

**Unified Title Company, LLC**  
**101 S. Sahwatch Street, Suite 110**  
**Colorado Springs, CO 80903**  
Phone: **719-578-5900**  
Fax:

**Transmittal Information**

Date: **05/12/2021**  
File No: **84045UTC**  
Property Address: **TBD S. Fanceville Coal Mine Road, Colorado Springs,  
CO**  
Buyer\Borrower: **For Information Only**  
Seller: **Perry E. Hastings**

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For changes and updates please contact your Title officer:

**Jana Hare**  
**Unified Title Company, LLC**  
**c/o ET Production Services, LLC**  
Phone: **719-520-0191**  
Fax: **719-955-7077**  
E-mail: **JHare@etinv.com**

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**Customer:**  
**Debra Eiland**

,  
**Phone: 719-471-1545 Fax:**  
**Attn: Debra Eiland**  
**DELIVERED VIA: E-MAIL**

**Buyer:**  
**For Information Only**  
**DELIVERED VIA: AGENT**

**Seller:**  
**Perry E. Hastings**  
**605 S. Franceville Coal Mine Road**  
**Colorado Springs, CO 80929**  
**DELIVERED VIA: E-MAIL**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**

**Phone: Fax:**  
**Attn:**

**Thank you for using Unified Title Company, LLC.**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**



# Unified

TITLE COMPANY

101 S. Sahwatch Street, Suite 110, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax:

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



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 Commitment 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 affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature

*[Handwritten Signature]*



*[Handwritten Signature]*

Frederick H. Eppinger  
President and CEO

Authorized Signatory

Unified Title Company, LLC (Company)  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO

*[Handwritten Signature]*

Denise Carraux  
Secretary

## 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 acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. 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 <http://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

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: May 10, 2021, 7:30 am

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured: For Information Only

Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

Table with 2 columns: Description and Amount. Row 1: To Be Determined End, \$ 300.00. Row 2: Total, \$ 300.00.

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

4. The Title is, at the Commitment Date, vested in:
Perry E. Hastings

5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: TBD S. Fanceville Coal Mine Road, Colorado Springs, CO
APN: 4400000531

Countersigned
Unified Title Company, LLC

By: [Handwritten signature]

Jana Hare

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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**EXHIBIT "A"**

**A portion of the NW1/4NW1/4 of Section 20 and a portion of the NE1/4NE1/4 of Section 19, Township 14 South, Range 64 West of the 6th P.M County of El Paso, State of Colorado described as follows:**

**Beginning at the Northwest corner of said Section 20, said point being the Point of Beginning of a parcel of land described herein; thence South 89 degrees 59 minutes 48 seconds East coincident with the Northerly line of said NW1/4NW1/4 in Section 20, a distance of 1,258.88 feet; thence South 01 degrees 02 minutes 06 seconds East, a distance of 1,314.26 feet; thence North 89 degrees 57 minutes 15 seconds West coincident with the Southerly line of said NW1/4NW1/4, a distance of 1,260.84 feet; thence South 89 degrees 42 minutes 56 seconds West coincident with the Southerly line of the NE1/4NE1/4 of said Section 19, a distance of 128.73 feet; thence North 02 degrees 11 minutes 49 seconds West coincident with the center-line of an existing roadway known as Franceville Coal Mine Road, a distance of 1,314.00 feet; thence North 89 degrees 44 minutes 23 seconds East coincident with the Northerly line of the NE1/4NE1/4 of said Section 19, a distance of 157.31 feet to the Point of Beginning, County of El Paso, State of Colorado,**

**and EXCEPT any portion of the above Parcel lying within Franceville Coal Mine Road.**

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## COMMITMENT FOR TITLE INSURANCE

Issued by

*Stewart Title Guaranty Company*

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

**FOR INFORMATIONAL PURPOSES ONLY: Warranty Deed recorded July 17, 2012 as [Reception No. 212080559](#).**

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**SCHEDULE B, PART II  
Exceptions**

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.**

**10. Right of way with it terms and conditions to American Telephone and Telegraph Company as contained in deed recorded January 21, 1965 in Book 2053 at Page 984.**

**11. Right of Way to Mountain View Electric Association as contained in deed recorded August 2, 1991 in**

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**Show this easement  
on plans**

**Book 5867 at Page 421.**

- 12. **Reservation as contained in deed between Union Pacific Land Rescores Corporation and M L Properties Inc reserving all oil, gas and associated liquid hydrocarbons and rights thereto recorded August 1, 1994 in [Book 3900 at Page 1099](#).**
- 13. **Terms, conditions and provisions as contained in Order for Inclusion of Territory in the matter of the Ellicott Fire Protection District recorded on December 22, 2005 at [Reception No. 205202301](#).**
- 14. **Easement and other matter as set forth and show on the Boundary Line Adjustment recorded July 11, 2012 at [Reception No. 212078429](#).**
- 15. **Any and all matters as shown on Option to Purchase Agreement recorded July 17, 2012 at [Reception No. 212080560](#).**
- 16. **Resolution No. 17-110 recorded March 30, 2017 at [Reception No. 217036066](#).**
- 17. **Any existing leases or tenancies.**
- 18. **Deed of Trust from Perry E Hastings to the Public Trustee of the County of El Paso for the use of Shirley A. Boucher Living Trust dated October 27, 2010 to secure \$75,750.00, dated July 13, 2012 and recorded July 17, 2012 at [Reception No. 212080561](#).**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Clearly depict  
easement on plans

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## DISCLOSURES

File No.: 84045UTC

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

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

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

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

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 84045UTC

CO Commitment Disclosure

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

# Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

## Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender	YES

California or federal law.	identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.

- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

## Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**  
Issued by



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 Commitment 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 affixed by its duly authorized officers on the date shown in Schedule A.

Chairman of the Board



President

Issued through the Office of:  
**Unified Title Company, LLC**  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO

## 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 acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. 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 <http://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.

## DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

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

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

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

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



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

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Received at 11:06 o'clock a.m. JAN 21 1965

APPROVED: [Signature] Registrar of Way Superintendent  
C.D. No. 48277  
L.C. Deed No. 1346

Reception No. 291139 HARRIET BEALS

THIS DEED, Made this 17th day of December, 1964, between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, party of the first part, and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a corporation of the State of New York, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Hundred Eighty-three Dollars and Thirty-eight Cents (\$283.38), to it 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, and convey unto the said party of the second part, and unto its successors and assigns, a PERPETUAL EASEMENT for a right of way for the construction, operation, maintenance, repair, renewal, reconstruction, and use of a buried telephone cable line, with necessary appurtenances thereto, upon, along and under the surface of the following described parcel of land in El Paso County, Colorado, to wit:

A strip of land 30 feet wide situate in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 17, the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 20, and the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 19, Township 14 South, Range 64 West of the Sixth Principal Meridian, El Paso County, Colorado, being 15 feet in width, measured at right angles, on each side of the following described center line, to wit:

Commencing at the southeast corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 17, Township 14 South, Range 64 West of the Sixth Principal Meridian, El Paso County, Colorado;

thence N. 0° 27' W., along the east line of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section 17, a distance of 510.50 feet to a point of beginning;

thence S. 51° 21' W. a distance of 807.71 feet to a point on the south line of said Section 17, said point also being S. 89° 58' W., from the southeast corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section 17, a distance of 634.75 feet;

thence continuing S. 51° 21' W., in Section 20, Township 14 South, Range 64 West of the Sixth Principal Meridian, a distance of 2,467.25 feet to the beginning of curve;

thence westerly along a curve to the right, having a radius of 50.0 feet, for an arc length of 33.26 feet to the end of curve;



thence S. 89° 28' W. a distance of 65.48 feet to a point on the west line of said Section 20, said point also being S. 1° 32' E., from the northwest corner of said Section 20, a distance of 1,550.61 feet;

thence continuing S. 89° 28' W., in Section 19, Township 14 South, Range 64 West of the Sixth Principal Meridian, a distance of 58.59 feet to the beginning of curve;

thence southwesterly along a curve to the left, having a radius of 50.0 feet, for an arc length of 57.30 feet to the end of curve;

thence S. 23° 48' W. a distance of 1,186.11 feet to a point on the south line of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 19, said point also being S. 89° 58' W., from the southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 19, a distance of 612.17 feet;

the length of the center line hereinabove described being 4,675.70 feet;

together with the right of ingress and egress to, from and upon said parcel of land for the purpose of exercising the rights herein granted.

RESERVING, however, to the party of the first part, its successors and assigns, the right to construct, at any and all times, and to maintain railroad tracks, pipe lines and telephone, telegraph and electric power pole and wire lines over, under and across (but in such a way as not unreasonably to interfere with) said telephone cable line of the party of the second part on the premises hereinbefore described; it being understood that the right so reserved to the party of the first part, its successors and assigns, is retained along with the general right of the party of the first part, its successors and assigns, to the use of said premises for any purpose not inconsistent with the use by the party of the second part of said easement for the purposes herein defined.

This deed is made subject to all outstanding leases and other outstanding rights, including, but not limited to, those for highways and other roadways and rights of way for irrigation ditches, pipe lines, pole and wire lines, and the right of the party of the first part to renew and to extend the term of such outstanding leases and other outstanding rights.

The grant of easement herein made is on the express condition that the party of the first part, its successors and assigns, shall not be liable to the party of the second part, its successors or assigns, for any damage occurring to the installations made or to be made by the party of the second part upon the land herein granted in easement or for any other damage whatsoever occasioned by subsidence of the surface of said land as a result of mining underneath the same or resulting in any other way from the removal of coal or other minerals in or underlying the above-described land.

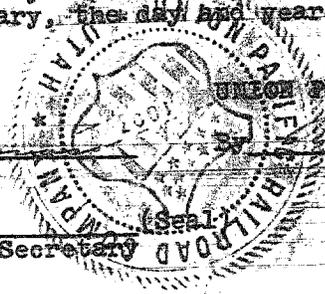
The party of the second part, for itself and its successors and assigns, by the acceptance of this deed, agrees to indemnify and save harmless the party of the first part, from and against any and all liability, loss, damages, claims, demands, actions, causes of action, costs, and expenses of whatsoever nature, including, but not limited to, court costs and counsel fees, growing out of injury or harm to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, including, but not limited to, the telephone cable line of the party of the second part, or growing out of interference with the proper operation of signal, telephone or telegraph lines, or other electrically operated devices or appurtenances, of the party of the first part or of its tenants, when such injury, harm, death, loss, destruction, or damage, howsoever caused, grows out of, or arises from, or in connection with, the construction, operation, maintenance, repair, renewal, reconstruction, use, or removal of said telephone cable line or from electric current conducted thereon or escaping therefrom.

It is expressly made a condition of this easement that if the party of the second part, its successors or assigns, shall abandon the premises of the party of the first part in the location above described, or any portion of said premises, for the purpose of this easement, then, and in that event, all the rights herein granted shall cease and determine with respect to the premises so abandoned and the title to said premises shall be freed from the burden of said easement; and it is further agreed that nonuser of the premises above described or any portion thereof for the purpose of said easement for the period of one (1) year shall be deemed an abandonment of the premises or portion thereof not used.

IN WITNESS WHEREOF, the said party of the first part

has caused these presents to be sealed with its corporate seal and to be signed by its President and attested by its Assistant Secretary, the day and year first above written.

Witness:



UNION PACIFIC RAILROAD COMPANY,

*W. A. Riddard*

President

Attest:

*J. H. ...*  
Assistant Secretary

Assistant Secretary



mp.

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 17<sup>th</sup> day of December, 1964

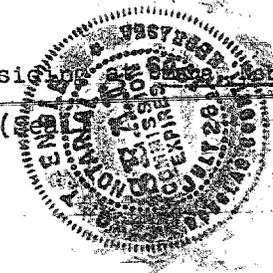
before me, a Notary Public in and for said County in the State  
aforesaid, personally appeared A. E. Stoddard, to me personally  
known, and to me personally known to be the President  
of UNION PACIFIC RAILROAD COMPANY, and to be the same person  
whose name is subscribed to the foregoing instrument, and who,  
being by me duly sworn, did say that he is President  
of Union Pacific Railroad Company; that the seal affixed to  
said instrument is the corporate seal of said corporation;  
and that said instrument was signed and sealed on behalf of  
said corporation by authority of its board of directors; and  
the said A. E. Stoddard acknowledged said instrument to  
be his free and voluntary act and deed, and the free and  
voluntary act and deed of said corporation, by it voluntarily  
executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal the day and year last above written.

My commission expires July 28, 1969.

G. T. Cagle  
Notary Public

Resid. Lincoln, Nebraska



Comp.

15-

SPECIAL WARRANTY DEED

THIS DEED, Made this 27<sup>th</sup> day of July, 1984, between UNION PACIFIC LAND RESOURCES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, Grantor, and M L PROPERTIES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 1150 Elkton Drive, Suite 1400, Colorado Springs, Colorado 80907, Grantee:

DF 88  
253

WITNESSETH, That Grantor, for and in consideration of the sum of Two Million One Hundred Forty-Eight Thousand Eight Hundred Dollars (\$2,148,800.00) to Grantor paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the following-described lands situated in the County of El Paso, State of Colorado:

The Southwest Quarter (SW 1/4) of Section 17, the West Half (W 1/2) of Section 19, the South Half of the Northeast Quarter (S 1/2 NE 1/4) of Section 19, the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section 20, the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 20, and the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 20, all in Township 14 South, Range 64 West of the Sixth Principal Meridian, and the East Half (E 1/2) of Section 13 and the East Half (E 1/2) of Section 24, both in Township 14 South, Range 65 West of the Sixth Principal Meridian, El Paso County, State of Colorado.

STATE DOCUMENTARY  
AUG 1 1984  
FEE \$ 253.88

Containing an area of 1,343 acres, more or less.

EXCEPTING from this grant and RESERVING unto Grantor, its successors and assigns, forever, all oil, gas and associated liquid hydrocarbons and rights thereto now

known to exist or hereafter discovered, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said oil, gas and associated liquid hydrocarbons by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

This deed is made SUBJECT to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the above-described premises which became or may become due and payable for the year 1984 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the 30<sup>th</sup> day of July, 1984; and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year;

(b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after June 13, 1984, and any and all restrictions and limitations imposed by public authority, and all applicable orders and regulations imposed by public authority, whether federal, state or local; and any and all easements, restrictions and outstanding rights of record and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground, including, without limiting the foregoing, that certain Deed made December 17, 1964 between Union Pacific

Railroad Company and American Telephone and Telegraph Company, identified in the records of Grantor as C.D. No. 48277, Audit No. L-268, covering a PERPETUAL EASEMENT for a right of way for the construction, operation, maintenance, repair, renewal, reconstruction and use of a buried telephone cable line, with necessary appurtenances thereto, upon, along and under the surface of a portion of the above-described premises, together with the right of ingress and egress to, from and upon said easement area for the purpose of exercising the rights therein granted;

(c) That certain Grazing and Haymaking Lease made and entered into November 26, 1979 by and between Grantor and Esther Boucher, John O. Boucher and Shirley A. Boucher (Lessee), identified in the records of Grantor as Lease Audit No. 27767, covering the lease of the above-described premises to Lessee for grazing and haymaking purposes only, effective March 1, 1980 and extending to and including February 28, 1985, as assigned by Assignment made and entered into August 29, 1983 by and between Grantor, Lessee and John O. Boucher, Shirley A. Boucher and Jay Handle (Assignee), whereby Lessee, with consent of Grantor, assigned to Assignee, effective as of July 11, 1983, all of Lessee's right, title and interest in and to said Grazing and Haymaking Lease made and entered into November 26, 1979; and

(d) Public roads and rights of way.

It is expressly understood that the subjacent support of the premises hereby conveyed may have been impaired

by mining operations heretofore carried on beneath the surface thereof, and the sale and conveyance of said premises is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

TO HAVE AND TO HOLD, subject to the aforesaid exception, reservation and other provisions, the said premises with all the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns, forever; and Grantor hereby covenants with Grantee that it will warrant and defend the title to the said premises unto Grantee, its successors and assigns, forever, except as hereinbefore mentioned, against the lawful claims of all persons claiming by, from or under it, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Executive Vice President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

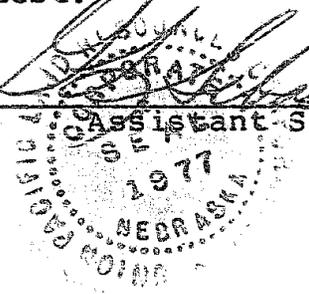
UNION PACIFIC LAND RESOURCES CORPORATION

In Presence of:

[Signature] By A.P. [Signature]  
Executive Vice President

Attest:

[Signature] (Seal)  
Assistant Secretary





District Court, El Paso County, State of Colorado  
Court Address: 20 E. Vermijo, Colo. Spgs, CO 80903  
**IN THE MATTER OF THE ELLICOTT FIRE  
PROTECTION DISTRICT**

FILED-DISTRICT & COUNTY  
COURTS-EL PASO CO., CO

AUG 2 2005

DIVISION 3

MC

Attorneys for the District:

Gary L. Shupp (8795)  
Whittier & Shupp, LLC  
301 S. Weber St.  
Colorado Springs, CO 80903  
Phone Number: (719) 634-4435  
FAX Number: (719) 471-4689  
E-mail: [GLShupp@Citystar.com](mailto:GLShupp@Citystar.com)

▲ COURT USE ONLY ▲

Case No. ~~05012455~~

Division: ] 3

**ORDER FOR INCLUSION OF TERRITORY**

THE COURT having examined the Petition for Inclusion of Territory DOES FIND

1. The Fee owners of one hundred percent of the real property Described in Exhibit "B" to the Petition have petitioned for inclusion in the Ellicott Fire Protection District and are capable of being served with facilities of the District.
2. Publication of the meeting of the Board of the Ellicott Fire Protection District occurred three successive weeks commencing on October 21, 2004 and ending on November 4, 2004.
3. The Board, meeting on November 5, 2004 approved the inclusion of the properties.
4. Pursuant to C.R.S. 32-1-401(1){c}(I), the Board of the Ellicott Fire Protection District has prepared an Order for the Court to include the properties described in Exhibit "B" to the Petition into the Fire Protection District.

THE COURT THEREFORE ORDERS, ADJUDGES AND DECREES that the properties described in Exhibit "A" attached hereto and incorporated herein by this reference and approved by the Ellicott Fire Protection District Board of Directors on November 5, 2004 are hereby included in the Ellicott Fire Protection District.

SO ORDERED this 2 day of AUGUST, 2005.

ROBERT C. "BOB" BALINK El Paso County, CO  
12/22/2005 03:15:44 PM  
Doc \$0.00 Page  
Rec \$106.00 1 of 21 205202301



BY THE COURT

*[Handwritten Signature]*  
DISTRICT COURT JUDGE

EC

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

*Gary L. Shupp  
301 S. Weber ST.  
Colo Spgs, CO 80903*

District Court, El Paso County, State of Colorado  
Court Address: 20 E. Vermijo, Colo. Spgs, CO 80903

**IN THE MATTER OF THE ELLICOTT FIRE  
PROTECTION DISTRICT**

Attorneys for the District::

Gary L. Shupp (8795)  
Whittier & Shupp, LLC  
301 S. Weber St.  
Colorado Springs, CO 80903  
Phone Number: (719) 634-4435  
FAX Number: (719) 471-4689  
E-mail: [GLShupp@Citystar.com](mailto:GLShupp@Citystar.com)

▲ COURT USE ONLY ▲

Case No:

**05 CV 2455**

Division:

**W**

**3**

**EXHIBIT "B"**

S2SE4SE4 EX RDS SEC 36-14-65

SW4SW4SE4, N2SE4SW4SE4 SEC 36-14-65

TRACT IN SW4 SEC 31-14-64 AS FOLS, BEG AT SW COR  
SD SEC, TH N 0<23'20" E 644.60 FT, S 89<30'51" E  
2736.26 FT, S 0<01'19" E 644.60 FT, TH N 89<30'53" W  
2740.89 FT TO POB

LOT 5 BLK 3 MUSTANG MEADOWS

LOT 13, BLK 3 MUSTANG MEADOWS

LOT 3 BLK 3 MUSTANG MEADOWS SUBJ TO 20.0 FT  
EASEMENT + R/W TO EL PASO COUNTY MUTUAL TELEPHONE CO  
DES IN BK 2881-675

LOT 8 BLK 3 MUSTANG MEADOWS

TR IN SEC 6-15-64 DESC AS FOLS: COM AT S4 COR OF SD  
SEC 6; TH N 00<25'52" W 30.00 FT TO A PT ON NLY R/W LN  
OF BRADLEY RD. N 89<34'44" W ON SD NLY R/W LN 440.65 FT

TR IN SEC 6-15-64 DESC AS FOLS: COM AT NW COR OF SD  
SEC 6, TH S 89<38'50" E ALG N LN OF SD SEC 30.00 FT,  
S 83<40'13" E 433.79 FT FOR POB, TH  
N 08<06'52" E 1312.10 FT, TH ALG ARC OF CUR TO R  
HAVING A RAD OF 1250.0 FT AN ARC DIST OF 1412.66 FT

A C/A OF 64<45'05" WHICH CHORD BEARS  
S 49<30'35" E, S 17<08'03" e 603.67 FT,  
S 72<51'57" W 1143.05 FT, N 00<07'55" E 451.74 FT,  
N 83<40'13" W 291.64 FT TO POB, AKA TRACT 4

SW4SE4 SEC 32-14-64

Lot 3, Block 2, Mustang Meadows

Lot 15, Block 2, Mustang Meadows

Lot 9, Block 3, Mustang Meadows

NW4NE4SW4, E2NW4SW4, W2E2SW4SW4 SEC 30-14-64

E2SE4 SEC 6-15-64 EX SLY 30/0 FT, SUBJ TO R/W

LOT 16, BLOCK 2, MUSTANG MEADOWS

SW4ME4. W2SE4 EX SLY 30.0 FT THEREOF SEC 05-15-64

LOT 12, BLOCK 3, MUSTANG MEADOWS

NE4SW4 SEC 17-14-64

NE4SW4 SEC 17-14-64

N2NE4 OF SEC 19-14-64

TR IN SE4 SEC 18-14-64, BEG AT NE COR OF SE4 OF SEC 18,  
TH S 00<51'26" W ALG E LN OF SD SE4 2627.27 FT,  
N 88<50'32" W ALG THE S LN OF SD SE4 127.84 FT TO THE POB

NE4SW4 SEC 17-14-64, TOG W THAT PT DES AS FOLS WHICH  
LIES WITHIN THE NE4SE4 SEC 18-14-64, BEG AT NE COR SE4  
SEC 18-14-64, TH S 00<51'26" W ALG E LN OF SD SE4

TR IN W2 SEC 31-14-64 DESC AS FOLS: COM AT NW COR OF SD  
SEC 31; TH S 00<23'20" W ALG W LN OF SD SEC 31  
808.77 FT FOR POB; TH CONT S 00<23'20" W 562.93 FT

TR OF LAND IN W2 SEC 31-14-64 DES AS FOLS: COM AT NW  
COR OF SD SEC 31, TH S 00<23'20" W 1371.70 FT FOR POB,  
TH S 00<23'20" W 562.10 FT, S 89<43'18" E 2716.91 FT.

NW4NW4 SEC 18-14-64

TRACT IN W2 SEC 31-14-64 AS FOLS, COM AT SW COR OF SD  
SEC, TH N 00<23'20" E ON W LN 2578.0 FT FOR POB, TH  
CONT ON LAST MENT COURSE 757.07 FT, S 89<43'18" E

TRACT IN SW4 SEC 31-14-64 AS FOLS, COM AT SW COR  
SD SEC, TH N 0<23'20" E 1289.20 FT FOR POB, CONT  
ON LAST COURSE 644.60 FT, S 89<30'47" E 2727.02 FT.

SE4 SEC 18-14-64, EX TR CONV BY REC #99068098

SE4NW4, E2SW4, SW4NE4, W2SE4 SEC 20-14-64

TRACT OF LAND BEING W2 SEC 20, E2 ALL IN SEC 19-14-64  
DESC AS FOLS, BEG AT NW COR OF SW4NW4 OF SD SEC 20, TH  
S 89<21'32" E ON N LN OF SW4NW4 1311.74 FT TO NE COR

SW4SW4 L/MR SEC 20-14-64  
W2E2, W2 SEC 29-14-64 TOG W/A TR IN E2E2 SEC 30-14-64  
DES AS FOLS: BEG AT COR COMMON TO SECS 19 & 30

NLY 252.71 FT OF S2NW4 SEC 7-14-64

LOT 13, BLOCK 2, MUSTANG MEADOWS

TRACT OF LAND IN S2NE4 SEC 18-14-64 DESC AS FOLS, BEG  
AT THE NE COR OF S2NE4 OF SD SEC, THE  
S 00<51'26" W 1313.64 FT, N 89<08'31" W 161.83 FT.

N2 SEC 17-14-64 TOG WITH THAT PORT OF NE4  
SEC 18-14-64 DESC AS FOLS, BEG AT SE COR OF N2NE4, TH  
N 89<08'31" W 161.83 FT, N 00<57'48" W 1205.80 FT.

TRACT IN W2 SEC 31-14-64 AS FOLS; COM AT SW COR OF  
SD SEC 31, TH N 00<23'20" E ON W LN OF SD SEC  
1933.80 FT FOR POB, CONT ON LAST COURSE 644.50 FT,  
S 89<30'45" E 2722.40 FT, S 00<01'19" E ON N-S  
C/L OF SD SEC 644.60 FT, TH N 89<30'47" W  
2727.02 FT TO POB

TR IN W2SW4 SEC 30-14-64 DESC AS FOLS: BEG AT SW COR  
SD SEC 30; TH N 00<25'31" E 2630.65 FT,  
S 89<40'23" E 670.04 FT, S 00<14'30" E 1314.76 FT,  
S 00<19'40" E 1314.75 FT, TH S 89<34'32" W 704.60 FT  
TO POB

PARK SITE MUSTANG MEADOWS

LOT 5, BLOCK 2, MUSTANG MEADOWS

LOT 10, BLOCK 3, MUSTANG MEADOWS

LOT 11, BLOCK 3, MUSTANG MEADOWS

SW4SW4, EX SLY 30.0 FT THEREOF SEC 05-15-64

LOT 22, BLOCK 3, MUSTANG MEADOWS

LOT 18, BLOCK 2, MUSTANG MEADOWS

LOT 14, BLOCK 3, MUSTANG MEADOWS

LOT 19, BLOCK 3, MUSTANG MEADOWS

LOT 24, BLOCK 3, MUSTANG MEADOWS

LOT 25, BLOCK 3, MUSTANG MEADOWS

NE4NW4 SEC 20-14-64

THAT PORT OF N2SE4 LY WLY OF FRANCEVILLE COAL MINE RD  
SEC 19-14-64 DES AS FOLS: COM AT NW COR OF SE4 OF SD  
SEC 19, TH S 89<43'53" E 1191.47 FT TO POB

PORT OF N2SE4 SEC 19-14-64 DES AS FOLS: BEG AT  
NW4SE4 OF SD SEC 19, TH S 89<43'53" E 1191.47 FT,  
S 00<00'00" E 1314.00 FT, N 89<44'44" W 1195.14 FT

LOT 17, BLOCK 3, MUSTANG MEADOWS

LOT 15, BLOCK 3, MUSTANG MEADOWS

LOT 10, BLOCK 2, MUSTANG MEADOWS

LOT 21, BLOCK 3, MUSTANG MEADOWS

LOT 8, BLOCK 2, MUSTANG MEADOWS

LOT 22, BLOCK 2, MUSTANG MEADOWS

LOT 2, BLOCK 1, MUSTANG MEADOWS

LOT 1, BLOCK 2, MUSTANG MEADOWS

LOT 7, BLOCK 3, MUSTANG MEADOWS

LOT 2, BLOCK 3, MUSTANG MEADOWS

LOT 17, BLOCK 2, MUSTANG MEADOWS

LOT 2, BLOCK 2, MUSTANG MEADOWS

LOT 9, BLOCK 2, MUSTANG MEADOWS

LOT 3, BLOCK 1, MUSTANG MEADOWS

NW4NE4 SEC 36-14-65

NW4SW4 SEC 05-15-64

LOT 6, BLOCK 2, MUSTANG MEADOWS

LOT 4, BLOCK 3, MUSTANG MEADOWS

LOT 20, BLOCK 2, MUSTANG MEADOWS

S2SE4SW4SE4 EX 30.0 FT EASEMENT ALG E  
SIDE SEC 36-14-65

LOT 7, BLOCK 2, MUSTANG MEADOWS

LOT 11, BLOCK 2, MUSTANG MEADOWS

LOT 19, BLOCK 2, MUSTANG MEADOWS

LOT 4, BLOCK 2, MUSTANG MEADOWS

LOT 21, BLOCK 2, MUSTANG MEADOWS

LOT 26, BLOCK 3, MUSTANG MEADOWS

NE4NW4 SUBJ TO 20.0 FT EASEMENT + R/W TO EL PASO CO  
MUTUAL TELEPHONE CO BK 2881-687 SEC 18-14-64

LOT 6, BLOCK 3, MUSTANG MEADOWS

E2E2SW4SW4, E2E2SW4, W2SE4SW4, SW4NE4SW4, SW4SW4SE4,  
E2SW4SE4, S2SE4SE4, EX PT CONV BY BK 3656-721

A TR OF LAND IN SEC 31-14-64 DESC AS FOLS: BEG AT SW  
COR OF SE4 SEC 31, TH N 01<06'09" E ALG W LN  
2295.86 FT, S 88<22'42" E 2295.86 FT,  
S 01<06'09" W 2295.86 FT, N 88<22'42" W ALG S LN OF  
SE4 2295.86 FT TO POB

W2 SEC 32-14-64

E2NE4 SEC 06-15-64

W2NW4 SEC 05-15-64

W2 EX THAT PORT DESC AS FOLS: BEG AT SW COR OF SE4  
OF SEC 31, TH N 01<06'09" E ALG W LN THEREOF  
2295.86 FT, S 88<22'42" E 2295.86 FT,  
S 01<06'09" W 2295.86 FT, N 88<22'42" W ALG  
S LN OF SE4 2295.86 FT TO POB SEC 31-14-64

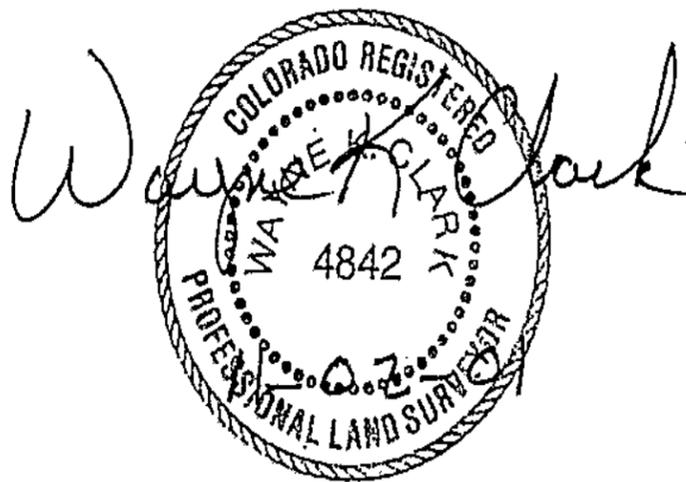
LOT 18, BLOCK 3, MUSTANG MEADOWS

LEGAL DESCRIPTION: Tract 6, Hammer Ranch

Tract 6, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 6; thence S89°38'50"E (all bearings used in this description are relative to the North line of the Northwest quarter of said Section 6 which was assumed to be S89°38'50"E) on the North line of the Northwest quarter of said Section 6, 30.00 feet to the Northwest corner of said Tract 6, said point also being the POINT OF BEGINNING; thence continue S89°38'50"E on said North line of said Northwest quarter and the North line of said Tract 6, 1144.59 feet to the Northeast corner of said Tract 6; thence S15°26'10"E on the Easterly line of said Tract 6 and the Westerly line of Tract 7 of said Hammer Ranch, 988.71 feet to the Southeast corner of said Tract 6; thence Westerly on the Southerly line of said Tract 6 and the Northerly line of Tract 5 of said Hammer Ranch for the following four (4) courses; (1) thence on the arc of a curve to the left whose chord bears S65°10'39"W, having a central angle of 18°46'21", a radius of 1250.00 feet and an arc length of 409.55 feet; (2) thence S55°47'29"W on the forward tangent to the last mentioned curve, 454.99 feet; (3) thence on the arc of a curve to the right having a central angle of 34°22'25", a radius of 1000.00 feet and an arc length of 599.93 feet; (4) thence N89°50'06"W on the forward tangent to the last mentioned curve, 100.81 feet to the Southwest corner of said Tract 6; thence N00°09'54"E on the West line of said Tract 6, 1559.77 feet to the Point Of Beginning and containing 39.692 acres more or less.

Prepared By : W.K. Clark & Associates, LLC  
Address : 5180 N. Union Blvd.  
Colorado Springs, CO 80918  
Telephone : (719) 593-9440  
Date : November 2, 2001



LEGAL DESCRIPTION: Tract 2 Hammer Ranch

Tract 2, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M. El Paso County, Colorado, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 6; thence N 00°25'52"W (all bearings used in this description are relative to the South line of said Section 6 which was assumed to be N 89°34'44"W) on the North-South centerline of said Section 6, 30.00 feet to a point on the Northerly right-of-way line of Bradley Road; thence N 89°34'44"W on said Northerly right-of-way line, 440.65 feet to the point of intersection of said right-of-way line and the Easterly line of said Tract 2, said point also being the POINT OF BEGINNING; thence continue N 89°34'44"W on said Northerly right-of-way line, 1010.22 feet to the Southwesterly corner of said Tract 2; thence N 00°25'16"E on the Westerly line of said Tract 2 and the Easterly line of Lot 1 of said Hammer Ranch, 1195.97 feet to the most Northwesterly corner of said Tract 2; thence Easterly on the Northerly line of said Tract 2 for the following three (3) courses: (1) thence S 89°34'44"E, 744.33 feet; (2) thence N 00°07'55"E, 167.23 feet to a point on the Southerly line of Tract 3 of said Hammer Ranch; (3) thence S 89°52'05"E on said Southerly line, 907.49 feet to the most Easterly corner of said Tract 2 and the Westerly line of Tract 10 of said Hammer Ranch; thence Southerly on said Easterly line and on the Westerly lines of Tracts 10 and 11 for the following six (6) courses: (1) thence on the arc of a curve to the right whose chord bears S 46°40'16"W, having a central angle of 06°57'57", a radius of 1250.00 feet and an arc length of 151.97 feet; (2) thence S 50°09'14"W on the forward tangent to the last mentioned curve, 187.00 feet; (3) thence on the arc of a curve to the left having a central angle of 32°10'28", a radius of 530.52 feet and an arc length of 297.92 feet; (4) thence S 17°58'46"W on the forward tangent to the last mentioned curve, 487.10 feet; (5) thence on the arc of a curve to the left having a central angle of 19°56'06", a radius of 918.72 feet and an arc length of 319.65 feet; (6) thence on the arc of a curve to the right having a central angle of 39°15'48", a radius of 183.05 feet and an arc length of 125.44 feet to the Point of Beginning and containing 35.101 acres more or less.

Prepared by: W.K. Clark & Associates, LLC  
5180 North Union Boulevard, Suite 101  
Colorado Springs, CO 80918  
Telephone: (719) 593-9440

Date: November 1, 2001



J. Patrick Kelly El Paso Cty, CO 201161704  
11/06/2001 08:27  
Doc \$0.00 Page  
Rec \$75.00 4 of 15

AKA: 4470 Hammer Ranch Rd.

LEGAL DESCRIPTION: Tract 9, Hammer Ranch

Tract 9, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

BEGINNING at the Southeast corner of the West half of the Northeast quarter of said Section 6; thence S00°29'24"E (all bearings used in this description are relative to the East line of the West half of the Northeast quarter of said Section 6 which was assumed to be S00°30'16"E) on the East line of the West half of the Southeast quarter of said Section 6, 158.38 feet to the Southeast corner of said Tract 9; thence S83°52'59"W on the Southerly line of said Tract 9 and the Northerly line of Tract 10 of said Hammer Ranch, 790.04 feet to the Southwest corner of said Tract 9; thence Northwesterly on the Westerly line of said Tract 9 and the Easterly lines of Tracts 3 and 4 of said Hammer Ranch for the following three (3) courses; (1) thence on the arc of a curve to the left whose chord bears N11°37'32"W, having a central angle of 11°01'02", a radius of 1250.00 feet and an arc length of 240.36 feet; (2) thence N17°08'03"W on the forward tangent to the last mentioned curve, 928.00 feet; (3) thence on the arc of a curve to the left having a central angle of 08°27'11", a radius of 1250.00 feet and an arc length of 184.42 feet to the Northwesterly corner of said Tract 9; thence N64°24'46"E on the Northerly line of said Tract 9 and the Southerly line of Tract 8 of said Hammer Ranch, 1284.92 feet to the Northeast corner of said Tract 9, said corner also being on the East line of the West half of the Northeast quarter of said Section 6; thence S00°30'16"E on said East line, 1605.91 feet to the Point Of Beginning and containing 35.1 acres more or less.

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Date : November 5, 2001

AKA: 4235 Hammer Ranch Rd  
80929



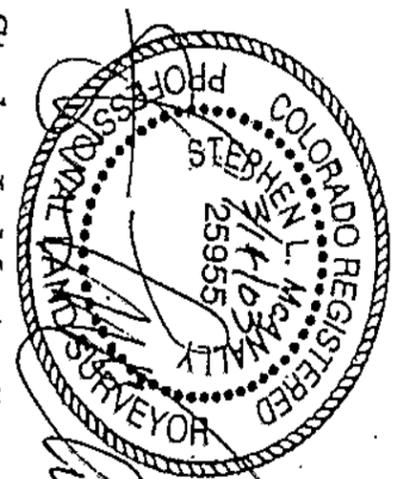
Robert C. Balink El Paso Cty, CO  
01/14/2003 08:16 203008808  
Doc \$11.50 Page  
Fee \$10.00 2 of 2

A portion of the Southeast Quarter of the Southwest Quarter of Section 5, Township 15 South, Range 64 West of the 6<sup>th</sup> P. M., except that portion conveyed to the City of Colorado Springs by Rule and Order recorded in Book 6171 at Page 1403, El Paso County, Colorado, more particularly described as:

(The bearings used in this description are based on the south line of the Southwest Quarter of said Section 5 which bears S89°51'29"W).

Commencing at the Southwest Corner of the Southwest Quarter of said Section 5; thence N89°51'29"E, on the south line of said Southwest Quarter a distance of 1321.95 feet to the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 5; thence N01°24'24"W, on the west line of said Southwest Quarter of the Southwest Quarter a distance of 30.00 feet to a point on the north right-of-way line of Bradley Road, thence N89°51'29"E, on said north right-of-way line, a distance of 30.01 feet to the Point of Beginning; thence N01°24'24"W a distance of 554.79 feet; thence N60°10'55"E a distance of 374.18 feet; thence N06°45'25"W a distance of 548.88 feet to a point on the north line of said Southeast Quarter of the Southwest Quarter; thence N89°57'10"E, on said north line, a distance of 716.41 feet; thence S01°17'50"E a distance of 1284.21 feet to a point on the north right-of-way line of Bradley Road; thence S89°51'29"W, on said north right-of-way line, a distance of 991.93 feet to the Point of Beginning.

The described tract contains 24.79 acres, more or less.



Prepared by: Stephen L. Mc Anally, Colorado PLS 25955  
For and on behalf of Shavano Land Survey, Inc.

1500000097

tion of the Southeast Quarter of the Southwest Quarter of Section 5, Township 15  
South, Range 64 West of the 6<sup>th</sup> P. M., except that portion conveyed to the City of  
Colorado Springs by Rule and Order recorded in Book 6171 at Page 1403, El Paso  
County, Colorado, more particularly described as:

(The bearings used in this description are based on the south line of the Southwest  
Quarter of said Section 5 which bears S89°51'29"W).

Commencing at the Southwest Corner of the Southwest Quarter of said Section 5; thence  
N89°51'29"E, on the south line of said Southwest Quarter a distance of 1321.95 feet to  
the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section  
5; thence N01°24'24"W, on the west line of said Southeast Quarter of the Southwest  
Quarter a distance of 30.00 feet to a point on the north right-of-way line of Bradley Road,  
said point being the Point of Beginning; thence continue N01°24'24"W, on said west  
line, a distance of 1285.95 feet to the Northwest Corner of said Southeast Quarter of the  
Southwest Quarter; thence N89°57'10"E, on the north line of said Southeast Quarter of the  
Southwest Quarter a distance of 308.02 feet; thence S06°45'25"E a distance of  
548.88 feet; thence S60°10'55"W a distance of 374.18 feet; thence S01°24'24"E a  
distance of 554.79 feet to a point on said north right-of-way line; thence S89°51'29"W,  
on said north right-of-way line, a distance of 30.01 feet to the Point of Beginning.

The described tract contains 5.39 acres, more or less.



Prepared by: Stephen L. Mc Anally, Colorado, PLS 25955  
For and on behalf of Shavano Land Survey, Inc.

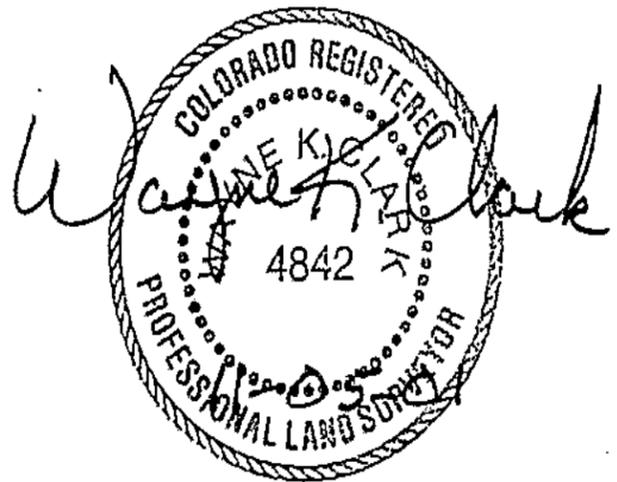
LEGAL DESCRIPTION: Tract 10, Hammer Ranch

Tract 10, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

COMMENCING at the Northeast corner of the West half of the Southeast quarter of said Section 6; thence S00°29'24"E (all bearings used in this description are relative to the East line of the West half of the Southeast quarter of said Section 6 which was assumed to be S00°29'24"E) on said East line, 158.38 feet to the Northeast corner of said Tract 10 and the POINT OF BEGINNING; thence continue S00°29'24"E on said East line, 2175.79 feet to the Southeast corner of said Tract 10; thence N46°16'07"W on the Southerly line of said Tract 10 and the Northerly line of Tract 11 of said Hammer Ranch, 1582.91 feet to the Southwest corner of said Tract 10; thence Northeasterly on the Westerly line of said Tract 10 and the Easterly lines of Tracts 2 and 3 of said Hammer Ranch on the arc of a curve to the left whose chord bears N18°48'26"E, having a central angle of 49°50'54", a radius of 1250.00 feet and an arc length of 1087.52 feet to the Northwest corner of said Tract 10; thence N83°52'59"E on the Northerly line of said Tract 10 and the Southerly line of Tract 9 of said Hammer Ranch, 790.04 feet to the Point Of Beginning and containing 35.1 acres more or less.

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Telephone : (719) 593-9440  
Date : November 5, 2001

AKA: 4355 Hammer Ranch Road



LEGAL DESCRIPTION: Tract 1 Hammer Ranch

Tract 1, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M. El Paso County, Colorado, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 6; thence N 00°25'52"W (all bearings used in this description are relative to the South line of said Section 6 which was assumed to be N 89°34'44"W) on the North-South centerline of said Section 6, 30.00 feet to a point on the Northerly right-of-way line of Bradley Road; thence N 89°34'44"W on said Northerly right-of-way line, 1450.87 feet to the Southeast corner of said Tract 1, said point also being the POINT OF BEGINNING; thence continue N89°34'44"W on said Northerly right-of-way line, 1279.39 feet to the Southwest corner of said Tract 1; thence N00°09'54"E on the Westerly line of said Tract 1, said line also being the Easterly right-of-way line of Meridian Road, 1195.98 feet to the Northwest corner of said Tract 1; thence S89°34'44"E on the North line of said Tract 1, 1284.75 feet to the Northeast corner of said Tract 1, said point also being on the Westerly line of Tract 2 of said Hammer Ranch; thence S00°25'16"W on said Westerly line, 1195.97 feet to the Point Of Beginning and containing 35.2 acres more or less.

Prepared by: W.K. Clark & Associates, LLC  
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Date: November 1, 2001



ANNING &  
ENGINEERING

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(719) 597-9900

LEGAL DESCRIPTION: TRACT 1

THAT PORTION OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 5494 AT PAGE 1360 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S  $00^{\circ}10'06''$  W ALONG THE WEST LINE OF SAID TRACT AND THE SOUTHERLY EXTENSION THEREOF, 2034.81 FEET; TO THE POINT OF BEGINNING; THENCE S  $82^{\circ}25'26''$  E, 912.92 FEET; THENCE S  $15^{\circ}39'02''$  E, 235.68 FEET; THENCE S  $81^{\circ}31'09''$  E, 316.78 FEET; THENCE S  $10^{\circ}34'07''$  W, 1663.92 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT OF LAND; THENCE N  $89^{\circ}34'31''$  W, ALONG SAID BOUNDARY, 982.62 FEET; THENCE N  $00^{\circ}10'06''$  E, 2022.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.797 ACRES MORE OR LESS.

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LEGAL DESCRIPTION: TRACT 2

THAT PORTION OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO. DESCRIBED AS FOLLOWS:

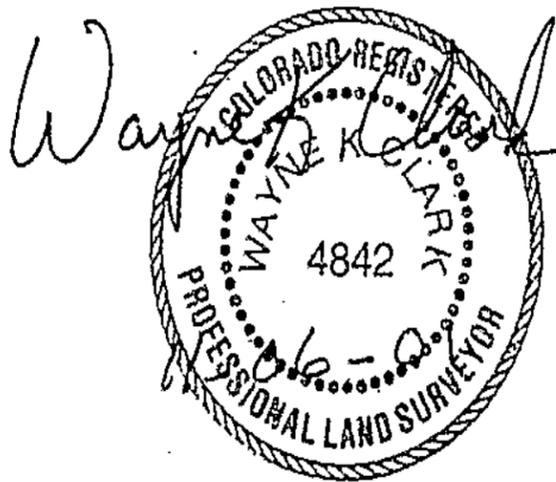
COMMENCING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 5494 AT PAGE 1360 OF THE RECORDS OF SAID EL PASO COUNTY; THE FOLLOWING 5 (FIVE) COURSES ARE ALONG THE BOUNDARY OF SAID TRACT OF LAND; 1) THENCE S  $00^{\circ}10'06''$  W, 2004.56 FEET; TO THE POINT OF BEGINNING; 2) THENCE S  $82^{\circ}25'26''$  E, 1317.95 FEET; 3) THENCE S  $83^{\circ}39'23''$  E, 726.43 FEET; 4) THENCE S  $00^{\circ}10'06''$  W, 1813.70 FEET; 5) THENCE N  $89^{\circ}34'31''$  W, 1046.56 FEET; THENCE N  $10^{\circ}34'07''$  E, 1663.92 FEET; THENCE N  $81^{\circ}31'09''$  W, 316.78 FEET; THENCE N  $15^{\circ}39'02''$  W, 235.68 FEET; THENCE N  $82^{\circ}25'26''$  W, 912.92 FEET; THENCE N  $00^{\circ}10'06''$  E, 30.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.020 ACRES MORE OR LESS.

LEGAL DESCRIPTION: Tract 3, Hammer Ranch

Tract 3, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 6; thence  $N00^{\circ}10'06''E$  (all bearings used in this description are relative to the South line of said Section 6 which was assumed to be  $N89^{\circ}34'44''W$ ) on the West line of said Section 6, 30.00 feet; thence  $S89^{\circ}34'44''E$ , 60.00 feet to the Southwest corner of Tract 1 of said Hammer Ranch, said point also being on the Westerly right-of-way line of Meridian Road; thence  $N00^{\circ}09'54''E$ , on said Westerly right-of-way line and the Westerly line of said Tract 1, 1195.98 feet to the Northwest corner of said Tract 1; thence Easterly and Northerly on the Northerly lines of said Tract 1 and Tract 2 of said Hammer Ranch for the following two (2) courses; (1) thence  $S89^{\circ}34'44''E$ , 2029.08 feet; (2) thence  $N00^{\circ}07'55''E$ , 167.23 feet to the Southwest corner of said Tract 3, said point also being the POINT OF BEGINNING; thence continue  $N00^{\circ}07'55''E$  on the Westerly line of said Tract 3, 1194.85 feet to the Northwest corner of said Tract 3; thence  $N72^{\circ}51'57''E$  on the Northerly line of said Tract 3, 1143.05 feet to the Northeastly corner of said Tract 3; thence Southerly on the Easterly line of said Tract 3 for the following two (2) courses; (1) thence  $S17^{\circ}08'03''E$ , 324.33 feet; (2) thence on the arc of a curve to the right having a central angle of  $60^{\circ}19'21''$ , a radius of 1250.00 feet and an arc length of 1316.03 feet to the Southeast corner of said Tract 3; thence  $N89^{\circ}52'05''W$  on the Southerly line of said Tract 3, 907.49 feet to the Point Of Beginning and containing 36.60 acres more or less.

Prepared By: W.K. Clark & Associates, LLC  
Address: 5180 N. Union Blvd.  
Colorado Springs, CO 80918  
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Date: November 2, 2001

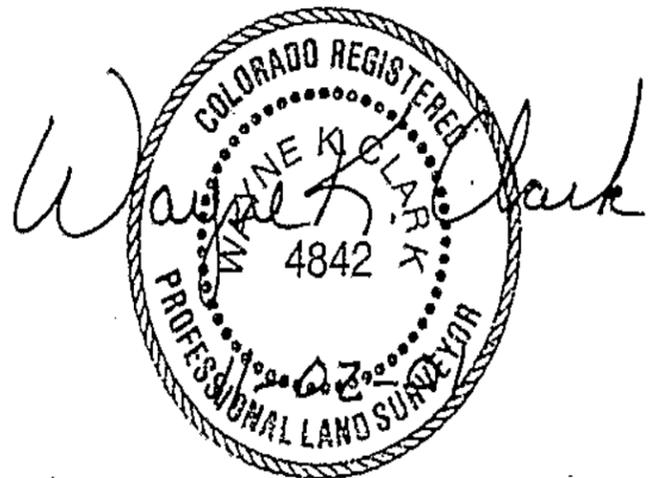


LEGAL DESCRIPTION: Tract 5, Hammer Ranch

Tract 5, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 6; thence S89°38'50"E (all bearings used in this description are relative to the North line of the Northwest quarter of said Section 6 which was assumed to be S89°38'50"E) on the North line of the Northwest quarter of said Section 6, 30.00 feet to the Northwest corner of Tract 6 of said Hammer Ranch; thence S00°09'54"W on the Westerly line of said Tract 6, 1559.77 feet to the Northwest corner of said Tract 5, said point also being the POINT OF BEGINNING; thence Easterly on the Northerly line of said Tract 5 and the Southerly lines of Tract 6 and Tract 7 of said Hammer Ranch for the following four (4) courses; (1) thence S89°50'06"E, 100.81 feet; (2) thence on the arc of a curve to the left having a central angle of 34°22'25", a radius of 1000.00 feet and an arc length of 599.93 feet; (3) thence N55°47'29"E on the forward tangent to the last mentioned curve, 454.99 feet; (4) thence on the arc of a curve to the right having a central angle of 42°19'23", a radius of 1250.00 feet and an arc length of 923.34 feet to the Northeast corner of said Tract 5; thence S08°06'52"W on the Easterly line of said Tract 5, said line also being the Westerly line of Tract 4, Hammer Ranch, 1312.10 feet to the Southeast corner of said Tract 5; thence Westerly on the Southerly line of said Tract 5 for the following two (2) courses; (1) thence N83°40'13"W, 433.79 feet; (2) thence N82°24'26"W, 1317.84 feet to the Southwest corner of said Tract 5; thence N00°09'54"E on the West line of said Tract 5, 444.77 feet to the Point Of Beginning and containing 37.564 acres more or less.

Prepared By : W.K. Clark & Associates, LLC  
Address : 5180 N. Union Blvd.  
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Date : November 2, 2001

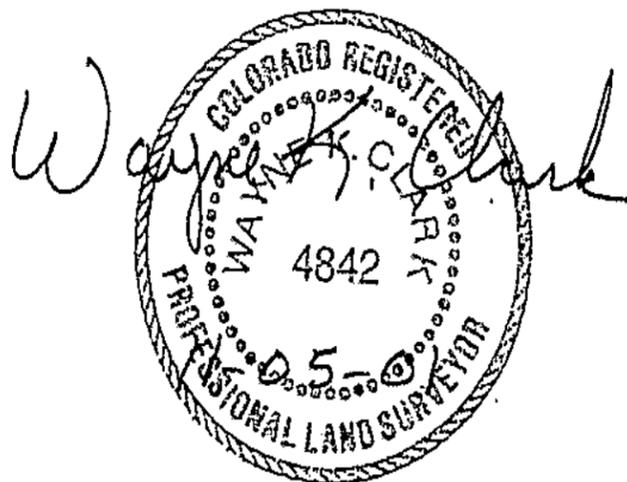


LEGAL DESCRIPTION: Tract 7, Hammer Ranch

Tract 7, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 6; thence  $S89^{\circ}38'50''E$  (all bearings used in this description are relative to the North line of the Northwest quarter of said Section 6 which was assumed to be  $S89^{\circ}38'50''E$ ) on the North line of the Northwest quarter of said Section 6, 1174.59 feet to the Northwest corner of said Tract 7, said point also being the POINT OF BEGINNING; thence continue  $S89^{\circ}38'50''E$  on said North line of said Northwest quarter and the North line of said Tract 7, 1566.39 feet to the North quarter corner of said Section 6; thence  $S89^{\circ}39'23''E$  on the North line of the West half of the East half of said Section 6 and on the North line of said Tract 7, 532.21 feet to the Northeast corner of said Tract 7; thence  $S35^{\circ}00'43''W$  on the Easterly line of said Tract 7 and the Westerly line of Tract 8 of said Hammer Ranch, 1369.08 feet to the Southeast corner of said Tract 7; thence Westerly on the Southerly line of said Tract 7 and the Northerly lines of Tracts 4 and 5 of said Hammer Ranch on the arc of a curve to the left whose chord bears  $N80^{\circ}12'44''W$ , having a central angle of  $50^{\circ}26'53''$ , a radius of 1250.00 feet and an arc length of 1100.60 feet to the Southwest corner of said Tract 7; thence  $N15^{\circ}26'10''W$  on the Westerly line of said Tract 7 and the Easterly line of Tract 6 of said Hammer Ranch, 988.71 feet to the Point Of Beginning and containing 36.1 acres more or less.

Prepared By : W.K. Clark & Associates, L.L.C  
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Date : November 2, 2001



LEGAL DESCRIPTION: Tract 8, Hammer Ranch

Tract 8, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

BEGINNING at the Northeast corner of the West half of the Northeast quarter of said Section 6; thence  $S00^{\circ}30'16''E$  (all bearings used in this description are relative to the East line of the West half of the Northeast quarter of said Section 6 which was assumed to be  $S00^{\circ}30'16''E$ ) on said East line, 1045.72 feet to the Southeasterly corner of said Tract 8; thence  $S64^{\circ}24'46''W$  on the Southerly line of said Tract 8 and the Northerly line of Tract 9 of said Hammer Ranch, 1284.92 feet to the Southwesterly corner of said Tract 8; thence Northwesterly on the Westerly line of said Tract 8 and the Northeasterly line of Tract 4 of said Hammer Ranch on the arc of a curve to the left whose chord bears  $N40^{\circ}17'16''W$ ; having, a central angle of  $29^{\circ}24'03''$ , a radius of 1250.00 feet and an arc length of 641.43 feet to the most Northwesterly corner of said Tract 8; thence  $N35^{\circ}00'43''E$  on the Westerly line of said Tract 8 and the Easterly line of Tract 7 of said Hammer Ranch, 1369.08 feet to a point on the North line of the West half of the Northeast quarter of said Section 6; thence  $S89^{\circ}39'23''E$  on said North line, 774.44 feet to the Point Of Beginning and containing 37.503 acres more or less.

Prepared By : W.K. Clark & Associates, LLC  
Address : 5180 N. Union Blvd.  
Colorado Springs, CO 80918  
Telephone : (719) 593-9440  
Date : November 5, 2001



LEGAL DESCRIPTION: Tract 11, Hammer Ranch

Tract 11, Hammer Ranch as recorded under Reception No. 200115347 of the records of El Paso County, Colorado, being a portion of Section 6, Township 15 South, Range 64 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, more particularly described as follows:

COMMENCING at the Southeast corner of the West half of the Southeast quarter of said Section 6; thence  $N00^{\circ}29'24''W$  (all bearings used in this description are relative to the South line of Section 6 which was assumed to be  $N89^{\circ}34'44''W$ ), 30.00 feet to a point on the Northerly right-of-way line of Bradley Road, said point also being the Southeast corner of said Tract 11 and the POINT OF BEGINNING; thence  $N89^{\circ}34'44''W$  on said Northerly right-of-way line and the Southerly line of said Tract 11, 1788.81 feet to the Southwest corner of said Tract 11; thence Northerly on the Westerly line of said Tract 11 and the Easterly line of Tract 2 of said Hammer Ranch for the following six (6) courses; (1) thence on the arc of a curve to the left whose chord bears  $N17^{\circ}40'33''E$ , having a central angle of  $39^{\circ}15'48''$ , a radius of 183.05 feet and an arc length of 125.44 feet; (2) thence on the arc of a curve to the right having a central angle of  $19^{\circ}56'06''$ , a radius of 918.72 feet and an arc length of 319.65 feet; (3) thence  $N17^{\circ}58'46''E$  on the forward tangent to the last mentioned curve, 487.10 feet; (4) thence on the arc of a curve to the right having a central angle of  $32^{\circ}10'28''$ , a radius of 530.52 feet and an arc length of 297.92 feet; (5) thence  $N50^{\circ}09'14''E$  on the forward tangent to the last mentioned curve, 187.00 feet; (6) thence on the arc of a curve to the left having a central angle of  $06^{\circ}25'22''$ , a radius of 1250.00 feet and an arc length of 140.12 feet to the Northwest corner of said Tract 11; thence  $S46^{\circ}16'07''E$  on the Northerly line of said Tract 11 and the Southerly line of Tract 10 of said Hammer Ranch, 1582.91 feet to a point on the East line of the West half of the Southeast quarter of said Section 6, said point also being the Northeast corner of said Tract 11; thence  $S00^{\circ}29'24''E$ , on said East line, 273.36 feet to the Point Of Beginning and containing 35.1 acres more or less.

Prepared By : W.K. Clark & Associates, LLC  
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Date : November 5, 2001



JULY 13, 2012

Reference property at schedule # 44000-00-332

OPTION TO PURCHASE AGREEMENT BETWEEN PERRY E. HASTINGS, BUYER  
AND SHIRLEY A. BOUCHER LIVING TRUST DATED OCTOBER 27, 2010,  
SELLER.

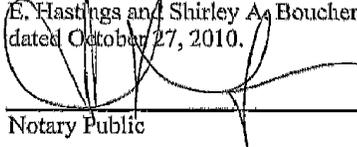
Seller agrees to sell buyer an option to purchase the remaining 80 +/- acres for \$2500 per  
acre.

This option shall expire on December 31, 2012.

  
\_\_\_\_\_  
Perry E. Hastings

  
\_\_\_\_\_  
Shirley A. Boucher, Trustee of the Shirley A. Boucher Living Trust dated October 27,  
2010

The foregoing instrument was acknowledged before me this 13 day of July 2012 by Perry  
E. Hastings and Shirley A. Boucher, Trustee of the Shirley A. Boucher Living Trust  
dated October 27, 2010.

  
\_\_\_\_\_  
Notary Public

STEPHANIE MCCLOY  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires Mar. 21, 2013

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (TD72-8-10)(Mandatory 1-11)

**IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL. THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

WHEN RECORDED RETURN TO:

Shirley A. Boucher Living Trust dated October 27, 2010  
620 Franceville Coal Mine Road South  
Colorado Springs, CO 80929

**DEED OF TRUST  
(Due on Transfer - Strict)**

THIS DEED OF TRUST is made this July 13, 2012, between **Perry E. Hastings** (Borrower), whose address is 11260 West Lane Colo Spgs CO 80929, and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of **Shirley A. Boucher Living Trust dated October 27, 2010**, (Lender), whose address is **620 Franceville Coal Mine Road South, Colorado Springs, CO 80929**.

Borrower and Lender covenant and agree as follows:

**1. Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of **El Paso**, State of Colorado:

**SEE ATTACHED EXHIBIT "A"**

known as No. **620 Franceville Coal Mine Road South, Colorado Springs, CO 80929** (Property Address), together with all its appurtenances (Property).

**2. Note; Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

**2.1** the repayment of the indebtedness evidenced by Borrower's note (Note) dated **July 13, 2012** in the principal sum of **Seventy Five Thousand Seven Hundred Fifty and 00/100 Dollars (U.S. \$75,750.00)**, with interest on the unpaid principal balance from **July 13, 2012** until paid, at the rate of **4.5 %** percent per annum, with principal and interest payable at **620 Franceville Coalmine Road, Colorado Springs, CO 80929**, or such other place as the Lender may designate, in **120** payments of **Seven Hundred Eighty Five and 06/100 Dollars Dollars (U.S. \$785.06)**, due on the **1** day of each month beginning **September 1, 2012**; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on **August 1, 2022**; and Borrower is to pay to Lender a late charge of 5 % of any payment not received by Lender within 15 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except none..;

**2.2** the payment of all other sums, with interest thereon at 18 % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

**2.3** the performance of the covenants and agreements of Borrower herein contained.

**3. Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and subject to: **none**.

**4. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

**5. Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

**6. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.



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**7. Property Insurance.** Borrower shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the Insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

**8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

**9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under § 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- 9.1 any general or special taxes or ditch or water assessments levied or accruing against the Property;
- 9.2 the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- 9.3 sums due on any prior lien or encumbrance on the Property;
- 9.4 If the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 9.5 the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;
- 9.6 all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
- 9.7 such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so

disbursed plus interest specified in § 2.2 (Note; Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

**10. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

**12. Borrower not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

**13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies

permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

**22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

**23. Escrow Funds for Taxes and Insurance.** This § 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to     N/A     of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus     N/A     of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by the Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA

or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

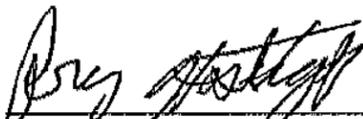
Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and, (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust, (y) the creation of a purchase money security interest for household appliances, or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

- 24.1** All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
- 24.2** If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.
- 24.3** Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

**25. Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

**EXECUTED BY BORROWER**

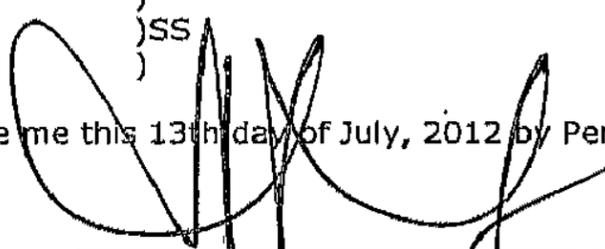
  
Perry E. Hastings

STATE OF CO  
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 13th day of July, 2012 by Perry E. Hastings.

Witness my hand and official seal.

My Commission Expires:

)  
) SS  
)  
  
\_\_\_\_\_  
Notary Public

**STEPHANIE MCCLOY**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
My Commission Expires Mar. 21, 2013

**EXHIBIT "A"**

**Parcel A:**

**A portion of the NW1/4NW1/4 of Section 20 and a portion of the NE1/4NE1/4 of Section 19, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado described as follows:**

**Beginning at the NW corner of said Section 20, said point being the Point of Beginning of a parcel of land described herein; thence S 89 degrees 59 minutes 48 seconds E coincident with the Northerly line of said NW1/4NW1/4 in Section 20, a distance of 1,258.88 feet; thence S 01 degrees 02 minutes 06 seconds E, a distance of 1,314.26 feet; thence N 89 degrees 57 minutes 15 seconds W coincident with the Southerly line of said NW1/4NW1/4, a distance of 1,260.84 feet; thence S 89 degrees 42 minutes 56 seconds W coincident with the Southerly line of the NE1/4NE1/4 of said Section 19, a distance of 128.73 feet; thence N 02 degrees 11 minutes 49 seconds W coincident with the center-line of an existing roadway known as Franceville Coal Mine Road, a distance of 1,314.00 feet; thence N 89 degrees 44 minutes 23 seconds E coincident with the Northerly line of the NE1/4NE1/4 of said Section 19, a distance of 157.31 feet to the Point of Beginning, El Paso County, Colorado,**

**AND EXCEPT any portion of the above Parcel lying within Franceville Coal Mine Road**

Transcript from: Road Book A Page 78  
Road Order Dated October 3, 1887  
Recorded 3:00 p.m. October 3, 1887

Board of County Commissioners

To

El Paso County, Colorado

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 provisions 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: October 3rd, 1887  
Attest: E.J. Eaton, County Clerk  
(official seal)



GRANT OF RIGHT OF WAY

ADVIS: W. SCHWITT  
EL PASO COUNTY CLERK RECORDER

500

John O. Boucher and Shirley A Boucher

of the County of El Paso State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Drawer "M", Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

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

An easement given for new construction of electric underground service from Pole #82 underground westerly to the southern boundary line. Easement for Izaak Walton League.

in PT Section 19 Township 14 South, Range 64 West,

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

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

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

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

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

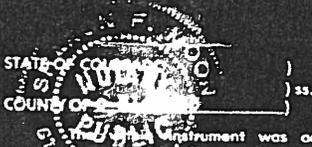
This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee,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

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

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

DATED: June 10, 19 91.

John O. Boucher (SEAL)  
Shirley A. Boucher (SEAL)  
\_\_\_\_\_  
(SEAL)



This instrument was acknowledged before me this 10th day of June 19 91 by John O. Boucher and Shirley A. Boucher

WITNESS my hand and official seal.

My Commission Expires May 21, 19 94

Account No. 0644970308

Sharon F. Moon  
Notary Public

Work Order No. 91-0347

11140 E. Woodmen Road

yes

Notary's Home or Business Address  
Falcon, CO 80831

**WARRANTY DEED**

*SH*  
**THIS DEED**, made this 13th day of July, 2012, between Shirley A. Boucher Living Trust dated October 27, 2010 of the County of El Paso and State of Colorado, grantor(s), and Perry E. Hastings

whose legal address is 620 Franceville Coal Mine Road South, Colorado Springs, CO 80929 of the County of El Paso and State of Colorado, grantees:

**WITNESS**, that the grantor(s), for and in consideration of the sum of **ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$105,750.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, , all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

**SEE ATTACHED EXHIBIT "A"**

also known by street and number as: 620 Franceville Coal Mine Road South, Colorado Springs, CO 80929

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

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

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.  
Shirley A. Boucher Living Trust dated October 27, 2010

*Shirley A. Boucher*  
By Shirley A. Boucher, Trustee

State of Colorado

County Of El Paso

The foregoing instrument was acknowledged before me this July 13, 2012, by Shirley A. Boucher Living Trust dated October 27, 2010 by Shirley A. Boucher, Trustee

My Commission expires:

}  
} ss.  
*Stephanie M. Cloy*  
Witness my hand and official seal.  
\_\_\_\_\_  
Notary Public

Doc Fee: \$10.58  
Buyers Forwarding Address for Recorded documents is:

**STEPHANIE MOCLOY**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
My Commission Expires Mar. 21, 2013

**EXHIBIT "A"**

**Parcel A:**

**A portion of the NW1/4NW1/4 of Section 20 and a portion of the NE1/4NE1/4 of Section 19, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado described as follows:**

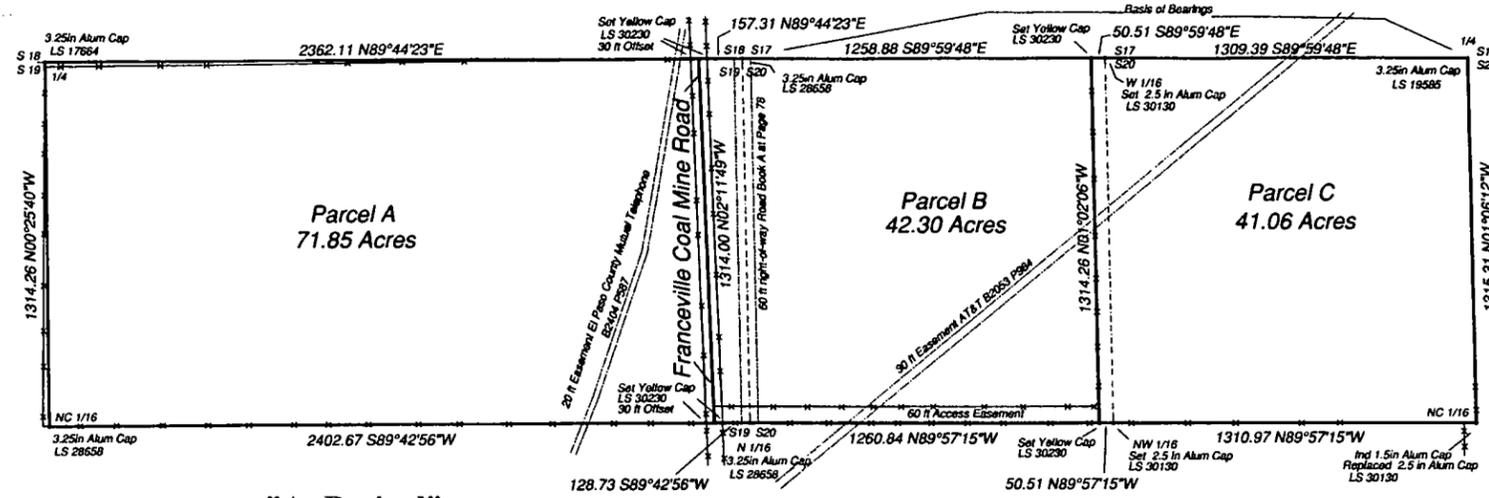
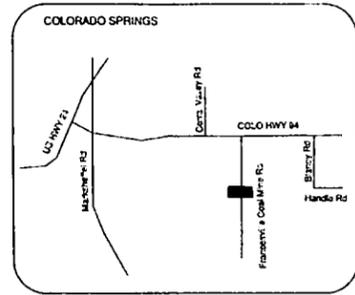
**Beginning at the NW corner of said Section 20, said point being the Point of Beginning of a parcel of land described herein; thence S 89 degrees 59 minutes 48 seconds E coincident with the Northerly line of said NW1/4NW1/4 in Section 20, a distance of 1,258.88 feet; thence S 01 degrees 02 minutes 06 seconds E, a distance of 1,314.26 feet; thence N 89 degrees 57 minutes 15 seconds W coincident with the Southerly line of said NW1/4NW1/4, a distance of 1,260.84 feet; thence S 89 degrees 42 minutes 56 seconds W coincident with the Southerly line of the NE1/4NE1/4 of said Section 19, a distance of 128.73 feet; thence N 02 degrees 11 minutes 49 seconds W coincident with the center-line of an existing roadway known as Franceville Coal Mine Road, a distance of 1,314.00 feet; thence N 89 degrees 44 minutes 23 seconds E coincident with the Northerly line of the NE1/4NE1/4 of said Section 19, a distance of 157.31 feet to the Point of Beginning, El Paso County, Colorado,**

**AND EXCEPT any portion of the above Parcel lying within Franceville Coal Mine Road**

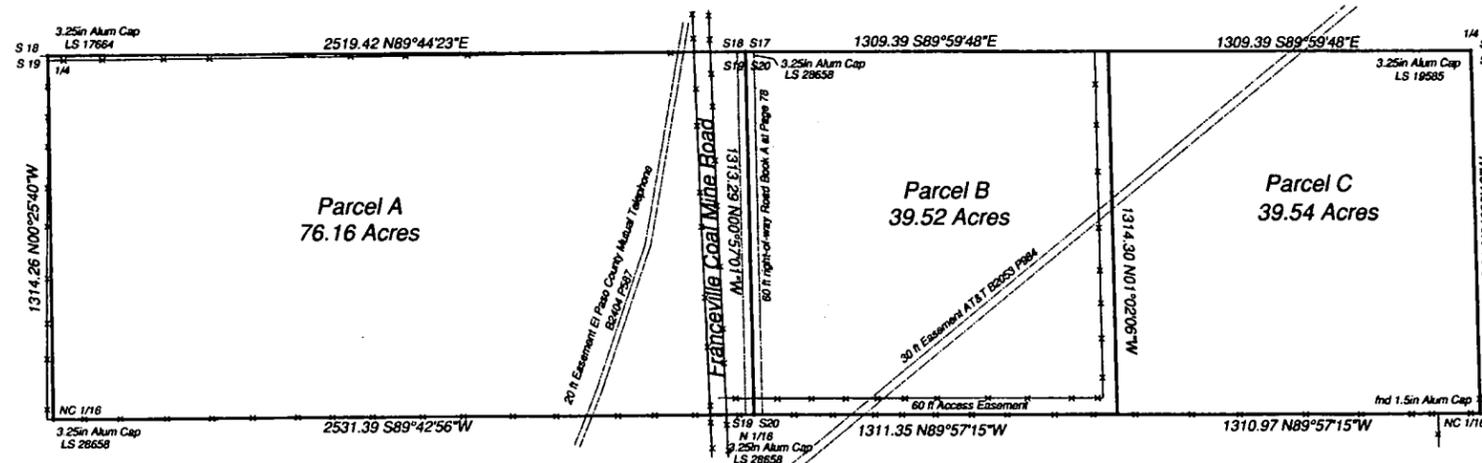
# Boundary Line Adjustment

An adjustment of the boundaries between Parcel A and Parcel B to accommodate the location of Franceville Coal Mine Road, and an adjustment of the boundaries between Parcel B and Parcel C to be consistent with the existing fence line.

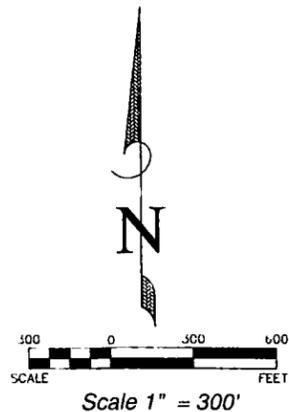
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"As Revised"



"As Existing"



## Legal Description:

**Parcel A**  
 A portion of the N1/2 NE1/4 of Section 19, Township 14 South, Range 64 West of the 6th P.M. County of El Paso, State of Colorado described as follows:

Beginning at the North Quarter corner of said Section 19 being a common quarter corner between Sections 18 and 19, said point being the POINT OF BEGINNING of a parcel of land described herein; thence N.89°44'23"E. coincident with the Northernly line of the N1/2 NE1/4 of said Section 19, a distance of 2,362.11 feet; thence S.02°11'49"E. coincident with the center-line of an existing roadway known as Franceville Coal Mine Road, a distance of 1,314.00 feet; thence S.89°42'56"W. coincident with the Southernly line of the N1/2 NE1/4 of said Section 19, a distance of 3,402.67 feet; thence N.00°25'40"W. coincident with the Westernly line of the N1/2 NE1/4 of said Section 19, a distance of 1,314.26 feet to the POINT OF BEGINNING. Containing 3,129,893.70 square feet or 71.8524 acres, more or less.

**Parcel B**  
 A portion of the NW1/4 NW1/4 of Section 20 and a portion of the NE1/4 NE1/4 of Section 19, Township 14 South, Range 64 West of the 6th P.M. County of El Paso, State of Colorado described as follows:

Beginning at the NW corner of said Section 20, said point being the POINT OF BEGINNING of a parcel of land described herein; thence S.89°59'48"E. coincident with the Northernly line of said NW1/4 NW1/4 in Section 20, a distance of 1,258.88 feet; thence S.01°02'06"E. a distance of 1,314.26 feet; thence N.89°57'15"W. coincident with the Southernly line of said NW1/4 NW1/4, a distance of 1,260.84 feet; thence S.89°42'56"W. coincident with the Southernly line of the NE1/4 NE1/4 of said Section 19, a distance of 128.73 feet; thence N.02°11'49"W. coincident with the center-line of an existing roadway known as Franceville Coal Mine Road, a distance of 1,314.00 feet; thence N.89°44'23"E. coincident with the Northernly line of the NE1/4 NE1/4 of said Section 19, a distance of 157.31 feet to the POINT OF BEGINNING. Containing 1,843,737.08 square feet or 42.3034 acres, more or less.

**Parcel C**  
 A portion of the N1/2 NW1/4 of Section 20, Township 14 South, Range 64 West of the 6th P.M. County of El Paso, State of Colorado described as follows:

Commencing at the NW corner of said Section 20; thence S89°59'48"E coincident with the Northernly line of said Section 20, a distance of 1,258.88 feet to the POINT OF BEGINNING of a parcel of land described herein; thence continue with said Northernly line, a distance of 1,309.39 feet to the North Quarter Corner; thence S01°02'06"E coincident with the East line of the NE1/4 NW1/4 of said Section 20, a distance of 1,315.31 feet; thence N89°57'15"W coincident with the Southernly line of the N1/2 NW1/4 of said Section 20, a distance of 1,310.97 feet; thence continue on said Southernly line, a distance of 50.51 feet; thence N01°02'06"W along an existing wire fence as it exist June 2012, a distance of 1,314.26 feet; thence S89°59'48"E coincident with the Northernly of said NW1/4 of said Section 20, a distance of 50.51 feet to the POINT OF BEGINNING. Containing 1,788,686 square feet or 41.06 acres, more or less.

## Certification:

This certification is to Shirley A. Boucher Living Trust  
 Standards observed and used on this project conform to the generally accepted, reasonable standards for this class of work usually applied by other surveyors in El Paso County, Colorado at the time of this certification. The sketch shown hereon does not necessarily contain all of the information obtained or developed by the surveyor in the field work, office work, or research. This survey does not constitute a title search by Alessi, Inc. to determine ownership or easements of record. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose including, but not limited to, descriptions contained in deed for adjacent properties.

## Surveyor's Statement:

The undersigned Registered Land Surveyor in the State of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 39 of the Colorado Revised Statutes, 1973, as amended have been met to the best of his knowledge and belief.

Certified this 7 Day of June 2012 by:

Wayne W. Williams  
 Colorado Registered No 30130

## County Approval:

This Plat was approved for filing by the El Paso County Development Services Department on the 10<sup>th</sup> day of July, 2012, subject to any conditions hereon and the dedication statement hereon.

Signature Max R. Ruchtel  
 Development Services Director  
 Date 7/10/12

Notice: According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the Certification shown hereon.

## Notes:

This survey does not constitute a title search by Alessi, Inc. to determine ownership of easements of record. For all information regarding easement, Right-of-Way and Title of Record, ALESSI, Inc. referred to Unified Title Company, L.L.C. Title Commitment File No. 19658UTC Amendment No. 3, dated May 31, 2012.

- Bearings** Basis of Bearings as shown. North determined by Leica GPS
- Easements**
  - Electrical line Easement granted to Mountain View Electric Assoc. mobile home located in Section 19, recorded November 29, 2007 at Reception No. 207151728. Location undefined.
  - 20 ft Easement granted to El Paso County Mutual Telephone Co. affects Section 19, recorded April 25, 1971 Book 2404 at Page 587. Location undefined.
  - 30 ft Easement granted to AT&T across Section 20, dated January 21, 1965 recorded in Book 2053 at Page 984, location as shown.
  - Mineral Rights as Book 6336 at Page 33, recorded December 15, 1993, Book 2402 at Page 641, recorded April 16, 1971.



**ALESSI, Inc.**  
 APPRAISERS • ENGINEERS • SURVEYORS  
 2989 Broadmoor Valley Road, Suite C  
 Colorado Springs, CO 80906  
 Tel: 719/540-8832  
 Fax 719/540-2781  
 Portion of the NE1/4 of Sec. 19 and portion of the NW1/4 of Sec. 20, T14 S, R 64 W  
 6th Principle Meridian, County of El Paso, State of Colorado  
 Job No. 121351 Boundary Line Adjustment Date June 7, 2012

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El Paso County, CO



217036066

RESOLUTION NO. 17-110

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

APPROVE VARIANCE OF USE FOR GATEWAY TRUCKING (VA-15-005)

WHEREAS, Perry Hastings did file an application with the Planning and Community Development Department of El Paso County for approval of a variance of use within the RR-5 (Residential Rural) zoning district to permit a contractor's equipment yard where such is not permitted; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on February 7, 2017, upon which date the Planning Commission did by formal resolution recommend approval of the subject variance of use petition; and

WHEREAS, a public hearing was held by this Board on March 28, 2017; and

WHEREAS, based on the evidence, testimony, exhibits, recommendations of the El Paso County Planning Commission, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, and comments by the County Commissioners during the hearing, this Board finds as follows:

1. That the application for the variance of use was properly submitted for consideration by the Board of County Commissioners.
2. That proper posting, publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners.
3. That the hearings before the Planning Commission and Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted, and that all interested persons and the general public were heard at those hearings.
4. That all exhibits were received into evidence.
5. That the proposed land use does permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.

6. That for the above-stated and other reasons, the proposed variance of use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

WHEREAS, pursuant to Section 5.3.4 of the El Paso County Land Development Code, as amended, in approving this variance of use, the Board of County Commissioners considered one or more of the following criteria:

1. The strict application of any of the provisions of the Land Development Code would result in peculiar and exceptional practical difficulties or undue hardship on either the owner or the contract purchaser of the property;
2. The proposed use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County;
3. The proposed use will be able to meet air, water, odor or noise standards established by County, State or Federal regulations during construction and upon completion of the project;
4. The proposed use will comply with all applicable requirements of the Land Development Code and all applicable County, State, and Federal regulations except those portions varied by this action;
5. The proposed use will not adversely affect wildlife or wetlands;
6. The applicant has addressed all off-site impacts;
7. The site plan for the proposed variance of use will provide for adequate parking, traffic circulation, open space, fencing, screening, and landscaping; and/or
8. Sewer, water, storm water drainage, fire protection, police protection, and roads will be available and adequate to serve the needs of the proposed Variance of Use as designed and proposed.

WHEREAS, the Board also finds that for the above-stated and other reasons, the proposed variance of use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County; and

WHEREAS, approval of the variance of use includes authorization for the Board to enter into a development agreement with the applicant for the purpose of mitigating the negative impacts of the developer's proposed use of the property on Franceville Coal Mine Road.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the application by Perry Hastings for a variance of use to operate a contractor's equipment yard within the RR-5 (Residential Rural) Zone District where such is not a permitted use for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by this reference;

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

**CONDITIONS OF APPROVAL**

1. Within 45 days of Board of County Commissioner approval of the variance, a site development plan, including a driveway permit, meeting the requirements of the El Paso County Land Development Code (2016) and Engineering Criteria Manual (2015) shall be submitted to the Planning and Community Development Department. The site development plan shall specifically address buffering and screening, stormwater management, grading and erosion control. Revisions and resubmittal of documents associated with the site development plan shall occur within a timely manner as determined by the Planning and Community Development Executive Director.
2. The site development plan shall not be approved until a final drainage report and grading and erosion control plan have been approved by the El Paso County Engineer. Required drainage, and grading and erosion control improvements shall be constructed as a condition of approval of the variance of use request.
3. The applicant shall complete all private stormwater and/or site improvements within 90 days of approval of the site development plan.
4. The outdoor storage area shall be screened by a six (6) foot vegetated earth berm and shall be depicted on the site development plan and associated reports and plans.
5. The terms of the development agreement regarding the mitigation of the impacts to Franceville Coal Mine Road shall be adhered to at all times. Failure to adhere to any provisions of the agreement shall be grounds for enforcement actions including, but not limited to, revocation of approvals and permits, County court actions for civil remedies, injunction, and/or criminal proceedings.

6. All activities associated with the variance of use for the contractor's equipment yard shall be located within the area depicted on the approved variance of use site plan.

**NOTATIONS**

1. Variance of use approval includes conditions of approval and the accompanying site plan and elevation drawings. No substantial expansion, enlargement, intensification or modification shall be allowed except upon reevaluation and public hearing as specified in the El Paso County Land Development Code.
2. The Board of County Commissioners may consider revocation and/or suspension if zoning regulations and/or variance of use conditions/criteria are being violated, preceded by notice and public hearing.
3. Unless otherwise specified by the BOCC, the variance of use shall be deemed abandoned, and the variance of use permit shall be of no further force and effect, if:
  - a. The primary intended use or activity has not been substantially implemented within one year of the BOCC's approval; or
  - b. The primary intended use or activity has been discontinued for a period of one year.

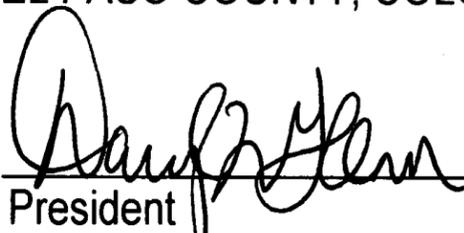
AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

DONE THIS 28<sup>th</sup> day of March, 2017, at Colorado Springs, Colorado.

ATTEST  
By:   
County Clerk Recorder



BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By:   
President

Resolution No. 17-  
EXHIBIT A

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19; TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20;  
THENCE S89°59'48"E ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1,259.32 FEET; THENCE S01°02'06"E A DISTANCE OF 1314.72 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE N89°57'15"W ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1,261.28 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S89°43'00"W ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19 A DISTANCE OF 128.78 FEET, MORE OR LESS, TO THE APPARENT CENTER OF AN EXISTING ROADWAY KNOWN AS FRANCEVILLE COAL MINE ROAD;  
THENCE N02°11'47"W COINCIDENT WITH THE APPARENT CENTER OF SAID FRANCEVILLE COAL MINE ROAD, A DISTANCE OF 1314.46 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19;  
THENCE N89°44'18"E ON SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19 A DISTANCE OF 157.37 FEET TO THE POINT OF BEGINNING;  
THE DESCRIBED TRACT CONTAINS 42.33 ACRES, MORE OR LESS.