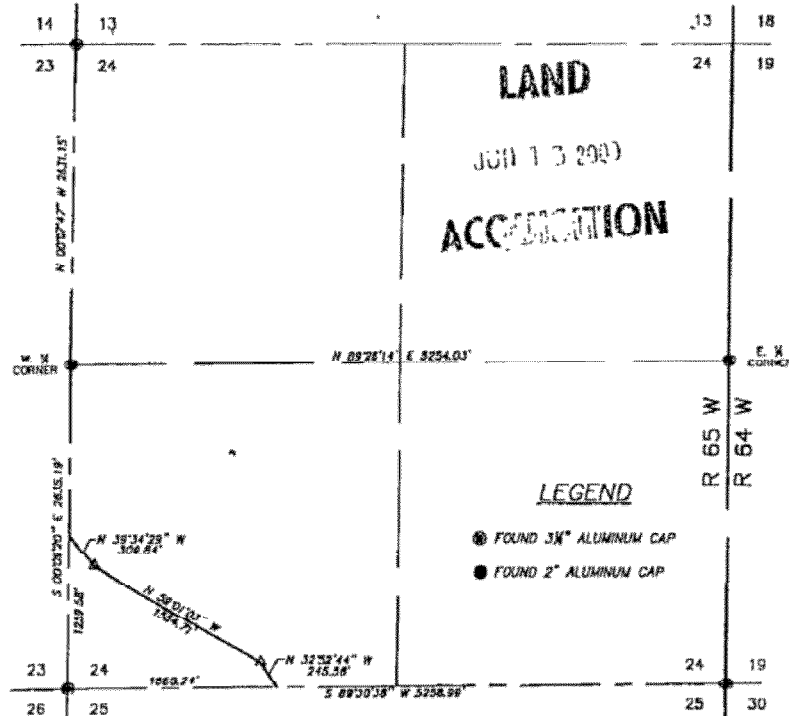
My Commission Expires 05/08/2005

Vicki E. Williams
Notary Public

J. Patrick Kelly	El Paso Cty, CO	202059607
04/15/2002	11:12	
Doc	\$0.00	Page
Rec	\$70.00	11 of 14



J. Patrick Kelly El Paso City, CO
04/15/2002 11:12 202059607
Doc \$0.00 Page
Ret \$70.00 12 of 14



CITY OF COLORADO SPRINGS

2110.13 FEET
127.89 RODS
2.422 ACRES

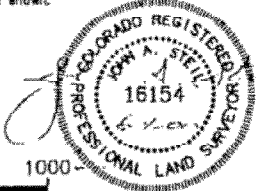
EASEMENT DESCRIPTION

A 50.00 foot easement for pipeline purposes across a portion of the Southwest Quarter (SW $\frac{1}{4}$) of Section 24, Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado. Said easement being 25.00 feet on each side of the following centerline:

Beginning at a point on the south line of said Section 24 from which the southwest corner of said Section 24 bears S 89°30'38\"W., a distance of 1660.24 feet; thence N 32°52'44\"W., a distance of 245.58 feet; thence N 59°01'03\"W., a distance of 1554.71 feet; thence N 39°34'29\"W., a distance of 309.84 feet to the west line of said SW $\frac{1}{4}$ and said centerline there terminating from which the southwest corner of said Section 24 bears S 00°09'20\"E., a distance of 1259.58 feet.

CERTIFICATE OF SURVEYOR

I, John A. Steil, Registered Professional Land Surveyor in the State of Colorado, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown.



Scale: 1" = 1000'

NOTES:

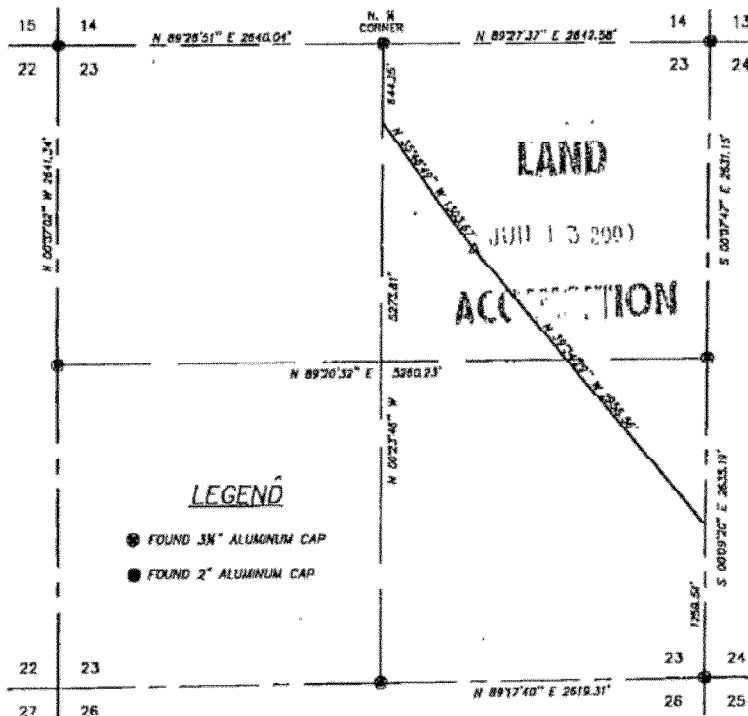
- 1.) BASIS OF BEARINGS - GEODETIC BEARINGS AS ESTABLISHED BY GPS (GLOBAL POSITIONING SYSTEM).
- 2.) CLIENT DID NOT WANT RIGHTS-OF-WAY AND EASEMENTS SHOWN.

REF. DWG. NO.: 212A-		LINE LIST NO.: 1A	
NO.	C.O. NO.	DESCRIPTION	DATE BY CHK APPR.
REVISIONS			
STEIL SURVEYING SERVICES, LLC 1108 WEST 19th STREET P.O. BOX 2075 PH(907)691-7275 CHEYENNE, WY 82005			
Colorado Interstate Gas Company A SUBSIDIARY OF THE CONSOL. CORPORATION			
LAND SURVEY PLAT VALLEY LINE EXPANSION 212A CROSSING CITY OF COLORADO SPRINGS PROPERTY SEC24, T16S, R65W, 6TH P.M., EL PASO CO., CO.			
SCALE: 1"=1000'		CHECK: JAS	
DATE: 5-18-02		APPR: [Signature] 212AU-1A	
DRAWN: MSH		C.O. 40893	

J. Patrick Kelly El Paso Cty, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 13 of 14

202059607

Exhibit "A"
Page 2 of 3



CITY OF COLORADO SPRINGS

4202.23 FEET
256.32 RODS
4.692 ACRES

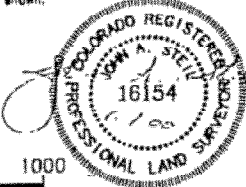
EASEMENT DESCRIPTION

A 50.00 foot easement for pipeline purposes across a portion of the East Half (EH) of Section 23, Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado. Said easement being 25.00 feet on each side of the following centerline:

Beginning at a point on the east line of said Section 23 from which the southeast corner of said Section 23 bears S.00°09'20\"E, a distance of 1258.56 feet; thence N.30°34'20\"W, a distance of 2458.56 feet; thence N.35°48'49\"W, a distance of 1303.67 feet to the west line of the EH of said Section 23 and said centerline there terminating from which the north quarter corner of said Section 23 bears N.00°23'46\"W, a distance of 644.25 feet.

CERTIFICATE OF SURVEYOR

I, John A. Steil, Registered Professional Land Surveyor in the State of Colorado, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown.



Scale: 1" = 1000'

NOTES:

- 1.) BASIS OF BEARINGS - GEODESIC BEARINGS AS ESTABLISHED BY GPS (GLOBAL POSITIONING SYSTEM).
- 2.) CLIENT DID NOT WANT RIGHTS-OF-WAY AND EASEMENTS SHOWN.

REF. DWG. NO.: 212A-		LINE LIST NO.: 1B	
NO.	C.O. NO.	DESCRIPTION	DATE BY CHK APPR
REVISIONS			
STEIL SURVEYING SERVICES, LLC 1108 WEST 10TH STREET, P.O. BOX 2079 PH(303)934-7273 CHEYENNE, WY. 82003			
Colorado Interstate Gas Company A SUBSIDIARY OF THE COALCO CORPORATION			
LAND SURVEY PLAT VALLEY LINE EXPANSION 212A CROSSING CITY OF COLORADO SPRINGS PROPERTY			
SEC23, T16S, R65W, 6TH P.M., EL PASO CO., CO.			
SCALE: 1"=1000'	CHECK: JAS	212AU-1B	
DATE: 5-19-00	APPR: CAT		
DRAWN: MSJ	C.D. 40863	SHEET 1 OF 1	

J. Patrick Kelly El Paso Cty, CO
04/15/2002 11:12
Doc \$0.00 Page
Rec \$70.00 14 of 14

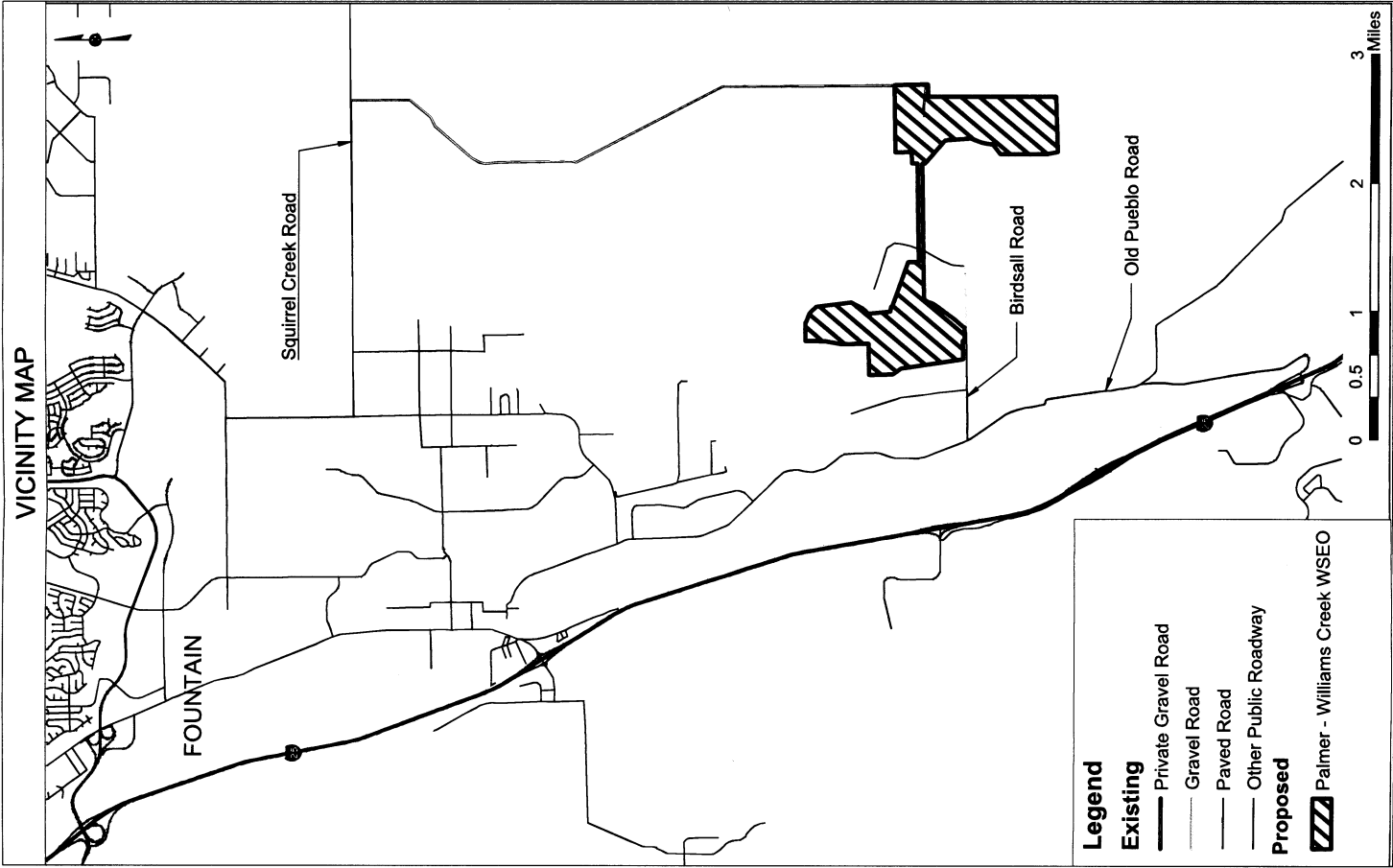
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Exhibit A
Page 5 of 5

Palmer - Williams Creek
Wind/Solar Energy Generation Overlay Plan

El Paso County, CO

A Tract Located in Sections 22, 26, 27, 28, 35, Township 16 South, All in Range 65 West of the Sixth Principal Meridian



PALMER - WILLIAMS CREEK WSEO	
GENERAL PROVISIONS	
THE PURPOSE OF THE PALMER-WILLIAMS CREEK WSEO ZONING DISTRICT IS TO:	
<ul style="list-style-type: none">REGULATE AND SITE THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT WHERE MOST APPROPRIATE, CONSIDERING SOLAR ASPECTS, IMPACTS TO THE ENVIRONMENT, VISUAL CORRIDORS, EXISTING INFRASTRUCTURE, AND THE ESTABLISHED DEVELOPMENT PATTERN.ENSURE THE PRESERVATION OF PUBLIC HEALTH, SAFETY AND WELFAREIDENTIFY APPROPRIATE SITING ENVELOPES THAT COMPLY WITH SETBACKS, HEIGHT RESTRICTIONS, AND OTHER REQUIREMENTS OF EL PASO COUNTY LAND DEVELOPMENT CODEPROVIDE MITIGATING MEASURES FOR IMPACTS ASSOCIATED WITH THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT	
AUTHORITY	
THIS WSEO IS AUTHORIZED BY CHAPTER 4 OF THE EL PASO LAND DEVELOPMENT CODE.	
APPLICABILITY	
THE PROVISIONS OF THE WSEO SHALL RUN WITH THE LAND. THE LANDOWNERS, THEIR SUCCESSORS, HEIRS, OR ASSIGNS SHALL BE BOUND BY THIS WSEO PLAN, AS AMENDED AND APPROVED BY THE EL PASO COUNTY DEVELOPMENT SERVICES DEPARTMENT DIRECTOR OR BOARD OF COUNTY COMMISSIONERS.	
ADOPTION	
THE ADOPTION OF THIS WSEO SHALL EVIDENCE THE FINDINGS AND DECISIONS OF THE EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS THAT THIS WSEO PLAN FOR THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT IS IN GENERAL CONFORMITY WITH THE EL PASO COUNTY MASTER PLAN, EL PASO COUNTY POLICY PLAN AND APPLICABLE SMALL AREA PLANS IS AUTHORIZED UNDER THE PROVISION OF THE EL PASO COUNTY LAND DEVELOPMENT CODE; AND THAT THE EL PASO COUNTY LAND DEVELOPMENT CODE AND THIS WSEO PLAN COMPLES WITH STATE STATUE.	
RELATIONSHIP TO COUNTY REGULATIONS	
THE PROVISIONS OF THE WSEO PLAN SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT, PROVIDED, HOWEVER, THAT WHERE THE PROVISIONS OF THE WSEO PLAN DO NOT ADDRESS A PARTICULAR ASPECT OF THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT, THE PROVISIONS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE, AS AMENDED AND IN EFFECT AT THE TIME OF THE WSEO PLAN APPROVAL, OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATIONS OF EL PASO COUNTY, SHALL BE APPLICABLE.	
RELATIONSHIP TO BASE ZONING DISTRICT	
APPROVAL OF THIS PLAN DOES NOT IN ANY WAY REDUCE OR ALTER THE REGULATIONS AND PROVISIONS OF THE UNDERLYING BASE ZONING DISTRICTS. INSTEAD, THIS PLAN PROVIDES THE PROPERTY WITHIN THE SPECIFIC WSEO ZONING DISTRICT WITH ADDITIONAL ALLOWED USED REGULATED BY SPECIFIC DEVELOPMENT STANDARDS.	
ENFORCEMENT	
TO FURTHER THE MUTUAL INTEREST OF RESIDENTS, OCCUPANTS, AND OWNERS OF THE WSEO AND OF THE PUBLIC IN THE PRESERVATION OF THE INTEGRITY OF THE WSEO PLAN, THE PROVISIONS OF THIS PLAN RELATING TO THE USE OF LAND SHALL RUN IN FAVOR OF EL PASO COUNTY AND SHALL BE ENFORCEABLE AT LAW OR IN EQUITY BY THE COUNTY WITHOUT LIMITATION ON ANY POWER OF REGULATION OTHERWISE GRANTED BY LAW.	
CONFLICT	
WHERE THERE IS MORE THAN ONE PROVISION WITHIN THE WSEO THAT COVERS THE SAME SUBJECT MATTER, THE PROVISION WHICH IS MOST RESTRICTIVE OR IMPOSES HIGHER STANDARDS OR REQUIREMENTS SHALL GOVERN.	
MAXIMUM LEVEL OF DEVELOPMENT	
THE ALLOWED USES AND STRUCTURE SITING ENVELOPES SHOWN IN THE WSEO PLAN IS THE MAXIMUM DEVELOPMENT AUTHORIZED FOR CONSTRUCTION.	

APPLICANT AND LEGAL AUTHORIZATION

KNOWN BY ALL THESE PRESENTS: PALMER SOLAR LLC AND JSI CONSTRUCTION LLC IS LEGALLY AUTHORIZED REPRESENTATIVE OF THE PROPERTY INCLUDED IN THE WSEO PLAN, AS DESCRIBED IN THE ACCOMPANYING LEGAL DESCRIPTION LOCATED ON SHEET 3 FOR THE PURPOSES OF THIS OVERLAY REZONING APPLICATION.

IN WITNESS WHEREOF:

THE FOREMENTIONED HAVE EXECUTED THESE PRESENTS THIS ____ DAY OF ____ 20__.

MR. JAY SONNENBERG, GENERAL COUNSEL
STATE OF COLORADO
COUNTY OF EL PASO

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 20__ BY JAY SONNENBERG

WITNESS MY HAND AND OFFICIAL SEAL: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COUNTY CERTIFICATION

THIS OVERLAY REQUEST TO THE WSEO HAS BEEN REVIEWED AND FOUND TO BE COMPLETE IN ACCORDANCE WITH THE BOARD OF COUNTY COMMISSIONERS RESOLUTION, ADOPTED THE ____ DAY OF ____ 20__, APPROVING THIS WSEO IN ACCORDANCE WITH ALL APPLICABLE EL PASO COUNTY REGULATIONS.

DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT _____ DATE _____

PRESIDENT, BOARD OF COUNTY COMMISSIONERS _____ DATE _____

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
01	COVER SHEET
02	NOTES
03	LEGAL DESCRIPTION
04	WSEO BOUNDARY WITH ZONING
05	WSEO AREA ALLOCATION
06	WSEO RESOURCE MAP
07	INTERCONNECTION MAP
08	SITE 1 LAYOUT
09	SITE 2 LAYOUT

SITE DATA:	
APPLICANT:	PALMER SOLAR, LLC 1710 29TH STREET, SUITE 1068 BOULDER, CO 80301 COLORADO SPRINGS UTILITIES 2855 MESA ROAD COLORADO SPRINGS, CO 80904
DEVELOPER:	PALMER SOLAR, LLC 1710 29TH STREET, SUITE 1068 BOULDER, CO 80301 JSI CONSTRUCTION GROUP, LLC 1710 29TH STREET, SUITE 1068 BOULDER, CO 80301
LAND OWNER:	WOODMOOR WATER & SANITATION DISTRICT NO 1 1845 WOODMOOR DR. MONUMENT, CO 80132 CITY OF COLORADO SPRINGS 30 S. NEVADA AVENUE, SUITE 502 COLORADO SPRINGS, CO 80903 PARCEL NO. 5600-00-0122 5600-00-0137 5600-00-123 PARCEL NO. 5600-00-123 5600-00-123 ZONING: 5600-00-0122, 5600-00-0137, 5600-00-123 (ALL ZONED AS RR-5)
TAX SCHEDULE, NUMBERS, & ZONING:	
SITE ADDRESS:	TBD
TOTAL AREA OF WSEO:	PARCEL 5600-00-0122: .47 ACRES PARCEL 5600-00-0137: .275 ACRES PARCEL 5600-00-123: .89 ACRES TOTAL: 711 ACRES
PROPOSED USE:	PRINCIPAL USES FOR THE WSEO INCLUDE SOLAR PANELS AND SUBSTATIONS. ACCESSORY USES INCLUDE TRANSMISSION AND DISTRIBUTION LINES (OVERHEAD OR UNDERGROUND), OPERATIONS AND MAINTENANCE BUILDINGS, STORAGE AREAS, TRANSFORMER STATIONS, MEDIUM VOLTAGE TRANSFORMERS, CIRCUIT BREAKERS AND DISCONNECT SWITCHES, COMMUNICATION SYSTEMS, ACCESS ROADS, AND FENCING, AND OTHER STRUCTURES NEEDED TO SUPPORT IDENTIFIED PRINCIPAL USES.
DEVELOPMENT SCHEDULE:	CONSTRUCTION IS ANTICIPATED TO BEGIN 2019
GENERATING CAPACITY:	60 MW AC

SURVEYOR CERTIFICATE AND TITLE VERIFICATION

I, SURVEYOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION FOR THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, BASED ON RECORD INFORMATION. THE DESCRIPTION DOES NOT REPRESENT A MONUMENTED FIELD SURVEY PERFORMED BY CLARK CONSULTANTS.

I, SURVEYOR, DO HEREBY CERTIFY THAT I HAVE EXAMINED ALL TITLE OF ALL LANDS DEPICTED AS WITHIN THE PROJECT BOUNDARY AS DESCRIBED HEREON THAT TITLE TO SUCH LANDS IS OWNED IN FEE SIMPLE AT THE TIME OF APPLICATION

SURVEYOR _____

STATE OF COLORADO
COUNTY OF EL PASO

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 20__ SURVEYOR

SURVEYOR'S CERTIFICATE

WITNESS MY HAND AND OFFICIAL SEAL: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

WIND/SOLAR ENERGY GENERATION OVERLAY PLAN
PCD EA NUMBER: EA18149
FILE NUMBER: WSEO181
A TRACT LOCATED IN SECTIONS 22, 26, 27, 28, 35, TOWNSHIP 16 SOUTH, ALL IN RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

PRELIMINARY,
NOT FOR
CONSTRUCTION

PROFESSIONAL AND CONFIDENTIAL
THIS DOCUMENT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR
DATE: 10/1/2019
BY: JAY SONNENBERG
SCALE: AS SHOWN


01

Cover Sheet

NOTES:

- | | |
|-----|--|
| 1. | THE PALMER SOLAR PROJECT WILL HAVE A NAMEPLATE RATING OF 60 MWAC THAT WILL BE INTERCONNECTED TO A 230KV DISTRIBUTION LINE AT THE WILLIAMS CREEK SUBSTATION. |
| 2. | THIS WSEO PLAN DEPICTS SOLAR ENERGY SITED ON APPROXIMATELY 711 ACRES OF LAND. THE MAXIMUM ANTICIPATED GENERATION CAPACITY IS APPROXIMATELY 60 MWAC. |
| 3. | THE INFORMATION AND FEATURES IN THIS WSEO PLAN WERE DEVELOPED BY RELYING ON EL PASO COUNTY GIS SPATIAL DATA; LAND SURVEY PLATS (PREPARED BY CLARK CONSULTANTS DATED); COLORADO SPRINGS AERIAL IMAGERY, AND FEMA FLOODPLAIN DATA. |
| 4. | THE WSEO PLAN DEVELOPMENT STANDARDS WERE DEVELOPED IN ACCORDANCE WITH SECTION 4.3.5 OF THE EL PASO COUNTY LAND DEVELOPMENT CODE, APPENDIX B, AND PROCEDURES MANUAL SECTION S-PL-023-11. |
| 5. | FACILITIES CONSTRUCTED AS PART OF THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT WILL BE CONSTRUCTED WITHIN HORIZONTAL AND VERTICAL SITING ENVELOPES AS DEFINED BY THE DENSITY AND DIMENSIONAL STANDARDS FOR THE PALMER-WILLIAMS CREEK WSEO DISTRICT (SEE BELOW). |
| 6. | VERTICAL HEIGHTS OF FACILITIES CONSTRUCTED AS PART OF THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT SHALL COMPLY WITH THE DENSITY AND DIMENSIONAL STANDARDS FOR PALMER-WILLIAMS CREEK WSEO DISTRICT (SEE BELOW). |
| 7. | SPECIFIC ALIGNMENT OF THE PROJECT ROADS AND ELECTRICAL SYSTEM WILL BE PROVIDED AT THE SITE DEVELOPMENT STAGE. |
| 8. | THE PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION PROJECT MAY POST SIGNS ON THE FOLLOWING FACILITIES, INCLUDING BUT NOT LIMITED, TO:
A. PROJECT ROADS
B. FENCES
C. SIGNS WILL COMPLY WITH SECTION 6.2.10 OF THE EL PASO COUNTY LDC. DETAILS FOR SIGNS WILL BE PROVIDED WITH THE RESPECTIVE SITE DEVELOPMENT PLANS AND MAY REQUIRE SEPARATE SIGN PERMITS |
| 9. | ALL SOLAR FACILITIES WILL BE MAINTAINED BY PALMER SOLAR LLC. ALL WILLIAMS CREEK SUBSTATION FACILITIES WILL BE MAINTAINED BY COLORADO SPRINGS UTILITIES. |
| 10. | SITE DEVELOPMENT PLANS WILL BE REQUIRED SHOWING THE DESIGN OF FACILITIES RELATED TO THE PROJECT PRIOR TO CONSTRUCTION. |
| 11. | A NATIONWIDE PERMIT FROM THE US ARMY CORPS OF ENGINEERS IS NOT REQUIRED FOR THE SOLAR PROJECT OR SUBSTATION PROJECT. IF FUTURE PROJECTS ENCRROACH ON ANY WATERS OF THE U.S., CONSTRUCTION MAY REQUIRE A NATIONWIDE PERMIT UNDER SECTION 404 OF THE CLEAN WATER ACT. |
| 12. | A PRE-CONSTRUCTION WILDLIFE SURVEY WILL BE COMPLETED BY PROFESSIONAL BIOLOGIST PRIOR TO SOIL DISTURBING ACTIVITIES. RECOMMENDATIONS PROVIDED BY COLORADO PARKS AND WILDLIFE IN IT'S DEVELOPMENT REVIEW WILL BE INCORPORATED INTO CONSTRUCTION PLANNING. |
| 13. | CLEARING AND OTHER DISTURBANCE ACTIVITIES MAY IMPACT BREEDING BIRDS (OR APPROPRIATE HABITAT) DURING THE BREEDING SEASON (DEFINED AS MARCH THROUGH JULY IN COLORADO). IF CONSTRUCTION MUST OCCUR AT ANY TIME DURING THE BREEDING SEASON PRE-CONSTRUCTION NESTING SURVEYS OR "SWEEPS" MAY BE EMPLOYED TO AVOID IMPACTS TO NESTING BIRDS. TO ACCOMPLISH THIS, A PEDESTRIAN SURVEY BY A QUALIFIED BIOLOGIST IS SUFFICIENT, UNLESS OTHERWISE RECOMMENDED BY A REGULATORY AGENCY. TO CONDUCT A PEDESTRIAN SURVEY OR "SWEEP" OF THE SITE, STAGING AREAS, ACCESS ROADS, AND ANY OTHER AREAS OF VEGETATION REMOVAL OR GROUND DISTURBANCE ARE SITE-CHECKED FOR THE PRESENCE OF NESTS. IF DETECTED, "ACTIVE" NESTS (THOSE THAT ARE OCCUPIED WITH EGGS OR YOUNG) ARE MARKED USING A GPS, FLAGGED, AND BUFFERED TYPICALLY BY 150 FEET TO ALERT CONSTRUCTION CREWS OF THE ACTIVITY AND PREVENT ACCIDENTAL "TAKE" (DESTRUCTION OR DEATH OF NESTS, EGGS, AND YOUNG). CLEARING AND OTHER DISTURBANCE ACTIVITIES MAY IMPACT BREEDING BIRDS (OR APPROPRIATE HABITAT) DURING THE BREEDING SEASON (DEFINED AS MARCH THROUGH JULY IN COLORADO). IF CONSTRUCTION MUST OCCUR AT ANY TIME DURING THE BREEDING SEASON PRE-CONSTRUCTION NESTING SURVEYS OR "SWEEPS" MAY BE EMPLOYED TO AVOID IMPACTS TO NESTING BIRDS. TO ACCOMPLISH THIS, A PEDESTRIAN SURVEY BY A QUALIFIED BIOLOGIST IS SUFFICIENT, UNLESS OTHERWISE RECOMMENDED BY A REGULATORY AGENCY. TO CONDUCT A PEDESTRIAN SURVEY OR "SWEEP" OF THE SITE, STAGING AREAS, ACCESS ROADS, AND ANY OTHER AREAS OF VEGETATION REMOVAL OR GROUND DISTURBANCE ARE SITE-CHECKED FOR THE PRESENCE OF NESTS. IF DETECTED, "ACTIVE" NESTS (THOSE THAT ARE OCCUPIED WITH EGGS OR YOUNG) ARE MARKED USING A GPS, FLAGGED, AND BUFFERED TYPICALLY BY 150 FEET TO ALERT CONSTRUCTION CREWS OF THE ACTIVITY AND PREVENT ACCIDENTAL "TAKE" (DESTRUCTION OR DEATH OF NESTS, EGGS, AND YOUNG)." |
| | IF BURROWING OWLS ARE FOUND ON SITE, PROJECT DEVELOPER WILL MONITOR TO CONFIRM SPECIES HAVE VACATED PRAIRIE DOG TOWN OR WILL MARK AREAS THAT HAVE ACTIVE BURROWING OWL NESTS AND ENSURE CONSTRUCTION ACTIVITY DOES NOT EXCEED 150-FOOT BUFFER. |

PROPOSED DIMENSIONAL STANDARDS FOR THE PALMER-WILLIAMS CREEK WSEO DISTRICT						
	MINIMUM SETBACKS FOR STRUCTURAL (PRINCIPAL AND ACCESSORY)	MAX HEIGHT OF SOLAR PANELS	MAX HEIGHT OF TRANSMISSION LINE POLES	MAXIMUM HEIGHT OF MET STATIONS	MAXIMUM HEIGHT OF INVERTERS/TRANSFORMERS	MAXIMUM HEIGHT OF SUBSTATION FACILITIES
PALMER-WILLIAMS CREEK WSEO	25 ft	14 ft	90 ft	14 ft	14 ft	75 ft
UNDERLYING ZONING (RR-5)	25 ft	30 ft	30 ft	30 ft	30 ft	30 ft

 juwi INC. 17100 29th St. Suite 1000 Denver, CO 80227 www.juwi-usa.com	PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION 60.00 MW AC EL PASO COUNTY, CO		LAYER REV. A
	JANUARY 2015	01/01/2015	

WIND/SOLAR ENERGY GENERATION OVERLAY PLAN

PCD EA NUMBER: EA18149
 FILE NUMBER: WSEO181

A TRACT LOCATED IN SECTIONS 22, 26, 27, 28, 35, TOWNSHIP 16 SOUTH, ALL IN RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

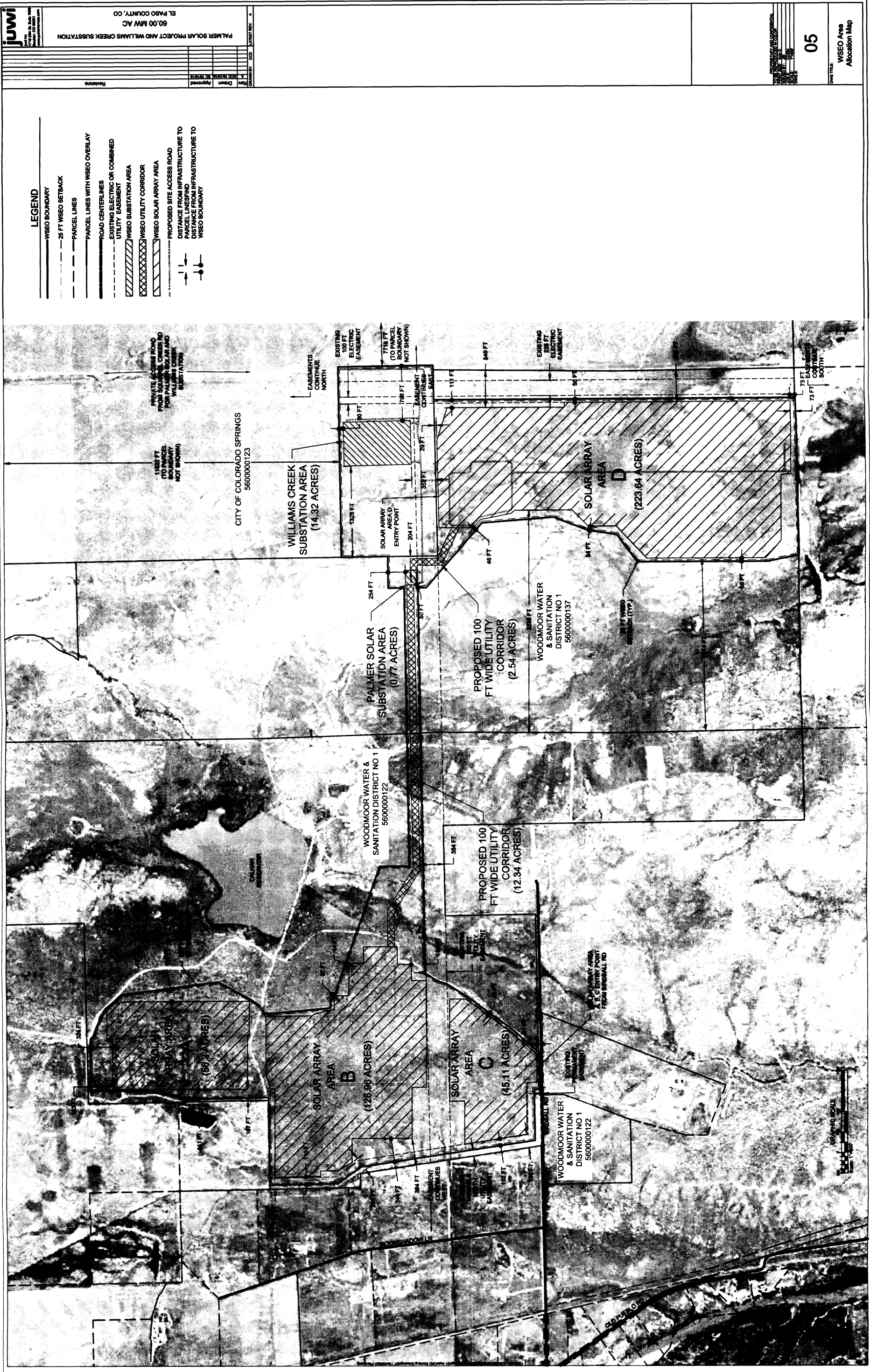
02

Notes

TWO TITLE

**PRELIMINARY,
NOT FOR
CONSTRUCTION**

PROPOSED LAY AND CONCEPTUAL
 THE INFORMATION IS FOR COLOR
 PRELIMINARY DESIGN
 DATE: 01/01/2015
 DRAWN BY: JNS
 CHECKED BY: JNS



LEGEND

- WSEO BOUNDARY
- 25 FT WSEO SETBACK
- PARCEL LINES
- PARCEL LINES WITH WSEO OVERLAY
- ROAD CENTERLINES
- EXISTING ELECTRIC OR COMBINED UTILITY EASEMENT
- WSEO SUBSTATION AREA
- WSEO UTILITY CORRIDOR
- WSEO SOLAR ARRAY AREA
- PROPOSED SITE ACCESS ROAD
- DISTANCE FROM INFRASTRUCTURE TO PARCEL LINES
- DISTANCE FROM INFRASTRUCTURE TO WSEO BOUNDARY

PALMER SOLAR PROJECT AND WILLIAMS CREEK SUBSTATION
60.00 MW AC
EL PASO COUNTY, CO

PROJECT TITLE AND CONVENTION
PROJECT NO. 123456
SHEET NO. 05
DATE: 10/15/2023

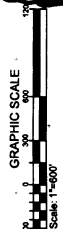
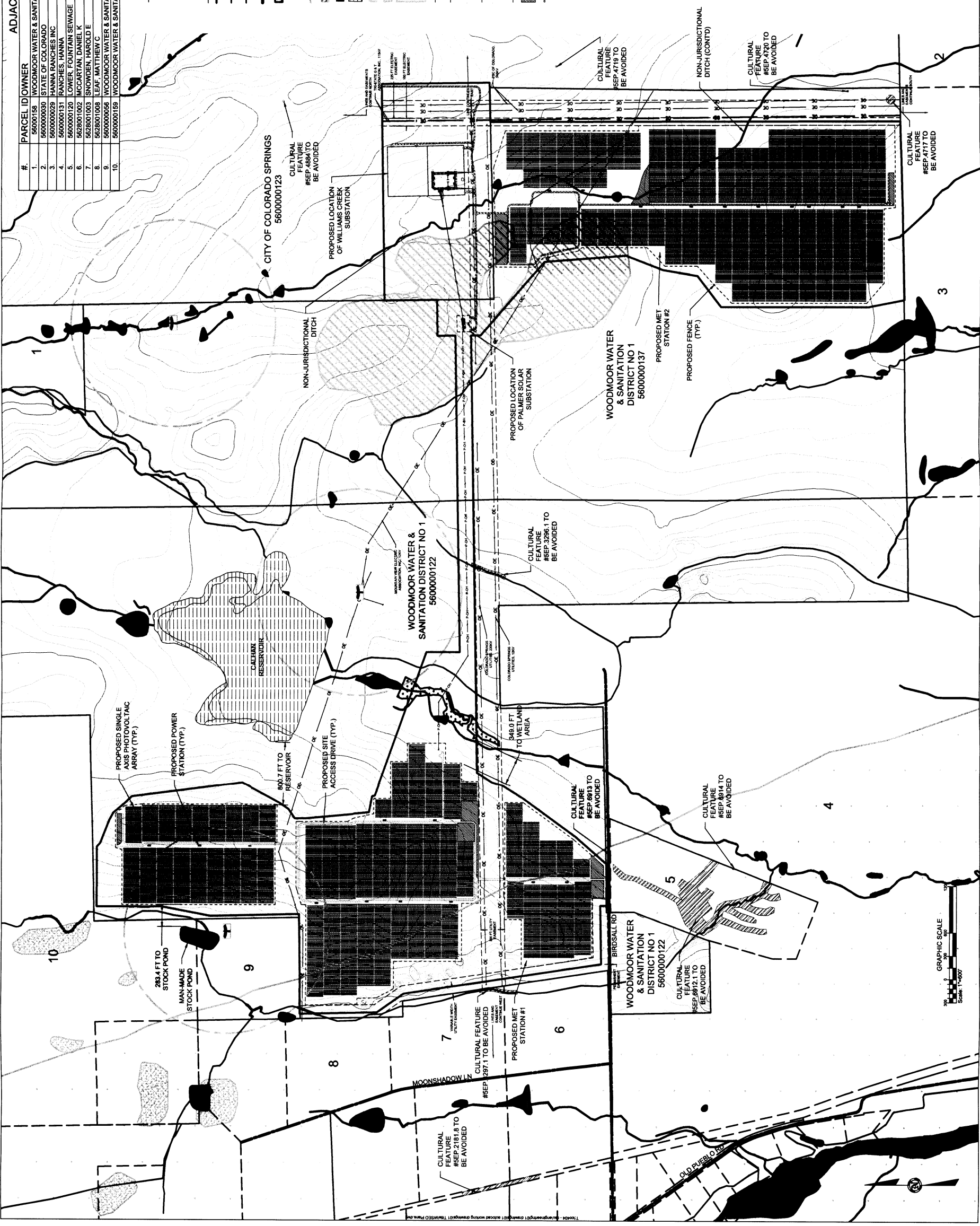
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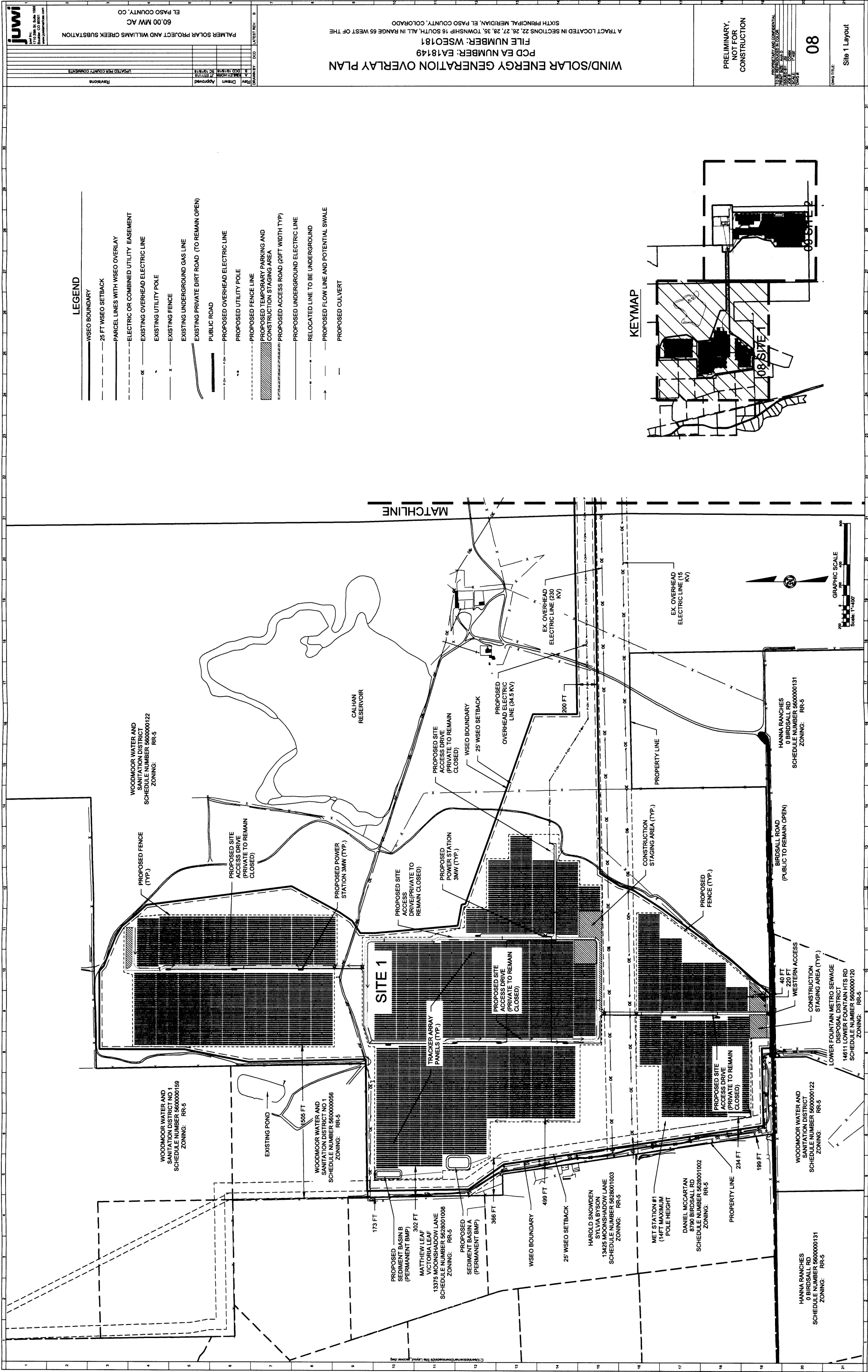
WSEO Area Allocation Map

ADJACENT PARCELS		
#	PARCEL ID	OWNER
1.	56000158	WOODMOOR WATER & SANITATION DISTRICT NO 1
2.	560000030	STATE OF COLORADO
3.	560000029	HANNA RANCHES INC
4.	560000131	RANCHES, HANNA
5.	560000120	LOWER, FOUNTAIN SEWAGE
6.	562800102	MCCARTAN, DANIEL K
7.	562800103	SNOWDEN, HAROLD E
8.	562800108	LEAF, MATTHEW C
9.	560000058	WOODMOOR WATER & SANITATION DISTRICT NO 1
10.	560000159	WOODMOOR WATER & SANITATION DISTRICT NO 1

- GENERAL NOTES**
- SEE PAGE 02 FOR DIMENSIONAL STANDARDS
 - TOPO SHOWN ONLY ON PARCELS SUBJECT TO WSEO OVERLAY

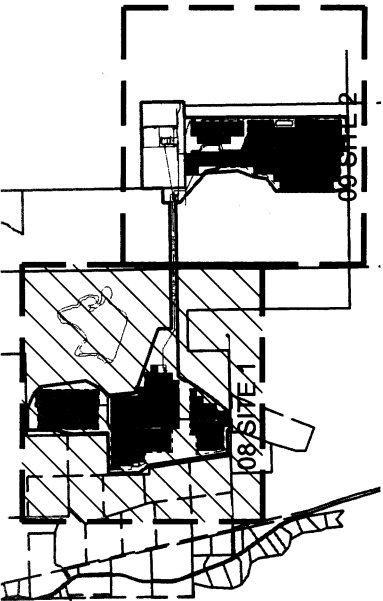
- LEGEND**
- WSEO BOUNDARY
 - PARCEL LINES
 - PARCEL LINES WITH WSEO OVERLAY
 - ROAD CENTERLINES
 - WETLANDS AREA
 - ACTIVE GREAT HORNED OWL NEST
 - 1/4 MI. ACTIVE NEST BUFFER
 - CULTURAL RESOURCE AREA
 - DRAINAGE FEATURES
 - FLOODPLAIN BOUNDARY, ZONE A (100 YEAR)
 - CPW IDENTIFIED POTENTIAL PLAYA
 - PRAIRIE DOG COLONY
 - WHITE-TAILED DEER CONCENTRATION AREA
 - ELECTRIC OR COMBINED UTILITY EASEMENT
 - EXISTING OVERHEAD ELECTRIC LINE
 - EXISTING UTILITY POLE
 - PROPOSED OVERHEAD ELECTRIC LINE
 - PROPOSED UTILITY POLE
 - PROPOSED FENCE LINE
 - PROPOSED TEMPORARY PARKING AND CONSTRUCTION STAGING AREA
 - PROPOSED SITE ACCESS ROAD





- LEGEND**
- WSEO BOUNDARY
 - 25 FT WSEO SETBACK
 - PARCEL LINES WITH WSEO OVERLAY
 - ELECTRIC OR COMBINED UTILITY EASEMENT
 - EXISTING OVERHEAD ELECTRIC LINE
 - EXISTING UTILITY POLE
 - EXISTING FENCE
 - EXISTING UNDERGROUND GAS LINE
 - EXISTING PRIVATE DIRT ROAD (TO REMAIN OPEN)
 - PUBLIC ROAD
 - PROPOSED OVERHEAD ELECTRIC LINE
 - PROPOSED UTILITY POLE
 - PROPOSED FENCE LINE
 - PROPOSED TEMPORARY PARKING AND CONSTRUCTION STAGING AREA
 - PROPOSED ACCESS ROAD (20FT WIDTH TYP)
 - PROPOSED UNDERGROUND ELECTRIC LINE
 - RELOCATED LINE TO BE UNDERGROUND
 - PROPOSED FLOW LINE AND POTENTIAL SWALE
 - PROPOSED CULVERT

KEYMAP



WIND/SOLAR ENERGY GENERATION OVERLAY PLAN
PCD EA NUMBER: EA18149
FILE NUMBER: WSEO181
A TRACT LOCATED IN SECTIONS 22, 26, 27, 28, 29, TOWNSHIP 16 SOUTH, ALL IN RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

Revisions	Drawn	Approved	Checked	Noted	Revised	By	Date	Notes
1	JUW	JUW	JUW	JUW	JUW	JUW	11/15/2024	Initial Design
2	JUW	JUW	JUW	JUW	JUW	JUW	11/20/2024	Final Design

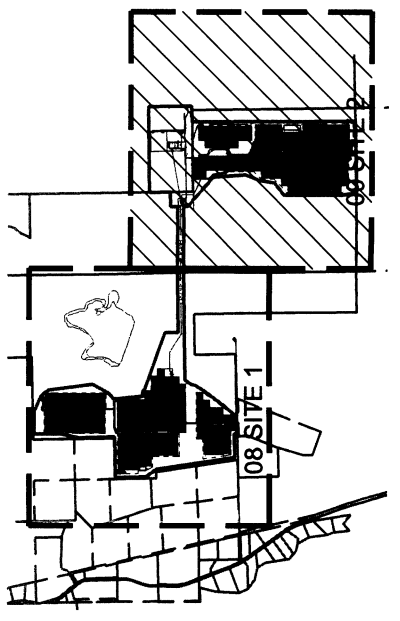
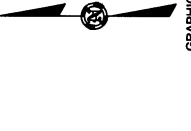
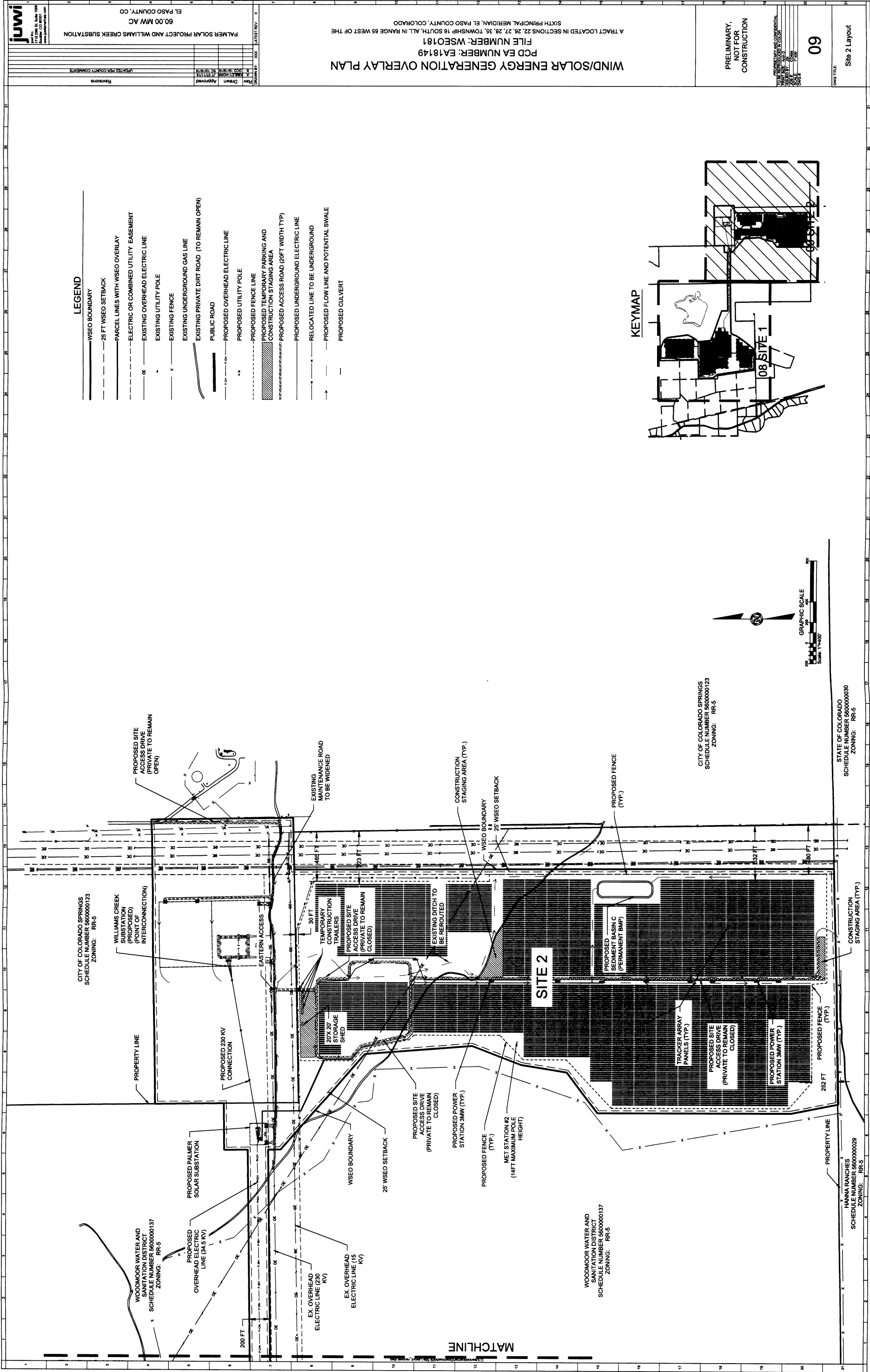
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El Paso, TX 79901
www.juwi.com

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CONSTRUCTION

PROPERTY AND CONSTRUCTION
LIMITS
NOT TO SCALE
DATE: 11/15/2024
BY: JUW

08

Site 1 Layout



- LEGEND**
- WSEO BOUNDARY
 - 25' FT WSEO SETBACK
 - PARCEL LINES WITH WSEO OVERLAY
 - ELECTRIC OR COMBINED UTILITY EASEMENT
 - EXISTING OVERHEAD ELECTRIC LINE
 - EXISTING UTILITY POLE
 - EXISTING FENCE
 - EXISTING UNDERGROUND GAS LINE
 - EXISTING PRIVATE DIRT ROAD (TO REMAIN OPEN)
 - PUBLIC ROAD
 - PROPOSED OVERHEAD ELECTRIC LINE
 - PROPOSED UTILITY POLE
 - PROPOSED FENCE LINE
 - PROPOSED TEMPORARY PARKING AND CONSTRUCTION STAGING AREA
 - PROPOSED ACCESS ROAD (20' FT WIDTH TYP)
 - PROPOSED UNDERGROUND ELECTRIC LINE
 - RELOCATED LINE TO BE UNDERGROUND
 - PROPOSED FLOW LINE AND POTENTIAL SWALE
 - PROPOSED CULVERT

WIND/SOLAR ENERGY GENERATION OVERLAY PLAN
PCD EA NUMBER: EA18149
FILE NUMBER: WSEO181
A TRACT LOCATED IN SECTIONS 22, 26, 27, 28, 35, TOWNSHIP 16 SOUTH, ALL IN RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO

Revisions	Drawn	Approved	UPDATING COUNTY COMMENTS
1	10/1/18	10/1/18	
2	10/1/18	10/1/18	
3	10/1/18	10/1/18	
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98	10/1/18	10/1/18	
99	10/1/18	10/1/18	
100	10/1/18	10/1/18	

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El Paso, TX 79902
www.juwi.com

PRELIMINARY,
NOT FOR
CONSTRUCTION

PROPOSED AND CONCEPTUAL
DESIGN. THIS PLAN IS NOT TO BE
USED FOR CONSTRUCTION.
DATE: 10/1/18
BY: J. W. J.

09

Site 2 Layout

PIPELINE CROSSING AGREEMENT

Tract: 34A – Tract 2 Sections 26, 27, 28 Township 16 South Range 65 West; 9A and 212A Tract 6- SW4 Section 11 Township 16 South; and 212A Tract 2 SW4 Section 24 Township 16 South Range 65 West

County: El Paso

State: Colorado

THIS PIPELINE CROSSING AGREEMENT (the "Agreement"), made and entered into this 10th day of May 2019, by and between **Colorado Interstate Gas Company, L.L.C.**, a Delaware limited liability company ("CIG"), with an office at 2 North Nevada Avenue, Colorado Springs, CO 80903, and **Palmer Solar LLC**, a Delaware limited liability company ("Palmer") whose address is 1710 29th Street Suite 1068, Boulder, CO 80301.

WITNESSETH

WHEREAS, Colorado Interstate Gas Company, L.L.C., a Delaware corporation entered into a certain Right of Way Agreements recorded on October 11, 2002 Pages 1-4 Reception No. 202175752; and Recorded on October 11, 2002 Reception No. 202175751 Pages 1-29; and Recorded on January 22, 2002 Pages 1-3 Reception No. 202011750; and Recorded on April 15, 2002 Pages 1-14 Reception No. 202059607 (collectively the "CIG Easement") of the records of the El Paso County Recorder, State of Colorado, and;

WHEREAS, Colorado Interstate Gas Company is successor in interest to Colorado Interstate Gas Company, L.L.C.

WHEREAS CIG operates certain pipeline and pipeline related facilities (the "CIG Facilities") under, upon, over, through, and across the CIG Easement, a portion of which CIG Easement encumbers Sections 26, 27, 28 Township 16 South Range 65 West; SW4 Section 11 Township 16 South Range 65 West; SW4 Section 24 Township 16 South Range 65 West; 6th Principal Meridian, El Paso County, Colorado, as more particularly described on Exhibit "A" (the "Property") and;

WHEREAS, Palmer, has acquired certain leasehold interests and easements in said county, which grant Palmer the authority to construct, maintain, operate, inspect, repair, replace and remove, among other rights, a Solar Generation Facility and related facilities (the "Palmer Facilities"), and;

WHEREAS, CIG is hereby willing, at the request of Palmer, to allow Palmer to construct, maintain, operate, inspect, repair, replace and remove the Palmer Facilities upon, over, under, within and/or in close proximity to portions of the CIG Facilities within the CIG Easement. The CIG Easement is a Forty foot (40') wide easement for high pressure gas pipeline along the Property; as shown, described and detailed on the drawing(s) marked Exhibit "B" attached hereto and made a part hereof, and;

WHEREAS, The 34A Nixon Lateral, 9A Pueblo – Watkins Mainline, and the 212A Palmer Divide Mainline pipelines were potholed on April 15, 2019 and May 1, 2019. The load calculations for heavy equipment crossing for access is granted to Palmer over the 9A and 212A pipelines. Underground feeders for three (3) with fiber optic communication cables and grounding, one (1) 7.2 kv underground feeder will cross under the 34A, and two (2) twenty foot (20') gravel access drives over the 34A pipeline; at the specific locations as shown, described and detailed on Exhibit "C" attached hereto and made a part hereof, and;

WHEREAS, a portion of the three (3) 34.5 kV underground feeders with fiber optic communication cables and grounding, one (1) 7.2 kv underground feeder, and two twenty-foot (20') wide gravel access drives above the 34A, associated with the Solar Generation Facility as shown on the attached "Palmer Solar Gas Pipeline Encroachment Sections Dated April 30, 2019, Sheet 1 of 1 ("Encroaching Improvements") will encroach upon the CIG Easement (the "Encroachment Area") Encroachment centerpoint locations are listed below:

Palmer Solar LLC Encroachment		
Encroachment	Latitude	Longitude
#1 – Road and Feeders (Detail 1 of E84)	38.6284156 N	104.6622340 W
#2 – Feeders (Detail 2 of E84)	38.6285783 N	104.6368352 W
#3 – Road (Detail 3 of E84)	38.6286089 N	104.6323437 W
#4 – Station Service (Detail 4 of E84)	38.6286259 N	104.6302435 W

NOW THEREFORE, in consideration of the mutual covenants herein stated, CIG hereby agrees to allow the construction, maintenance, operation, inspection, repair, replacement, and removal of the Palmer Facilities upon, over, under, within and/or in close proximity to portions of the CIG Facilities within the Palmer Lease and Easement pursuant to the specifications set forth in Exhibit "B". The permission granted herein is limited exclusively to the Palmer Facilities, subject to the following express conditions and provisions, which CIG and Palmer expressly acknowledge and agree to fulfill and discharge, to wit:

Except as specifically set forth in Exhibit "B",

1. Palmer shall construct, maintain, operate, inspect, repair, replace, and remove the Palmer Facilities in accordance with CIG's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which is attached hereto as Exhibit "D" and made a part hereof.
2. All work within the CIG Easement must be undertaken only when a CIG representative is on-site. **A CIG representative shall be on-site to monitor any construction activities within twenty (20) feet of CIG Facilities.**
3. Except for routine operational and maintenance activities, Palmer shall provide CIG seventy-two (72) hours advance written notice prior to the commencement of any construction, maintenance, operation, inspection, repair, and removal of the Palmer Facilities within the CIG Easement. The advance written notice shall be sent by electronic mail with an original to follow via FED EX, UPS, or other nationally recognized overnight courier service).

Colorado Interstate Gas Company, L.L.C.
 Attn: Kevin Hughes
 37351 E Highway 96
 Pueblo, CO 81006
 Telephone: (719) 948-5260
 Email: Kevin_Hughes@kindermorgan.com

with a copy sent to:

Colorado Interstate Gas Company, L.L.C.
 Attn: Clara Lucero – Land Dept.
 2 N. Nevada Avenue
 Colorado Springs, CO 80903
 Telephone: (719) 520-4816
 Email: Clara_Lucero@kindermorgan.com

4. Palmer shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on the CIG Easement to determine and resolve any location, grade or encroachment problems and provide protection of the CIG Facilities and the public before the actual activities are to take place. Such notice shall be sent by electronic mail with an original to follow via FED EX, UPS, or other nationally recognized overnight courier service).

Palmer Solar LLC
 Attn: Project Manager
 1710 29th Street, Suite 1068
 Boulder, CO 80301
 Telephone: (303) 996-4167
 Email: deverett@juwiamericas.com

5. Palmer shall provide CIG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed Palmer Facilities that affect the CIG Easement. Palmer shall also provide a set of as-built drawings showing the Palmer Facilities that affect the CIG Easement.
6. Only the Palmer Facilities shown on the drawings reviewed by CIG will be approved for installation on the CIG Easement. All drawing revisions that effect the Palmer Facilities proposed to be placed on the CIG Easement must be approved by CIG in writing.
7. The depth of cover over the CIG Facilities shall not be reduced nor drainage altered without CIG's prior written approval.
8. No material, fill, or spoil shall be stored or stockpiled over or upon the CIG Facilities.
9. Construction of any permanent structure, building(s) or obstructions within the CIG Easement is not permitted, other than the Palmer Facilities approved by this Agreement.
10. Planting of shrubs and trees is not permitted on the CIG Easement.
11. Irrigation equipment (i.e. backflow prevent devices, meters, valves, valve boxes, etc.) shall not be located on the CIG Easement without CIG's prior written approval.
12. Palmer shall at all times conduct all of its activities on the CIG Easement in such a manner as not to interfere with or impede the operation of the CIG Facilities.
13. Palmer Facilities may cross perpendicular to the CIG Facilities within the CIG Easement, provided that a minimum of two (2) feet of vertical clearance is maintained between the CIG Facilities and the Palmer Facilities. Constant line elevations must be maintained across the entire width of CIG's Easement. Gravity drain lines are the only exception. All crossings of the CIG Facilities must be evaluated by CIG to ensure that a significant length of the CIG Facilities is not exposed and unsupported during construction. When installing underground facilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Palmer Facilities crossing above CIG Facilities with less than two (2) feet of clearance must be evaluated by CIG to ensure that additional support is not necessary to prevent settling on top of the CIG Facilities.
14. Palmer Facilities shall cross CIG Facilities at as near to a ninety-degree (90°) angle as possible. Palmer Facilities shall not run parallel to CIG Facilities within the CIG Easement without CIG's prior written approval.
15. Palmer has been advised and understands that CIG maintains cathodic protection on its CIG Facilities. Palmer must coordinate its cathodic protection system with CIG. At the request of CIG, Palmer shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of

monitoring cathodic protection. The CIG cathodic protection (CP) technician and the Palmer CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between Palmer and CIG. All costs associated with the correction of cathodic protection problems on CIG Facilities as a direct result of the Palmer Facilities crossing shall be borne by Palmer for a period of one (1) year from the date the Palmer Facilities is put in service.

16. Any metallic line shall be coated with a suitable pipe coating for a distance of at least ten (10) feet on either side of a crossing of CIG Facilities unless otherwise requested by the CIG CP technician.
17. AC Electrical lines must be installed in conduit and properly insulated.
18. United States Department of Transportation (DOT) approved pipeline markers shall be installed so as to indicate the route of the Palmer Facilities across the CIG Easement.
19. No power poles, light standards, etc. shall be installed on the CIG Easement.
20. Contractor(s) of Palmer shall be advised of and be contractually obligated to comply with all CIG requirements as set forth herein.
21. The continued integrity of CIG Facilities and the safety of all individuals in the area of the proposed work near CIG Facilities are of the utmost importance. Therefore, contractor(s) of Palmer must meet with CIG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. CIG's on-site representative will require discontinuation of any work that, in his/her opinion, endangers the operations or safety of personnel, pipelines or facilities.
22. CIG will not allow pipelines to remain exposed overnight without CIG's consent. Contractor(s) of Palmer may be required to backfill pipeline(s) at the end of each day.
23. All CIG pipeline locations and elevations are approximate and must be field verified. A CIG representative shall do all line locating. A CIG representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by a CIG representative only to prevent unnecessary damage to the pipeline coating.
24. Notification shall be given to CIG at least seventy-two (72) hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of CIG's on-site representative. Any changes to Palmer's contractor's schedule shall be provided to CIG immediately.
25. Heavy equipment will not be allowed to operate directly over CIG Facilities or on the CIG Easement unless prior written approval is obtained from CIG. Heavy equipment shall only be allowed to cross CIG Facilities at locations designated by CIG. Contractor(s) of Palmer shall comply with all precautionary measures required by CIG to protect the CIG Facilities. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
26. Excavating or grading which might result in erosion or which could render the CIG Easement inaccessible shall not be permitted unless Palmer agrees to restore the area to its original condition and provide protection to the CIG Facilities.
27. A CIG representative shall be on-site to monitor any construction activities within twenty (20) feet of the CIG Facilities. Palmer shall not work within this distance without a CIG representative being on site. Only hand excavation shall be permitted within a minimum of eighteen (18) inches (refer to state specific rules/regulations regarding any additional clearance requirements) of CIG Facilities. However, Palmer and its Contractors shall proceed with extreme caution when within three (3) feet of any CIG Facilities.
28. Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of CIG Facilities unless the CIG representative is present and approves.

29. Temporary support of any exposed CIG pipeline by Palmer may be necessary if required by the CIG on-site representative. Backfill below an exposed pipeline and twelve (12) inches above a pipeline shall be replaced with sand or other selected material as approved by the CIG on-site representative and thoroughly compacted in twelve (12) inch lifts to 95% of standard proctor dry density minimum or as approved by the CIG on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
30. All blasting and seismic activities proposed to occur within 1,000 feet of CIG's facilities require advance notification, submission and evaluation of plans, and acceptance by CIG. Any proposed blasting or seismic activities shall not be allowed to proceed until these requirements have been completed. Final acceptance may require modifications to any proposed blasting plan criteria. CIG's acceptance of proposed blasting procedures shall not relieve the organization responsible for the blasting of liability for harmful consequences of their blasting operations. Blasting within 500 feet of a CIG high pressure pipeline will require the organization responsible for blasting (blasting contractor or consultant) to submit a written blasting plan and to execute a Blasting Indemnification Agreement before permission to blast can be given. No blasting or seismic activity will be allowed within the pipeline easement. Seismological surveillance may be required during blasting, in which event the organization responsible for blasting shall be responsible for the cost of this survey and providing the results to CIG. All blasting activities must be coordinated and confirmed with CIG's Damage Prevention group. Prior to starting any blasting activities, the organization responsible for the blasting shall provide CIG with evidence of experience, licenses, certifications, and permits as required from the federal, state, OSHA, local, and jurisdictional regulations.
31. Palmer shall indemnify and hold harmless CIG from any loss, cost, or liability for personal injuries received, death caused, or property damage suffered or sustained by any person resulting from any blasting operations undertaken. The organization responsible for blasting shall be liable for any and all damages caused to CIG Facilities and Palmer Facilities as a result of their activities regardless of whether CIG representatives are present or CIG had accepted the proposed blasting procedures.
32. Any physical contact with any CIG Facilities shall be reported immediately to CIG. If repairs to CIG Facilities are necessary, they will be made and inspected before being back-filled.
33. CIG personnel shall install all test leads on CIG Facilities.
34. Palmer and its contractor(s) shall not burn trash, brush, etc. within the CIG Easement.
35. Palmer shall assume all risks for damages, injuries, or loss to either property or persons, which may be incurred by Palmer, its respective agents, invitees, or licensees in the vicinity of the CIG Easement and in any way associated with the Palmer Facilities.
36. CIG's on-site representative may immediately suspend or terminate any work or activity not being performed in accordance with this Agreement until such time corrective actions are taken. CIG will not be liable to Palmer, its contractors, consultants or any other associated party for any costs or expenses caused by CIG's on-site representative's suspension or termination of said work or activity not being performed in accordance with this Agreement.
37. Palmer agrees to indemnify, protect and hold CIG, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury (whether to persons or property, including death), suit, proceeding, judgment, cost (including cost or expenses of whatever kind or nature, including but not limited to reasonable attorneys' fees) arising from or in any way related to the acts or omissions of Palmer or its agents, representatives, contractors, or subcontractors pursuant to this Agreement, including without limitation (1) non-compliance with any laws, regulations and orders applicable to the construction, maintenance, operation, inspection, repair, replacement or removal of the Palmer Facilities on the CIG Easement, and (2) any incidents, acts, releases, negligence,

transactions or omissions, or conditions on or affecting the CIG Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, or (ii) result in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, or (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the CIG Easement, or (v) as a result of any incident, act, action, negligence, transaction, or omission of Palmer in connection with, or incidental to the construction, maintenance, operation, inspection, repair, replacement or removal of the Palmer Facilities within and upon the CIG Easement, except where such loss, cost, liability or expense was caused by the negligence of CIG or its employees, agents, invitees or licensees.

38. The provisions of the CIG Easement and all rights, powers, privileges, duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth herein. CIG represents that it is consenting to the limited encroachment by Palmer as described herein only to the extent that CIG has the right to grant such consent.
39. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the CIG Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the CIG Easement lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

Except as specifically herein described, all of the terms and conditions of the Company Easement shall remain in full force and effect. The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original for all purposes and all of which will constitute a single instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereunto subscribed their names as of the date first above written.

Colorado Interstate Gas Company, L.L.C. a
Delaware corporation

Signature

Name

Title

THE STATE OF

Colorado

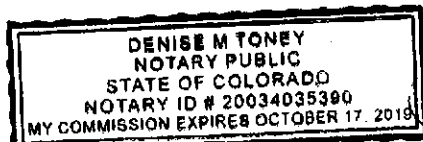
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COUNTY OF

El Paso

This instrument was acknowledged before me on this the 9th day of May, 2019, by Floyd C. Robertson as Attorney-in-fact of Colorado Interstate Gas Company, L.L.C., (company) on behalf of and as the act of the said entity.

{Seal}



10-17-19
Commission Expires

Denise M. Toney
Notary Public

Palmer Solar LLC, a Delaware limited liability company


Signature

Michael J. Martin
Name

President
Title

THE STATE OF COLORADO

§

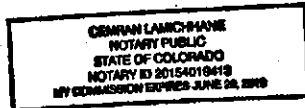
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COUNTY OF BOULDER

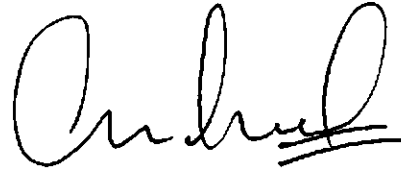
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This instrument was acknowledged before me on this the 9th day of May,
2019, by Michael J. Martin (name), as
President (type of authority, e.g., officer, trustee, etc.) of
Palmer Solar LLC (company) on behalf of and as the act of the said
entity.

{Seal}



Commission Expires



Notary Public

This instrument prepared by:
Clara Lucero, Land Agent, Colorado Interstate Gas Company, L.L.C.
2 North Nevada Avenue
Colorado Springs, CO 80903

Exhibit "A"

Legal Description

- Sections 26, 27, 28 Township 16 South Range 65 West (34A Nixon Lateral pipelines)
- SW4 Section 11 Township 16 South Range 65 West (212A Palmer Divide & 9A Pueblo – Watkins pipelines)
- SW4 Section 24 Township 16 South Range 65 West (212A Palmer Divide Mainline pipeline)

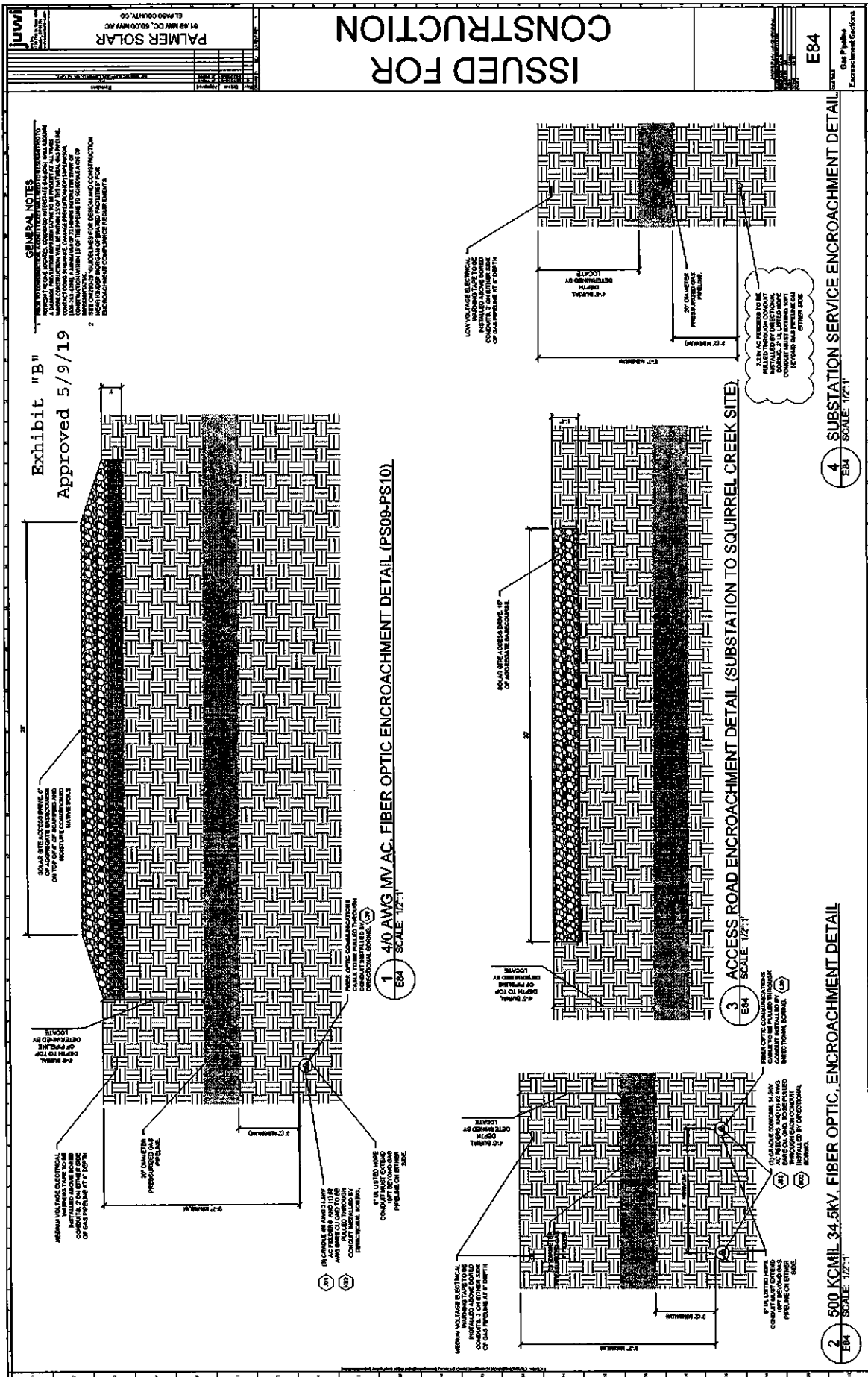


Exhibit "C"

Load calculations were run for the following equipment approved to cross the lines shown in the table below:

- Clement Rock Star Trailer, Model 3434, maximum weight 97,000 lbs.
- Truck & trailer carrying drill, 8-axes, maximum weight 149,820 lbs.
- 11-axe transporter for transformer, maximum weight 443,000 lbs.
- Truck & trailer carrying electrical cable plowing equipment, 8-axes, maximum weight 179,000 lbs.

<u>CIG Line Number</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Depth of Cover (TOP)</u>
34A	38.628578	-104.632362	42 inches
34A	38.628622	-104.630097	50 inches
34A	38.628593	-104.636803	52 inches
34A	38.628418	-104.662086	81 inches
9A	38.668709	-104.637268	67 inches
212A	38.668808	-104.637192	75 inches
212A	38.668171	-104.637329	90 inches
212A	38.638855	-104.626541	59 inches

Depth of cover will not be reduced at the crossings.

Load calculations are for the equipment listed above only. Any equipment that exceeds FHWA gross weight limits for tandem axles vehicles or has more than 2 axles will need to submit the make, model, and operating weight of the vehicle to PMWestEncroachments@KinderMorgan.com *prior* to crossing the CIG pipelines. Load calculations will be run to determine if the equipment can safely cross the CIG pipelines at the depths of cover for the crossing locations or if additional measures will be needed to safely cross the CIG pipelines.

Exhibit "D" Page 1 of 3



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: CIG

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on CIG (Company) right-of-way (ROW) are not intended nor do they waive or modify any rights Company may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for Company facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- Company shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on Company's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- Encroaching entity shall provide Company with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of Company's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of Company's ROW.
- Only facilities shown on drawings reviewed by Company will be approved for installation on Company's ROW. All drawing revisions that effect facilities proposed to be placed on Company's ROW must be approved by Company in writing.
- Company shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Company, incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of Company ROW. The units shall be installed per Company Standard TYP-V-0100-B010 – Gas Detection Unit for Pipelines Located under Asphalt or Concrete Parking Areas.
- Any repair to surface facilities following future pipeline maintenance or repair work by Company will be at the expense of the developer or landowner.
- The depth of cover over the Company pipelines shall not be reduced nor drainage altered without Company's written approval.
- Construction of any permanent structure, building(s) or obstructions within Company pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on Company pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on Company easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to Company's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between Company pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across Company's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the Company pipeline must be evaluated by Company to ensure that a significant length of the Company line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the Company pipeline with less than two (2) feet of clearance must be evaluated by Company to ensure that additional support is not necessary to prevent settling on top of the Company natural gas pipeline.
- A foreign pipeline shall cross Company facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to Company pipeline within Company easement without written permission of Company.
- The foreign utility should be advised that Company maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with Company's. At the request of Company, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The Company Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and Company. All costs associated with the correction of cathodic protection problems on Company pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10-feet on either side of the crossing unless otherwise requested by the Company CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the Company ROW.
- No power poles, light standards, etc. shall be installed on Company easement.

Construction

- Contractors shall be advised of Company's requirements and be contractually obligated to comply.
- The continued integrity of Company's pipelines and the safety of all individuals in the area of proposed work near Company's facilities are of the utmost importance. Therefore, contractor must meet with Company representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **Company's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all Company transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A Company representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- Company will not allow pipelines to remain exposed overnight without consent of Company designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A Company representative shall do all line locating. A Company representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by Company representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to Company at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Company's work site representative. Any Contractor schedule changes shall be provided to Company immediately.
- Heavy equipment will not be allowed to operate directly over Company pipelines or in Company ROW unless written approval is obtained from Company. Heavy equipment shall only be allowed to cross Company pipelines at locations designated by Company. Contractor shall comply with all precautionary measures required by Company to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the Company ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to Company's facility.
- A Company representative shall be on-site to monitor any construction activities within 25-feet of a Company pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a Company representative being on site. Only hand excavation shall be permitted within a minimum of 18-inches (refer to state specific rules/regulations regarding any additional clearance requirements) of Company pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within 10-feet of Company facility unless Company representative is present.
- Temporary support of any exposed Company pipeline by Contractor may be necessary if required by Company's on-site representative. Backfill below the exposed lines and 12-inches above the lines shall be replaced with sand or other selected material as approved by Company's on-site representative and thoroughly compacted in 12-inches lifts to 95% of standard proctor dry density minimum or as approved by Company's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

Exhibit "D" Page 3 of 3

KINDER MORGAN**Guidelines for Design and Construction near
Kinder Morgan Operated Facilities**

- No blasting shall be allowed within 1000-feet of Company's facilities unless blasting notification is given to Company including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Company shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500-feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to Company's facilities as a result of their activities whether or not Company representatives are present. Company shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300-feet of Company's facilities unless blasting notification is given to Company a minimum of one week before blasting. *(Note: covered above)* Company shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by Company in addition to meeting requirements for 500-feet and 1000-feet being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(Note: covered above)*

- Any contact with any Company facility, pipeline, valve set, etc. shall be reported immediately to Company. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- Company personnel shall install all test leads on Company facilities.
- Burning of trash, brush, etc. is not permitted within the Company ROW.

THE
UNITED STATES OF AMERICA.

Certificate No. 1233

To all to whom these presents shall come—GREETING:

Whereas, Matthias Lock, of El Paso County, Colorado Territory, has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado Territory, whereby it appears that full payment has been made by the said Matthias Lock

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the North West quarter of the North East quarter of Section Thirteen, in Township Six, Range Six, five west, in the District of Lands subject to sale at Pueblo, Colorado Territory, containing forty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Matthias Lock

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said

Matthias Lock and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Matthias Lock and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Ulysses S. Grant, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the First day of November in the year of our Lord one thousand eight hundred and Seventy Nine and of the independence of the United States the Ninety Seventh

Recorded, Vol. Page 143

By the President

U. S. Grant

By S. H. Williamson, Secretary of the General Land Office.

Filed for Record the 3rd day of Nov A. D. 1880 at 11 o'clock A.M.



THE
UNITED STATES OF AMERICA.

Enacted

Certificate No. 1235

To all to whom these presents shall come—GREETING:

Whereas, Matthias Lock, of El Paso County, Colorado Territory, has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver City, Colorado Territory, whereby it appears that full payment has been made by the said Matthias Lock

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the South East quarter of the North East quarter, and the North East quarter of the South East quarter of Section Twenty one, in Township Sixteen South of Range Six, five west, in the District of Lands subject to sale at Denver City, Colorado Territory, containing Eighty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Matthias Lock

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Matthias Lock

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Matthias Lock and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Ulysses S. Grant, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the first day of July in the year of our Lord one thousand eight hundred and of the independence of the United States the Ninety Fourth

Recorded, Vol. Page 394

By the President

U. S. Grant

By Charles White, Secretary of the General Land Office.

Filed for Record the 3rd day of July A. D. 1880 at 11 o'clock A.M.



THE UNITED STATES OF AMERICA

To all to whom these presents shall come—GREETING:

Whereas, *John McKim* of *El Paso County, Colorado*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Public, Colorado* whereby it appears that full payment has

been made by the said *John McKim* according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *The North East quarter of the North West quarter of section thirty, in Township sixteen North of Range sixty four west of the sixth principal meridian in Denver County, Colorado, containing seventy seven acres and ninety six hundredths of an acre*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *John McKim*

and that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *John McKim*

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *John McKim*

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *Rutherford B. Hayes* President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *twelfth* day of *December* in the year of our Lord one thousand eight hundred and *eighty* and of the independence of the United States the

President:

R. B. Hayes

S. M. Clark

Secretary of the General Land Office

Recorded, Vol. *5* Page *18*

Filed for Record the *11* day of *July* A. D. 1881, at *5* o'clock P. M.



THE UNITED STATES OF AMERICA

Certificate No. *1519*

To all to whom these presents shall come—GREETING:

Whereas, *Negemiah P. Barnhart* of *El Paso County, Colorado*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Public, Colorado* whereby it appears that full payment has been made by the said *Negemiah P. Barnhart*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *The West Half of the South West quarter of section seven in township sixteen South of Range sixty four west of the sixth principal meridian in Denver County, Colorado, containing seventy seven acres and ninety six hundredths of an acre*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Negemiah P. Barnhart*

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Negemiah P. Barnhart*

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Negemiah P. Barnhart*

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *Rutherford B. Hayes* President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *twelfth* day of *December* in the year of our Lord one thousand eight hundred and *eighty* and of the independence of the United States the

President:

R. B. Hayes

S. M. Clark

Secretary of the General Land Office

Recorded, Vol. *5* Page *10*

Filed for Record the *16* day of *July* A. D. 1881, at *5* o'clock P. M.



THE

UNITED STATES OF AMERICA.

Certificate No. 437

To all to whom these presents shall come—GREETING:

Whereas, *Mary P. Ballou* of *Essex County, Colorado*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Denver, Colorado* whereby it appears that full payment has been made by the said *Mary P. Ballou*according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *the South-East Quarter of the North-East Quarter of Section Twenty, Township Sixteen South, Range Sixty West, in the District of Santa Fe, New Mexico, containing one hundred and thirty acres.*according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Mary P. Ballou*NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Mary P. Ballou*and to *her* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Mary P. Ballou*and to *her* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.IN TESTIMONY WHEREOF, I, *Ulysses S. Grant* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the *Sixth* day of *October* in the year of our Lord one thousand eight hundred and *Eighty One* and of the independence of the United States the *thirty* day of *October*Recorded, Vol. *68* Page *68*

By the President:

*Ulysses S. Grant*By *Wm. H. Crook* Secretary of the General Land OfficeFiled for Record the *22* day of *Oct* A. D. 1881 at *5:00* o'clock *P.M.*

THE

UNITED STATES OF AMERICA.

Certificate No. 437

To all to whom these presents shall come—GREETING:

Whereas, *Marcus B. Corbin* of *Essex County, Colorado Territory*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Albuquerque, Colorado Territory* whereby it appears that full payment has been made by the said *Marcus B. Corbin*according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *the South-East Quarter of the North-West Quarter of Section Twenty, Township Sixteen South, Range Sixty West, in the District of Santa Fe, New Mexico, containing one hundred and thirty acres.*according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Marcus B. Corbin*NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Marcus B. Corbin*and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Marcus B. Corbin*and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.IN TESTIMONY WHEREOF, I, *Ulysses S. Grant* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the *Twenty* day of *November* in the year of our Lord one thousand eight hundred and *Eighty One* and of the independence of the United States the *thirty* day of *November*Recorded, Vol. *67* Page *147*

By the President:

*Ulysses S. Grant*By *S. D. Williamson* Secretary of the General Land OfficeFiled for Record the *5* day of *Nov* A. D. 1881 at *2* o'clock *P.M.*

THE

UNITED STATES OF AMERICA.

Certificate No. 2894.

To all to whom these presents shall come—GREETING:

*Whereas, Patrick Jerney of El Paso County, Colorado**has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said Patrick Jerney**according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto for the southeast quarter of the northeast quarter and the east half of the southeast quarter of section thirty three in township thirteen south of range thirty seven west of the sixth Principal Meridian in Colorado, containing one hundred and twenty acres**according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said**Patrick Jerney.*
NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Patrick Jerney**and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Patrick Jerney and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.*IN TESTIMONY WHEREOF, I, *Chester A. Arthur* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the *fifth* day of *December* in the year of our Lord one thousand eight hundred and *eighty four* and of the independence of the United States the *one hundred and ninth*.Recorded, Vol. *6*
Page *132*By the President: *Chester A. Arthur**M. McKean* Secretary of the General Land OfficeFiled for Record the *14* day of *January* A. D. 1885, at *4:26* o'clock P. M.

THE

UNITED STATES OF AMERICA.

Certificate No. 2847.

To all to whom these presents shall come—GREETING:

*Whereas, Julius Gotthberg of El Paso County, Colorado**has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said Julius Gotthberg**according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto for the west half of the northeast quarter of section twelve in township sixteen south of range thirty five west of the sixth Principal Meridian in Colorado, containing eighty acres**according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Julius Gotthberg*NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Julius Gotthberg**and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Julius Gotthberg and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.*IN TESTIMONY WHEREOF, I, *Chester A. Arthur* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the *fifth* day of *December* in the year of our Lord one thousand eight hundred and *eighty four* and of the independence of the United States the *one hundred and ninth*.Recorded, Vol. *6*
Page *162*By the President: *Chester A. Arthur**M. McKean* Secretary of the General Land OfficeFiled for Record the *14* day of *January* A. D. 1885, at *4:27* o'clock P. M.

THE
UNITED STATES OF AMERICA

Certificate No. 3067

To all to whom these presents shall come—GREETING:

Whereas, James D. Lawson of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said James D. Lawson

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto for the north half of the southeast quarter and the northeast quarter of the southeast quarter of section twenty-four, the north half of the southeast quarter of section twenty-five, and the northeast quarter of the southeast quarter of section twenty-six in township fifteen south of range sixty-five west of the sixth Principal Meridian in Colorado, containing one hundred and sixty-one acres and eighteen hundredths of an acre according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said James D. Lawson

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said James D. Lawson

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said James D. Lawson and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Chester A. Arthur President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the fifth day of December in the year of our Lord one thousand eight hundred and eighty-four and of the independence of the United States the one hundred and ninth.

By the President: Chester A. Arthur

Recorded, Vol. 6 Page 174

S.W. Clark

By M. McKean Secretary of the General Land Office

Filed for Record the 16 day of January A. D. 1885 at 11:16 o'clock P. M.

THE
UNITED STATES OF AMERICA

Certificate No. 2767

To all to whom these presents shall come—GREETING:

Whereas, James D. Lawson of El Paso County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said James D. Lawson

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto for the north half of the southeast quarter of section twenty-four, the north half of the southeast quarter of section twenty-five, and the northeast quarter of the southeast quarter of section twenty-six in township fifteen south of range sixty-five west of the sixth Principal Meridian in Colorado, containing two hundred acres according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

James D. Lawson NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said James D. Lawson

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said James D. Lawson and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Chester A. Arthur President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the fifth day of December in the year of our Lord one thousand eight hundred and eighty-four and of the independence of the United States the one hundred and ninth.

By the President: Chester A. Arthur

Recorded, Vol. 6 Page 174

S.W. Clark

By M. McKean Secretary of the General Land Office

Filed for Record the 16 day of January A. D. 1885 at 11:17 o'clock P. M.

THE UNITED STATES OF AMERICA.

Certificate No. 1111

To all to whom these presents shall come, GREETING:

Whereas, *Alonzo A. McJannet* of *El Paso County, Colorado*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Colorado* whereby it appears that full payment has been made by the said

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *the east half of Section thirty, the east half of Section ten, all of Section eleven, and the east half of the North east quarter, the North east quarter of the North west quarter, and the South east quarter of Section twelve, in Township Sixteen South of Range Sixty five West of the Sixth Principal Meridian in Colorado containing one thousand five hundred and fifty acres and eighty four hundredths of an acre.*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Alonzo A. McJannet*

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Alonzo A. McJannet*

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *James C. Cleveland* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *twenty eighth* day of *April* in the year of our Lord one thousand eight hundred and *eighty eight* and of the independence of the United States the *thirty eighth*

By the President: *James C. Cleveland*By *M. McKean* Secretary.

Recorder of the General Land Office.

Recorded, Vol. *131*
Page *131*

Filed for Record the *19* day of *June* A. D. 18*88*, at *12* o'clock *P.*



THE UNITED STATES OF AMERICA.

Certificate No. 1118

To all to whom these presents shall come, GREETING:

Whereas, *Alonzo A. McJannet* of *El Paso County, Colorado*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Colorado* whereby it appears that full payment has been made by the said

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *the east half of Section thirty, the east half of Section ten, all of Section eleven, and the east half of the North east quarter, the North east quarter of the North west quarter, and the South east quarter of Section twelve, in Township Sixteen South of Range Sixty five West of the Sixth Principal Meridian in Colorado containing one thousand five hundred and fifty acres and eighty four hundredths of an acre.*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Alonzo A. McJannet*

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *Alonzo A. McJannet*

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *James C. Cleveland* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

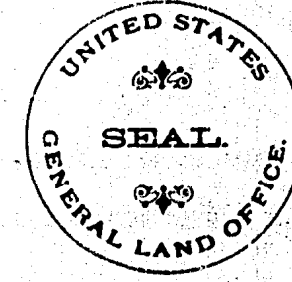
GIVEN under my hand, at the City of Washington, the *twenty eighth* day of *April* in the year of our Lord one thousand eight hundred and *eighty eight* and of the independence of the United States the *thirty eighth*

By the President: *James C. Cleveland*By *M. McKean* Secretary.

Recorder of the General Land Office.

Recorded, Vol. *133*
Page *133*

Filed for Record the *19* day of *June* A. D. 18*88*, at *12* o'clock *P.*



THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

CERTIFICATE)

No. 7038)

Whereas Ira B. Kutch, of El Paso County, Colorado,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said Ira B. Kutch

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the Lots numbered one and two and the East half of the North West quarter of Section eighteen, in Township sixteen South of Range sixty four West of the Sixth Principal Meridian in Colorado, containing one hundred and fifty seven acres and sixty nine hundredths of an acre,

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Ira B. Kutch

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Ira B. Kutch

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Ira B. Kutch

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Benjamin Harrison

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the first

day of December, in the year of our Lord one thousand eight hundred and ninety one, and of the Independence of the United States the one hundred and sixteenth.

L. S.

By the President: Benjamin Harrison

By M. McKean

Secretary.

J. R. Conwell, Recorder of the General Land Office.

Timber Culture Certificate No. 325-
Application 3597

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that, pursuant to the Act of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, to encourage the growth of timber on the Western prairies, the claim of James Williams has been established and duly consummated, in conformity to law, for the West half of the North East quarter, the North West quarter of the South East quarter, and the North East quarter of the South West quarter of Section seven, in Township sixteen South of Range sixty four West of the Sixth Principal Meridian, in Colorado, containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the UNITED STATES unto the said

James Williams

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said *James Williams and to his* heirs and assigns forever: subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, *Theodore Roosevelt* PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *twenty first* day of *January*, in the year of our Lord one thousand eight hundred and *two*, and of the Independence of the United States the one hundred and twenty sixth.

BY THE PRESIDENT: *T. Roosevelt*

By *E. M. McKean*, Secretary.
C. H. Brush Recorder of the General Land Office.

Colorado.
Recorded, Vol. 140, Page 176.

Filed for Record the *18th* day of *November* A. D. 1907, at 1:01 o'clock P. M.
Joseph H. Schuster Recorder



Timber Culture Certificate No. 325-
Application 3597

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that, pursuant to the Act of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, to encourage the growth of timber on the Western prairies, the claim of Henry J. Woolery has been established and duly consummated, in conformity to law, for the South East quarter of the North East quarter, and the East half of the South East quarter of Section eight, in Township sixteen South of Range sixty five West of the Sixth Principal Meridian, in Colorado, containing one hundred and twenty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the UNITED STATES unto the said

Henry J. Woolery

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said *Henry J. Woolery* heirs and assigns forever: subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, *William McKean* SECRETARY OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *twentieth* day of *April*, in the year of our Lord one thousand eight hundred and *ninety eight*, and of the Independence of the United States the one hundred and twenty sixth.

BY THE PRESIDENT: *William McKean*

By *J. H. McKean*, Secretary.
C. H. Brush Recorder of the General Land Office.



Recorded, Vol. 179, Page 341

Filed for Record the *26th* day of *May* A. D. 1912, at 1:01 o'clock P. M.
Joseph H. Schuster Recorder

L. 6.
149349
Timber Culture Certificate No. 335
Application 3349

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that, pursuant to the Acts of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, "To encourage the growth of timber on the Western prairies," the claim of James Williams has been established and duly consummated, in conformity with the North West half of the North East quarter, the North West quarter of the South East quarter, and the North East quarter of the South West quarter of Section seven, Township sixteen South of Range sixty four West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the UNITED STATES unto the said

James Williams

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said James Williams and to his heirs and assigns forever: subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Theodore Roosevelt, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twenty first day of January, in the year of our Lord one thousand eight hundred and two, and of the Independence of the United States the one hundred and twenty sixth.

BY THE PRESIDENT: T. Roosevelt

By F. M. McKean, Secretary
C. H. Brush, Recorder of the General Land Office

Colorado.
Recorded, Vol. 140, Page 172

Filed for Record the 18th day of November A. D. 1907, at 1 o'clock P. M.
Joseph H. Schuster
Recorder



Timber Culture Certificate No. 147
Application 795

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that pursuant to the Acts of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, "To encourage the growth of timber on the Western prairies," the claim of Henry J. Woolery has been established and duly consummated, in conformity to law, for the South East quarter of the North East quarter and the East half of the South East quarter of Section eight in Township thirteen South of Range sixty five West of the Sixth Principal Meridian in Colorado, containing one hundred and twenty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the UNITED STATES unto the said

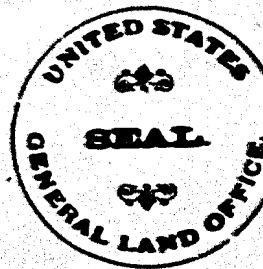
Henry J. Woolery

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Henry J. Woolery and to his heirs and assigns forever: subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, William McKean, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twenty eighth day of April, in the year of our Lord one thousand eight hundred and ninety eight, and of the Independence of the United States the one hundred and twenty second.

BY THE PRESIDENT: William McKean
By J. H. McKean, Secretary
C. H. Brush, Recorder of the General Land Office



Recorded, Vol. 179, Page 341
Miscellaneous Volume 26 day of Nov A. D. 1907 at 10:30 o'clock AM.
Filed for Record the
Joseph H. Schuster
Recorder

No. 319393
HOMESTEAD PATENT
 UNITED STATES
 TO
Jackot Becker
 STATE OF COLORADO,
 COUNTY OF EL PASO,
 Filed for record at 2:10 o'clock P.M.,
April 20 1922
C. A. Jackson
 RECORDER.

PUEBLO 040919

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Pueblo, Colorado, has been deposited in the General Land Office,

whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public

Domain," and the acts supplemental thereto, the claim of *Jackot Becker* has been established and duly consummated, in conformity to law, for the *northeast quarter of the southwest quarter of section thirty-one in Township twelve south of Range sixty-two west of the Sixth Principal Meridian, Colorado, containing forty acres.*

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the United States unto the said *Claimant*

the tract of land above described: **To Have and to Hold** The said tract of Land, with the appurtenances thereof, unto the said *Claimant*

and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts,

and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States; reserving, also, to the United States all coal in the lands so granted, and to it, or persons authorized by it, the right to prospect for, mine, and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of

In Testimony Whereof, I, *Narven G. Harding* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the *twenty-first* day of

January in the year of our Lord one thousand *nine*

hundred and *twenty-two* and of the Independence of the United States the one

hundred and *forty-sixth*

BY THE PRESIDENT:

*Narven G. Harding*By *Viola B. Pugh**M. P. Le Roy*

SECRETARY.

Recorder of the General Land Office.

Recomm. Patent Number 844354

No. 319520
HOMESTEAD PATENT
 UNITED STATES
 TO
James D. Woodring
 STATE OF COLORADO,
 COUNTY OF EL PASO,
 Filed for record at 11:27 o'clock A.M.,
April 22 1922
C. A. Jackson
 RECORDER.

PUEBLO 035636

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Pueblo, Colorado, has been deposited in the General Land Office,

whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public

Domain," and the acts supplemental thereto, the claim of *James D. Woodring* has been established and duly consummated, in conformity to law, for the *northeast quarter of the northwest quarter of section nineteen and the east half of the southwest quarter of section eighteen in Township sixteen south of Range sixty-four west of the Sixth Principal Meridian, Colorado, containing one hundred twenty acres.*

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the United States unto the said *Claimant*

the tract of land above described: **To Have and to Hold** The said tract of Land, with the appurtenances thereof, unto the said *Claimant*

and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts,

and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States; reserving, also, to the United States all coal in the lands so granted, and to it, or persons authorized by it, the right to prospect for, mine, and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of

In Testimony Whereof, I, *Narven G. Harding* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the *twenty-fifth* day of

February in the year of our Lord one thousand *nine*

hundred and *twenty-two* and of the Independence of the United States the one

hundred and *forty-sixth*

BY THE PRESIDENT:

*Narven G. Harding*By *Viola B. Pugh**M. P. Le Roy*

SECRETARY.

Recorder of the General Land Office.

Recomm. Patent Number 851663

No. 446969

PATENT.

UNITED STATES.

Jacob Hengiler

STATE OF COLORADO,

County of El Paso.

Filed for record at 41 o'clock P. M.

Jan. 11 1928

C. R. Furrow
Recorder.

Publs 032243

THE UNITED STATES OF AMERICA.

Certificate No.

To all to whom These Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Pueblo, Colorado,

has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at

whereby it appears that full payment has been made by the said furrow to the Act of Congress of May 20, 1862, "To secure Homesteads to actual settlers on the Public Domain," according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the claim of

Jacob Hengiler has been established and duly consummated, in conformity with law, for the lots three and four of Section eighteen and the lots one and two of Section nineteen in Township sixteen south of Range sixty-four west of the Sixth Principal Meridian, Colorado, containing one hundred fifty-four and twenty-eight hundredths acres,

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

there is therefore granted by
NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Claimant the tract of Land above described and to his heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said tract of Land, with the appurtenances thereof unto the said Claimant and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

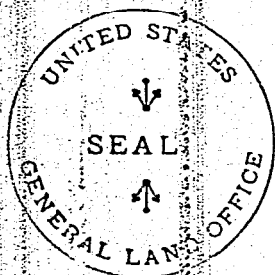
IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Second day of March, in the year of our Lord one thousand nine hundred and Twenty-One, and of the Independence of the United States the one hundred and Forty-Fifth.

BY THE PRESIDENT: Woodrow Wilson

By M. C. Le Roy Secretary.

Patent number 797204 L. C. Lemar Recorder of the General Land Office.
Recorded, Colorado Vol. _____, Page _____



No. 4418712

PATENT.

UNITED STATES.

William C. Holmes

STATE OF COLORADO,

County of El Paso.

Filed for record at 3:19 o'clock P. M.

Jan. 11 1928

C. R. Furrow
Recorder.

Publs 05312

THE UNITED STATES OF AMERICA.

Certificate No.

To all to whom These Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Pueblo, Colorado,

has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at

whereby it appears that full payment has been made by the said furrow to the Act of Congress of May 20, 1862, "To secure Homesteads to actual settlers on the Public Domain," according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the claim of William C. Holmes has been

established and duly consummated, in conformity to law, for the West half of the Northwest Quarter and the West half of the Southwest Quarter of Section Twenty-nine in Township Sixteen South of Range Sixty-three West of the Sixth Principal Meridian, Colorado, containing One Hundred Sixty acres,

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

there is therefore granted by
NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Claimant the tract of Land above described and to his heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said tract of Land, with the appurtenances thereof unto the said Claimant and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

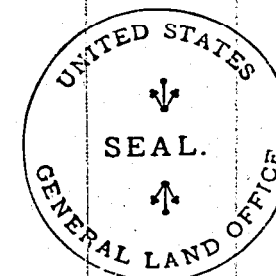
IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twenty-First day of November, in the year of our Lord one thousand nine hundred and Twelve, and of the Independence of the United States the one hundred and Thirtieth.

BY THE PRESIDENT: Wm H. Taft

By M. C. Le Roy Secretary.

Patent number 301584 H. W. Sanford Recorder of the General Land Office.
Recorded, Colorado Vol. _____, Page _____



No. 44696.9
Cubbs 032243

PATENT.

UNITED STATES.

TO
Jacob Hunziker

STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 1:41 o'clock P. M.,
Nov. 27, 1928

C. R. Furrow
Recorder.

Certificate No. _____

To all to whom These Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Pueblo, Colorado, has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at _____

whereby it appears that full payment has been made by the said pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to actual settlers on the Public Domain," according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the claim of *Jacob Hunziker* has been established and duly consummated, in conformity to law, for the Lots three and four of Section eighteen and the Lots one and two of Section nineteen in Township sixteen south of Range sixty-four west of the Sixth Principal Meridian, Colorado, containing one hundred fifty-four and twenty-eight hundredths acres,

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said _____

there is therefore granted by
NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Claimant the tract of Land above described _____ and to _____ heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said tract of Land, with the appurtenances thereof unto the said Claimant _____ and to _____ heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, *Woodrow Wilson* President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *Second* day of *March*, in the year of our Lord one thousand nine hundred and *Twenty-One*, and of the Independence of the United States the one hundred and *Fifty-Fifth*.

BY THE PRESIDENT: *Woodrow Wilson*

By *M. P. Le Roy* Secretary.

L. C. Leman Recorder of the General Land Office.

Patent Number 797204
Recorded, Colorado Vol. _____, Page _____

No. 448712
Cubbs 05312

PATENT.

UNITED STATES.

TO
William C. Holmes

STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 3:19 o'clock P. M.,
Jan. 11, 1929

C. R. Furrow
Recorder.

Certificate No. _____

To all to whom These Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Pueblo, Colorado, has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at _____

whereby it appears that full payment has been made by the said pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to actual settlers on the Public Domain," according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the claim of *William C. Holmes* has been established and duly consummated, in conformity to law, for the West half of the Northwest Quarter and the West half of the Southwest Quarter of Section Twenty-nine in Township Seventeen South of Range Sixty-three West of the Sixth Principal Meridian, Colorado, containing One Hundred Sixty acres,

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said _____

there is therefore granted by
NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Claimant the tract of Land above described _____ and to _____ heirs, the said Tract above described:

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said tract of Land, with the appurtenances thereof unto the said Claimant _____ and to _____ heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, *William H. Taft* President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *Twenty-First* day of *November*, in the year of our Lord one thousand nine hundred and *Twelve*, and of the Independence of the United States the one hundred and *Thirty-Seventh*.

BY THE PRESIDENT: *Wm H Taft*

By *M. P. Le Roy* Secretary.

H. W. Sanford Recorder of the General Land Office.

Patent Number 301584
Recorded, Colorado Vol. _____, Page _____

Ford, Bacon & Davis, Inc., shall have the right to assign, transfer and convey all rights herein granted to any other person, firm, corporation or association of persons, and such right of transfer or assignment shall exist in every subsequent vendee, or transferee who may be successor in title to the grantee herein.

In Witness Whereof, We have hereunto set our hands and seals this 13th day of October, 1927.

Signed, sealed and delivered in the presence of :

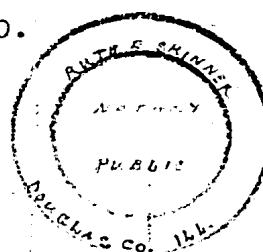
Reed Dysart, (L.S.)
 Laura H. Jones (L.S.)
 Roxey G. Jones (L.S.)
 H. Jack Jones (L.S.)

State of Illinois)
) ss.
 County of Douglas)

The foregoing instrument was acknowledged before me this 13th day of October, 1927, by Laura H. Jones

My commission expires October 28th, 1930.

Witness my hand and official seal.



Ruth E. Skinner.
 Notary Public.

State of Florida)
) ss.
 County of Polk)

The foregoing instrument was acknowledged before me this 18th day of October, 1927, by Mrs. Roxie G. Jones and H. Jack Jones.

My commission expires March 22, 1931.

Witness my hand and official seal.

W. C. Carter
 Notary Public.
 Notary Public State of Florida at Large
 My Commission expires Mar. 22, 1931.

State of Missouri)
) ss.
 County of McDawson)

The foregoing instrument was acknowledged before me this 3 day of November, 1927, by

Reed Dysart.

My commission expires Sept. 8th, 1930.

Witness my hand and official seal.

Geo. W. Cole
 Notary Public.

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No. 430510

Right of Way

The Edgar Lumber & Box Co.

to

Ford, Bacon & Davis, Inc.,

Filed for Record 11:31 A. M.

December 1, 1927.

C. R. Furrow, Recorder.

For and in consideration of the sum of One and no/100 Dollars, to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grant to Ford, Bacon & Davis, Inc., a corporation organized under the laws of the State of New Jersey, its successors or assigns, the right-of-way to lay, construct, reconstruct, replace, renew, maintain and operate a pipe line for the transportation of gas, petroleum or any of its products, also water or other substances, or either thereof, and as incident thereto to erect and maintain, operate, change, renew and reconstruct a telephone and telegraph line, or either of them as may be necessary

in connection with the use of the pipe line, together with the right of ingress and egress, on, over and through the following described lands situate in El Paso County, and State of Colorado, to-wit:

NW $\frac{1}{4}$ Sec. 27, except part S $\frac{1}{2}$ of NW $\frac{1}{4}$ lying N. & W. of right of way of D. & N. O. R. Y. & SW $\frac{1}{4}$ Sec. 22, E $\frac{1}{2}$ & E $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec. 34 & E $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 27 Tp. 15 R. 65 W. NW $\frac{1}{4}$ Sec. 4 Tp. 12 R. 65 W. & E $\frac{1}{2}$ of SW $\frac{1}{4}$ & W $\frac{1}{2}$ of SE $\frac{1}{4}$ & NW $\frac{1}{4}$ Sec. 11, W $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 2 & E $\frac{1}{2}$ of SE $\frac{1}{4}$ & NE $\frac{1}{4}$ of Section 3 Tp. 16 R. 65 W. acquired by the present vendor as per deeds of record in Books 733 and 601, folios 459 & 240 of the records of El Paso County, Colorado.

Said right-of-way being 1658 rods, more or less, in length, and located approximately as shown by Grantee's present survey.

The said undersigned owners, their heirs or assigns, to fully use and enjoy such premises except as the same may be necessary for the purpose herein granted to said Ford, Bacon & Davis, Inc., its successors or assigns.

The said Ford, Bacon & Davis, Inc., its successors or assigns, hereby agrees to pay any damages which may arise from laying, maintaining, operating or removing said pipe line, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one thereof to be appointed by the owners of said lands, their heirs or assigns, one by Ford, Bacon & Davis, Inc., its successors or assigns, and the third person by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All pipe lines laid under this grant and passing through cultivated land shall be buried not less than twenty inches deep, and shall be so laid as not to interfere with ordinary cultivation of such land after construction has been completed.

It is further agreed that for the consideration above mentioned Ford, Bacon & Davis, Inc., its successors or assigns, is hereby granted the right to, at any time, lay an additional line or lines of pipe alongside of the first line as herein provided, upon the payment of a further consideration of Eight Hundred Twenty-nine Dollars for each additional line when laid, and subject to the same rights and conditions, said Ford, Bacon & Davis, Inc., its successors or assigns, to have the right to change the size of its pipe, the damage, if any, in making such change to be paid by Ford, Bacon & Davis, Inc., its successors or assigns, to the owners of said lands, their heirs or assigns.

Ford, Bacon & Davis, Inc., the grantees herein agree that before laying or constructing any pipes or pipe lines or erecting a telephone or telegraph line, it will pay to the grantors herein a further sum equal to Fifty Cents per lineal rod of the right-of-way to be occupied by it. In the event that such grantee shall fail to make such payment within twelve (12) months from the date hereof, this grant and all right hereunder shall terminate.

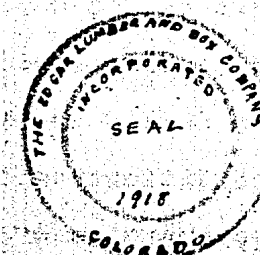
This option shall not be recorded unless this same is exercised.

Ford, Bacon & Davis, Inc., shall have the right to assign, transfer and convey all rights herein granted to any other person, firm, corporation or association of persons, and such right of transfer or assignment shall exist in every subsequent vendee, or transferee who may be successor in title to the grantee herein.

In Witness Whereof, I have hereunto set my hand and seal this 10th day of Sept. 1927.

Signed, sealed and delivered in the presence of:

The Edgar Lumber & Box Co. (L.S.)
 By R. E. Johnson, Pres. (L.S.)
 (L.S.)
 (L.S.)



No. 441402) THIS DEED, Made this 5th day of June, in the year of our Lord
Special Warranty Deed) One Thousand Nine Hundred and Twenty-eight, between FORD, BACON &
Ford, Bacon & Davis, Inc.,) DAVIS, INC., a corporation organized and existing under and by
to) virtue of the laws of the State of New Jersey, of the first part,
Colorado Interstate Gas Co.) and COLORADO INTERSTATE GAS COMPANY, a corporation organized and
Filed for record 9:00 A.M.) existing under and by virtue of the laws of the State of Delaware,
July 19, 1928) of the second part,

C. R. Furrow, Recorder) WITNESSETH : That the said party of the first part for and
----- in consideration of the sum of Ten Dollars (\$10.00) and other good
and valuable considerations to the said party of the first part in hand paid by said party of
the second part, receipt whereof is hereby confessed and acknowledged, has granted and released,
and by these presents does grant and release unto the party of the second part, its successors
and assigns forever, the following described property to-wit:

A gas pipe line approximately two hundred fifty-five (255) miles in length, having its
southern terminus at a point of connection with the pipe line of the Canadian River Gas Company,
at a point in Union County, New Mexico, approximately seven and one-half (7 1/2) miles northeast
of the town of Clayton, New Mexico, and two and one-third (2 1/3) miles west of the Texas-New
Mexico state line, and running thence in a northwesterly direction through Union County, New
Mexico, crossing the New Mexico-Colorado state line into Las Animas County, Colorado, at a point
approximately eleven (11) miles east of Branson, Colorado, and extending thence in a northwest-
erly direction through Las Animas County, Colorado, crossing the line between Las Animas County
and Pueblo County, Colorado, at a point approximately two and one-half (2 1/2) miles west of the
dividing line between Pueblo County and Otero County, Colorado, and continuing in a northwesterly
direction to and across the Arkansas River at or near Devine, Colorado, and continuing to and
across the dividing line between Pueblo County and El Paso County, Colorado, at a point ap-
proximately three and one-half (3 1/2) miles east of Henkel, Colorado, and continuing in a
northwesterly direction passing Colorado Springs, Colorado, approximately six (6) miles to the
east thereof, and continuing in a northerly direction to and across the dividing line between
El Paso County and Douglas County, Colorado, at a point approximately one (1) mile west of the
dividing line between Douglas County and Elbert County, Colorado, and continuing in a northerly
direction across Douglas County to and across the dividing line between Douglas County and
Arapahoe County, Colorado, at a point approximately four (4) miles northwest of Parker, Colo-
rado, and continuing in a northwesterly direction to a point of connection with the pipe line
of the Public Service Company of Colorado, at or near the boundary line of the City and County
of Denver, Colorado, which last mentioned point is located in the West one-half of Block one (1)
Jersey Subdivision, Arapahoe County, Colorado.

And the right of way for said pipe line, more particularly described in agreements with
the following named persons, recorded at the places indicated, to-wit:

The following agreements are recorded in the records of Union County, New Mexico in the
book and at the page indicated and cover right of way across property located in said County:

A. P. Wilson and Maggie L. Wilson, dated July 26th, 1927, Book 11 Page 589.
J. T. Horn and S. C. Horn, dated July 26th, 1927, Book 11 Page 590.
Thurman H. Seaman, dated July 26th, 1927, Book 11 Page 592.
Morris C. Johnson and Amy B. Johnson, dated November 8th, 1927, Book 13 Page 339.
C. P. Talbot, Agent for Clayton Pool, dated August 6th, 1927, Book 11 Page 594.
H. Golden and Juda E. Golden, dated July 26th, 1927, Book 11 Page 595.
Alexander H. Bishop and Sue U. Bishop, dated July 26th, 1927, Book 11 Page 597.

R. K. Wootten, dated December 14th, 1927, Book 13 Page 395.
Henry S. Holmes and Clara Holmes, dated July 27th, 1927, Book 11 Page 598.
Federal Land Bank of Wichita, dated August 8th, 1927, Book 11 Page 600.
D. W. Priestley, Receiver of Union Trust and Savings Bank and Sam J. Lusk, Receiver
of First National Bank, Clayton, dated July 27th, 1927, Book 11 Page 602.
N. G. Poe, dated October 31st, 1927, Book 13 Page 294.
Helen K. Woodward and Hugh B. Woodward, dated August 23rd, 1927, Book 13 Page 179.
Arthur O. Rinker and Bessie E. Rinker, dated July 28th, 1927, Book 11 Page 603.
Jake F. Stephenson and Mary Stephenson, dated July 30th, 1927, Book 11 Page 605.
The Baxter National Bank, dated September 9th, 1927, Book 13 Page 181.
W. P. Watson, et al, dated August 9th, 1927, Book 13 Page 178.
Heirs of John Thomas Francis, dated July 29th, 1927, Book 11 Page 607.
J. C. Carpenter, dated August 1st, 1927, Book 11 Page 610.
Dora A. Cornitt, dated July 27th, 1927, Book 11 Page 611.
W. A. Alexander, et al, dated July 29th, 1927, Book 11 Page 613.
Pearl B. Keller and S. G. Keller, dated August 11th, 1927, Book 13 Page 176.
Susie J. Shaw and Charles Shaw, dated July 28th, 1927, Book 11 Page 617.
Jea-nette Carpenter, dated August 1st, 1927, Book 11 Page 618.
Bonnie Louise Carpenter, dated August 1st, 1927, Book 11 Page 620.
Fannie Manlove, dated July 30th, 1927, Book 11 Page 622.
Bessie Lee Carroll, dated July 27th, 1927, Book 13 Page 12.
Charles H. Mundy, et al, dated July 28th, 1927, Book 11 Page 623.
J. T. Gilmour and Sarah P. Gilmour, dated August 25th, 1927, Book 13 Page 396.
State of New Mexico, dated November 28th, 1927, Book 13 Page 388.
George Wight and Mabel S. Wight, dated November 10th, 1927, Book 13 Page 314.
Artie M. Smart, dated July 28th, 1927, Book 11 Page 625.
Frank E. Peet and Hazel Peet, dated July 27th, 1927, Book 11 Page 627.
W. M. Peet and Mary G. Peet, dated February 3rd, 1928, Book 13 Page 454.
Jacob T. Castor and Clara E. Castor, dated August 9th, 1927, Book 13 Page 175.
J. Van Cleave and Merle Van Cleave, dated July 29th, 1927, Book 11 Page 628.
I. R. McQueen, as Executor, Estate of Mary L. Williamson, dated August 17th, 1927,
Book 13 Page 173.
American National Insurance Company, dated August 6th, 1927, Book 13 Page 239.
American National Insurance Company, dated August 6th, 1927, Book 11 Page 630.
Elmer C. Bell, dated February 3rd, 1928, Book 13 Page 456.
David Cowan, Receiver of the First National Bank of Las Vegas, dated August 3rd, 1927,
Book 11 Page 631.
Mary Harvey and Jacob Harvey, dated July 28th, 1927, Book 11 Page 633.
Ida J. Long and Arthur Long, dated August 20th, 1927, Book 13 Page 172.
J. H. Chilcote and Clifflie L. Chilcote, dated August 4th, 1927, Book 13, Page 10.
Adam Hintergardt, dated July 30th, 1927, Book 11, Page 635.
William P. Moore and Ruth P. Moore, dated October 25th, 1927, Book 13 Page 398.
Earl McLaughlin, dated December 1st, 1927, Book 13 Page 393.
Mary Alice Isaacs, and R. W. Isaacs, dated July 29th, 1927, Book 11 Page 636.
R. Alger and Mae Alger, dated September 26th, 1927, Book 13 Page 237.
H. W. Shimp and Lena Shimp, dated August 9th, 1927, Book 13 Page 170.
Lucas Treblehorn and Eva Treblehorn, dated July 27th, 1927, Book 11 Page 638.
Peter Grenemier and Katie Grenemier, dated December 16th, 1927, Book 13 Page 392.
David Stull, dated August 22nd, 1927, Book 13 Page 225.
Mrs. C. V. Thompson, dated August 2nd, 1927, Book 13 Page 1.

Ruth Squires Winchester and J. W. Winchester, dated August 1st, 1927, Book 13 Page 2.

Emma Neatherlin Yopp and Ernest Yopp, dated July 28th, 1927, Book 13 Page 4.

Clara Ainsworth, dated October 5th, 1927, Book 13 Page 316.

Alzo F. Willett and Bessie Willett, dated July 28th, 1927, Book 13 Page 5.

W. C. Gouser and B. F. Gouser, dated July 30th, 1927, Book 13 Page 7.

Nelson R. Green and May Green, dated August 19th, 1927, Book 13 Page 169.

George Graham and Emma J. Graham, dated September 23rd, 1927, Book 13 Page 235.

Kansas City Life Insurance Company, dated September 12th, 1927, Book 13 Page 227.

R. E. Harrell, Trustee, dated October 1st, 1927, Book 13 Page 229.

DeRoy R. Brown and Rilla Brown, dated July 30th, 1927, Book 13 Page 15.

Henry J. Chapman and Carrie Chapman, dated July 28th, 1927, Book 13 Page 13.

W. A. Hamilton, dated August 1st, 1927, Book 13 Page 232.

Eva D. Whipple, dated August 22nd, 1927, Book 13 Page 167.

George W. Baker and Isabel Lane Baker, dated August 5th, 1927, Book 13 Page 17.

George W. Baker and Isabel Lane Baker, dated July 30th, 1927, Book 13 Page 18.

Ed T. Hamilton and W. A. Hamilton, dated August 3rd, 1927, Book 13 Page 230.

Geo. A. Fowler, dated October 1st, 1927, Book 13 Page 390.

J. M. Garlow, dated July 27th, 1927, Book 13 Page 9.

Mrs. Rheva U. Thomas and Clyde P. Thomas, dated September 17th, 1927, Book 13 Page 224.

George E. Hardesty and Stella V. Hardesty, dated July 29th, 1927, Book 13 Page 20.

George E. Hardesty and Stella V. Hardesty, dated July 29th, 1927, Book 13 Page 21.

John Thomas Brown and Frances Brown, dated July 29th, 1927, Book 13 Page 23.

James H. Hartley, dated August 23rd, 1927, Book 13 Page 234.

F. G. Cowden and Mrs. Maggie Cowden, dated August 11th, 1927, Book 13 Page 166.

Fred L. Hoyt, dated August 15th, 1927, Book 13 Page 562.

The Ohio National Life Insurance Company, dated October 18th, 1927, Book 13 Page 564.

The following agreements are recorded in the records of Las Animas County, Colorado in the book and page indicated and cover right of way across property located in said County:

Ella Kalene, dated August 17th, 1927, Book 396 Page 41.

Juan Crespín and Eleselda Crespín, dated September 23rd, 1927, Book 395 Page 458.

Mont E. Klugh and Nettie M. Klugh, dated September 23rd, 1927, Book 399 Page 590.

Heirs of Paulita P. Lucero, dated September 6th, 1927, Book 399 Page 434.

G. E. Mitchell and Sallie Mitchell, dated August 9th, 1927, Book 395 Page 263.

Charles Allen Fanning and Mrs. Beryl Buckner Fanning, dated August 17th, 1927, Book 399 Page 397.

Clarence W. Hosman, dated October 10th, 1927, Book 399 Page 585.

H. F. Mitchell, dated August 20th, 1927, Book 395 Page 262.

W. R. Bickley and Nellie J. Bickley, dated August 15th, 1927, Book 399 Page 391.

J. B. Ridling and Addie Ridling, dated August 10th, 1927, Book 395 Page 270.

Robert S. Jones and Annie D. Jones, dated August 25th, 1927, Book 396 Page 40.

J. E. Baker and Margaret P. Baker, dated August 18th, 1927, Book 397 Page 41.

Ethel Myrtle Ford and Clarence B. Ford, dated September 14th, 1927, Book 399 Page 433.

Lane F. Booher and Odessa M. Booher, dated August 9th, 1927, Book 395 Page 311.

Robert Bowers and Alberta K. Bowers, dated August 18th, 1927, Book 399 Page 389.

Henry N. Chapman and Inez L. Chapman, dated August 9th, 1927, Book 399 Page 392.

Jacob P. Hicks and Maggie Hicks, dated August 10th, 1927, Book 396 Page 36.

Fred H. Spohr, dated October 25th, 1927, Book 397 Page 276.

Nicolas Montoya, dated November 22nd, 1927, Book 396 Page 507.

John F. Dunn and Mrs. John F. Dunn, dated November 12th, 1927, Book 396 Page 506.

Alton E. Green and Leona Green, dated August 9th, 1927, Book 399 Page 400.

R. W. Mathews and Vina Mathews, dated September 26th, 1927, Book 395 Page 309.

Beatrice Alta Humphrey and William C. Humphrey, dated October 4th, 1927, Book 399 Page 586.

Alton R. McCallister, dated September 2nd, 1927, Book 395 Page 264.

William T. Waldroup, dated August 11th, 1927, Book 395 Page 283.

William H. Waldroup and Hazel Waldroup, dated August 11th, 1927, Book 395 Page 282.

Maud L. Waldroup, dated August 16th, 1927, Book 395 Page 281.

R. H. Bloxsom, dated September 1st, 1927, Book 399 Page 388.

John Gerych, dated August 23rd, 1927, Book 395 Page 466.

Albert Kuta, dated August 10th, 1927, Book 396 Page 39.

William Azar, dated February 14th, 1928, Book 396 Page 378.

O. H. Dasher and Emma C. Dasher, dated August 19th, 1927, Book 399 Page 395.

M. W. Sellers, dated October 3rd, 1927, Book 397 Page 44.

C. F. Barry, dated November 15th, 1927, Book 396 Page 67.

Earl H. Fischer, dated September 23rd, 1927, Book 395 Page 465.

Lewis Iosey, dated August 30th, 1927, Book 395 Page 257.

F. L. Spencer, et al, dated August 16th, 1927, Book 395 Page 279.

Farmers Loan Company, dated October 1st, 1927, Book 395 Page 454.

Klein Land Company, dated October 6th, 1927, Book 399 Page 589.

David M. Rush and Ada Pearlle Rush, dated August 12th, 1927, Book 395 Page 268.

Asa T. Jones, Jr., dated October 4th, 1927, Book 399 Page 587.

Gladys Gregg and Chas. V. Gregg, dated September 17th, 1927, Book 399 Page 583.

John Schryver and Evelyn Schryver, dated August 11th, 1927, Book 395 Page 278.

Samuel Brown, Jr., dated August 18th, 1927, Book 399 Page 387.

A. H. Thompson, dated October 4th, 1927, Book 399 Page 595.

Mae L. Patterson and B. F. Patterson, dated August 26th, 1927, Book 395 Page 266.

Wm. Rubart, dated August 25th, 1927, Book 395 Page 267.

Adam Arnet and Bessie S. Arnet, dated August 24th, 1927, Book 395 Page 455.

M. M. Hunger and Elmore Floyd, dated January 25th, 1928, Book 396 Page 377.

John L. Dye and Velma Dye, dated August 27th, 1927, Book 399 Page 393.

Rufus Yates Cross and Ella Mae Cross, dated October 5th, 1927, Book 395 Page 460.

Mary Arnet McMahon and Chas. McMahon, dated August 30th, 1927, Book 399 Page 432.

Julius C. Gunter, dated September 30th, 1927, Book 396 Page 69.

Doherty Investment Company, dated November 30th, 1927, Book 397 Page 42.

Sylvester B. Niles, dated September 19th, 1927, Book 399 Page 591.

E. L. Dodge, dated November 15th, 1927, Book 396 Page 68.

John Moran, dated August 22nd, 1927, Book 395 Page 261.

Robert J. Hill and Mrs. Beatrice Hill, dated August 12th, 1927, Book 396 Page 35.

Earel W. Hitchins, dated August 19th, 1927, Book 399 Page 404.

Wilson R. Hitchins and Charlotte W. Hitchins, dated August 19th, 1927, Book 399 Page 403.

Simon J. Gaumer and Lorraine Gaumer, dated August 15th, 1927, Book 399 Page 399.

Stanley Snyder, dated August 17th, 1927, Book 395 Page 277.

L. A. Smith and Flora Smith, dated August 15th, 1927, Book 395 Page 276.

James E. Shafer and Minnie B. Shafer, dated September 21st, 1927, Book 399 Page 594.

J. Paul Jones and Mrs. M. Agnes Jones, dated August 11th, 1927, Book 396 Page 37.

W. E. Shriner, dated August 20th, 1927, Book 395 Page 275.

Eber C. Shouts and Rachel E. Shouts, dated August 13th, 1927, Book 395 Page 273.

Ira Shouts, dated August 17th, 1927, Book 395 Page 272.

Mary V. Shouts, dated August 15th, 1927, Book 395 Page 271.

Herbert V. Brown and Bessie M. Brown, dated August 16th 1927, Book 399 Page 385.

Agatha A. Ford and Clarence E. Ford, dated August 27th, 1927, Book 399 Page 396.

William Floyd Lyons and Jennie Lyons, dated August 19th, 1927, Book 395 Page 256.

Frank W. Bourne and Dora Bourne, dated August 12th, 1927, Book 399 Page 384.

Frank W. Bourne and Dora Bourne, dated October 25th, 1927, Book 395 Page 457.

Fred B. Deal, dated September 19th, 1927, Book 395 Page 461.

F. T. Munsell and Ruth M. Munsell, dated August 22nd, 1927, Book 395 Page 259.

W. M. Tanner, dated October 13th, 1927, Book 396 Page 71.

The Davis Manufacturing Company, dated September 6th, 1927, Book 395 Page 462.

Cora Pittenger Hall, dated October 28th, 1927, Book 399 Page 593.

Ruth M. Munsell and F.T. Munsell, dated August 22nd, 1927, Book 395 Page 258.

Blanche Hixon, dated September 9th, 1927, Book 399 Page 401.

Frank Tanner and Mrs. Frank Tanner, dated November 19th, 1927, Book 397 Page 277.

The following agreements are recorded in the records of Pueblo County, Colorado in the book and at the page indicated and cover right of way across property located in said county,

Blanche Hixon, dated September 9th, 1927, Book 675 Page 425.

R.B. Pittenger, dated September 3rd, 1927, Book 675 Page 426.

H.L.L. Anderson and S. L. Anderson, dated August 26th, 1927, Book 675 Page 427.

John P. Snider and Nettie Snider, dated September 2nd, 1927, Book 675 Page 476.

Robert B. Pittenger, dated September 3rd, 1927, Book 675 Page 428.

Blanche Pittenger Bennett, et al, dated September 14th, 1927, Book 682 Page 184.

Charles H. Davis, dated September 21st, 1927, Book 675 Page 429.

Olivia L. Davis, dated September 10th, 1927, Book 675 Page 430.

walter I. Adams, dated October 3rd, 1927, Book 682 Page 156.

G. E. Purkis, dated December 20th, 1927, Book 682 Page 581.

Herman C. Thrapp, dated September 2nd, 1927, Book 675 Page 431.

Effie Wallace dated September 15th, 1927, Book 675 Page 432.

Myrtle Leonard, dated October 7th, 1927, Book 682 Page 157.

M. E. Riley and Emelia A. Riley, dated September 7th, 1927, Book 675 Page 433.

Elizabeth J. Meek, dated September 28th, 1927. Book 682 Page 158.

William Altman, dated September 29th, 1927, Book 675 Page 434.

W. L. Jacobs and Birdie B. Jacobs, dated September 15th, 1927, Book 675 Page 435.

Sarah J. Jarrett, et al, dated September 1st, 1927, Book 675 Page 436.

Wm. R. Brown and Tisha Brown, dated October 8th, 1927, Book 682 Page 159.

Wm. E. Kerns and Mrs. Bessie M. Kerns, dated September 24th, 1927, Book 675 Page 437.

Mary C. O'Neil and F. D. O'Neil, dated September 17th, 1927, Book 682 Page 160.

Theodore M. Carlson, dated September 6th, 1927, Book 675 Page 438.

Hermira L. Baldwin, dated November 17th, 1927, Book 682 Page 161.

Ida E. Wineinger, dated August 31st, 1927, Book 675 Page 439.

Hatchet Cattle Company, dated August 26th, 1927, Book 675, Page 440.

Alex S. Pickeral, dated October 3rd, 1927, Book 682 Page 162.

Dale Pickeral and Essie E. Pickeral, dated September 13th, 1927, Book 675 Page 441.

Frank J. O'Neil, dated November 17th, 1927, Book 682 Page 580.

W. L. Pickeral, dated October 7th, 1927, Book 682 Page 163.

Alfred J. Lamoreaux and Cora A. Lamoreaux, dated August 27th, 1927, Book 675 Page 442.

Francesco Moschetti, dated September 15th, 1927, Book 675 Page 443.

Anton Berardi, dated September 15th, 1927, Book 675 Page 444.

Mary Lutin, dated August 26th, 1927, Book 675 Page 445.

William J. Henry, dated September 26th, 1927, Book 675 Page 446.

Florence E. Hess and E. R. Hess, dated September 15th, 1927, Book 675 Page 447.

Edward Ring, dated October 5th, 1927, Book 675 Page 448.

C. Roberts, dated January 9th, 1928, Book 686 Page 121.

Perry E. Gearhart and Lillian Gearhart, dated September 1st, 1927, Book 675 Page 449.

Henry Fountain and Mrs. H. Fountain, dated August 30th, 1927, Book 675 Page 478.

Welton Land and Water Company, dated November 8th, 1927, Book 682 Page 588.

Frederick W. Haver and Ruth B. Haver, dated August 30th, 1927, Book 675 Page 450.

Walton W. Shewman, dated September 28th, 1927, Book 675 Page 451.

Frank J. Sachs and Mina Sachs, dated September 19th, 1927, Book 675 Page 452.

Elizabeth Smith and Cornelius Smith, dated October 14th, 1927, Book 682 Page 164.

Frank Miklic, dated September 12th, 1927, Book 675 Page 453.

Genevieve Tucker, dated September 13th, 1927, Book 675 Page 454.

Hulda Smith and William Smith, dated September 12th, 1927, Book 675 Page 455.

William Smith and Hulda Smith, dated September 12th, 1927, Book 675 Page 456.

Leonora Randall, dated October 5th, 1927, Book 675 Page 457.

George B. Van Duyn and Ellen A. Van Duyn, dated September 21st, 1927, Book 675 Page 480.

Fred Walz and Caroline Walz, dated October 15th, 1927, Book 682 Page 165.

Andro Ladamus and Carrie Ladamus, dated August 31st, 1927, Book 675 Page 462.

Clyde O'Neal and Hazel R. O'Neal, dated September 13th, 1927, Book 675 Page 458.

Harley D. Rusler and Nell Rusler, dated October 14th, 1927, Book 682 Page 166.

Lulu M. Sprengle and J. A. Sprengle, dated November 12th, 1927, Book 682 Page 167.

C. D. Wilcox and Mattie Wilcox, dated September 13th, 1927, Book 675 Page 459.

Mike Chirby and Miri Chirby, dated October 17th, 1927, Book 682 Page 186.

Sarah S. McCurry, dated October 19th, 1927, Book 682 Page 168.

Julia E. McMillan, dated November 16th, 1927. Book 682 Page 169.

Daniel W. Danielson, dated October 14th, 1927, Book 682 Page 170.

Mary H. Martin, and John L. Martin, dated September 28th, 1927, Book 674 Page 590.

John L. Martin and Mary H. Martin, dated September 28th, 1927, Book 674 Page 591.

Guiseppe Micele and Sam Vinci, dated October 1st, 1927, Book 675 Page 484.

Andrew J. Hoover, dated September 12th, 1927, Book 675 Page 460.

E. E. Crocker and L. M. Crocker, dated November 3rd, 1927, Book 682 Page 171.

Dewitt C. Murray, et al, dated October 1st, 1927, Book 675 Page 461.

Rolland G. Castle and Lawrence A. Castle, dated September 30th, 1927, Book 675 Page 462.

H. F. Benson, dated October 13th, 1927, Book 682 Page 172.

Excelsior Land and Live Stock Company, dated September 8th, 1927, Book 675 Page 486.

L. E. Woodard and Cora M. Woodard, dated September 12th, 1927, Book 675 Page 463.

John H. Thatcher, dated October 20th, 1927, Book 682 Page 184.

R. C. White, dated November 10th, 1927, Book 682 Page 173.

Horse Creek Land and Cattle Company, dated November 18th, 1927, Book 682 Page 582.

Agnes E. Holmes, dated October 1st, 1927, Book 675 Page 464.

Albert H. Holmes, dated October 17th, 1927, Book 682 Page 174.

Floyd F. Huntley and Etta Huntley, dated October 28th, 1927, Book 687 Page 580.

Joseph F. Redshaw, dated September 27th, 1927, Book 687 Page 567.

The following agreements are recorded in the records of El Paso County, Colorado, in the book and at the page indicated and cover right of way across property located in said county.

Aggie C. Benbow, et al, dated September 20th, 1927, Book 798 Page 145.
 Reed Dysart and S. A. Jones Estate, dated October 13th, 1927, Book 798 Page 201.
 D. N. Heizer, dated September 8th, 1927, Book 798 Page 146.
 Edgar Lumber and Box Company, dated September 10th, 1927, Book 798 Page 202.
 E. M. Sours, dated September 9th, 1927, Book 798 Page 147.
 Oscar J. Charles, dated September 9th, 1927, Book 798 Page 149.
 William Lennox and Ralph O. Giddings, dated October 11th, 1927, Book 798 Page 204.
 Joe Cochiar, dated September 10th, 1927, Book 798 Page 150.
 J. R. Bradley, dated November 10th, 1927, Book 798 Page 205.
 W. A. J. Bell, dated October 4th, 1927, Book 798 Page 151.
 Alfonso Pinello, dated October 19th, 1927, Book 798 Page 227.
 Sarah K. Hahn, dated September 9th, 1927, Book 798 Page 153.
 John L. McMahon, dated September 16th, 1927, Book 798 Page 154.
 Fred A. Morath, dated September 7th, 1927, Book 798 Page 155.
 Joseph W. Reid, dated September 14th, 1927, Book 798 Page 157.
 Thomas Ord and Hattie V. Ord, dated September 9th, 1927, Book 798 Page 158.
 Malcolm L. Ord and Cortenia F. Gray, dated September 29th, 1927, Book 798 Page 159.
 Henry Nielson, dated September 12th, 1927, Book 798 Page 161.
 Edith J. Southcotte, dated September 13th, 1927, Book 798 Page 162.
 Katie Fisher, dated October 24th, 1927, Book 798 Page 206.
 Milo Street and Pearl Street, dated September 12th, 1927, Book 798 Page 163.
 Caroline J. Emerson, et al, dated November 25th, 1927, Book 798 Page 224.
 W. H. Remington, dated September 13th, 1927, Book 798 Page 165.
 Fred W. Green, dated October 24th, 1927, Book 798 Page 208.
 Albert T. Bigler and Laura A. Bigler, dated October 21st, 1927, Book 798 Page 209.
 M. A. Greening and William Greening, dated September 13th, 1927, Book 798 Page 166.
 C. A. Weinberger, dated September 15th, 1927, Book 798 Page 167.
 Charles H. Hellums, dated September 16th, 1927, Book 798 Page 225.
 Thomas Francis Rooney, dated September 12th, 1927, Book 798 Page 169.
 Werner A. Hering and Clara M. Hering, dated September 12th, 1927, Book 798 Page 170.
 Lydia A. West and C. S. West, dated September 13th, 1927, Book 798 Page 171.
 John G. Evans, dated September 12th, 1927, Book 798 Page 173.
 J. H. Risher and Dora M. Risher, dated September 12th, 1927, Book 798 Page 174.
 Emil C. Immer, dated September 12th, 1927, Book 798 Page 175.
 Henry Schroeder and Emilie Schroeder, dated September 15th, 1927, Book 798 Page 177.
 Frank L. Tintle and Grace Tintle, dated September 15th, 1927, Book 798 Page 178.
 L. D. Green and Ella Green, dated September 15th, 1927, Book 798 Page 179.
 Charles Nathan, dated October 27th, 1927, Book 798 Page 265.

The following agreements are recorded in the records of Douglas County, Colorado in the book and at the page indicated and cover right of way across property located in said County.

Mary R. Williamson and C. Perry Williamson, dated September 17th, 1927, Book 83 Page 89.
 David J. Tintle and Julia A. Tintle, dated September 27th, 1927, Book 83 Page 153.
 Homer L. Roberts, dated September 17th, 1927, Book 83 Page 90.
 Alfred Aulsebrook and Carrie Aulsebrook, dated September 17th, 1927, Book 83 Page 91.

James G. Alderman and Helen Alderman, dated September 17th, 1927, Book 83 Page 92.
 Alphonse Muller and Luella Muller, dated September 19th, 1927, Book 83 Page 93.
 E. J. Merriman, dated September 17th, 1927, Book 83 Page 94.
 Broer Guthals and Anna M. Guthals, dated September 19th, 1927, Book 83 Page 95.
 William Clugy and Margaret Clugy, dated October 6th, 1927, Book 83 Page 96.
 G. Schrieber, dated September 19th, 1927, Book 83 Page 109.
 Caroline Schreiber, dated September 24th, 1927, Book 83, Page 98.
 George W. Whitehead, dated October 6th, 1927, Book 83 Page 99.
 Howard L. Maddox and Emma E. Maddox, dated November 15th, 1927, Book 83 Page 127.
 Caroline Schreiber, dated September 24th, 1927, Book 83 Page 100.
 John W. and Isaac N. Hill, dated September 20th, 1927, Book 83 Page 154.
 R. J. Dutton and C. M. Kendall, dated October 4th, 1927, Book 83 Page 97.
 Andrew E. Johnson and Mrs. A. E. Johnson, dated September 23rd, 1927, Book 83 Page 101.
 Andrew E. Johnson and Mrs. A. E. Johnson, dated September 23rd, 1927, Book 83 Page 102.
 George J. Deitrich, dated September 23rd, 1927, Book 83 Page 103.
 George Gienger and Barbara Gienger, dated September 28th, 1927, Book 83 Page 104.
 R. F. Kain, et al, dated September 24th, 1927, Book 83 Page 105.
 John R. Campbell, et al, dated January 27th, 1928, Book 83 Page 155.
 Mark Wheeler and Mrs. Anna Wheeler, dated September 19th, 1927, Book 83 Page 106.
 Willard L. Fales, dated December 16th, 1927, Book 83 Page 128.
 Anna Maria Baird, dated September 29th, 1927, Book 83 Page 108.
 John E. Sheehan, dated October 8th, 1927, Book 83 Page 107.
 Andrew Kelty, dated December 16th, 1927, Book 83 Page 129.
 William T. Kleinert, dated October 20th, 1927, Book 83 Page 110.
 Wm. E. Converse and Ida M. Converse, dated September 16th, 1927, Book 83 Page 88.
 Hugh P. Wheeler, et al, dated September 21st, 1927, Book 83 Page 87.
 Th. Christensen, dated December 16th, 1927, Book 83 Page 130.
 Roy J. Woodbury and Faye L. Woodbury, dated September 20th, 1927, Book 83 Page 86.
 J. S. Dyson, dated September 21st, 1927, Book 83 Page 85.
 John W. Drake, dated September 20th, 1927, Book 83 Page 84.
 S. B. Gooding and John E. Sheehan, dated December 17th, 1927, Book 83 Page 131.
 J. M. Swingle, dated September 20th, 1927, Book 83 Page 83.
 Martin Christiansen and Tressa E. Christiansen, dated September 20th, 1927, Book 83 Page 82.
 Adam Daiss, dated November 5th, 1927, Book 83 Page 119.
 Anna O. Slemmer, dated December 15th, 1927, Book 83 Page 132.
 Henry A. Clarke and Emma M. Clarke, dated November 15th, 1927, Book 83 Page 133.
 E. P. Haskins and Dorothy Hammond Haskins, dated September 19th, 1927, Book 83 Page 81.
 Xavier and Emma Baldouf, dated November 30th, 1927, Book 83 Page 134.
 Otto Arnold, dated December 15th, 1927, Book 83 Page 126.
 R. T. Hawkey, dated September 19th, 1927, Book 83 Page 80.
 E. A. Pouppirt and Lena Pouppirt, dated December 15th, 1927, Book 83 Page 125.
 John Demont, dated September 19th, 1927, Book 83 Page 79.
 George W. Smith, dated October 7th, 1927, Book 83 Page 78.
 A. L. Bowen, dated December 14th, 1927, Book 83 Page 120.
 Wm. R. Rogerson and Daisy Rogerson, dated September 19th, 1927, Book 83 Page 77.

The following agreements are recorded in the records of Arapahoe County, Colorado, in the book and at the page indicated and cover right of way across property located in said County:

William R. Rogerson and Daisy Rogerson, dated October 3rd, 1927, Book 247 Page 476.
 Wm. Murdock, dated January 5th, 1928, Book 260 Page 133.
 John B. Fuller, dated October 11th, 1927, Book 255 Page 445.
 John B. Fuller dated October 11th, 1927, Book 255 Page 443.
 Berkshire Investment Company, dated November 16th, 1927, Book 255 Page 435.
 Hazel Hopkins Spore, dated October 17th, 1927, Book 255 Page 467.
 R. J. Bardwell and L. Mortensen, dated November 16th, 1927, Book 255 Page 429.
 L. Mortensen and Wine Mortensen, dated October 4th, 1927, Book 247 Page 477.
 Mary I. Woods, et al, dated October 28th, 1927, Book 255 Page 473.
 Morris J. Kennedy, dated December 15th, 1927, Book 255 Page 455.
 H. C. Dransfeldt and M. C. Dransfeldt, dated October 6th, 1927, Book 247 Page 479.
 Ernest Knapp and Louise Knapp, dated October 15th, 1927, Book 255 Page 453.
 Vivian Eddy and John J. Eddy, dated October 6th, 1927, Book 247 Page 481.
 Hettie M. Stout, et al, January 11th, 1928, Book 260 Page 131.
 Elsie Peck Smith and Margaret Gornick, dated February 4th, 1928, Book 260 Page 129.
 Robert Russell, dated January 23th, 1928, Book 260 Page 125.
 Henry Plumb, dated January 4th, 1928, Book 260 Page 123.
 Michael Mullin, dated December 15th, 1927, Book 255 Page 459.
 Julia M. Barney, dated October 12th, 1927, Book 255 Page 427.
 Mrs. Clara B. Herbs, dated December 12th, 1927, Book 255 Page 449.
 James D. Canary, dated October 10th, 1927, Book 247 Page 483.
 John F. Jensen and Mrs. C. M. Jensen, dated October 4th, 1927, Book 247 Page 485.
 Denver Union Water Company, dated December 14th, 1927, Book 255 Page 439.
 M. Thomas Chase, dated October 18th, 1927, Book 255 Page 433.
 Jasper E. Tilton, dated October 15th, 1927, Book 255 Page 469.
 W. H. Bannister, dated November 2nd, 1927, Book 255 Page 425.
 Asa O. Arnold, dated November 16th, 1927, Book 255 Page 421.
 J. L. Wadman, dated October 18th, 1927, Book 255 Page 471.
 W. L. Buck, dated November 28th, 1927, Book 255 Page 423.
 E. S. Cunningham, dated November 28th, 1927, Book 255 Page 431.
 Wm. C. Schenck, dated December 5th, 1927, Book 255 Page 465.
 S. T. Danly, dated October 14th, 1927, Book 255, Page 437.
 Percival M. Pierce and Paula Pierce, dated October 12th, 1927, Book 255 Page 461.
 Saichi Tritani and Takima Tritani, dated October 10th, 1927, Book 247 Page 487.
 L. G. Mosher and Mrs. Emma Mosher, dated October 5th, 1927, Book 247 Page 489.
 S. A. D. Culbertson, dated January 12th, 1928, Book 260 Page 119.
 Burt L. and Daisy E. Collins, dated January 25th, 1928, Book 260 Page 121.
 P. F. Sharp and M. D. Thatcher, dated December 21st, 1927, Book 255 Page 463.
 D. W. Working, Executor, Millie A. Booth Estate, dated January 20th, 1928, Book 257 Page 159.
 Walter L. Kerl, et al, dated December 1st, 1927, Book 255 Page 451.
 Josephine Schneider and Eugen Schneider, dated October 4th, 1927, Book 247 Page 491.
 Silas N. Jones and Minnie E. Jones, dated October 4th, 1927, Book 247 Page 493.
 Carrie E. Reed, dated January 13th, 1928, Book 260 Page 127.
 John T. Glasier, dated January 19th, 1928, Book 257 Page 153.
 August Hjelm, dated November 26th, 1927, Book 255 Page 447.

John T. Miller, dated November 14th, 1927, Book 255 Page 457.

Louis Nielson and Marie Nielson, dated October 5th, 1927, Book 247 Page 495.

The Holstein Land Company, dated March 24th, 1928, Book 260 Page 245.

The following agreements are recorded in the records of Pueblo County, Colorado in the book and at the page indicated and cover right of way across property located in said County:

C. F. & I. Branch Line

Clyde O'Neil, dated March 13th, 1928, Book 687 Page 390.

S. K. Clark, dated March 12th, 1928, Book 687 Page 391.

Robert E. and Marjorie O'Brien, dated March 29th, 1928, Book 688 Page 91.

Joe P. Winters, dated March 13th, 1928, Book 687 Page 392.

W. I. Sanford, dated March 7th, 1928, Book 687 Page 393.

C. J. Withrow, dated April 19th, 1928, Book 683 Page 198.

Hattie Wigton, dated March 20th, 1928, Book 687 Page 394.

John J. Baerg, dated March 7th, 1928, Book 687 Page 395.

Suburban Land & Investment Company, dated April 5th, 1928, Book 688 Page 275.

M. J. Ohnemus, dated March 14th, 1928, Book 687 Page 396.

Suburban Land & Investment Company, dated March 9th, 1928, Book 688 Page 277.

Paul J. Fengler, Administrator, Jacob Reimer Estate, dated April 7th, 1928, Book 688 Page 89.

R. L. and Ethel M. Coakley, dated March 14th, 1928, Book 687 Page 397.

Pueblo Branch Line

Orman Crushed Rock Company, dated April 23rd, 1928, Book 688 Page 526.

John and Josephine Kerns, dated April 23rd, 1928, Book 688, Page 524.

TOGETHER with all pipe, couplings, valves and other incidental equipment and material of every kind and character necessary to complete any uncompleted portions of said pipe line, and which is located on or near said right of way, and all compressing station machinery hitherto installed or to be installed in connection with said pipe line, and which has been purchased or is owned by the party of the first part, and including the telephone line and telephone equipment located on said right of way or paralleling or approximately paralleling the said pipe line, with all and singular the rights, easements, franchises and privileges to said pipe line, or the right of way therefor belonging or in any wise appertaining, and including each and every right of privilege possessed, owned or under the control of the party of the first part with respect to any and all parts and portions of said pipe line or the rights of way therefor, and the equipment thereon, and all of the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in or to the above described pipe line, right of way, equipment, pipe, telephone line and privileges thereunto belonging or thereunto appertaining.

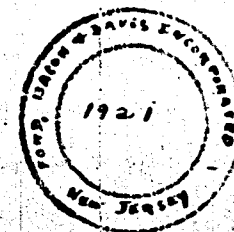
TO HAVE AND TO HOLD all of the above described property unto the said party of the second part, its successors and assigns forever.

AND the said FORD, BACON & DAVIS, INC., party of the first part, for itself its successors and assigns, does warrant the title against all persons claiming under it.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

ATTEST:

H. F. Storck,
Secretary



FORD, BACON & DAVIS, INC.

By Wm. Von Phul
Its President

State of New York)
County of New York) ss

The foregoing instrument was acknowledged before me this 5th day of June A. D. 1928, by Wm. Von Phul, as President, and Henry F. Storck, as Secretary of Ford, Bacon & Davis, Inc., a corporation organized and existing under and by virtue of the laws of New Jersey, and on said day before me personally appeared Wm. Von Phul, to me personally known, who being by me duly sworn did say that he is the President of Ford, Bacon & Davis, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Wm. Von Phul acknowledged said instrument to be the free act and deed of said corporation.

Charles E. Hill
Notary Public

Charles E. Hill
Notary Public, Kings County No. 580
Kings Co. Register's No. 9254
Certificate Filed in New York County
No. 731.
New York County Register's No. 94.5
Commission Expires March 30, 1929.

State of New York)
County of New York) ss

No. 42269 Series B.

I, William T. Collins, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, that said Court is a Court of Record, having by law a seal; that Charles E. Hill whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 15 day of June 1928.

William T. Collins
Clerk.

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No. 441461

GRANT DEED

Grant Deed

Elizabeth Spangler, et al.,

to

May Boppart

Filed for record 8:10 A.M.)

July 20, 1928

C. R. Furrow, Recorder

THIS INDENTURE, Made the 5th day of July in the year of our Lord nineteen hundred and Twenty-Eight, between Elizabeth Spangler and J. Edwin Spangler her husband, the parties of the first part, and May Boppart, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Fifty Dollars, gold coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, Grant unto the said party of the second part to her heirs and assigns forever, all the certain lot, piece or parcel of land, situate, lying and being in the County of El Paso and State of Colorado and bounded and particularly described as follows, to-wit:

W. 45 ft. of Front half of Lot 3 Block 23 Addition 3 Green Mountain Falls

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Elizabeth Spangler (SEAL)

J. Edwin Spangler (SEAL)

State of California)
County of Los Angeles) ss

On this 5 day of July A. D. 1928, before me a Notary Public in and for said County and State, personally appeared Elizabeth Spangler and J. Edwin Spangler known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Francis E. Nicholson

Notary Public in and for said
County and State

No. 441466

Warranty Deed

Asa T. Jones

to

Herbert G. Sinton, et al

Filed for record 9:31 A.M.)

July 20, 1928

C. R. Furrow, Recorder

THIS DEED made this seventh

day of June in the year of our Lord one thousand nine hundred

and twenty-eight between Asa T. Jones of the County of El Paso

and State of Colorado, of the first part, and Herbert G. Sinton and

Henry J. Luehring of the County of El Paso and State of Colo-

rado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations 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, has granted, bargained,

be the persons whose names are subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal, this 7th day of July, A.D. 1930.

My commission expires July 25, A.D. 1933.



M. N. Brinson,

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No. 492106

Warranty Deed

The Edgar Lumber and Box Company

to

A. R. Garver

Filed for Record 11:27 A. M.

February 4, 1931.

C. R. Farrow, Recorder

This Deed, Made this eighth day of January, in the year of our Lord one thousand nine hundred and thirty-one between The Edgar Lumber and Box Company a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and A. R. Garver of the County of Miami and State of Ohio of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

All of Sections One (1), Two (2), Eleven (11) and Twelve (12); the East one-half of Section Three (3); the North East quarter of Section Ten (10), all in Township Sixteen (16), Range Sixty Five (65); also the South West quarter of the North West quarter of Section Six (6); the North West quarter of the South West quarter and the West one-half of the South West quarter of the South West quarter of Section Seven (7), Township Sixteen (16), Range Sixty Four (64), West of the 6th P. M. Save and except there is hereby reserved to the party of the first part the ownership of all deposits of oil, gas, and other minerals contained in Section One (1) and the North one-half of Section Twelve (12), Township Sixteen (16), Range Sixty-Five (65) of said lands, together with the right to go upon said lands without interfering with the improvements or crops of the party of the second part, for the purpose of drilling the said lands in prospecting for such deposits and the further right to remove all such deposits from said land, together with such use and occupation of such portion thereof as may be reasonably necessary for producing and transportation purposes while said oil, gas and other minerals are being so produced and removed; for which the party of the first part will pay the party of the second part, a reasonable compensation to be agreed upon between the parties hereto or their successors or assigns and if they cannot agree, then to be determined by arbitration. This conveyance is made subject to all existing

rights-of-way and reservations heretofore granted.

Also except and subject to a Deed of Trust for \$10,000.00 now of record with interest thereon from April 1st, 1929 at 5% per annum payable semi-annually. The interest thereon accruing from April 1st, 1929 is hereby assumed by Grantee herein. This conveyance is made for the sole and only purpose of correcting former conveyance of the above described premises of record in Book 803, Page 137, of the records of El Paso County, Colorado, in which conveyance it appears that the Grantee therein assumed payment of the principal of the indebtedness secured by said Trust Deed when the intention was only to have assumed payment of the interest accrued thereon at the date of said deed.

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

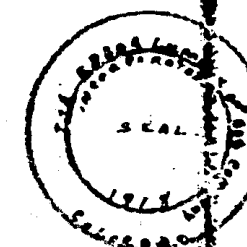
To Have and To Hold the said premises above bargained and described, with the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said The Edgar Lumber and Box Company party of the first part, for itself, its successors and assigns, doth covenant grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enclosing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes for 1929 which are due in 1930; also except and subject to encumbrance as above stated, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Acting Secretary, the day and year first above written.

Attest:

Ollie Gossard,

Acting Secretary.



The Edgar Lumber and Box Company
By R.E. Johnson
President.

State of Colorado)
County of El Paso.) ss.

I, the undersigned, a Notary Public in and for said El Paso County, in the State aforesaid, do hereby certify that R. E. Johnson and Ollie Gossard who are personally known to me to be the same persons whose names are subscribed to the foregoing Deed as having executed the same respectively, as President and Acting Secretary of The Edgar Lumber and Box Company, a corporation, and who are known to me to be such officers respectively, appeared before me this day in person, and severally acknowledged: That the seal affixed to the

No. 457970

WARRANTY DEED

Jewel M. Curry formerly
Jewel M. De La Mater
to
H. J. Gehm

STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 9:30 o'clock A.M.,

June 12 1931

E. R. Furrow

RECORDED

This Deed, Made this 9th day of June in the

year of our Lord one thousand nine hundred and thirty one between

Jewel M. Curry formerly Jewel M. De La Mater

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

H. J. Gehm

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

Witnesseth, That the said part 1 of the first part, for and in consideration of the sum of One Dollar and other valuable considerations DOLLARS, to the said part 2 of the first part in hand paid by the said part 2 of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said part 2 of the second part, his heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

Lot Numbered Four (4) in Block Numbered One (1) in "Lihue"

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 part 1 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 part 2 of the second part, his heirs and assigns forever. And the said

part 2 of the first part, for his heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said part 2 of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains,

sales, liens, taxes, assessments and incumbrances of whatever kind and nature soever; excepting a first trust deed dated Sept 27th 1928 and a second trust deed dated Oct 15th 1930 for \$2500.00

and the above bargained premises in the quiet and peaceable possession of the said part 2 of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1 of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part 1 of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Willard Simmons

Jewel M. Curry
formerly Jewel M. De La Mater

STATE OF COLORADO, ss.

County of El Paso

I, Mary L. Brown, a Notary Public in and for said County, in the

State aforesaid, do hereby certify that Jewel M. Curry formerly Jewel M. De La Mater

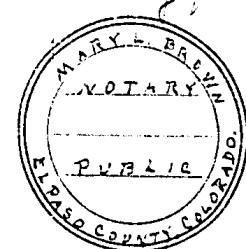
personally known to me to be the person whose name who subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of June A. D. 1931

My commission expires February 18th 1933

Mary L. Brown

A Notary Public in and for the County of El Paso and State of Colorado.



No. 458046

WARRANTY DEED

William B. Root et al

to

W. L. Humming et al

STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 10:00 o'clock A.M.,

June 15 1931

E. R. Furrow

RECORDED

This Deed, Made this 11th day of February in the

year of our Lord one thousand nine hundred and thirty one between

William B. Root et al Charles E. Root of the County of

Harris, State Texas and

W. L. Humming et al and State of Colorado, of the first part, and

of the County of Denver and State of Colorado, of the second part:

Witnesseth, That the said part 1 of the first part, for and in consideration of the sum of One Dollar and other good & valuable considerations DOLLARS, to the said part 2 of the first part in hand paid by the said part 2 of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part 2 of the second part, their heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

East half of the South west quarter of the Southwest quarter of Section Seven (7) in Township sixteen (16) Range Sixty four (64) W of 6° P.M. reserving therefrom all mineral rights and all rights of egress and ingress that may be necessary to remove sand from premises and such rights & conditions as are usual, customary and practical in such operations

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 part 1 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 part 2 of the second part, their heirs and assigns forever. And the said

part 1 of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said part 2 of the second part, their heirs and assigns, that at the time of the sealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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 and nature soever; except taxes

and the above bargained premises in the quiet and peaceable possession of the said part 2 of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1 of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part 1 of the first part has hereunto set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

William B. Root
Charles E. Root

STATE OF COLORADO, ss.

County of El Paso

I, Miles Cook, a Notary Public in and for said County, in the

State aforesaid, do hereby certify that Charles E. Root

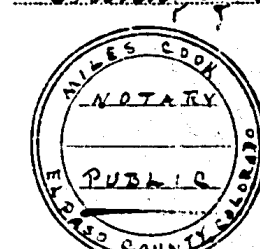
personally known to me to be the person whose name who subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of February A. D. 1931

My commission expires April 17th 1932

Miles Cook

Notary Public, Harris County, Texas

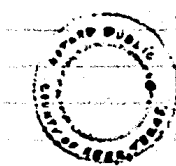


THE STATE OF TEXAS } Before me, O. B. Schuchtelm, a Notary Public in and for said County and

COUNTY OF HARRIS } State, on this day personally appeared William B. Root, known to me to be the person

whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 15th day of February, A. D. 1931
O. B. Schuchtelm
Notary Public, Harris County, Texas



No. 633378

WARRANTY DEED

P. W. Daniels

to

Harry Calvin Thorpe

STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 10:17 o'clock P. M.,
June 27, 1940.

Charles Ogden
Recorder.

This Deed, Made this 22nd day of June in the
year of our Lord one thousand nine hundred and forty (1940) between

of the County of El Paso and State of Colorado, of the first part, and
Harry Calvin Thorpe

of the County of El Paso and State of Colorado, of the second part:
Witnesseth, That the said party of the first part, for and in consideration of the sum of
ten dollars and other valuable consideration not herein mentioned DOLLARS,
to the said party of the first part in hand paid by the said party of the second part, the receipt
whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by
these presents do grant, bargain, sell, convey and confirm unto the said party of the second part,
his heirs and assigns, forever, all the following described lot or parcel of land, situate,
lying and being in the County of El Paso and State of Colorado, to-wit:

The North Forty (40) feet of Lot One (1) except the South 20 feet of the East 40 1/2 feet thereof,
in Block 11, Addition to the City of Colorado Springs, and that part of the Southwest
quarter of the Southwest quarter of the Southwest quarter of the Southwest quarter of the
Section 16 in Township 16 North, Range 64 West of the 6th
P. M. in the City of Colorado Springs, described as follows: Beginning at a point on the
East line of Cascade Avenue 240 feet South of the South line of Buena Ventura Street,
thence East 40 1/2 feet to Cascade Avenue 170 feet to an alley; thence South along
the West line of said alley 50 feet; thence West parallel with the first course 150 feet
to the East line of Cascade Avenue; thence North along said East line 50 feet to the
place of beginning.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and rever-
sions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said
party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; To Have
and to hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said

party of the first part, for himself his heirs, executors and
administrators, do covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and
assigns, that at the time of the enrolling and delivery of these presents he well seized of the premises above conveyed, as of good,
sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and having good right, full power and lawful authority to grant,
bargain, sell and convey the same, in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains,

sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes for the years 1939 which

are to be provided and apportioned between the parties hereto to the date of this deed, first party to pay that
portion from January 1st, 1940 to June 22nd, 1940, and second party to pay the balance thereof in due season.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns,
against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and
will Warrant and Forever Defend.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

P. W. Daniels Seal

Seal

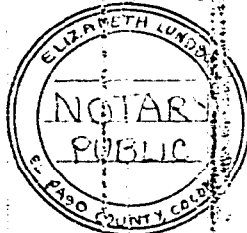
Seal

Seal

STATE OF COLORADO,
County of El Paso ss. I, Elizabeth Lundberg a Notary Public in and for said County, in the
State aforesaid, do hereby certify that P. W. Daniels who is
personally known to me to be the person whose name is subscribed to the annexed Deed, appeared
before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free
and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 22 day of June, A. D. 1940.
My commission expires July 27, 1942.

Elizabeth Lundberg
NOTARY PUBLIC.



No. 633669

WARRANTY DEED

R. E. Johnson

TO

Kenneth Pablos

STATE OF COLORADO, ss.
County of El Paso.

Filed for record at 9:14 o'clock A. M.,
June 27, 1940.

Charles Ogden
Recorder.

This Deed, Made this 20th day of June in the
year of our Lord one thousand nine hundred and forty between

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

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 and other valuable consideration DOLLARS,
to the said party of the first part in hand paid by the said party of the second part, the receipt
whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by
these presents do grant, bargain, sell, convey and confirm unto the said party of the second part,
his heirs and assigns, forever, all the following described lot or parcel of land, situate,
lying and being in the County of El Paso and State of Colorado, to-wit:

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 6, the North-
west Quarter of the Southwest Quarter (NW 1/4 SW 1/4) and the West half of the South-
west Quarter of the Southwest Quarter (W 1/2 SW 1/4) of Section 7; all in Township 16
South, Range 64; all of Sections 1, 2, 11 and 12, the East half (E 1/2) of Section 3, and
the East half (E 1/2) of Section 10; all in Township 16 South, Range 65; excepting
therefrom ten acres in the Northwest corner of the Northwest Quarter of the
Northwest Quarter of Section 3. Reserving to the Grantor herein his heirs
and assigns, all of the mineral, oil and gas in or under said lands, with right
of ingress and egress for the purpose of prospecting and producing said minerals,
oil or gas, excepting the Southwest Quarter of said Section 10 shall be conveyed
without such reservation.

Together with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch
rights of way, and all water and water rights, which have been and are, used for the irrigation of the
above described lands, and for the irrigation of any part thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and rever-
sions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said
party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; To Have
and to hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said

party of the first part, for himself his heirs, executors and
administrators, do covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and
assigns, that at the time of the enrolling and delivery of these presents he well seized of the premises above conveyed, as of good,
sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and having good right, full power and lawful authority to grant,
bargain, sell and convey the same, in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains,

sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; excepting all existing reservations and

rights of way for roads, railroads and ditches, or any of them, which include any part of the premises
above described except taxes for 1940 and subsequent years.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns,
against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and
will Warrant and Forever Defend.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

R. E. Johnson Seal

Seal

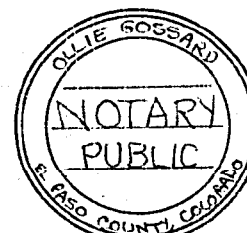
Seal

Seal

STATE OF COLORADO,
County of El Paso ss. I, the undersigned a Notary Public in and for said County, in the
State aforesaid, do hereby certify that R. E. Johnson who is
personally known to me to be the person whose name is subscribed to the annexed Deed, appeared
before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free
and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 20th day of June, A. D. 1940.
My commission expires February 1, A.D. 1942.

Olle Rosend
NOTARY PUBLIC.



No. 647044

Quit Claim Deed

El Paso County, Colorado

to

Kenneth Pebbles

Filed for Record 8:01 A. M.

March 26, 1941

Charles Ozias, Recorder

QUIT CLAIM DEED.

KNOW ALL MEN BY THESE PRESENTS, That El Paso County,

an organized County within the State of Colorado, acting

through its Board of County Commissioners by E. R. Knight,

appointed as a Commissioner to Convey, for and in consid-

eration of the sum of Twenty Dollars, in hand paid, the

receipt whereof is hereby confessed and acknowledged,

hereby sells and quit-claims to Kenneth Pebbles the follow-

ing described real property situate in the County of El

Paso and State of Colorado, to-wit:

East half of the Southwest quarter of the Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$), except Road, in Section 7, Township 16 South, Range 64 West of the Sixth Principal Meridian;

This conveyance was authorized by a resolution of the Board of County Commissioners of El Paso County, Colorado, at a regular meeting held on the 21st day of March, 1941.

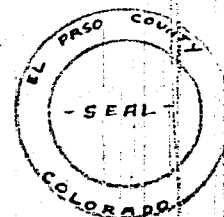
Signed and delivered this 21st day of March, A. D. 1941.

EL PASO COUNTY, COLORADO

By E. R. Knight
Commissioner to Convey

ATTEST:

Charles Ozias
County Clerk.



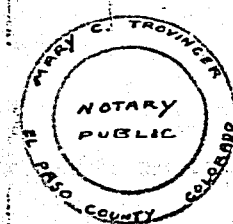
STATE OF COLORADO,)
COUNTY OF EL PASO.) ss.

The foregoing instrument was acknowledged before me this 25th day of March, A. D. 1941, by E. R. Knight, Commissioner to Convey.

Witness my hand and official seal.

My commission expires July 13, 1943.

Mary C. Trovinger
Notary Public.



X X X

No. 647383

Quit-Claim Deed

Allie Shipley

to

Byers E. Smith

Filed for Record 9:45 A. M.

April 1, 1941

Charles Ozias, Recorder

KNOW ALL MEN BY THESE PRESENTS, That I, Allie Shipley

of the County of Wilson and State of Kansas, for the consid-

eration of One Dollar and other good and valuable consider-

ations in hand paid, hereby sell and quit-claim to Byers E.

Smith of the County of El Paso and the State of Colorado,

the following real property, situate in the County of El Paso

and State of Colorado, to-wit:

That part of the Northeast quarter lying East of State

Highway No. 4, now being United States Highway No. 24;

and that part of the North half of the Southeast quarter lying East of said Highway and East of the right of way of The Colorado and Southern Railway Company as shown by Map

File 767 in the office of the Clerk and Recorder of El Paso County, Colorado; in Section

Eight in Township Fourteen South, Range Sixty-five West of the 6th P. M., El Paso County,

State of Colorado; excepting all coal and mineral rights heretofore reserved, as shown

by instruments of record in the office of the Clerk and Recorder of El Paso County,

Colorado.

with all its appurtenances thereunto belonging.

Signed and delivered this 3rd day of February, A. D. 1941.

Allie Shipley

In the Presence of

STATUTORY ACKNOWLEDGMENT.

STATE OF KANSAS,)

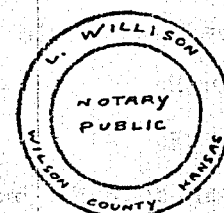
COUNTY OF WILSON.)

The foregoing instrument was acknowledged before me this

3rd day of February, 1941, by Allie Shipley, grantor in said instrument.

WITNESS my hand and official seal.

My commission expires April 6, 1943.



L. Willison
Notary Public.

No. 677223

WARRANTY DEED

Mrs. Nellie M. Hawk

TO

Alexander F. Kame

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

Filed for record at 2:12 o'clock P. M.,

February 5, 1943.

Charles J. Gias
RECORDER.

This Deed, Made this 14th day of July in the year of our Lord one thousand nine hundred and forty-two

Mrs. Nellie M. Hawk

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

Alexander F. Kame

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 and other valuable considerations Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

Lots 3 and 4 of Section 12 and Lots 1 and 2 of Section 19, in Township 16 South, Range 64 West of the 6th P. M.
Excepting the mineral, oil and gas in or under said lands, with the right of ingress and egress for the purpose of prospecting and producing said minerals, oil or gas.

I. R. Stamp
55 cents
Cancelled

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said

party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the 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 good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains,

sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

except the taxes for the year 1942 and thereafter, which grantee agrees to pay.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said 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 PRESENCE OF

Mrs. Nellie M. Hawk

Seal

Seal

Seal

Seal

STATE OF COLORADO,

County of El Paso

I, Mary C. Frowinger, a Notary Public in and for said County, in the

State aforesaid, do hereby certify that

Mrs. Nellie M. Hawk

who is

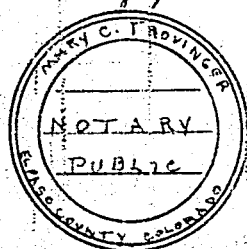
personally known to me to be the person whose name is subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of July, A. D. 1942.

My commission expires July 13, 1943.

Mary C. Frowinger

NOTARY PUBLIC.



No. 677356

WARRANTY DEED

Floyd L. Arneson

TO

Fettie Arneson

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

Filed for record at 9:30 o'clock A. M.,

February 8, 1943.

Charles J. Gias
RECORDER.

This Deed, Made this 4th day of February in the year of our Lord one thousand nine hundred and forty-three

Floyd L. Arneson

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

Fettie Arneson

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 and other valuable and sufficient considerations Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

Lots Numbered Seven and Eight in Block Numbered Thirteenth in Addition Number One to the Town of Roswell.

I. R. Stamp
55 cents
Cancelled

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said

party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the 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 good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains,

sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

except accrued taxes which are now a lien upon said premises.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said 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 PRESENCE OF

Floyd L. Arneson

Seal

Seal

Seal

Seal

STATE OF COLORADO,

County of El Paso

I, a Notary Public in and for said County, in the

State aforesaid, do hereby certify that

Floyd L. Arneson

who is

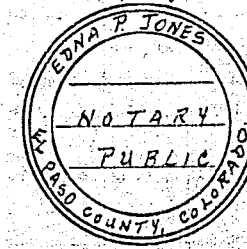
personally known to me to be the person whose name is subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of February, A. D. 1943.

My commission expires February 15, 1945.

Edna P. Jones

NOTARY PUBLIC.



Received at 11/45 10:00 AM, MAY 21 1964
ELEC. ENGRG. DEPT.

BOOK 2014 PAGE 355

Reception No. 317706 HARRIET BEALS EASEMENT

THIS INSTRUMENT, Made this 14th day of MAY in the year of our Lord
one thousand nine hundred and SIXTY FOUR between
Alexander F. Kane and Wanden M. Kane

of the County of El Paso and State of Colorado
and PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under and by virtue
of the laws of the State of Colorado, grantee;

WITNESSETH, That the said grantor, for and in consideration of the sum of
Ten Dollars and Other Valuable Considerations
to the said grantor in hand paid by the said grantee, the receipt whereof is hereby confessed and acknowledged, has
granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto
Public Service Company of Colorado, its successors and assigns forever, an easement for the construction, reconstruction,
operation and maintenance of conductors and conduits for the transmission of electricity, together with the necessary
poles, towers, crossarms, cables, wires, guys, supports, and other fixtures and devices, used or useful in the
operation of electric transmission lines, through, on, over and across the following described lands, to-wit:

A parcel of land in the E¹/₂ of Section 2 and in the E¹/₂ of
Section 11 all in Township 16 South, Range 65 West of the 6th
Principal Meridian, County of El Paso, State of Colorado, described as follows: An Easement 225 feet in width being 75 feet
on the westerly side and 150 feet on the Easterly side of a line
beginning at a point on the North boundary line of said Section
2 and 156 feet westerly from the Northeast corner of said Section
2; thence South 0° 08' 09" East 3308 feet to a point; thence
South 0° 08' 03" East 7303 feet more or less to the South boundary
line of said Section 11.

The grantors reserve the right for a roadway, not to
exceed 36 feet in width, centered on the above described 225
foot easement and also the right for roadways, underground and
overhead utilities, crossing the above described easement at
right angles, that are necessary to subdivide the lands for
residential purposes, provided, however, said roadways and
utilities will not interfere or endanger the facilities or use
of the easement by the grantee.

Together with the right of ingress and egress over said premises and to remove objects or structures therefrom; and, also to survey, construct, reconstruct, maintain, operate, control and use said lines and facilities.

The grantor, reserve the right to cultivate and use said premises for any purpose consistent with the rights
and privileges above granted and which will not interfere with or endanger the grantee's facilities thereon, or the
use thereof or of any of the rights herein granted. Such reservation by the grantor, shall not include the right to
erect or place any structures or objects, including signs, or drill or operate any wells on, upon, above or over the
easement herein granted. In case the permanent abandonment of said easement, all right, privilege and interest
herein granted shall end, cease and determine.

The work of installing, maintaining and reconstructing its facilities shall be done with care, and all damage
to the premises caused thereby shall be paid for or repaired at the expense of the grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors,
administrators, successors and assigns of the parties hereto.

Signed and delivered this 14th day of MAY A. D. 1964

In the Presence of

Alexander F. Kane (SEAL)
Wanden M. Kane (SEAL)
(SEAL)
(SEAL)

STATE OF COLORADO
COUNTY OF EL PASO
The foregoing instrument was acknowledged before me this 14th day of MAY
by ALEXANDER F. KANE, WANDEN M. KANE
Witness my hand and official seal.
Notary Public expires Dec. 14, 1964
Allyn J. Muller
Notary Public

Received at 9:00 o'clock A M. MAR 8 1974
Reception No. 56272 LARRIET BEALS

BOOK 2660 PAGE 594

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That ALEXANDER F. KANE and WANDEN M. KANE of the County of El Paso and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successor or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land 100 feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being parallel to and adjoining the west line of an existing easement held by the Public Service Company of Colorado, and as described in Book No. 2014, Page No. 355, in the records of El Paso County Clerk and Records office on the E $\frac{1}{2}$ of Section 2, Township 16 South, Range 65 West, and on the E $\frac{1}{2}$ of Section 11, Township 16 South, Range 65 West of the 6th P. M.

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

The Grantor reserved the right to cultivate and use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the Grantee's facilities to be placed thereon, or the use thereof, or any of the rights herein granted; including but not limited to Grantor's right to use said premises for roads, pipe lines, water lines, sewer lines, streets, ditches and land fill.

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

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

WITNESS the hand and seal of the Grantor this 26th day of February, A.D., 1974.

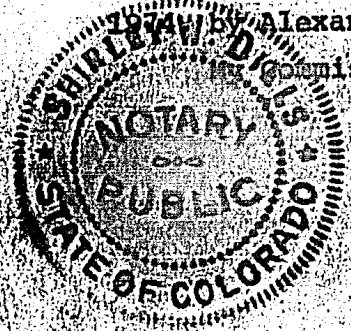
Alexander F. Kane (SEAL)
ALEXANDER F. KANE

Wanden M. Kane (SEAL)
WANDEN M. KANE

STATE OF COLORADO)
COUNTY OF El Paso) SS.

The within instrument was acknowledged before me this 26th day of February, 1974, by Alexander F. Kane and Wanden M. Kane.

My Commission Expires: January 9, 1977



Shirley W. Dill
NOTARY PUBLIC

CONSENT TO EASEMENT

WHEREAS, Alexander F. Kane & Wanden M. Kane

, on February 26, 1974,

executed a certain easement and right of way to MOUNTAIN VIEW
ELECTRIC ASSOCIATION, INC., a Colorado corporation, for the
construction and operation and maintenance of an electric transmission line,

which easement covered land in the County of El Paso,

State of Colorado, described as follows: a strip of land
one hundred feet wide parallel to and adjoining the West line of the existing
easement held by the Public Service Company of Colorado and as described in Book # 2014,
page #355, in the records of El Paso County Clerk and Records office on the

~~Not a record of El Paso County, State of Colorado, Book # 2014, Page # 355~~
(6th. P.M.) E 1/2 " 11 " 16 " 65 "

Therefore, Fountain Sanitary Landfill, Gerold Schramek, Lessee, the beneficiary
~~of the easement and right of way described in Book # 2014, Page # 355 of the~~
~~Records of El Paso County, State of Colorado,~~
for a valuable consideration, the receipt of which is hereby
acknowledged, hereby consents to the terms and provisions of said
easement and right of way aforesaid without, however, joining in
any of the warranties, guaranties, or indemnities contained therein.

Fountain Sanitary Landfill
Gerold Schramek

STATE OF COLORADO)

COUNTY OF El Paso)

SS.

ACKNOWLEDGMENT
FOR INDIVIDUALS

The foregoing instrument was acknowledged before me this
24th day of Feb, 1974, by Gerold Schramek

WITNESS my hand and official seal.

My Commission Expires: May 11, 1975

Thomas L. Chait
NOTARY PUBLIC

STATE OF _____)

COUNTY OF _____)

SS.

ACKNOWLEDGMENT
FOR CORPORATIONS

The foregoing instrument was acknowledged before me this
____ day of _____, 19____, by _____ as
____ President, and _____ as
____ Secretary of _____
____, a corporation.

WITNESS my hand and official seal.

My Commission Expires: _____

NOTARY PUBLIC

A/78

ROAD ORDER

Road
Record
Book
A

BOARD OF COMMISSIONERS

to

EL PASO COUNTY, COLORADO.

Page
78

October 3, 1887.

Filed for record at 3:40 P.M.

October 3, 1887,

E. J. Eaton, Recorder.

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

At a regular meeting of the Board of County Commissioners for El Paso County, Colorado, held at the County Clerk's Office in Colorado Springs, on Monday, October 3, 1887, there were present J. C. Woodbury, Chairman; L. C. Skinner; David McShane, Commissioners; E. J. Eaton, Clerk; when the following proceedings, among others, were held and done, to-wit: In accordance with the pro-

visions of an Act passed by the General Assembly of the State of Colorado, Session 1885, entitled "An Act to Amend Section IV of Chapter XCV of the General Statutes of the State of Colorado, entitled 'Roads and Highways'", it was ordered by the Board that all Section lines, Township lines and Range lines on the public domain East of the Range line dividing Ranges 65 W. and 66 W., be and the same are hereby declared Public Highways of the width of 60 feet, being 30 feet on each side of said Section lines, Township lines or Range lines, as the case may be, the same being in El Paso County, Colorado.

J. C. Woodbury, Chairman.

Dated Octo. 3rd, 1887.

Attest: E. J. Eaton, County Clerk.
(Official Seal)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Palmer Solar LLC
Attn: George Dwight, II
139 E. Fourth Street
Mailcode: 1212-Main
Cincinnati, OH 45202

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE ("**Memorandum**") is dated as of this 19th day of September 2019, and executed between Colorado Springs Utilities, a Colorado home rule city and municipal corporation ("**UTILITIES**"), and Palmer Solar LLC, a Delaware limited liability company ("**Palmer Solar**").

In consideration of the premises, and of the mutual covenants set forth in that certain Solar Power Purchase Agreement dated June 6, 2018 (the "**PPA**") by and between UTILITIES and Palmer Solar, UTILITIES, pursuant to that certain Fourth Amendment to the PPA by and between UTILITIES and Palmer Solar dated May 22, 2019, has granted Palmer Solar a license (the "**License**") for access on, over, and across a portion of that property located within Sections 13, 14, 24, 25 and 26, Township 16 South, Range 65 West of the Sixth Principal Meridian as reflected in the records of the El Paso County, Colorado Clerk & Recorder's Office (the "**Licensed Premises**"), which Licensed Premises is more particularly on Exhibit A attached hereto. The term of the License commences on the date hereof and continues for a period of twenty (20) years from the date of commercial operation of Licensee's facilities. Licensee has one option to extend the term of the License for a period of five (5) additional years.

This Memorandum is prepared for recording and for the purpose of making a public record of the existence of the License, and it is intended that the parties shall be subject to all of the provisions of the License, and that nothing herein shall be deemed to alter or change any of the terms or provisions of said License.

[Remainder of page intentionally blank;
Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of License as of the date set forth above.

Licensors:

COLORADO SPRINGS UTILITIES

By: *Joe Awad*

Name: Joe Awad

Title: General Manager

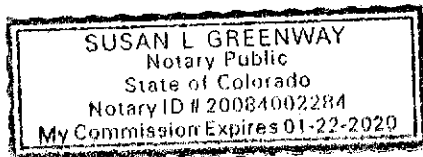
Planning and Engineering Department

STATE OF COLORADO)
) §
County of El Paso)

The foregoing instrument was acknowledged by me this 13th day of September, 2019 by Joe Awad, General Manager of Planning and Engineering at Colorado Springs Utilities.

WITNESS my hand and official seal.

(Affix seal here)



Susan L. Greenway
Signature of Notary
Commission Expiration 1/22/2020

APPROVED AS TO FORM:
Bethany Huggen
CITY ATTORNEY'S OFFICE
UTILITIES DIVISION

Licensee:

Palmer Solar LLC

By: BK Stallman

Name: Brian K Stallman

Title: Vice President

STATE OF Ohio

County of Hamilton

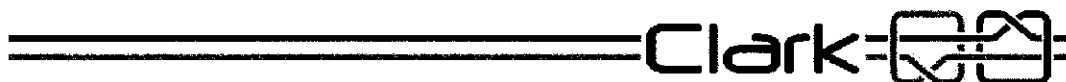
The foregoing instrument was acknowledged by me this 27th day of September, 2019 by Shelia Rogers of Duke Energy



WITNESS my hand and official seal.

SHELIA J. ROGERS
Notary Public, State of Ohio
My Commission Expires 10-17-2022

Shelia Rogers
Signature of Notary
Commission Expiration 10-17-2022



**EXHIBIT A
LICENSE AREA**

June 07, 2019
Revised: August 27, 2019

A portion of Reception No. 211114340 and a parcel of land owned by the City of Colorado Springs in the Records of El Paso County, Colorado, located within Sections 13, 14, 24, 25 and 26, Township 16 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

PARCEL A

A strip of land, 30 feet in width, lying 15 feet on each side of the following described centerline;

COMMENCING at the northeast corner of Section 14, Township 16 South, Range 65 West of the Sixth Principal Meridian; thence along the north line of said Section 14, S88°56'00"W (Bearings are based on the north line of Section 14, Township 16 South, Range 65 West of the Sixth Principal Meridian being monumented at the Northeast Corner of said Section 14 by a found 3" aluminum cap on a 2" steel pipe, 0.4' above ground, LS No. 10377, and at the Northwest Corner of said Section 14 by a found no. 6 rebar with a 3-1/4" aluminum cap, LS No. 10377, flush with ground, measured to bear S88°56'00"W, a distance of 5308.04 feet), a distance of 2263.10 feet, to the **POINT OF BEGINNING**;

thence S26°48'26"E, a distance of 1345.19 feet; thence S26°52'50"E, a distance of 1207.07 feet; thence S28°49'21"E, a distance of 2018.36 feet; thence S29°17'01"E, a distance of 528.17 feet; thence along the arc of a curve to the right, having a radius of 479.00 feet, a central angle of 28°44'39", a distance of 240.31 feet; thence S00°32'21"E, a distance of 6795.98 feet; thence N89°55'54"W, a distance of 394.01 feet; thence along the arc of a curve to the left, having a radius of 149.84 feet, a central angle of 90°16'00", a distance of 236.06 feet; thence S00°08'07"E, a distance of 1149.05 feet; thence along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of 89°16'26", a distance of 233.72 feet; thence N89°09'15"W, a distance of 1276.25 feet; thence N85°54'40"W, a distance of 482.75 feet; thence N89°40'32"W, a distance of 275.53 feet, to a point on the west line of the Northeast 1/4 of said Section 26, from where the Center 1/4 Corner of said Section 26, being marked on the ground by a found no. 6 rebar with a broken cap, flush with ground, bears S00°37'37"E, a distance of 225.04 feet, herein after known as **POINT "A"** and the **POINT OF TERMINUS**.

Sidelines of said strip to extend or shorten as necessary to intersect the lines that the **POINT OF BEGINNING** and **POINT OF TERMINUS** are part of.

Containing 485,580 Sq. Ft. or 11.147 acres, more or less.



Together with:

PARCEL B

A strip of land, 30 feet in width, lying 15 feet on each side of the following described centerline;

COMMENCING at aforementioned **POINT "A"**; thence along said west line of the NE 1/4 of Section 26, N00°37'37"W, a distance of 210.22 feet, to the **POINT OF BEGINNING**; thence leaving said west line, N79°46'59"E, a distance of 1423.57 feet, to the **POINT OF TERMINUS**.

Sidelines of said strip to extend or shorten as necessary to intersect the lines that the **POINT OF BEGINNING** and **POINT OF TERMINUS** are part of.

Containing 42,707 Sq. Ft. or 0.980 acres, more or less.



Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

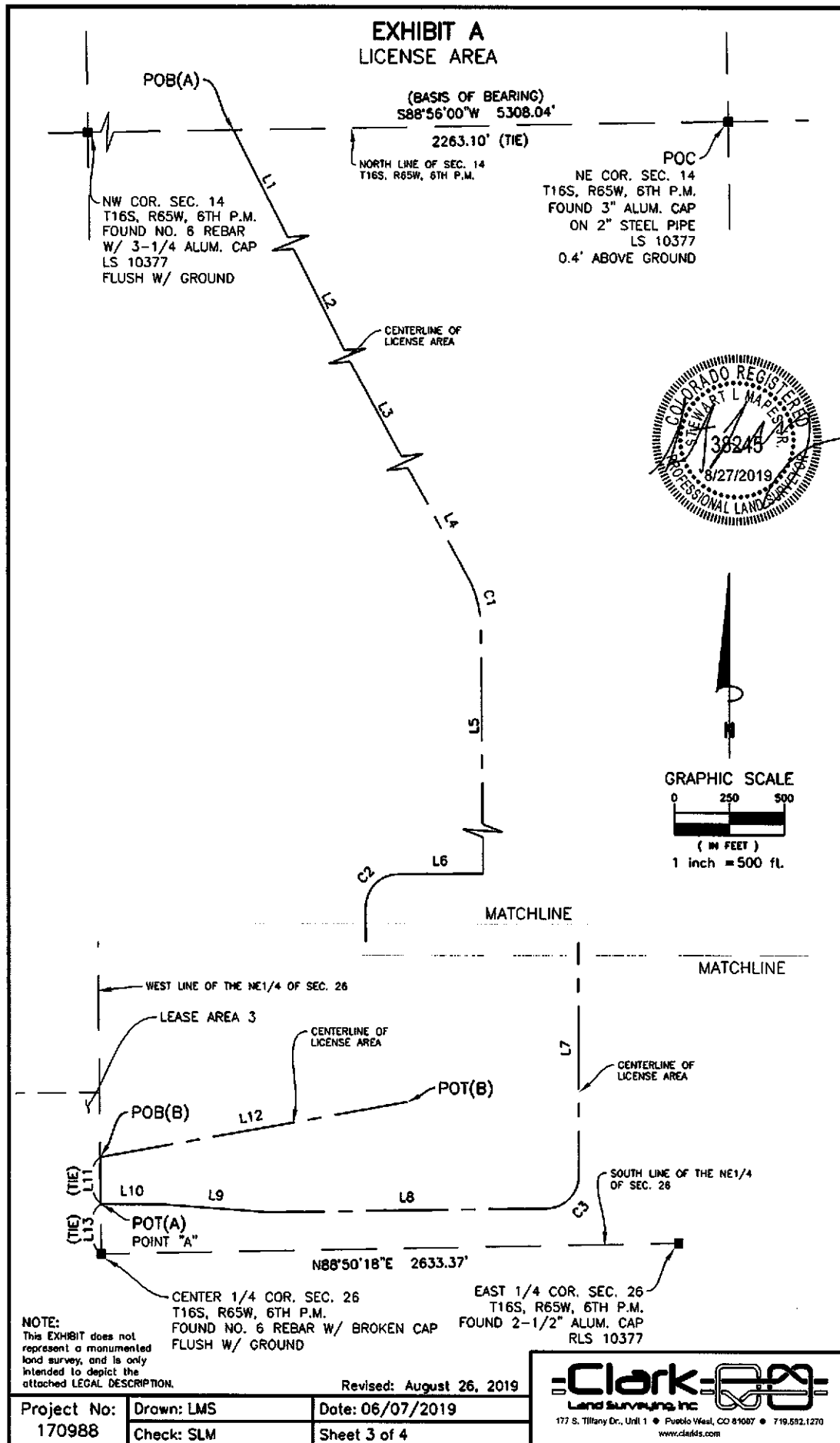


EXHIBIT A

LICENSE AREA

LINE	BEARING	DISTANCE
L1	S26°48'26"E	1345.19'
L2	S26°52'50"E	1207.07'
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L12	N79°46'59"E	1423.57'
L13	S00°37'37"E	225.04'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	479.00'	240.31'	28°44'39"
C2	149.84'	236.06'	90°16'00"
C3	150.00'	233.72'	89°16'26"

NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Revised: August 26, 2019

Project No: 170988	Drawn: LMS	Date: 06/07/2019
	Check: SLM	Sheet 4 of 4



Clark 
Land Surveying Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarksls.com

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Palmer Solar LLC
Attn: George Dwight, II
139 E. Fourth Street
Mailcode: 1212-Main
Cincinnati, OH 45202

This document is being re-recorded to reflect the the correct Exhibit A Legal Description

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE ("Memorandum") is dated as of this 9th day of September 2019, and executed between Colorado Springs Utilities, a Colorado home rule city and municipal corporation ("UTILITIES"), and Palmer Solar LLC, a Delaware limited liability company ("Palmer Solar").

In consideration of the premises, and of the mutual covenants set forth in that certain Solar Power Purchase Agreement dated June 6, 2018 (the "PPA") by and between UTILITIES and Palmer Solar, UTILITIES, pursuant to that certain Fourth Amendment to the PPA by and between UTILITIES and Palmer Solar dated May 22, 2019, has granted Palmer Solar a license (the "License") for access on, over, and across a portion of that property located within Sections 13, 14, 24, 25 and 26, Township 16 South, Range 65 West of the Sixth Principal Meridian as reflected in the records of the El Paso County, Colorado Clerk & Recorder's Office (the "Licensed Premises"), which Licensed Premises is more particularly on Exhibit A attached hereto. The term of the License commences on the date hereof and continues for a period of twenty (20) years from the date of commercial operation of Licensee's facilities. Licensee has one option to extend the term of the License for a period of five (5) additional years.

This Memorandum is prepared for recording and for the purpose of making a public record of the existence of the License, and it is intended that the parties shall be subject to all of the provisions of the License, and that nothing herein shall be deemed to alter or change any of the terms or provisions of said License.

[Remainder of page intentionally blank;
Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of License as of the date set forth above.

Licensors:

COLORADO SPRINGS UTILITIES

By: Joe Awad

Name: Joe Awad

Title: General Manager

Planning and Engineering Department

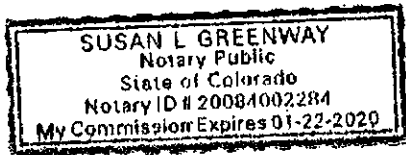
STATE OF COLORADO)

County of El Paso)

The foregoing instrument was acknowledged by me this 13th day of September, 2019 by Joe Awad, General Manager of Planning and Engineering at Colorado Springs Utilities.

WITNESS my hand and official seal.

(Affix seal here)



Susan L. Greenway
Signature of Notary
Commission Expiration 1/22/2020

APPROVED AS TO FORM:
Beth Ann Brown
CITY ATTORNEY'S OFFICE
UTILITIES DIVISION

Licensee:

Palmer Solar LLC

By: BK Stallman

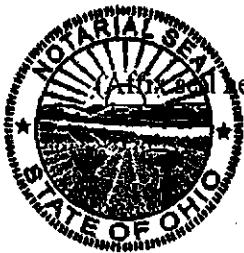
Name: Brian K Stallman

Title: Vice President

STATE OF OHIO

County of Hamilton

The foregoing instrument was acknowledged by me this 27th day of September, 2019 by Shelia Rogers of Duke Energy



SHELIA J. ROGERS
Notary Public, State of Ohio
My Commission Expires 10-17-2022

WITNESS my hand and official seal.

Shelia Rogers
Signature of Notary
Commission Expiration 10-17-2022



**EXHIBIT A
LICENSE AREA**

June 07, 2019
Revised: August 27, 2019

A portion of Reception No. 211114340 and a parcel of land owned by the City of Colorado Springs in the Records of El Paso County, Colorado, located within Sections 13, 14, 24, 25 and 26, Township 16 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

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Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

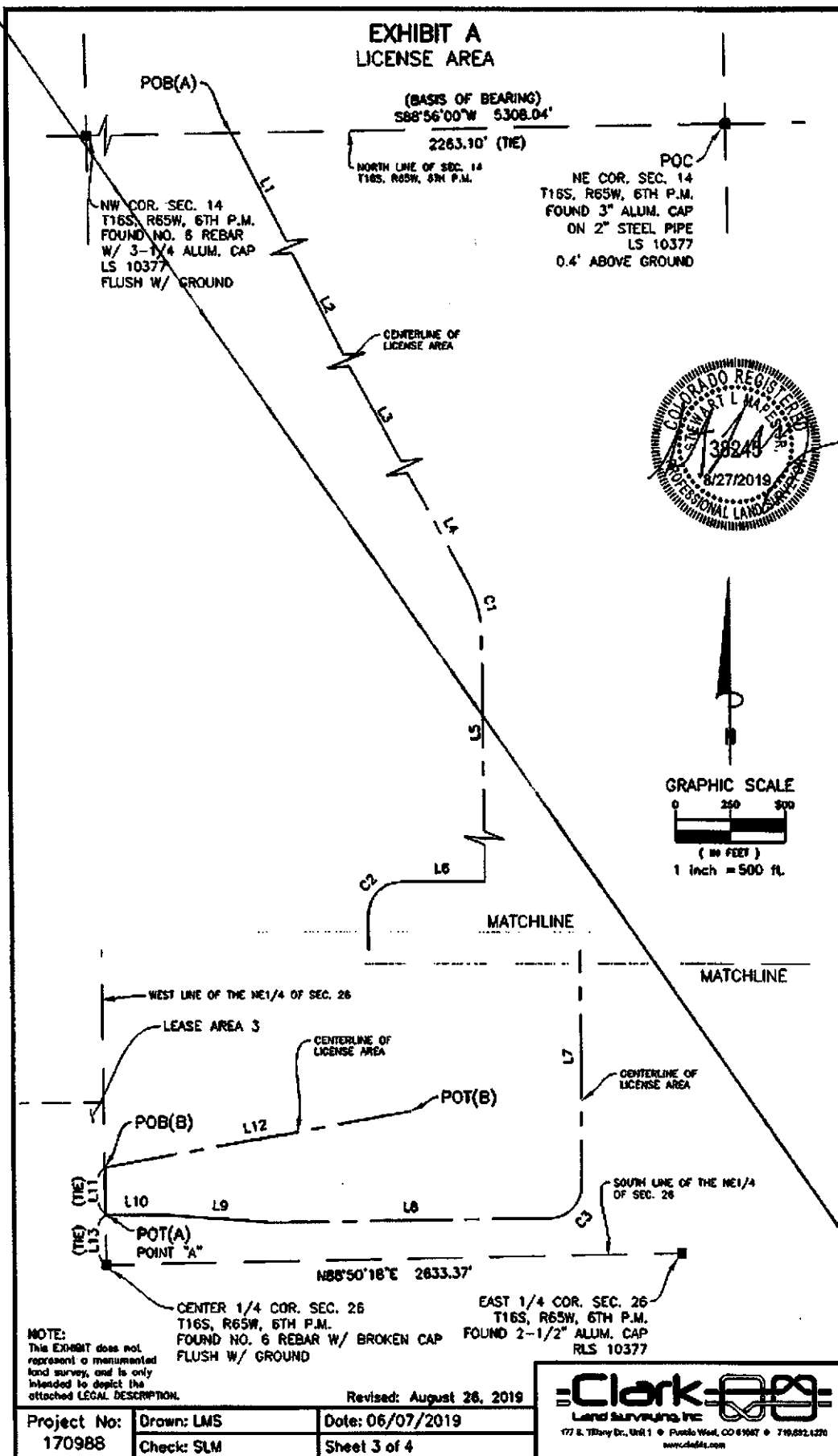


EXHIBIT A LICENSE AREA

LINE	BEARING	DISTANCE
L1	S28°48'26"E	1345.19'
L2	S28°52'50"E	1207.07'
L3	S28°49'21"E	2018.36'
L4	S29°17'01"E	528.17'
L5	S00°32'21"E	6795.98'
L6	N89°55'54"W	394.01'
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C3	150.00'	233.72'	89°16'28"

NOTE:
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represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Revised: August 26, 2019

Project No:	Drawn: LMS	Date: 06/07/2019
170988	Check: SLM	Sheet 4 of 4



Clark 
Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81067 • 719.582.1278
www.clarkls.com

EXHIBIT A
LICENSE AREA

June 07, 2019

Revised: December 4, 2019

A portion of Reception No. 211114340 and a parcel of land owned by the City of Colorado Springs in the Records of El Paso County, Colorado, located within Sections 11, 13, 14, 24, 25 and 26, Township 16 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

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thence leaving said north-south centerline, S26°58'25"E, a distance of 919.58 feet, to a point on said north line; thence S26°48'26"E, a distance of 1345.19 feet; thence S26°52'50"E, a distance of 1207.07 feet; thence S28°49'21"E, a distance of 2018.36 feet; thence S29°17'01"E, a distance of 528.17 feet; thence along the arc of a curve to the right, having a radius of 479.00 feet, a central angle of 28°44'39", a distance of 240.31 feet; thence S00°32'21"E, a distance of 6795.98 feet; thence N89°55'54"W, a distance of 394.01 feet; thence along the arc of a curve to the left, having a radius of 149.84 feet, a central angle of 90°16'00", a distance of 236.06 feet; thence S00°08'07"E, a distance of 1149.05 feet; thence along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of 89°16'26", a distance of 233.72 feet; thence S89°09'15"W, a distance of 1276.25 feet; thence N85°54'40"W, a distance of 482.75 feet; thence N89°40'32"W, a distance of 275.53 feet, to a point on the west line of the Northeast 1/4 of said Section 26, from where the Center 1/4 Corner of said Section 26, being marked on the ground by a found no. 6 rebar with a broken cap, flush with ground, bears S00°37'37"E, a distance of 225.04 feet, to a point herein after known as **POINT "A"** and the **POINT OF TERMINUS**.

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Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A LICENSE AREA

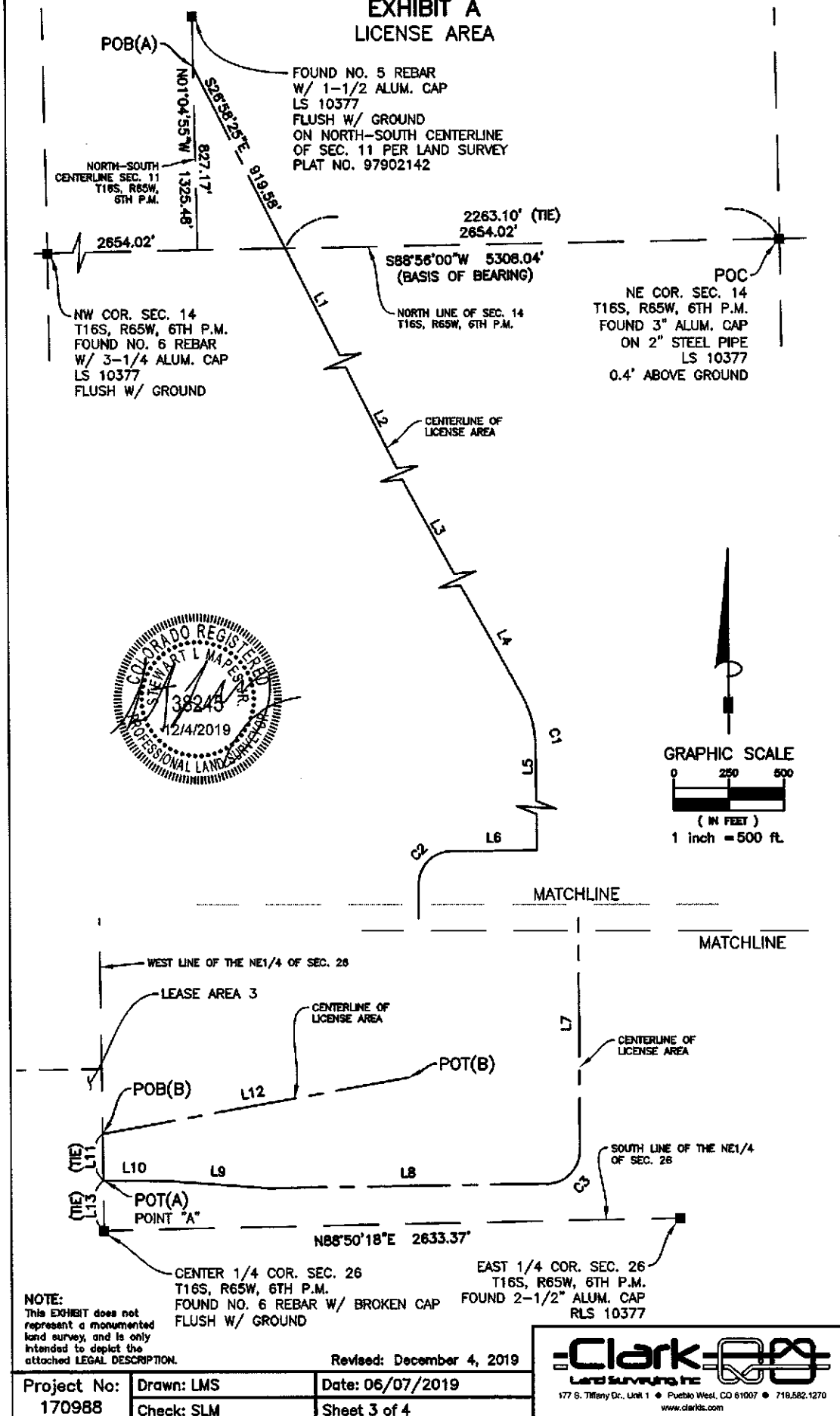


EXHIBIT A LICENSE AREA

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NOTE:
This EXHIBIT does not
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land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Revised: December 4, 2019

Project No: 170988	Drawn: LMS	Date: 06/07/2019
	Check: SLM	Sheet 4 of 4



MEMORANDUM OF LEASE**PIKE SOLAR PHOTOVOLTAIC AND BESS PROJECT**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

juwi Inc.
1710 29th Street
Suite 1068
Boulder, CO 80301
c/o Legal Department

(Space above this line for Recorder's use only)

MEMORANDUM OF
LEASE

PIKE SOLAR PHOTOVOLTAIC AND BESS PROJECT

THIS MEMORANDUM OF LEASE FOR PIKE SOLAR PHOTOVOLTAIC AND BESS PROJECT ("Memorandum") is made as of September 14, 2020 by and between **the City of Colorado Springs, Colorado, a home-rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities** ("Utilities"), and **Pike Solar LLC** ("Lessee").

A. **Lease**. On the date hereof (the "Effective Date") , the Parties have entered into a Lease for Pike Solar Photovoltaic and BESS Project (the "**Lease**") under which Landlord has granted to Lessee a solar energy ground lease which includes additional access and transmission rights for the installation, operation, and maintenance of certain solar energy infrastructure ("Solar Facilities") including: solar energy development and related rights; transmission lines and facilities; monitoring and studying of solar radiation, solar energy and gathering of other meteorological data; and access on, over, and across certain land which is more particularly described in **Exhibit A** attached to this Memorandum and incorporated by this reference (the "**Premises**");

B. **Term**. The term of the Lease commences on the Effective Date and continues for a period of twenty-one (21) years thereafter (unless earlier terminated).

C. **No Title to Solar Facilities**. Lessee at all times during the Term retains title to the Solar Facilities and Landlord has no ownership or other interest in any Solar Facilities installed on

the Premises. Utilities does not now have nor can Utilities grant any lien thereon or other interest in the Solar Facilities.

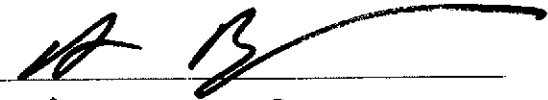
D. **Notice.** The Parties have prepared this Memorandum, which is to be recorded, in order that third parties may have notice of the interests of Lessee in the Premises and of the existence of the Lease and of certain access rights granted to Lessee in the Premises as part of the Lease. This Memorandum will continue to constitute notice of the Lease, even if the Lease is subsequently amended. Nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

E. **Successors and Assigns.** Utilities and Lessee intend that the covenants, conditions and restrictions contained in the Lease will be both personal to Utilities and Lessee and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, will be bound by such covenants, conditions and restrictions.

F. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which will be an original instrument, but all of which, when taken together, will constitute one and the same instrument.

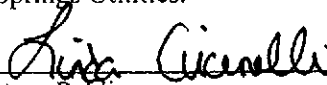
[Signature page follows]

City of Colorado Springs, Colorado,
a home rule city and Colorado municipal corporation,
on behalf of its enterprise Colorado Springs Utilities

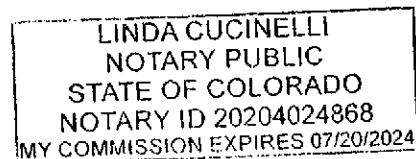
By: 
Name: ARAM BENYAMIN
Title: CEO COLORADO SPRINGS UTILITIES
Date: SEPT. 15th, 2020

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

The foregoing was acknowledged before me this 15th day of September, 2020, by Aram Benjamin of the City of Colorado Springs, Colorado, a home-rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities.


Notary Public

My Commission Expires: 7/20/24



PIKE SOLAR LLC

By: Name: Michael J. MartinTitle: PresidentDate: September 14, 2020

STATE OF COLORADO)
) ss.
 COUNTY OF BOULDER)

The foregoing was acknowledged before me this 14th day of September, 2020, by Michael Martin, as
President of Pike Solar LLC.


 Notary Public

My Commission Expires:

05/10/2023

MICHAEL CRAIG NICHOLS
 NOTARY PUBLIC - STATE OF COLORADO
 NOTARY ID 20194017912
 MY COMMISSION EXPIRES MAY 10, 2023

EXHIBIT A**Premises**

PARCEL	NAME	ACREAGE	COUNTY	STATE	LEGAL DESCRIPTION
56000-00-123	CITY OF COLORADO SPRINGS	3,654.65	EL PASO	COLORADO	S:19 T: 16S R: 64W SE4NW4, LOT 3 & 4 S:30 T:16S R:64W LOTS 1, 2, 3, 4, E2NW4, E2SW4; S:31 T: 16S R:64W W2NW4; E2NW4; S:13 T:16S R:65W ALL EX NW4NE4; S:14 T:16S R:65W E2; S:23 T:16S R:65W E2; S:24 T:16S R:65W ALL; S:25 T:16S R:65W ALL; S:26 T:16S R:65W NE4; S:36 T:16S R:65W N2
56000-00-140	CITY OF COLORADO SPRINGS	1,309.36	EL PASO	COLORADO	S:12 T:16S R:65W ALL EX TR CONV BY BK 5734-253; S:11 T:16S R:65W E2 EX TR CONV BY BK 5734- 253; S:13 T:16S R:65W NW4NE4; S:7 T:16S R:64W NE4SW4, LOTS 3, 4; S:18 T:16S R:64W E2W2, LOTS 1, 2, 3, 4; S:19 T:16S R:64W LOTS 1, 2, NE4NW4

REVOCABLE LICENSE
To: Mountain View Electric
For: Electric Service for The Solar Farm Substation
10730 Irradiance Drive
Williams Creek Reservoir

This Revocable License ("License") is made and entered into this 5th day of December, 2019 (the "Effective Date"), to **Mountain View Electric Association, Inc., a Colorado corporation** ("Licensee"), whose address is P.O. Box 1600, Limon Colorado 80828-1600 by **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation** ("City"), on behalf of its enterprise, Colorado Springs Utilities, ("CSU"), whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado 80903 (both Licensee and City are hereinafter collectively referred to as "Parties").

Recitals

WHEREAS, the City of Colorado Springs on behalf of its enterprise, CSU, owns the property identified as **Tax Schedule Number 56000-00-123** as recorded in the El Paso County Record Under Reception No. 211114840 ("CSU Property"); and

WHEREAS, CSU controls, owns, operates, and maintains, in whole or in part, various utility operations on the CSU Property, including but not limited to a reservoir; and

WHEREAS, Licensee does hereby request a license for the purposes of constructing, and maintaining a 20 foot strip of land for an electric service line as described in Exhibit A and depicted on Exhibit B; and

WHEREAS, CSU has an obligation to protect its utility infrastructure and access to its utility infrastructure on the CSU Property; and

WHEREAS, the Parties hereby enter into this License.

Terms and Conditions

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

1. Granting of License. For and in consideration of **\$10.00** and other good and valuable consideration, CSU hereby grants to Licensee a non-exclusive revocable license, in accordance with the laws of the State of Colorado, the Colorado Springs City Charter and the Colorado Springs City Code, to **enter, occupy and use**, that portion of the CSU Property described by the legal description in Exhibit A, and depicted on Exhibit B, ("License Area") for the purpose of constructing, maintaining and removing **an electric service line** ("Improvements") in, through, over and across the CSU Property. Any permitted improvements installed by Licensee or at the request of Licensee, including utility service lines, serving the License Area are hereby referred to as the "Improvements".

2. Term. The term of this License, in accordance with Article X, Sections 10-60 and 10-100 of the Charter of the City of Colorado Springs, shall be revocable and for a term of twenty-five (25) years commencing on the Effective Date, above, unless this License is sooner revoked. This License may be terminated at any time by CSU's CEO or designee, or as otherwise provided in this License.

3. License Map. Exhibit B is a graphic representation of the License Area. The legal description in Exhibit A describes the License Area. If the legal description in Exhibit A is inconsistent with the graphic representation in Exhibit B, the graphic representation shall be used to resolve the conflict.

4. Improvements. The Improvements allowed by this License must comply with the description in Exhibit C, attached hereto and incorporated by reference, and which has been approved by CSU provided the conditions of this License are met. The Improvements, including the foundation must be ten (10) feet from the existing gas main. Licensee shall, at its own cost and subject to the supervision and control of CSU, locate, construct, operate, and maintain the Improvements to the License Area in such a manner and of such material that the Improvements to the License Area will not at any time be a source of danger to or interference with any of CSU's structures, facilities, or operations. Licensee shall be responsible for any repair and maintenance which is required for the Improvements, including any repair or maintenance that is requested by CSU. All such repair or maintenance shall be completed in a timely manner. Licensee shall keep the Improvements and every part thereof, including any surrounding property, in good condition and appearance. The Improvements must be maintained so that they continue to properly serve the purposes for which they were originally constructed.

Prior to commencing any excavation activity on the License Area, Licensee will cause to be located all other pipelines, cables, pipes, and other underground facilities located in or near the CSU Property, and will notify and obtain any necessary consents from the appropriate owner of such facilities, if required. Licensee acknowledges that CSU owns and operates an underground gas main in the vicinity of the Improvements on the CSU Property.

In no event shall Licensee endanger any of CSU's existing or future improvements or facilities. Additionally, Licensee shall not under any circumstances alter the present grade or ground level of the License Area without the prior written consent of CSU. In no event shall Licensee, whether by act or omission allow the impoundment of any water or other substance on the License Area or the CSU property.

Licensee agrees that Licensee, any of its employees, contractors, representatives, or any other agents, when in or on the CSU Property or exercising any right of ingress or egress, shall have identification available to indicate their business purpose for being on the premises.

5. Ingress and Egress. Licensee and their agents, contractors and representatives shall have and exercise the right of reasonable ingress and egress in, to, through, over, under, and across the CSU Property as necessary to perform construction, reconstruction, operation, use, maintenance, repair, or replacement of the Improvements. Except in emergencies, Licensee shall give CSU reasonable advance notice prior to exercising its rights of ingress and egress. To the maximum practicable extent, Licensee shall use existing gates, roads, trails and facilities to avoid disruption of the CSU's operations and other license holder's operations on the property.

6. Safety and Security. Licensee shall conduct its operations in a safe and prudent manner and in compliance with all applicable federal, state and municipal laws and regulations.

Licensee acknowledges and agrees that CSU may establish reasonable rules and regulations governing access, ingress and egress in order to preserve security of any of the CSU's operations or facilities and to preserve safety for other license holder operations. Licensee shall comply with all such rules.

7. Noninterference with Operation of CSU. Licensee, by accepting this License, expressly agrees for itself, its successors and assigns that it will not interfere in any way with CSU's primary purpose and use of the CSU Property or the operations of any other license holder on the CSU Property. Additionally, Licensee acknowledges that CSU may develop and construct additional utility facilities on the CSU Property, including the License Area, in the future. Licensee shall not engage in, authorize, permit or allow by omission any activity on the License Area or the CSU Property that will interfere with the safety, protection and operation of CSU's utility operations or other municipal operations. In the event the aforesaid covenant is breached, CSU may in its sole discretion revoke this License or allow Licensee an opportunity to cure, or CSU may enter the License Area and abate the interference at the expense of Licensee.

8. Noise, Odor, Vibrations, and Annoyances. Licensee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste on the License Area or annoy, disturb or be offensive to others and shall take all reasonable measures, using the latest known and most practical devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage the CSU Property and to maintain a low sound level in its operations.

9. CSU's Rights Unaffected. CSU shall retain the right to make full use of the License Area, including but not limited to use of License Area for any utility lines, drainage, or otherwise, except for such use as might unreasonable endanger or interfere with the rights of Licensee in its construction, operation or maintenance of the Improvements. CSU will notify Licensee if it has determined in its discretion that it needs to exercise its rights associated with the License Area. CSU agrees to consider the ability to use its adjacent property when making such determination.

10. Surface Restoration to Land/Other Damage. Licensee shall repair or reimburse CSU for the reasonable cost of repair for any physical damage done by or resulting from actions, omissions or operations of Licensee, its employees, contractors, or representatives to the License Area or to any of CSU's existing or future facilities or improvements, whether within or without the License Area. Licensee shall replace any damaged property or reimburse CSU for the reasonable cost of repair or replacement of such property, including, but not limited to, physical damage to any land, articles, landscaping, storage tanks, utility lines (water, wastewater, gas, electric, telephone, cable, or other) and any appurtenances, whether within or without the CSU Property, caused by laying, repairing, replacing, operating, maintaining or removing of the Improvements. Licensee shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible constructing, maintaining, or altering the Improvements in the License Area.

11. Subjacent and Lateral Support. The activities of Licensee, its employees, contractors and representatives relating to the License Area, shall not impair the lateral or subjacent support of any facilities, improvements or property of CSU. To the extent any of the Improvements, now or in the future, impair the lateral or subjacent support of any such facilities or improvements of CSU, or otherwise compromise the integrity of such facilities or improvements, in CSU's sole opinion, Licensee, shall immediately correct the situation to CSU's satisfaction and as provided for

in the Release/Indemnification paragraph below indemnify and hold harmless the City for any injury or damage resulting therefrom.

12. Utilities. For utilities associated with this License Area, Licensee agrees to pay for all utilities used by it, including, but not limited to, deposits, installation costs, meter deposits and all service charges. No such payment shall be considered a payment of rent entitling Licensee to a credit under any other provision of this License. Licensee expressly agrees to comply with all applicable CSU energy conservation programs and with all applicable rules and regulations with respect thereto existing at the commencement of this License or thereafter adopted during the term thereof.

13. Release/Indemnification. Licensee, its employees, contractors and representatives hereby agree to release, discharge, indemnify and hold harmless the City of Colorado Springs, Colorado Springs Utilities, the Colorado Springs City Council, the Utilities Board, and the officers, directors, employees and agents of each, from and against any and all liability for any damages, injuries to the person or property of CSU or Licensee (including but not limited to the Improvements), or any third party, causes of action, demands, or actions of whatsoever kind or nature, arising out of the negligent acts or omissions, or intentional misconduct of Licensee, in connection with or related in any way to this License or the construction, operation, maintenance or existence of the Improvements, unless and to the extent any such damages are proximately caused by CSU's negligent acts or omissions, or intentional misconduct. Licensee shall give CSU timely and reasonable notice of any such claims or actions. Notwithstanding the foregoing, CSU expressly reserves any and all of the protections, defenses, and limitations that it may be afforded under the Colorado Governmental Immunity Act. Additionally, Licensee understands and agrees that the City of Colorado Springs, Colorado Springs Utilities, the Colorado Springs City Council, the Utilities Board and the officers, directors, employees and agents of each shall not be liable for incidental or consequential damages of any kind, including, without limitation, loss of use, lost profits, or increased costs of purchased or replacement materials and equipment caused by either party and concerning any of the properties involved or the Improvements.

The provisions of this paragraph shall survive the expiration or termination of this License, with respect to occurrences during the term of the License.

14. Public Insurance.

a. Licensee shall maintain in full force and effect, during the term of this License, Comprehensive General Public Liability Insurance in the minimum amount of Two Million Dollars (\$2,000,000) bodily injury and property damage combined single limit each occurrence. The required insurance coverage shall also include Broad Form Property Damage, Products-Completed Operations and Explosion, Collapse and Underground Coverage, Personal Injury, Blanket Contractual Coverage for this License and Independent Contractors Coverage.

b. Licensee agrees that CSU shall be named as additional insured under any policy or policies of insurance and the policy or policies shall include the severability of interest "cross over" provision.

c. The Parties understand and agree that the amount of insurance required herein is not less than the minimum required and may become inadequate during the term of this License. Licensee agrees that it will increase such minimum limits by reasonable

amounts upon request of CSU; provided that upon such request, Licensee may decline to increase its insurance amounts and terminate this License.

d. All policies of insurance required herein shall be in a form reasonably required by City and with a company or companies reasonably satisfactory to CSU

e. Licensee shall deliver policies or certificates of required coverage to CSU.

f. At least thirty (30) days before the expiration of any then current policy of insurance, Licensee shall deliver to CSU evidence that such insurance coverage has been renewed. With fifteen (15) days after the date of written notice from insurer of cancellation or reduction in coverage, Licensee shall deliver to CSU Real Estate Services, a policy or certificate of insurance reinstating or otherwise providing the required insurance.

g. Failure to provide and/or maintain the required insurance requirements as set forth herein shall be grounds for revocation of this License.

h. If any claim for damages is filed with CSU or Licensee, or if any lawsuit is instituted against CSU or Licensee, CSU or Licensee shall give prompt and timely notice thereof to the other party, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with Licensee's use of the License Area or Licensee's operations or activities in the License Area and that in any way, directly or indirectly, contingent or otherwise, affect or might reasonably affect CSU or Licensee. Notice shall be deemed prompt and timely if given within fifteen (15) days following the date of receipt of a claim or fifteen (15) days following the date of service of process of a lawsuit. Accident or property damage claims in an amount less than five thousand dollars (\$5,000) shall be excluded from the requirements of this Paragraph.

15. Liens. In no event shall Licensee allow any liens to attach against the CSU Property, including but not limited to the License Area, or any portion thereof, for materials supplied or work performed at the request of, or for the benefit of Licensee, and Licensee shall indemnify and hold CSU harmless from any cost or expense incurred by CSU to release any such liens against the CSU Property.

16. Revocation or Termination. This License may be revoked by CSU at its pleasure upon written notice by CSU in accordance with the powers granted in Article X, Section 10-100 of the Charter of the City of Colorado Springs. Licensee may terminate this License at its pleasure upon written notice to CSU. Upon revocation, Licensee, its employees, contractors and representatives, may be reasonably required by CSU to remove any Improvements and restore, replace, or repair the CSU Property, including, but not limited to, the License Area, to the original condition as near as may be reasonable possible or reimburse CSU for the cost of doing the same. Notwithstanding the foregoing, Licensee, its employees, contractors and representatives, shall not cause damage to or compromise the integrity of any of CSU's property, real or personal, when removing any Improvements or restoring, replacing, or repairing such property. If the Improvements are not promptly removed, such Improvements shall become the sole property of CSU at its option. CSU reserves the right to require Licensee to remove any Improvements on the License Area. Except for those situations caused by CSU's negligent acts, omissions, or intentional misconduct, CSU shall be under no obligation to reimburse Licensee for any sums of money expended for any Improvements or in making any improvements or repairs on the License Area.

17. Disclaimers.

a. **Title.** CSU hereby EXPRESSLY DISCLAIMS ANY WARRANTY OF TITLE with respect to the License Area. Licensee is relying on its own investigations as to the adequacy of title to the License Area for its use under this agreement. Without limiting the foregoing, the grant of rights set forth herein is subject to all easements, restrictions, reservations, and rights of way of record.

b. **Physical Condition.** CSU DISCLAIMS ANY WARRANTY WITH RESPECT TO THE PHYSICAL CONDITION of the License Area, including, without limitations, the fitness of such property for any particular purpose and/or the condition of the soils contained therein. Licensee acknowledges that it is accepting its right to use the License Area on an AS-IS, WHERE-IS, and with all faults basis. Licensee specifically acknowledges that CSU has significant utility infrastructure within the CSU Property, and specifically within the License Area there are gas mains.

18. Environmental. For purpose of this Section, the following words and phrases shall have the following meanings:

“Environmental Requirements” shall mean any applicable environmental local, state and federal statutes, laws, rules and regulations, and all directives, orders, permits, licenses issued by, and environmental plans approved by, local, state and federal agencies, or by municipal, state, and federal courts that are now in effect or are hereinafter enacted, promulgated, issued, or approved.

“Hazardous Environmental Condition” shall mean the presence on the property described in Paragraph 1 of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (as defined by the Solid Waste Disposal Act as amended from time to time), or any hazardous substance or material including, but not limited to, petroleum and petroleum products, radioactive materials (as defined by the Atomic Energy Act of 1954 as amended from time to time), and all substances which are listed under 40 CFR 302 and 40 CFR 355, 49 CFR 172 and 29 CFR 1910.120.

“Environmental Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment of five (5) gallons or more of a Hazardous Substance or Hazardous Material. However, any release required to be reported to any governmental or regulatory agency shall also be reported to CSU

“Hazardous Substance” or “Hazardous Material” shall mean any and all substances, materials, and wastes that are or become regulated under any Environmental Requirement, including, but not limited to, asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive materials, pesticides, and all substances which are currently listed or may be listed in the future under 40 CFR 302, 40 CFR 35, 49 CFR 172, and 29 CFR 1910.120, and other substances which may be listed under any Environmental Federal or State statute.

Licensee shall comply with all Environmental Requirements in its use of the License Area. Licensee, its employees, contractors and representatives, shall not cause by their respective willful, wanton or negligent acts or omissions, the unpermitted release or presence on CSU Property of oil or hazardous substances, or any other material or substance that violates any Environmental Requirements. Licensee agrees to defend, indemnify and hold harmless CSU, the City of Colorado Springs, the Colorado Springs City Council, Utilities Board, and their officers, directors, employees and agents, from those costs or claims caused by the willful, wanton or negligent failure of

Licensee, its employees, contractors and representatives to comply with Environmental Requirements. Licensee shall not be responsible for any Hazardous Environmental Condition (as defined above) brought onto the CSU Property by CSU or caused by the willful, wanton or negligent failure of CSU, its employees, contractors and representatives.

Licensee shall immediately report to CSU, and to the extent unreported by Licensee, CSU shall immediately report to Licensee, any of the following events or conditions arising out of Licensee's use or occupancy of the License Area: (i) the Environmental Release or threatened Environmental Release of Hazardous Substances or Hazardous Materials at, to, from, on, or through the CSU Property, including the License Area and any responses to Licensee or any governmental agency, and (ii) exposure of any person to any Hazardous Substance or Hazardous Material. Licensee and CSU shall immediately report to the other party any claim, demand, action or notice made against Licensee or CSU with regard to the other party any claim, demand, action or notice made against Licensee or CSU with regard to any violation or alleged violation of any Environmental Requirement relative to Licensee's use and occupancy of the License Area or the CSU Property, and each party shall immediately provide the other party with copies of any written claims, demands, actions, or notices so made.

CSU and Licensee agree to provide to the other party all non-privileged correspondence, notices, approvals, certifications, reports, test results, submissions and all written communication regarding an Environmental Release or threatened Environmental Release of any Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of CSU Property. CSU and Licensee agree to provide the other party all written submissions regarding the environmental condition arising out of Licensee's use and occupancy of the License Area or use of the CSU Property within three (3) business days that the same are provided to or by a governmental entity.

In the event of the Environmental Release of any Hazardous Substance or Hazardous Material as a result of Licensee's use or occupancy of the License Area or use of the CSU Property, Licensee shall immediately control and remediate the contaminated media as provided by and to the standards applicable under the Environmental Requirements.

Licensee shall undertake any work necessary to remediate or remove any Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of the CSU Property as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring Licensee's property in the License into compliance with all applicable Environmental Requirements. Any work conducted for such purpose shall be conducted at Licensee's expense after Licensee submits to CSU and any appropriate governmental authority a written plan for completing such work and receives the prior written approval of CSU and such other governmental authorities. CSU shall have the right to inspect at CSU's own expense such work at any time using consultants and representatives of their choice.

At the request of CSU, which shall only occur if CSU provides Licensee with a written description of facts providing a reasonable basis to conclude that Licensee is using or permitting use of the License Area in violation of this Section 17, Licensee shall conduct such testing, monitoring, sampling, and analysis as is reasonably necessary to ascertain (i) whether Licensee is using the License Area in compliance with all Environmental Requirements or (ii) whether there has been an Environmental Release of a Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of the CSU Property. Any such tests, monitoring, sampling, and analysis shall be conducted by qualified independent experts chosen by

Licensee and subject to reasonable approval by CSU. Copies of results from and reports of such testing, monitoring, sampling, and analysis shall be promptly provided to CSU.

If Licensee fails to comply with any Environmental Requirements, CSU, in addition to its other rights and remedies under this License, and at its election, may enter the License Area and take such measures as may be reasonable and necessary to ensure compliance with Environmental Requirements, and may charge Licensee for its costs arising out of Licensee's use and occupancy of the License Area or use of the CSU Property.

Licensee specifically recognizes that CSU is held to strict compliance and may be responsible for any resulting penalties with respect to failure to comply with Environmental Requirements. Licensee therefore agrees to respond immediately, at CSU's demand, to any violations of any applicable Environmental Requirements caused by Licensee's use and occupancy of the License Area or use of the CSU Property.

19. Compliance with Laws. All construction and excavation activities carried on by Licensee on or about the property pursuant to this License shall be conducted in accordance with all applicable local, state, or federal requirements, specifications, laws and regulations. All construction, installation, maintenance and repair work performed by or on behalf of Licensee or on or in the CSU Property shall be performed in a manner and with such safeguards as are reasonably necessary to avoid any personal injury or property damage.

20. Governmental Immunity Act. Nothing in this License shall be interpreted to limit or prevent the protections afforded to CSU under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

21. No Joint Venture. In the performance of Licensee's obligation under this License, it is understood, acknowledged and agreed between the parties that Licensee is at all times acting and performing independently from CSU, and that CSU shall neither have nor exercise any control or direction over the manner and means by which Licensee performs Licensee's obligations under this License, except as otherwise stated in this License. Licensee understands and agrees that Licensee its, employees, agents, servants, or other personnel are not CSU employees. Licensee shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Licensee or any of Licensee's employees, agents, servants, or other personnel performing service under this License.

22. Entire Agreement. This License represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by CSU and Licensee.

23. Notice. All notices necessary or required under this License shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to CSU:

Colorado Springs Utilities
Development Services
P. O. Box 1103, Mail Code 1812
Colorado Springs, Colorado 80947

If to Licensee:

Mountain View Electric Association, Inc.
Attn: Jim C. Herron
P.O. Box 1600
Limon, Colorado 80828-1600

With a copy to:

Real Estate Services
Manager
City of Colorado Springs
P.O. Box 1575, Mail Code 525
Colorado Springs, Colorado 80901-1575

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

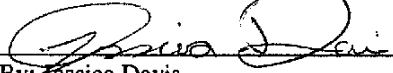
21. Survival of Obligations. All express representations and indemnifications shall survive this License, including any duties or obligations that are required in the event of termination.

22. Governing Law and Jurisdiction. This License shall be governed by and interpreted in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. The Parties consent to venue and jurisdiction in the District Court in and for El Paso County, Colorado, or in the United States District Court for the District of Colorado in any action commenced relating to this License or the transactions contemplated hereby.

Signatures on next page.

Signature Page

Executed by Colorado Springs Utilities,
an enterprise of the City of Colorado Springs:


By: Jessica Davis
Its: Principal Land Resource Specialist

Date: 12/5/19

Executed by the Licensee,


By: Jim C. Herron
Its: Chief Executive Officer

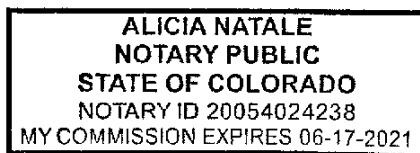
Date: 10/31/2019


State of Colorado)
)ss.
County of El Paso)

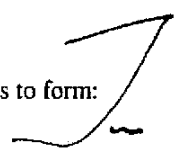
The foregoing instrument was acknowledged before me this 31st day of October 2019, by Jim C. Herron as Chief Executive Officer of Mountain View Electric Association, Inc., a Colorado corporation.

Witness my hand and official seal

My commission expires: 6/17/2021




Notary Public

Approved as to form: 

Print Name: TIM SCHENDEL 10/27/19
City Attorney's Office - Utilities Division



EXHIBIT A

August 22, 2019

A portion of that parcel of land as described in that Special Warranty Deed, recorded November 21, 2011 as Reception No. 211114840, also located in the NE1/4 and the SE1/4 of Section 26, Township 16 South, Range 65 West, being more particularly described as follows:

A strip of land, 20 feet in width, lying 10 feet on each side of the following described centerline:

COMMENCING at the Center 1/4 Corner of Section 26, monumented by a No. 6 rebar with a broken cap; thence along the South line of the Northeast 1/4 of said Section 26, N88°50'18"E, (Bearings are based on the South line of the Northeast 1/4 of Section 26, Township 16 South, Range 65 West, being monumented at the Center 1/4 Corner of said Section 26 by a No. 6 rebar with a broken cap, flush with grade, and at the East 1/4 corner of said Section 26 by a 2 1/2" aluminum cap, stamped "RLS 10377," flush with grade, and measured to bear N88°50'18"E, a distance of 2,633.37 feet), a distance of 1740.91 feet; thence leaving said South line, S06°16'02"E, a distance of 16.98 feet, to the **POINT OF BEGINNING**; thence N06°16'02"W, a distance of 366.21 feet, to the **POINT OF TERMINUS**.

Sidelines of said strip extend or shorten as necessary to intersect the lines that the **POINT OF BEGINNING** and **POINT OF TERMINUS** are part of.

Containing 7,324 Sq. Ft. or 0.168 acres, more or less.



8/23/2019

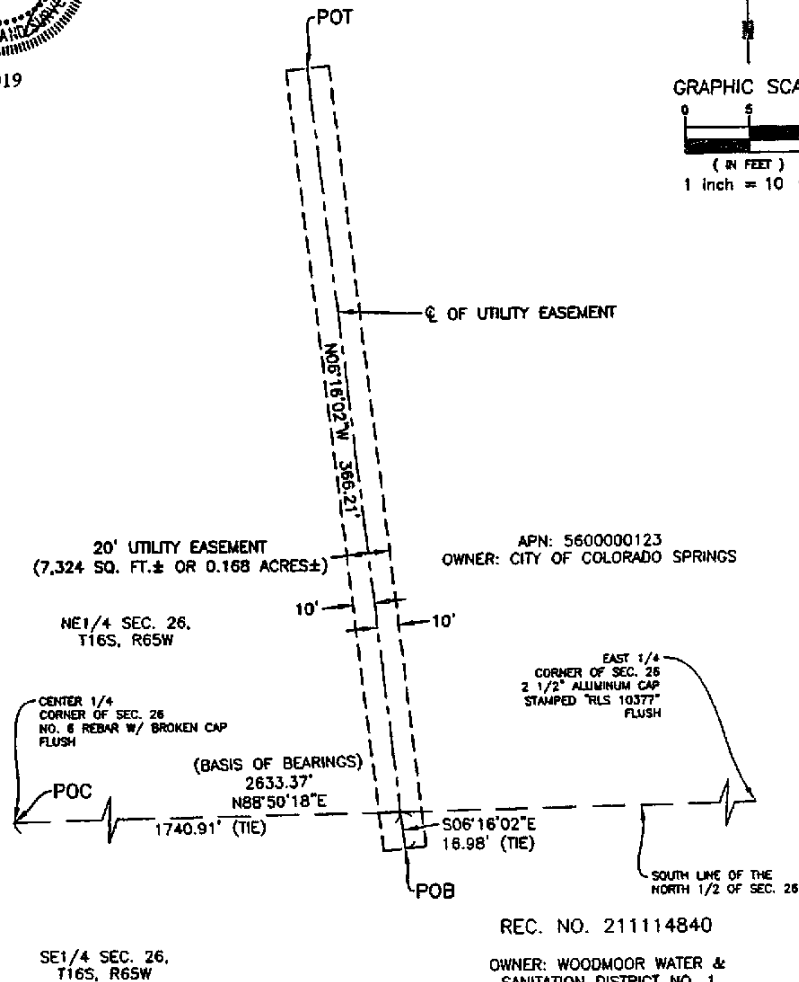
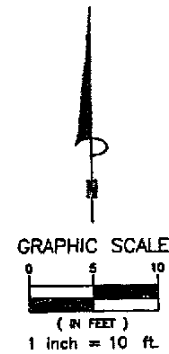
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 ☒ Pueblo West, CO 81007 ☒ 719.582.1270

170988 MYEA EASEMENT.docx

www.clarks.com

Sheet 1 of 2

EXHIBIT B

NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

REC. NO. 211114840
OWNER: WOODMOOR WATER &
SANITATION DISTRICT NO. 1

-Clark- 
Land Surveying, Inc.
177 S. Tenny Dr. Unit 1 • Pueblo West, CO 81007 • 719.582.1277
www.clarkls.com

Project No: 170988	Drawn: DWC	Date: 8/22/2019
	Check: SLM	Sheet 2 of 2



**ADMINISTRATIVELY APPROVED PERMIT
ISSUED TO CONDUCT A
DESIGNATED ACTIVITY OF STATE INTEREST
OR
TO ENGAGE IN DEVELOPMENT IN A
DESIGNATED AREA OF STATE INTEREST
IN
EL PASO COUNTY, COLORADO**

Pursuant to Guidelines and Regulations for Areas and Activities of State Interest of El Paso County (the "Regulations") heretofore adopted by the Board of County Commissioners, the Executive Director of the Planning and Community Development Department (the "Director"), acting pursuant to Section 2.202 of the Regulations, and on behalf of the Board of County Commissioners, has received an application from **Palmer Solar, LLC**, as co-applicant, (hereinafter "Developer"), as owners and applicants (hereinafter "Owner", "Applicant", and "Developer" for an Administratively Approved Permit to conduct the following matter(s) of state interest:

Site Selection and Construction of Major Facilities of a Public Utility

and has approved that application (AASI-18-006).

This Administratively Approved Permit authorizes the Applicant to conduct the following activity/development:

Construction of the Palmer-Williams Creek Solar Array Project, which anticipates a 60 MW maximum energy generating capacity and a point of interconnection with CSU (Colorado Springs Utilities) at a location along the eastern portion of the project adjacent to an existing transmission line.

On the tracts of land described in Exhibit A (attached).

For the following period: five (5) years expiring February 21, 2024.

In accordance with the plans and/or specifications approved by the Director on February 21, 2019, as well as the guidelines for administration adopted by the County for:

Site Selection and Construction of Major Facilities of a Public Utility

On the condition that the Applicant proceeds in conformity with all applicable federal and state statutes, regulations and permits as well as all applicable local land use controls including, but not limited to, applicable comprehensive or master plans, subdivision regulations, zoning and building codes.

And on the following additional conditions:

1. Prior to excavation or construction, approval of a site development plan by El Paso County Planning and Community Development (PCD) for the solar array facility is required. The site development plan application shall include, but may not be limited to the following information:
 - a. Site development plan drawings;
 - b. Final drainage report;
 - c. Stormwater Management Plan and Report (SWMPR);
 - d. Erosion and Stormwater Quality Control Permit (ESQCP);

- e. Any permits required by the Colorado Department of Public Health and Environment, if needed;
 - f. Detailed reseeding plan;
 - g. Lighting plans and detailed specifications, including plans and specifications for temporary lighting, as applicable;
 - h. Sign plans, if signage is proposed;
 - i. Elevations of any above ground structures;
 - j. Emergency response plan, to be prepared in coordination with and acceptable to the El Paso County Office of Emergency Management;
 - k. Noxious weed management plan, to be prepared in coordination with and acceptable to El Paso County Environmental Services; and
 - l. Colorado Department of Health and Environment (CDPHE)-accepted surface and groundwater quality monitoring plans, if required.
2. The activity shall be conducted in accordance with the regulations of El Paso County and the accompanying documents/reports in the Planning and Community Development file for the matter of state interest permit application (AASI-18-006).
3. The Applicant shall provide copies of all required state and County air quality permits prior to approval of a site development plan application.
4. The Applicant shall comply with all applicable local, State, and Federal laws and regulations regarding the use, disposal, storage, and transportation of solid and/or hazardous materials on and off site.
5. Any signage must be approved by the El Paso County Planning and Community Development Department in accordance with Chapter 6 of the El Paso County Land Development Code pursuant to submittal of a separate application for a sign permit.
6. Site lighting, including temporary lighting, will be limited to that shown on the site development plan. All light fixtures shall be directional and positioned so that the light sources are concealed and fully shielded from adjacent properties and public roadways.
7. Operations shall comply with the County Noise Ordinance. If complaints occur, the County may require that the Applicant conduct additional testing to determine noise levels associated with construction or vehicle traffic noise levels. The County may require changes to the hours of operation or require installation of noise controls to achieve acceptable levels as defined in the County Noise Ordinance.
8. The applicant shall comply with federal and state laws, regulations, ordinances, review and permit requirements of applicable agencies including, but not limited to: Colorado Division of Wildlife, Colorado Department of Transportation, Colorado Department of Public Health and Environment, State Engineer's Office, United States Army Corps of Engineers (USACOE), Environmental Protection Agency, FEMA, and the United States Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.
9. Any coordination and/or action required by the United States Fish and Wildlife Service or Colorado Parks and Wildlife which may be necessary to address the avoidance or mitigation of impacts of any current or future federally listed or locally sensitive species shall be considered binding. Copies and/or written notice of all documented coordination and/or required action shall be provided to the Planning and Community Development Department within 30 days of receipt by the applicant.

10. The hours of operation during the construction and long term maintenance of the project shall be limited to seasonal day time hours unless otherwise authorized by the Planning and Community Development Department Director prior to the proposed construction and/or maintenance. Requests to conduct nighttime construction activities shall be submitted to the PCD Director at least two business days prior to the time of the proposed construction. Any failure by the PCD Director to respond to the requests within two business days shall be interpreted as an approval of the request.
11. Within the first twelve months of operation, any complaints received by the County or the Developer, related to hazard or safety concerns pertaining to glare from the solar array shall be forwarded to the Developer. It shall be Developer's responsibility to resolve such complaints. The Developer shall have 30 days to assess the complaint and, if the occurrence of a hazard or safety concern is confirmed, then Developer shall propose a remedial plan to the County for review and approval by the PCD Director. If the Developer has not addressed glare complaints to the satisfaction of the PCD Director, the Board of County Commissioners, at an open and public hearing, shall have the authority to review the complaint and may require additional and reasonable mitigation or remedial actions. Such mitigation or remedial actions shall be based on the available evidence including a study, commissioned by the County, completed by an independent evaluator approved by mutual consent of the Parties, at the expense of the Developer, and/or a glare analysis provided by the Developer.
12. At least six (6) months prior to the initiation of decommissioning activities, Developer shall prepare a Project Decommissioning and Site Restoration Plan ("PDSRP") prepared in sufficient detail to identify, evaluate, and resolve all major deconstruction, environmental, hauling, and public health and safety issues reasonably anticipated by the Developer on the date thereof and submit the same to the County for review and approval. The PDSRP shall describe the process that will be used to evaluate the options and select the measures that will be taken to restore, reclaim, or preserve the project site and to otherwise ensure the protection of the public against risks or dangers resulting from the project decommissioning. The PDSRP shall address provision for funding or bonding arrangements to meet the project site restoration or management costs and it shall include an estimate of market value of the equipment and salvage value of all other equipment and materials that do not have value at resale.
13. Developer, its successors or assigns, as the case may be, shall provide financial assurances sufficient for decommissioning costs in the form of a performance bond, guaranty or letter of credit, or cash to ensure the availability of funds for such costs to El Paso County no later than the beginning of year twenty (20) following the date of initial delivery of power. An updated engineering estimate of the amount of the decommissioning costs shall be provided by the developer to the County at least sixty (60) days and no sooner than ninety days prior to providing financial assurances to the County. If decommissioning should occur prior to year 20, an updated engineering estimate of the amount of the decommissioning costs shall be provided by the developer to the County at least 60 days and no sooner than 90 days prior to the start of decommissioning activities.
14. Applicant shall provide notice to the Planning and Community Development Department of the date of initial delivery of power to the existing utility distribution system within 30 days following such date.

15. Issuance of this Permit is only valid with the approval of the approved Wind and/or Solar Energy General Plan Overlay (WSE-O-18-001) District rezoning request. Approval of this Permit is limited as depicted on the WSE-O plan.
16. No expansion, enlargement, or modification of the activity shall be allowed, except that the Applicant shall be authorized to install technological upgrades to the existing facilities, which may result in an increase to the maximum energy generating capacity of 60 MW. Under no circumstances shall such technological upgrades result in an increase in the area or height of development nor shall any upgrade result in a reduction in the facility setbacks as depicted on the WSE-O plan.

This Administratively Approved Permit is valid for use only by the Applicant and may not be transferred unless consent is given by the County pursuant to Section 2.506 of the El Paso County Guidelines and Regulations for Areas and Activities of State Interest. In the event that the Applicant fails to take substantial steps to initiate the above development or activity within twelve (12) months from the date of this permit or, if such steps are taken, in the event the Applicant fails to complete the development or activity with reasonable diligence, this Administratively Approved Permit may be revoked by the Planning and Community Development Director.

Date: February 21, 2019

File: AASI-18-006

EL PASO COUNTY PERMIT AUTHORITY,
ACTING THROUGH THE EXECUTIVE
DIRECTOR OF THE PLANNING AND
COMMUNITY DEVELOPMENT DEPARTMENT


By: Craig Dossey, Executive Director

EXHIBIT A

A parcel of land located within Sections 22, 25, 26, 27, 28, & 35, Township 16 South, Range 65 West of the 6th Principal Meridian, County of El Paso, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 26, monumented by a 3" aluminum cap, stamped "RLS 10377," 0.5 feet above grade; thence along the East line of said Section 35, S00°45'31"E, (Basis of bearings is the West line of the Northwest 1/4 of Section 27, Township 16 South, Range 65 West of the 6th P.M., being monumented at the North end by a found 2-1/2" aluminum cap stamped "PLS 22095", flush with grade, and at the South end by a found 2-1/2" aluminum cap stamped "PLS 22095", flush with grade, and measured to bear S00°50'46"E, a distance of 2643.10 feet), a distance of 2641.45 feet, to the East 1/4 Corner of said Section 35, monumented by a 3-1/2" aluminum cap, stamped "RLS 10377," 0.5 feet above grade; thence along the South line of the Northeast 1/4 of said Section 35, S88°52'48"W, a distance of 480.69 feet; thence leaving said South line, N00°08'07"W, a distance of 1.72 feet, to the POINT OF BEGINNING; thence S88°50'09"W, a distance of 2239.08 feet; thence N06°59'54"W, a distance of 498.04 feet; thence N00°00'00"W, a distance of 1866.19 feet; thence N50°38'54"E, a distance of 475.76 feet; thence N15°31'27"E, a distance of 960.74 feet; thence N01°47'38"W, a distance of 1073.26 feet; thence N51°14'18"W, a distance of 1264.57 feet, thence N00°31'16"W, a distance of 122.37 feet; thence S89°12'01"W, a distance of 5600.78 feet; thence S32°26'06"W, a distance of 226.78 feet; thence S17°21'20"W, a distance of 138.27 feet; thence S36°31'20"W, a distance of 1212.24 feet; thence S42°41'59"W, a distance of 504.07 feet; thence S88°57'14"W, a distance of 371.36 feet; thence N00°55'13"W, a distance of 186.30 feet; thence S89°04'47"W, a distance of 768.24 feet; thence N08°32'57"W, a distance of 2499.55 feet; thence N35°16'33"W, a distance of 416.95 feet; thence N00°59'57"W, a distance of 886.83 feet; thence N90°00'00"E, a distance of 1062.83 feet; thence N78°55'28"E, a distance of 126.03 feet; thence N01°18'23"W, a distance of 1084.07 feet; thence N10°46'45"E, a distance of 780.90 feet; thence N00°00'00"W, a distance of 694.08 feet; thence N90°00'00"E, a distance of 736.94 feet; thence S48°17'37"E, a distance of 66.52 feet; thence S68°00'13"E, a distance of 316.80 feet; thence S45°52'59"E, a distance of 418.47 feet; thence S07°18'06"E, a distance of 1436.17 feet; thence S29°49'05"W, a distance of 683.40 feet; thence S56°06'29"W, a distance of 141.04 feet; thence S00°00'00"E, a distance of 141.02 feet; thence S05°11'54"E, a distance of 814.71 feet; thence S70°20'03"E, a distance of 2182.44 feet; thence S00°00'00"E, a distance of 432.68 feet; thence N89°12'01"E, a distance of 4051.24 feet; thence N00°31'16"W, a distance of 230.97 feet; thence N89°22'23"E, a distance of 460.00 feet; thence N00°37'37"W, a distance of 675.42 feet; thence N89°12'01"E, a distance of 2770.07 feet; thence S00°46'02"E, a distance of 1386.57 feet; thence S88°50'18"W, a distance of 554.58 feet; thence S00°08'07"E, a distance of 5281.58 feet to the POINT OF BEGINNING.

Containing 30,970,372 Square Feet or 710.982 acres, more or less.

CONVENIENCE DEED ONLY
NO STATE DOC FEE REQUIRED

Special Warranty Deed

CORUNDUM PROPERTIES V, LLC, a Delaware limited liability company, whose address is 1 South Nevada Avenue, Suite 200, Colorado Springs, Colorado 80903, ("Grantor"), for the consideration of FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00) paid, does hereby grant and convey to the CITY OF COLORADO SPRINGS, COLORADO, a home rule city and Colorado municipal corporation, whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado 80903, County of El Paso, State of Colorado, as Grantee, the following real property situated in the City of Colorado Springs, El Paso County, in the State of Colorado, to wit:

The property is legally described on "Exhibit A", and depicted on "Exhibit B" both attached hereto and made a part hereof, with all its appurtenances and warrants the title to the same against all persons claiming the whole or any part thereof by, through or under Grantor, subject to easements, conditions, and restrictions of record.

Signed this 11TH day of DECEMBER, 2020.

Grantor:

Corundum Properties V, LLC, a Delaware
limited liability company

By: Corundum Partners, Inc., a
Minnesota corporation

Its: Managing Member

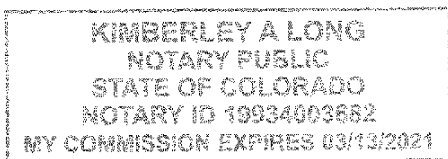
By: [Signature]
Ronald S. Johnson, President

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 11th day of December 2020, by Ronald S. Johnson, President of Corundum Partners, Inc., Managing Member of Corundum Properties V, LLC, a Delaware limited liability company.

Witness my hand and official seal

My Commission expires: 3/13/21



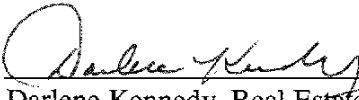
[Signature]
Notary Public

Special Warranty Deed
Corundum

Grantee:

CITY OF COLORADO SPRINGS, Colorado, a home rule city
and Colorado municipal corporation

Accepted:

By: 
Darlene Kennedy, Real Estate Services Manager

12/11/2020
Date

Colorado Springs Utilities:

By: 
Jessica Davis, Land Resource Manager

Approved as to Form:

By: 
Office of the City Attorney

RES File No. 19891
Resolution No. _____

Exhibit A

A parcel of land lying within Section 2 and Section 11, Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado, being more particularly described as a portion of that land conveyed by Special Warranty Deed as recorded in the Real Property Records of El Paso County, Colorado at reception number 210014782.

Basis of Bearings: A line beginning at the East 1/16 (One Sixteenth) corner of said Section 2, being monumented by a ¾ inch diameter rebar with a 2 ½ inch diameter aluminum cap stamped "CCES T15S R65W S35 S2 E 1/16 T16S 2007 PLS 30118" and terminating at the Northeast corner of said Section 2, monumented by a 2-3/8ths inch diameter metal pipe with a 3-1/2 inch diameter aluminum cap stamped "SEC 35 SEC 36 SEC 1 SEC 2 LS 9489 T16S R65W", said line is assumed to bear North 89 Degrees 26 Minutes 29 Seconds East, a distance of 1323.58 feet.

Commencing at the aforementioned East 1/16th (One Sixteenth) corner;

Thence North 89 Degrees 26 Minutes 29 Seconds East, coincident with the north line of said Section 2, a distance of 784.93 feet;

Thence South 0 Degrees 33 Minutes 31 Seconds East, departing from said north line, a distance of 30.00 feet to a point coincident with the southerly right-of-way line of the 60-foot-wide right-of-way for Squirrel Creek Road and the true **Point of Beginning**;

Thence North 89 Degrees 26 Minutes 29 Seconds East, coincident with said southerly right-of-way, a distance of 366.57 feet to a point coincident with the east line of that 36-foot-wide ingress and egress access easement as recorded in Book 5896 at Page 387 in said real property records;

Thence South 2 Degrees 32 Minutes 21 Seconds West, departing said southerly right-of-way and coincident with said east line, a distance of 38.48 feet;

Thence South 0 Degrees 44 Minutes 00 Seconds West, coincident with said east line, a distance of 449.97 feet;

Thence South 2 Degrees 02 Minutes 20 Seconds West, coincident with said east line, a distance of 243.82 feet;

Thence South 0 Degrees 38 Minutes 06 Seconds East, coincident with said east line, a distance of 457.24 feet;

Thence South 18 Degrees 16 Minutes 57 Seconds East, coincident with said east line, a distance of 397.17 feet;

Thence South 0 Degrees 58 Minutes 10 Seconds East, coincident with said east line, a distance of 358.13 feet;

Thence South 1 Degrees 05 Minutes 41 Seconds East, coincident with said east line, a distance of 365.59 feet;

Thence South 1 Degrees 28 Minutes 05 Seconds East, coincident with said east line, 116.00 feet;

Thence South 39 Degrees 30 Minutes 35 Seconds West, departing said east line, a distance of 1232.02 feet, to a point coincident with an angle point in the south line of that public utility easement as recorded in said real property records at reception number 211013475;

Thence South 63 Degrees 19 Minutes 47 Seconds West, coincident with the southeasterly line of said public utility easement, a distance of 424.90 feet;

Thence South 40 Degrees 49 Minutes 47 Seconds West, coincident with said southeasterly line, a distance of 192.25 feet;

Thence South 4 Degrees 55 Minutes 54 Seconds East, coincident with said southeasterly line, a distance of 100.53 feet;

Thence South 84 Degrees 52 Minutes 57 Seconds West, coincident with said southeasterly line, a distance of 50.02 feet;

Thence North 5 Degrees 07 Minutes 01 Seconds West, coincident with said southeasterly line, a distance of 51.82 feet;

Thence South 40 Degrees 49 Minutes 47 Seconds West, coincident with said southeasterly line, a distance of 516.94 feet to a point coincident with the northwesterly boundary of the parcel of land described as "Parcel A" in that Special Warranty Deed as recorded in said real property records at reception number 201140882;

Thence South 88 Degrees 52 Minutes 29 Seconds West, coincident with said northwesterly boundary, a distance of 4.57 feet;

Thence South 0 Degrees 46 Minutes 58 Seconds East, coincident with said northwesterly boundary, a distance of 1201.86 feet to the most easterly corner of said westerly boundary;

Thence South 88 Degrees 50 Minutes 47 Seconds West, coincident with said northwesterly boundary, a distance of 928.66 feet to the most northerly corner of the most westerly line of said "Parcel A";

Thence South 0 Degrees 52 Minutes 41 Seconds East, coincident with said most westerly line, a distance of 3974.24 feet to the southwest corner of said "Parcel A";

Thence North 88 Degrees 50 Minutes 44 Seconds East, coincident with the south line of said "Parcel A", a distance of 57.64 feet to the northwest corner of that parcel of land as described in that Warranty Deed as recorded in said real property records at reception number 097046158;

Thence South 1 Degrees 04 Minutes 05 Seconds East, coincident with the west line of said parcel, a distance of 772.75 feet, to a point coincident with the most southerly corner of said public utility easement as recorded at reception number 211013475 in said real property records;

Thence North 26 Degrees 52 Minutes 42 Seconds West, departing said west line and coincident with the southwesterly line of said public utility easement, a distance of 1018.53 feet;

Thence North 63 Degrees 16 Minutes 10 Seconds East, coincident with said southwesterly line, a distance of 216.09 feet;

Thence North 0 Degrees 51 Minutes 58 Seconds West, departing said southwesterly line, a distance of 3696.74 feet;

Thence North 21 Degrees 34 Minutes 13 Seconds East, a distance of 466.03 feet;

Thence North 40 Degrees 49 Minutes 47 Seconds East, a distance of 2052.08 feet;

Thence North 63 Degrees 19 Minutes 47 Seconds East, a distance of 447.69 feet;

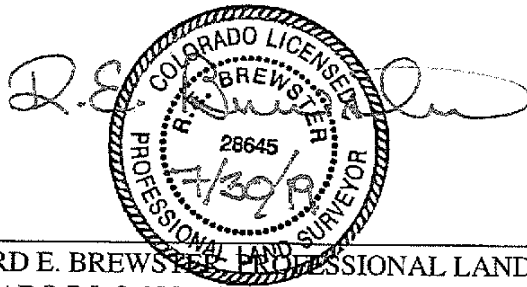
Thence North 39 Degrees 30 Minutes 35 Seconds East, a distance of 639.11 feet;

Thence North 0 Degrees 45 Minutes 13 Seconds West, a distance of 2717.08 feet to the **Point of Beginning**.

The above described parcel contains 3,197,601 Sq. Ft. or 73.407 Acres of land, more or less.

LEGAL DESCRIPTION STATEMENT:

I, RICHARD E. BREWSTER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.



RICHARD E. BREWSTER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 28645
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

TD1000

NO STATE DOC FEE REQUIRED

Electronically Recorded Official Record
 Chuck Broerman, Clerk and Recorder
 TD1000 Y

Special Warranty Deed


CORUNDUM PROPERTIES V, LLC, a Delaware limited liability company, whose address is 1 South Nevada Avenue, Suite 200, Colorado Springs, Colorado 80903, ("Grantor"), for the consideration of FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00) paid, does hereby grant and convey to the CITY OF COLORADO SPRINGS, COLORADO, a home rule city and Colorado municipal corporation, whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado 80903, County of El Paso, State of Colorado, as Grantee, the following real property situated in the City of Colorado Springs, El Paso County, in the State of Colorado, to wit:

The property is legally described on "Exhibit A", and depicted on "Exhibit B" both attached hereto and made a part hereof, with all its appurtenances and warrants the title to the same against all persons claiming the whole or any part thereof by, through or under Grantor, subject to easements, conditions, and restrictions of record.

Signed this 11TH day of DECEMBER, 2020.

Grantor:
Corundum Properties V, LLC, a Delaware
limited liability company

By: Corundum Partners, Inc., a
Minnesota corporation
Its: Managing Member

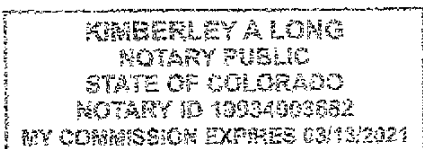
By: 
Ronald S. Johnson, President

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 14th day of December 2020, by Ronald S. Johnson, President of Corundum Partners, Inc., Managing Member of Corundum Properties V, LLC, a Delaware limited liability company.

Witness my hand and official seal

My Commission expires: 3/13/21



Kimberley A. Lane
Notary Public

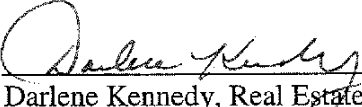
RES File No. 19891
Resolution No.

Special Warranty Deed
Corundum

Grantee:

CITY OF COLORADO SPRINGS, Colorado, a home rule city
and Colorado municipal corporation

Accepted:

By: 
Darlene Kennedy, Real Estate Services Manager

12/11/2020
Date

Colorado Springs Utilities:

By: 
Jessica Davis, Land Resource Manager

Approved as to Form:

By: 
Office of the City Attorney

RES File No. 19891
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Exhibit A

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Basis of Bearings: A line beginning at the East 1/16 (One Sixteenth) corner of said Section 2, being monumented by a ¾ inch diameter rebar with a 2 ½ inch diameter aluminum cap stamped "CCES T15S R65W S35 S2 E 1/16 T16S 2007 PLS 30118" and terminating at the Northeast corner of said Section 2, monumented by a 2-3/8ths inch diameter metal pipe with a 3-1/2 inch diameter aluminum cap stamped "SEC 35 SEC 36 SEC 1 SEC 2 LS 9489 T16S R65W", said line is assumed to bear North 89 Degrees 26 Minutes 29 Seconds East, a distance of 1323.58 feet.

Commencing at the aforementioned East 1/16th (One Sixteenth) corner;

Thence North 89 Degrees 26 Minutes 29 Seconds East, coincident with the north line of said Section 2, a distance of 784.93 feet;

Thence South 0 Degrees 33 Minutes 31 Seconds East, departing from said north line, a distance of 30.00 feet to a point coincident with the southerly right-of-way line of the 60-foot-wide right-of-way for Squirrel Creek Road and the true **Point of Beginning**;

Thence North 89 Degrees 26 Minutes 29 Seconds East, coincident with said southerly right-of-way, a distance of 366.57 feet to a point coincident with the east line of that 36-foot-wide ingress and egress access easement as recorded in Book 5896 at Page 387 in said real property records;

Thence South 2 Degrees 32 Minutes 21 Seconds West, departing said southerly right-of-way and coincident with said east line, a distance of 38.48 feet;

Thence South 0 Degrees 44 Minutes 00 Seconds West, coincident with said east line, a distance of 449.97 feet;

Thence South 2 Degrees 02 Minutes 20 Seconds West, coincident with said east line, a distance of 243.82 feet;

Thence South 0 Degrees 38 Minutes 06 Seconds East, coincident with said east line, a distance of 457.24 feet;

Thence South 18 Degrees 16 Minutes 57 Seconds East, coincident with said east line, a distance of 397.17 feet;

Thence South 0 Degrees 58 Minutes 10 Seconds East, coincident with said east line, a distance of 358.13 feet;

Thence South 1 Degrees 05 Minutes 41 Seconds East, coincident with said east line, a distance of 365.59 feet;

Thence South 1 Degrees 28 Minutes 05 Seconds East, coincident with said east line, 116.00 feet;

Thence South 39 Degrees 30 Minutes 35 Seconds West, departing said east line, a distance of 1232.02 feet, to a point coincident with an angle point in the south line of that public utility easement as recorded in said real property records at reception number 211013475;

Thence South 63 Degrees 19 Minutes 47 Seconds West, coincident with the southeasterly line of said public utility easement, a distance of 424.90 feet;

Thence South 40 Degrees 49 Minutes 47 Seconds West, coincident with said southeasterly line, a distance of 192.25 feet;

Thence South 4 Degrees 55 Minutes 54 Seconds East, coincident with said southeasterly line, a distance of 100.53 feet;

Thence South 84 Degrees 52 Minutes 57 Seconds West, coincident with said southeasterly line, a distance of 50.02 feet;

Thence North 5 Degrees 07 Minutes 01 Seconds West, coincident with said southeasterly line, a distance of 51.82 feet;

Thence South 40 Degrees 49 Minutes 47 Seconds West, coincident with said southeasterly line, a distance of 516.94 feet to a point coincident with the northwesterly boundary of the parcel of land described as "Parcel A" in that Special Warranty Deed as recorded in said real property records at reception number 201140882;

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Thence South 1 Degrees 04 Minutes 05 Seconds East, coincident with the west line of said parcel, a distance of 772.75 feet, to a point coincident with the most southerly corner of said public utility easement as recorded at reception number 211013475 in said real property records;

Thence North 26 Degrees 52 Minutes 42 Seconds West, departing said west line and coincident with the southwesterly line of said public utility easement, a distance of 1018.53 feet;

Thence North 63 Degrees 16 Minutes 10 Seconds East, coincident with said southwesterly line, a distance of 216.09 feet;

Thence North 0 Degrees 51 Minutes 58 Seconds West, departing said southwesterly line, a distance of 3696.74 feet;

Thence North 21 Degrees 34 Minutes 13 Seconds East, a distance of 466.03 feet;

Thence North 40 Degrees 49 Minutes 47 Seconds East, a distance of 2052.08 feet;

Thence North 63 Degrees 19 Minutes 47 Seconds East, a distance of 447.69 feet;

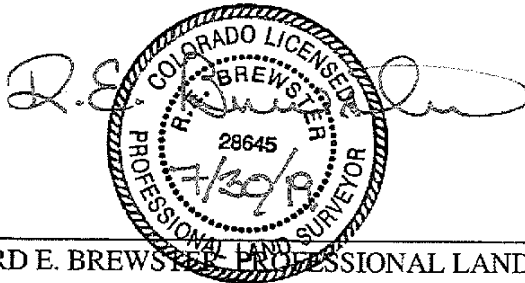
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The above described parcel contains 3,197,601 Sq. Ft. or 73.407 Acres of land, more or less.

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I, RICHARD E. BREWSTER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.



RICHARD E. BREWSTER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 28645
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

NORTH LINE OF
SECTION 2, T16S, R65W

BASIS OF BEARINGS
N89°26'29"E 1323.58'

NORTH LINE OF
SECTION 1, T16S, R65W

20' UTILITY & R.O.W. EASEMENT GRANTED
TO MOUNTAIN VIEW ELECTRIC, BOOK 2123,
PAGE 347

LINE TABLE		
Line #	Length	Direction
L1	784.93	N89° 26' 29"E
L2	366.57	N89° 26' 29"E
L3	38.48	S2° 32' 21"W
L4	449.97	S0° 44' 00"W
L5	243.82	S2° 02' 20"W
L6	457.24	S0° 38' 06"E
L7	397.17	S18° 16' 57"E
L8	358.13	S0° 58' 10"E
L9	365.59	S1° 05' 41"E
L10	116.00	S1° 28' 05"E
L11	1232.02	S39° 30' 35"W
L12	424.90	S63° 19' 47"W
L13	192.25	S40° 49' 47"W
L14	100.53	S4° 55' 54"E
L15	50.02	S84° 52' 57"W
L16	51.82	N5° 07' 01"W
L17	516.94	S40° 49' 47"W
L18	447.69	N63° 19' 47"E
L19	639.11	N39° 30' 35"E
L20	2717.08	N0° 45' 13"W
L21	4.57	S88° 52' 29"W

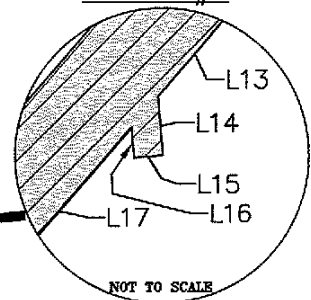
PARCEL A
3,197,601 SQ. FT.
73.407 ACRES

PERMANENT UTILITY EASEMENT
GRANTED TO THE CITY OF
COLORADO SPRINGS PER THE
DOCUMENT RECORDED AT RECEPTION
NUMBER 211013475

36' INGRESS & EGRESS ACCESS
EASEMENT GRANTED TO BFI
FOUNTAIN LANDFILL INC. PER
THE DOCUMENT RECORDED IN
BOOK 5896 AT PAGE 387

- PROPERTY BOUNDARY
- EL PASO COUNTY RIGHT-OF-WAY LINE
- PARCEL A
- EXISTING EASEMENT AS NOTED
- 1 FOUND 3.5" ALUMINUM CAP IN MONUMENT
WELL STAMPED "SEC 35 SEC 36 SEC 2 SEC 1
LS 9489 T16S R65W"
- 2 FOUND 2.5" ALUMINUM CAP IN MONUMENT
WELL STAMPED "S35 S2 E 1/4 T15S T16S R65W
2007 PLS 30118 CCES"
- 3 FOUND 1.5" ALUMINUM CAP STAMPED JR.
ENG PLS 10377
- 4 FOUND 3.5" ALUMINUM CAP STAMPED "N 1/4 S11 S 1/4 S2 PLS 9489"

DETAIL #1



MATCHLINE, SHEET 2 OF 3

Sheet 1 of 3



Colorado Springs Utilities
It's how we're all connected

ASSET MANAGEMENT SECTION
Land Base Services
1521 Hancock Expressway
Colorado Springs, Colorado 80947



EXHIBIT B

Note: This exhibit does not represent a monumented land survey, it is
only intended to graphically represent the attached legal description.

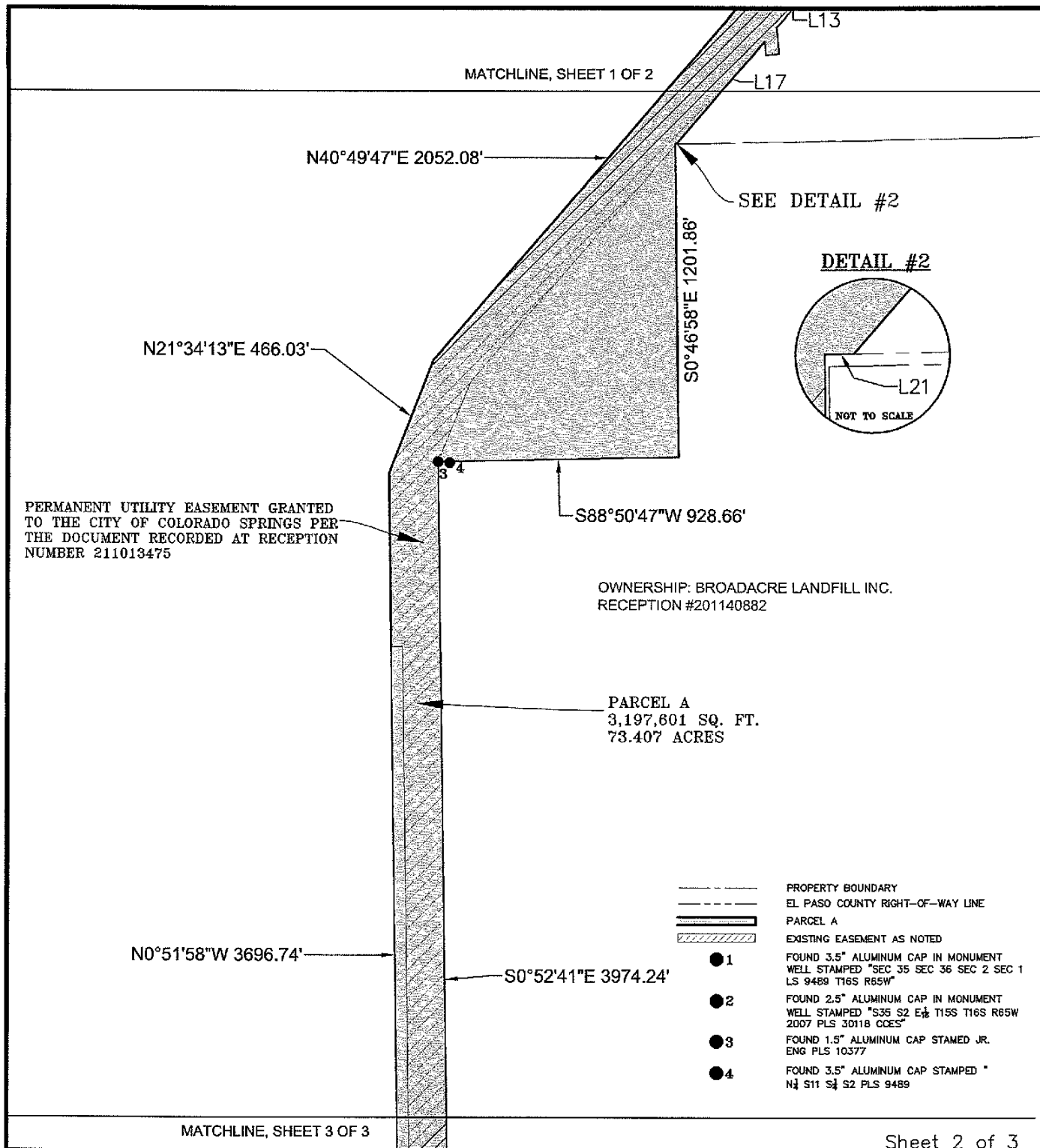
0 500 1000
SCALE: 1" = 1,000'

Drawn by: A. WHITLOCK

Date: JULY 30, 2019

Checked by: R. BREWSTER

Date: JULY 30, 2019



Sheet 2 of 3



ASSET MANAGEMENT SECTION
Land Base Services
1521 Hancock Expressway
Colorado Springs, Colorado 80947



EXHIBIT B

Note: This exhibit does not represent a monumented land survey, it is only intended to graphically represent the attached legal description.

0 500 1000
SCALE: 1" = 1,000'

Drawn by: A. WHITLOCK

Date: JULY 30, 2019

Checked by: R. BREWSTER

Date: JULY 30, 2019

MATCHLINE, SHEET 2 OF 3

-S0°52'41"E 3974.24'

N0°51'58"W 3696.74'

OWNERSHIP: BROADACRE LANDFILL INC.
RECEPTION #201140882

PARCEL A
- 3,197,601 SQ. FT.
73.407 ACRES

N63°16'10"E 216.09'-

-N88°50'44"E 57.64'

PERMANENT UTILITY EASEMENT GRANTED
TO THE CITY OF COLORADO SPRINGS PER
THE DOCUMENT RECORDED AT RECEPTION
NUMBER 211013475

-S1°04'05"E 772.75'

N26°52'42"W 1018.53'-

OWNERSHIP: CITY OF COLORADO SPRINGS
RECEPTION #097046158

SECTION 11, T16S, R65W

SECTION 14, T16S, R65W

OWNERSHIP: CITY OF COLORADO SPRINGS
LAND TITLE SURVEY RECEPTION #90000321

- PROPERTY BOUNDARY
EL PASO COUNTY RIGHT-OF-WAY LINE
PARCEL A
EXISTING EASEMENT AS NOTED
- 1 FOUND 3.5" ALUMINUM CAP IN MONUMENT
WELL STAMPED "SEC 35 SEC 36 SEC 2 SEC 1
LS 9489 T16S R65W"
- 2 FOUND 2.5" ALUMINUM CAP IN MONUMENT
WELL STAMPED "S35 S2 E16 T15S T16S R65W
2007 PLS 30118 CCES"
- 3 FOUND 1.5" ALUMINUM CAP STAMPED JR.
ENG PLS 10377
- 4 FOUND 3.5" ALUMINUM CAP STAMPED "
N1 S11 S1 S2 PLS 9489

Sheet 3 of 3



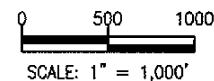
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Drawn by: A. WHITLOCK

Date: JULY 30, 2019

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