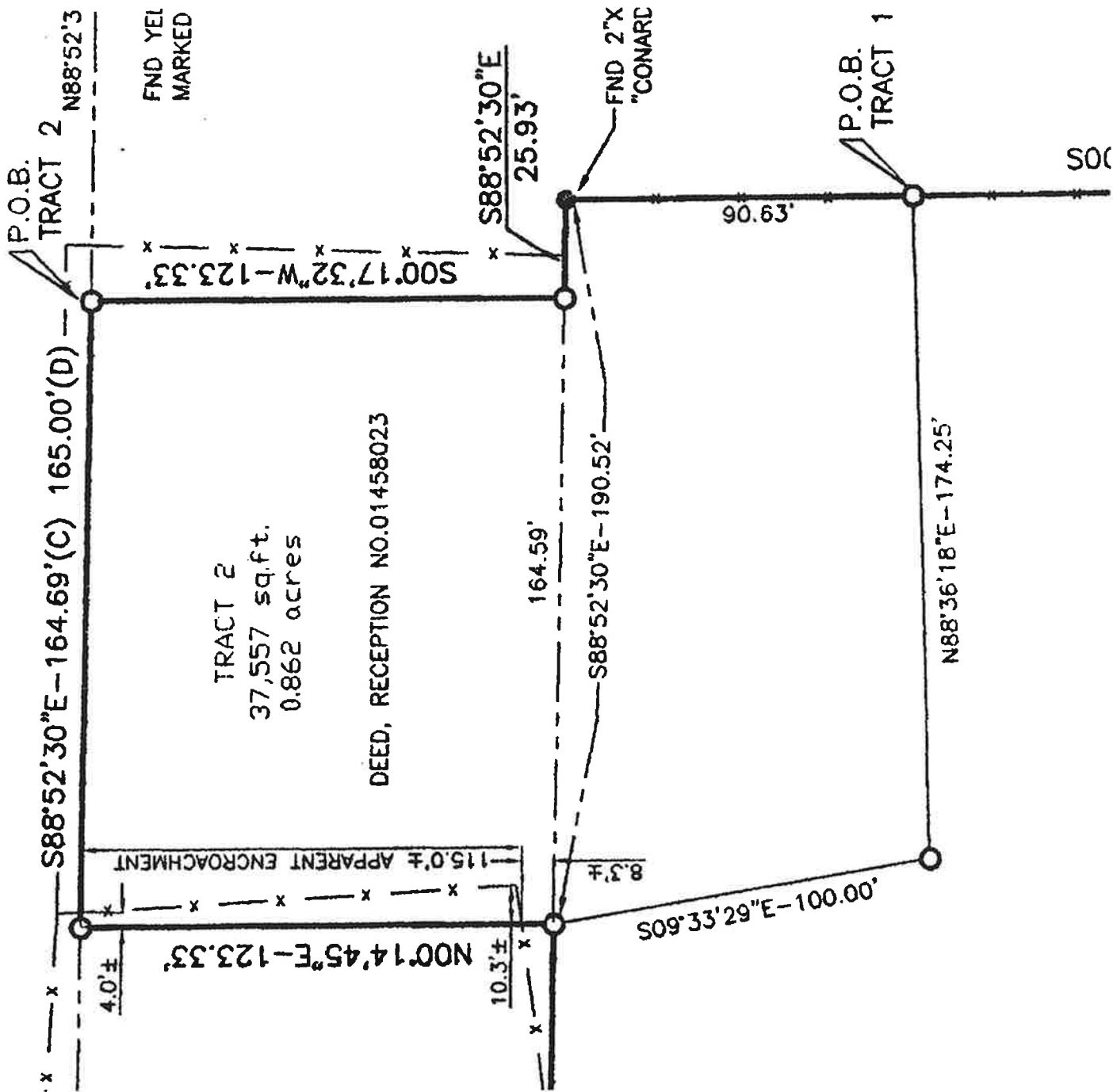
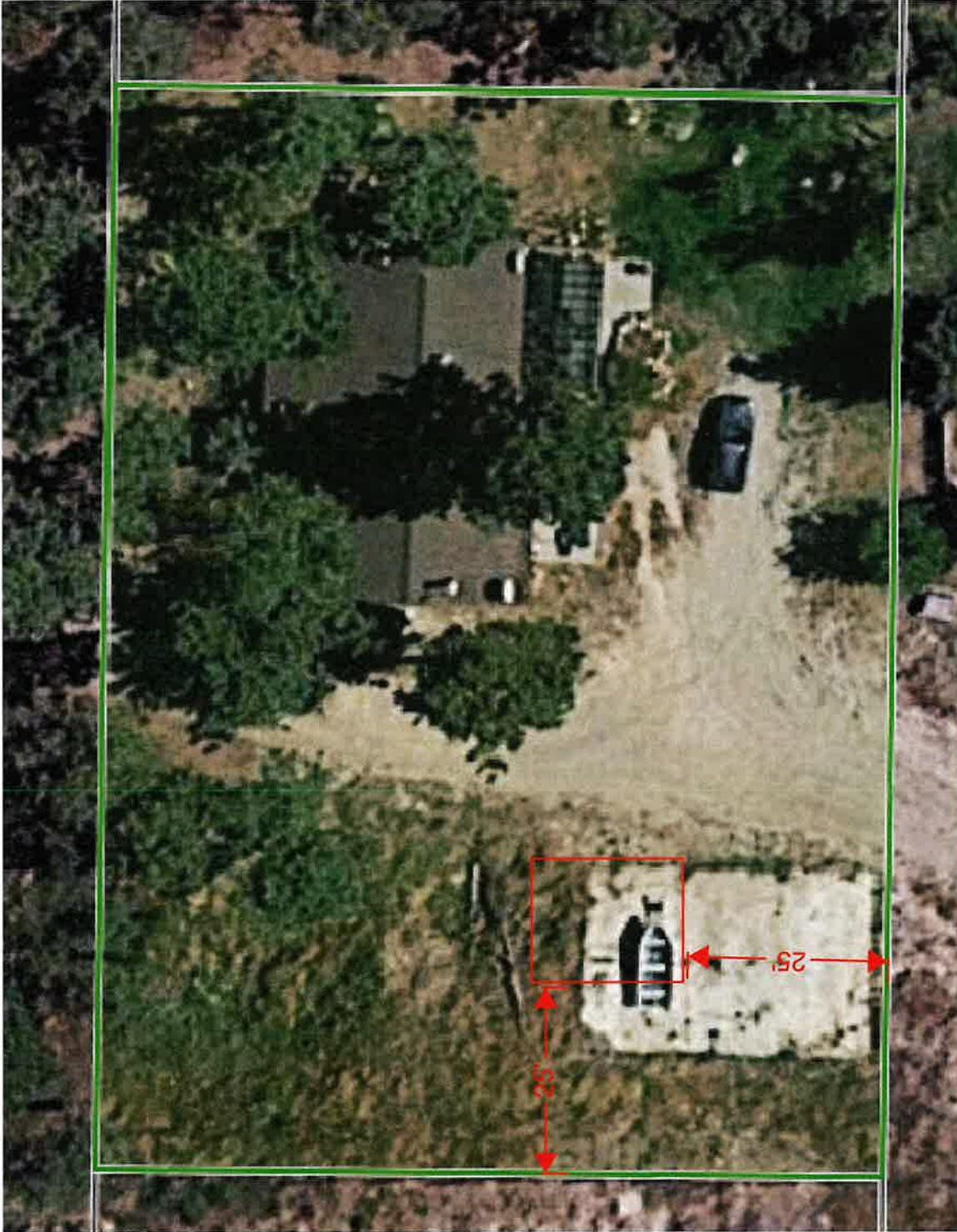


W.)



TRACT IN NW4 SEC 6-12-65
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OF SEC, TH N 0<07'30" E ON
W LN 3979.50 FT, S
88<52'30" E 469 FT FOR
POB, CONT S 88<52'30" E
165 FT, S 0<07'30" W 152.59
FT, WLY 165 FT, TH N
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POB EX RD 64

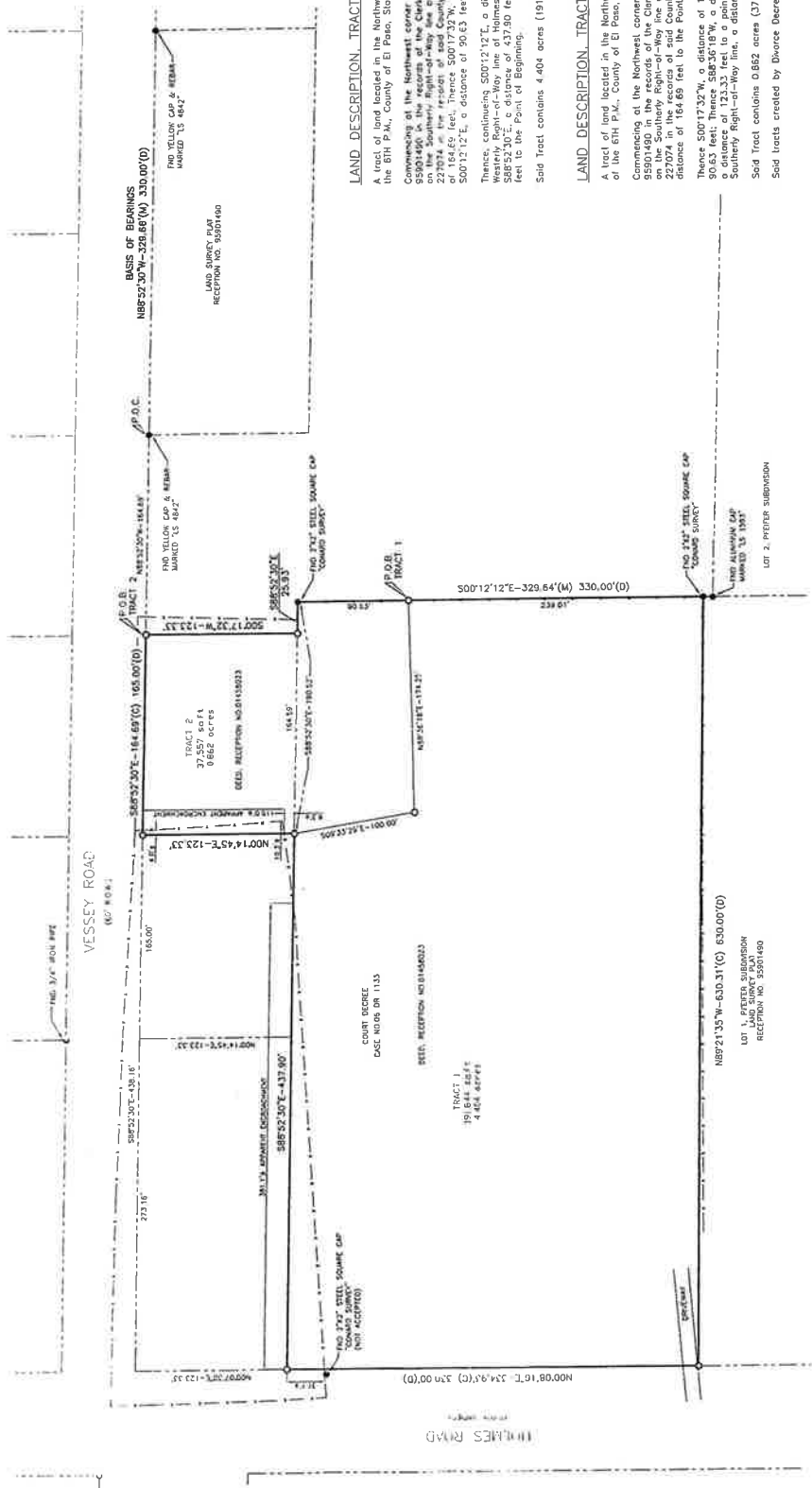


5915 VESSEY RD
52060-00-044
RR-5
EXBL-12-005

BOUNDARY LINE ADJUSTMENT

212900136

OF
A portion of the Northwest One-quarter (NW1/4) of Section 6,
Township 12 South (T12S), Range 65 West (R65W) of the 6TH P.M.,
County of El Paso, State of Colorado



LAND DESCRIPTION, TRACT 1:

A tract of land located in the Northwest One-quarter (NW1/4) of Section 6, Township 12 South (T12S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, being more particularly described as follows:
Commencing at the Northwest corner of a tract of land as described in a Land Survey Plat, recorded under Reception No. 55901490 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado. Said point being also on the Southern Right-of-Way line of Vessey Road as described in Correction Quit Claim Deed, recorded under Reception No. 527074 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado. Said line being monumented at the Northwest corner of said tract of land by a found yellow cap and rebar marked "S 4842" and at the Northwest corner of said tract of land by a found yellow cap and rebar marked "S 4842". Said line bears N89°52'30"W, a distance of 329.66 feet to a point on the Southern Right-of-Way line of Holmes Road, thence N07°08'16"E along said Right-of-Way line, a distance of 334.82 feet; thence S88°52'30"E, a distance of 437.90 feet; thence S02°32'28"E, a distance of 100.00 feet; thence N88°26'19"E, a distance of 1 foot to the Point of Beginning.
Said tract contains 4.404 acres (191,844 s.l.) more or less.

LAND DESCRIPTION, TRACT 2:

A tract of land located in the Northwest One-quarter (NW1/4) of Section 6, Township 12 South (T12S), Range 65 West (R65W) of the 6TH P.M., County of El Paso, State of Colorado, being more particularly described as follows:
Commencing at the Northwest corner of a tract of land as described in a Land Survey Plat, recorded under Reception No. 55901490 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado. Said point being also on the Southern Right-of-Way line of Vessey Road as described in Correction Quit Claim Deed, recorded under Reception No. 527074 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado. Said line being monumented at the Northwest corner of said tract of land by a found yellow cap and rebar marked "S 4842" and at the Northwest corner of said tract of land by a found yellow cap and rebar marked "S 4842". Said line bears N89°52'30"E, a distance of 329.66 feet to a point on the Southern Right-of-Way line of Holmes Road, thence N07°08'16"E along said Right-of-Way line, a distance of 334.82 feet; thence S88°52'30"E, a distance of 437.90 feet; thence S02°32'28"E, a distance of 100.00 feet; thence N88°26'19"E, a distance of 1 foot to the Point of Beginning.
Said tract contains 0.882 acres (37,557 s.l.) more or less.
Said tracts created by Dorcee thereto of Reception No. 212900136.

SURVEYOR'S CERTIFICATION:

The undersigned Registered Land Surveyor in the State of Colorado hereby certifies that I have personally examined the plat and the field notes and the monuments and that the same are correct and that the same conform to the requirements of the Professional Inspector and that I am a duly qualified and duly licensed Surveyor in the State of Colorado.
John W. Johnson, 12/20/12
Pinnacle Land Surveying, Inc. (Professional Seal No. 2298)

PINNACLE LAND SURVEYING,	
1922 W. Colfax Avenue, Colorado Springs, CO 80905	
TITLE:	BOUNDARY LINE ADJUSTMENT
SCALE:	NW 1/4, SEC 6, T12S, R65W of the 6TH P.M.
DATE:	12/20/12
CHECKED BY:	AWT
JOB NO.:	0800233

RECORDING:

STATE OF COLORADO)
COUNTY OF EL PASO) SS
I hereby certify that this instrument was filed for record in my office on this 20th day of December, 2012, and is a duly recorded instrument in the public records of El Paso County, Colorado.
AWT
By: Amy Hill, Secretary

APPROVALS:

The accompanying Boundary Line Adjustment was approved by the El Paso County Development Services on this 20th day of December, 2012 AD.
D.L.L. in A.C.M.
D.L.L. in A.C.M.
D.L.L. in A.C.M.

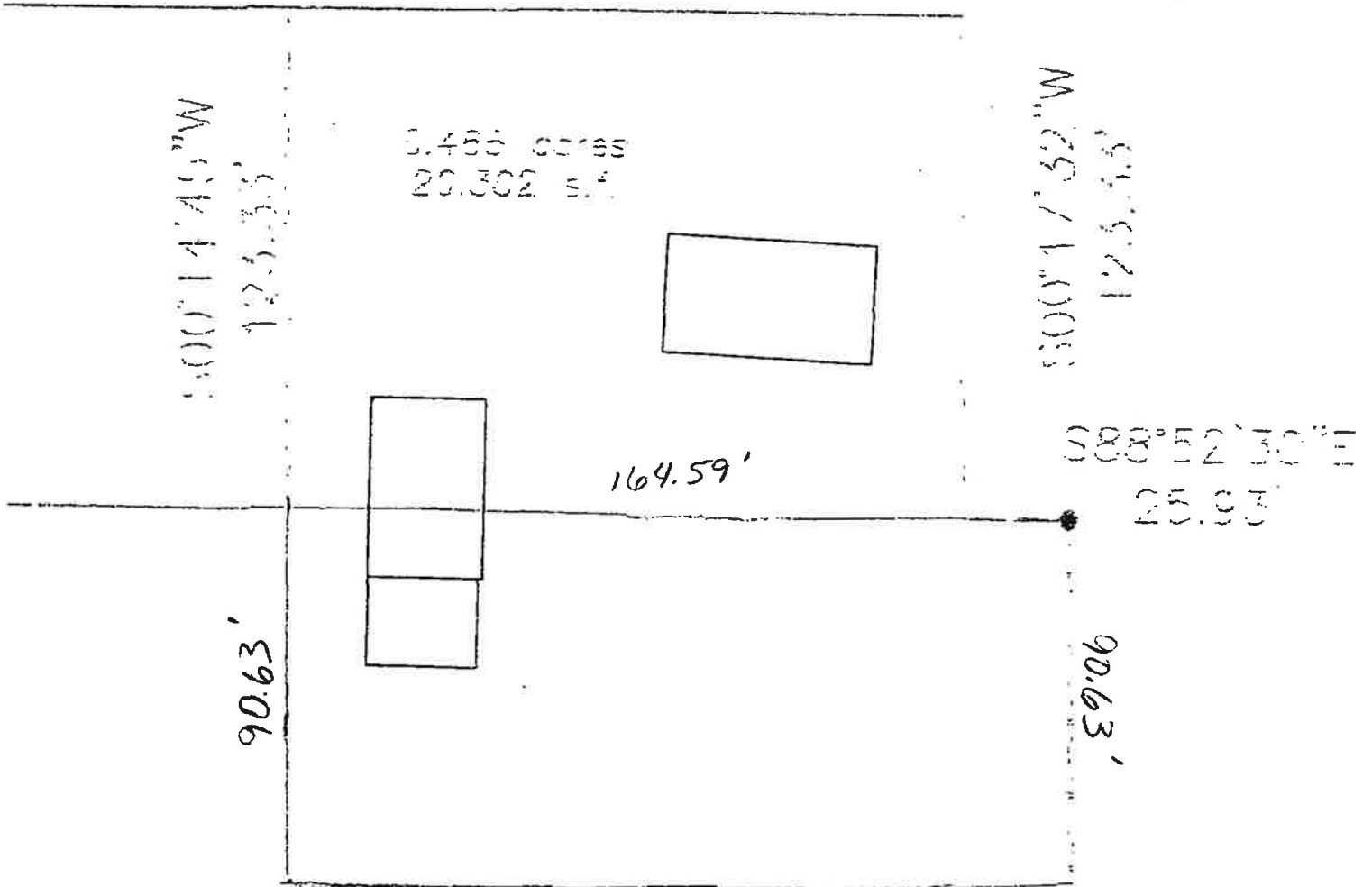
BASIS OF BEARINGS

This plat is based upon the bearings and distances shown on the plat as described in a Land Survey Plat, recorded under Reception No. 55901490 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado. Said line being also the Southern Right-of-Way line of Vessey Road as described in Correction Quit Claim Deed, recorded under Reception No. 527074 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado. Said line being monumented at the Northwest corner of said tract of land by a found yellow cap and rebar marked "S 4842" and at the Northwest corner of said tract of land by a found yellow cap and rebar marked "S 4842". Said line bears N89°52'30"W, a distance of 329.66 feet (measured) (330.00 feet (rounded)).

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 BE BRINGED MORE THAN TWO YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



S88°52'30"E - 164.69'



164.59
~~25.93~~
 190.52

$$\frac{190.52 \times 90.63}{43,560} = .396391 \text{ acres}$$

17,266.83'
 43,860.

S00°12'12"E - 329.64'



El Paso County Terry R. Harris Judicial Complex Court address: 270 South Tejon Street Colorado Springs, CO 80903 Phone number: (719) 448-7650	
In re the Marriage of: Petitioner: DICK DIXON vs. Respondent: LORI DIXON	▲ COURT USE ONLY ▲
Attorney or Party without Attorney (Name and Address): 	Case Number: 06 DR 1133 Division Courtroom
MEDIATED SEPARATION AGREEMENT	

THIS AGREEMENT is made and entered into by and between **DICK DIXON** hereinafter referred to as Husband, and **LORI DIXON** hereinafter referred to as Wife.

WITNESSETH:

The parties were married on the 29th day of May, 1976 and now are husband and wife.

The parties have separated and differences have arisen between them so as to render their marriage to be irretrievably broken.

One or both of the parties have been domiciles of the state of Colorado for more than 90 days preceding the commencement of this action. By signature hereto, the parties consent to the state exercising subject matter as well as personal jurisdiction over themselves and their property/status.

The parties have been urged and counseled to seek independent advice of other professionals including accountants, tax advisors, and financial consultants. Each expressly states that they have not relied upon the comments of the other party, or the attorney(s) in this case for tax advice or the tax effects of this Agreement.

There are children born of the marriage, and Wife is not pregnant. All children are emancipated by operation of law.

Whereas, each party has had the benefit of legal counsel, and other experts, including appraisers. The parties have elected to voluntarily and knowingly resolve their differences upon the terms and conditions of this agreement. Each party did participate in the process known as med/arb, and have, with reasonable time for reflection, elected to resolve their differences as set forth herein.

WAYNE W. WILLIAMS
 12/20/2012 04:49:41 PM
 Doc \$0.00 Page
 Rec \$71.00 1 of 13

El Paso County, CO



212152572

Whereas, the parties admit that this Court has jurisdiction over the subject matter of the action and personal jurisdiction over the parties. Both parties request that a Decree of Dissolution be entered on the basis that the matter is now uncontested. Both parties waive further notice of any proceedings designed to procure a Decree of Dissolution wherein this Agreement is approved and adopted by the Court. The parties will submit an affidavit for the issuance of a decree.

Whereas, these parties, through their counsel, retained the services of JOHN G. OTTO to operate in the capacity known as Mediation/Arbitration. There exists a written Agreement. That Agreement is hereby incorporated by reference. The parties scheduled a hearing before JOHN G. OTTO, and both parties appeared on said time and date. Prior thereto, certain trial notebooks and other exhibits were presented and reviewed. By stipulation and agreement, both parties presented their concerns in a pro se capacity, i.e., neither counsel of record was present during the mediation sessions. This lack of counsel was by stipulation and agreement, and neither party may create an issue based upon a failure to confirm their Agreement through their counsel, although both parties had opportunity to confer with counsel had either party so chosen.

Whereas, there existed substantial differences of opinion as to the value of assets, their existed significant issues that may be claimed to be "economic fault" issues, there are numerous complaints as to actions or inactions during the pendency of the action, or prior to the commencement of these actions. Both parties, in good faith, desire a final resolution, even if many issues are still subject to outstanding discovery and/or other concerns. Though both parties disagree on certain values, they have reached a full and complete agreement as to the division of their marital estate, and the solutions reached by the parties are deemed to be creative, fair, equitable and not unconscionable, even if one or both parties may be waiving values that could be asserted in litigation. Both parties recognize that the benefits of resolution and finalization outweigh their concerns as to the other's perceptions and opinions, and both parties have, to their significant credit, elected to resolve their differences in accordance with the following agreement

Whereas, the parties had full and complete authority to confer with their counsel and discuss this agreement. The parties stipulate and agree that this agreement is their free and voluntary agreement, and that the same was accomplished with the assistance of JOHN G. OTTO, but solutions set forth herein constitute the parties agreement.

Whereas, the parties have executed a Mediation/Arbitration Agreement, which agreement is incorporated herein by reference, and they understand that JOHN G. OTTO is not the attorney for either party.

Whereas, these parties have submitted financial affidavits, exhibits, spreadsheets, and other information that was relied upon in mediation. Both parties are familiar with the marital estate, and the resources/income associated therewith.

Whereas, both parties are cognizant of each side's respective positions, concerns, and motivations, and based upon each sides diligent and good faith pursuit of resolution, the following agreements were voluntarily and knowingly entered into. Both sides agreed to compromise their respective claims, demands, and defenses so as to reach an agreement.

Whereas, JOHN G. OTTO as Mediator did assist the parties in reaching a full and complete understanding as to all issues in controversy. The Mediator met with the parties, and confirmed that the terms and conditions of the Agreement are fair and voluntarily approved.

Whereas, after an agreement and understanding was reached, the parties did jointly and severally request, stipulate and agree to appoint JOHN G. OTTO as an arbiter for the sake of memorializing the agreement, to rule upon any issue that may need clarification, and to approve and adopt the agreement. Pursuant to stipulation and agreement, the Mediator then recited the terms and conditions of the parties agreement, and was asked, as Arbiter, to approve and adopt the parties agreement. Both parties did affirm, under oath, that they understood the terms and conditions of the Agreement, and did verify that the same was not unconscionable, and is fair and equitable, and in the best interest of all concerned. The Arbiter did therefore approve and adopt the Agreement, and ordered that the parties comply with the intent, terms and conditions of the same.

In valid consideration of each other's promises, covenants and commitments, it was agreed and stipulated as set forth hereinbelow.

IT IS MUTUALLY AGREED AND STIPULATED AS FOLLOWS:

RECITAL

1. The above and foregoing recitals are hereby incorporated herein by reference and made a part of the parties understanding.

SPOUSAL MAINTENANCE

1. The parties acknowledge and agree that each is fully capable of supporting themselves individually; that they are able to provide for their individual needs; and that after being fully advised and counseled, each party hereto does knowingly and intelligently waive for all time any and all rights to temporary or permanent spousal maintenance or alimony. Each party is aware that such waiver is permanent and cannot later be revoked.

MEDICAL INSURANCE

1. Each party shall be responsible to acquire and maintain whatever medical health benefits he or she may determine. Each party shall be responsible to assume any and all uninsured medical or dental expenses he or she may incur, free and clear of any claim by the other spouse. Each party shall assume and pay their medical health expenses, hold their spouse harmless on such expenses, and indemnify their spouse from any and all obligations. In the event either party is entitled to the

continuation of any COBRA type benefits, it is agreed that each party shall assist the other in applying for such benefits. There is no expectation or promise that such benefits exist, and in the event, there are no such benefits, neither party has a claim against the other.

PROPERTY

1. It is agreed that Wife shall retain as her sole and separate property, all of her personal effects, articles of adornment, household goods and furnishings now in her possession, including the 2003 Honda, and Wife shall hold Husband harmless for any debt or obligation attached thereto, except for those debts specified hereinafter. Wife shall assume full responsibility for the control, operation, and maintenance of the vehicle(s) awarded to her, including licensing fees, insurance, and other expenses, and shall hold their spouse harmless on any costs and liability associated with the operation and ownership of the same.

2. It is agreed that Husband shall retain as his sole and separate property all of his personal effects, articles of adornment, household goods and furnishings now in his possession, including the 1972 Cadillac, Kubota trailer, and the 1977 motorhome, and Husband shall hold Wife harmless for any debt or obligation attached thereto, except for those debts specified hereinafter. Husband shall assume full responsibility for the control, operation, and maintenance of the vehicle(s) awarded to him, including licensing fees, insurance, and other expenses, and shall hold their spouse harmless on any costs and liability associated with the operation and ownership of the same.

3. Notwithstanding the above and foregoing, Husband acknowledges that there exists certain personalty that should be in the possession and control of Wife, and that said personalty is located within a certain barn. Accordingly, Husband shall locate and deliver to Wife's possession the following items: Her grandfather's coins, a certain jewelry box, and a fair and equitable distribution of children related effects and personalty. The parties agree that the division of personal items is fair and equitable, both in kind and value.

4. There exists two real estate holdings within the State of Colorado described as: The property known as 14170 Holmes Road, Colorado Springs, CO and the property known as 5915 Vessey Road, Colorado Springs, CO. These properties are adjoining properties. Though an appraisal was anticipated to be accomplished by Mr. Steve Sena there was a market analysis opinion rendered by Kathy Fish. An issue exists as to Ms. Fish's conclusions regarding the size of each property. Her market analysis would seem to equalize the acreage between these two addresses as constituting approximately 2.5 acres per parcel, when in fact, the Vessey Road property contains less than an acre and the Holmes property contains approximately 4.7 acres. Because these properties are adjoining, the parties constructed or allowed the existence of certain outbuildings and barn to be established and maintained, which outbuildings actually encroach upon the legal property boundaries of these two properties. The parties have agreed as follows:

A. Husband shall have as his sole and separate property the premises known as 5915 Vessey Road. Wife shall have as her sole and separate property, subject to the following restrictions, covenants and expectations, the property known as 14170 Holmes Road. Both parties shall, when appropriate, execute Quit Claim Deeds to each other to carry out the intent, terms and conditions of this Agreement.

B. Husband shall remove the motorhome from the Holmes Road property the motorhome. In removing his belongings from the Holmes Road property, Husband shall use reasonable and diligent care so that the removal of any of his items do not cause damage to Wife's property interests. Husband agrees to vacate the same within thirty (30) days.

C. Wife shall procure the expert assistance of a surveyor and a real estate lawyer. Wife shall assume and be responsible for the reasonable costs associated with creating new boundary lines, a new survey, and seeking whatever governmental approval should be necessary such that the existing "encroachment" problems are finally resolved, and shall have no impact upon future prospective buyers or sellers. In particular, the lot line that exists between the Holmes property and the Vessey property shall be amended by approximately 120 ft. by 165 ft. This distance is contemplated to be sufficient such that the two barns and the septic system attached to 5915 Vessey Road shall conform to the newly created boundary lines, not constitute an encroachment upon the Holmes property, and it is anticipated that the transfer of property from Holmes Road to Vessey should not exceed approximately 1/2 acre, wherein the Vessey Road property will now be approximately one acre and the Holmes Road property will be approximately 4.27 acres.

D. Wife's commitment to assume and pay the legal fees and survey expenses, as well as fees associated with the government's approval of this process shall not exceed \$10,000.00. If, in fact, the costs of this newly defined property lines exceed \$10,000.00 the parties shall share equally and all reasonable costs in excess thereof.

E. Both parties shall announce to the children who are temporarily residing in the Holmes Road premises that the same must be vacated so that the same is available for occupancy by Husband pursuant to the terms and conditions of the parties' agreement. If Husband elects to allow the children to continue residing, then he has the option to do so. Otherwise, both parties shall request that the children vacate the same.

F. After the re-survey and replatting of the two lots, Husband shall be given six (6) months in which to refinance the underlying lien/obligation to the benefit of Umpqua Bank, or obtain a release of liability for and on behalf of Wife. If Husband is unable to refinance or obtain a release of liability within six (6) months' time, the Court retains jurisdiction to order the sale of the premises. If the premises is sold by the choice of Husband or by court order, Husband shall be entitled to all net proceeds realized therefrom, free and clear of any claim by Wife.

G. Wife shall be given six (6) months in which to procure the assistance of a surveyor (Simpson Surveying) and the assistance of a real estate lawyer (Edward Shields) to obtain approval of a re-description of the lands. Hopefully, whatever governmental agency needs to approve the re-descriptions will see the prudence of this modification of legal descriptions to be beneficial to everyone concerned, including the government, and including prospective future buyers.

H. In the event of dispute concerning the exact proportions of the land to be taken from Holmes Road to the benefit of Vessey Road, the Arbiter would retain jurisdiction to hear and determine any such issues, with the understanding that whatever new legal description is to be formulated should be sufficient to include the two outbuildings that encroach upon the existing Holmes Road lot, as well as a reasonable plot of land, wherein Husband's utility services (septic system) does not encroach upon the land. If the government requires additional set backs, then the re-descriptions shall include reasonable set backs.

I. The parties acquired land in the State of Oklahoma. Husband shall have as his sole and separate property said Oklahoma land. If necessary, Wife will quit claim, deed and transfer any interest she may have in and to the same to Husband. It shall be Husband's responsibility to prepare and submit the necessary transfer documents and/or deeds. Upon presentation, Wife shall execute the same.

5. In addition to the above and foregoing, Husband shall have as his sole and separate property, free and clear of any claim by Wife, the property above awarded to him, and in addition thereto, the following assets and/or resources, to-wit:

A. His Roth IRA;

B. His individual and business related banking accounts with Air Academy;

C. All inventory, equipment and assets associated with the business entity as Black Forest Trailers, subject to all liens, obligations and claims against the same. Husband shall assume and pay all costs, expenses and claims relating to Black Forest Trailers, hold his spouse harmless thereon, and indemnify her from any loss, including reasonable attorney fees;

D. Husband shall have the existing and pre-existing business entities known as Black Forest Trailers and Black Forest Depot. It is represented that Black Forest Depot is no longer a viable enterprise, nevertheless, Husband shall have the same as his sole and separate property to do with as he pleases.

E. Husband shall be responsible to assume and pay all expenses relating to the property awarded to him, and in addition thereto, shall be responsible for any and all credit cards he has acquired in his name only, or in a business capacity;

F. Any and all purchases of personal property since the parties separation.

6. In addition to the above and foregoing, Wife shall have as her sole and separate property, free and clear of any claim by Husband, the property above awarded to her, and the following, to-wit:

A. The premises known as 14170 Holmes Road, Colorado Springs, CO, subject to vacating her interests in the approximately 1/2 acre of land so as to accommodate and clarify that any buildings associated with the premises known as 5915 Vessey Road shall not be encroaching upon the Holmes Road description, including reasonable access to a septic system to be given to Vessey Road;

B. Her 401(k);

C. Any and all rights, if any, towards a future PERA defined benefit retirement program;

D. Her individual accounts with Air Academy;

E. Any and all purchase of personal property type items since the parties separation;

PENSIONS AND RETIREMENT PROPERTY

1. During the course of this lengthy marriage, both parties acquired claims to future retirement benefits. In particular, Husband has a Roth IRA, and Wife has a 401(k) plan. It is further acknowledged that Husband will have a future claim to Social Security, and that Wife's PERA future defined benefits will, in all reasonable likelihood, prevent her from enjoying any Social Security benefits.

2. There have been no expert reports or opinions concerning a present value analysis of Social Security and/or PERA defined benefits. During the course of mediation, the Mediator did explain value options, including present value analysis, as well as marital coverture formulas. Both parties desire to finalize their marital issues on a "global" format, wherein attempting to accurately determine future values is deemed unimportant. In this vein, Wife is waiving claims to what she believes to be a significant value attached to Black Forest Trailers, even though that value is seen by Husband to be exaggerated, embellished, and inappropriate. Nevertheless, there does exist an intangible value to the business enterprises, even if the parties cannot agree upon that value. In consideration of each other's mutual waiver of claims, further discovery and each other's concerns, it is agreed and stipulated that Wife shall have free and clear of any claim by Husband, her future PERA defined benefits to do with as she chooses. The parties have been advised that though the Court cannot divide Social Security, the same constitutes an economic circumstance. Wife waives any and all claims she may have regarding Husband's Social Security other than those claims granted by federal law, wherein a spouse of ten years' duration may have a claim that will in no way impact Husband's Social Security benefits.

TAXES

1. Each party shall file separate tax returns for the calendar year 2006, and separate tax returns for all years thereafter.

MISCELLANEOUS

1. Husband shall be responsible to assume and pay the mortgage attached to the Vessey Road property, hold his spouse harmless thereon, and indemnify her from any loss. As stated hereinabove, Husband shall be given six (6) months in which to refinance or obtain a release of liability. It is acknowledged and stipulated that to fully finalize the matter, it would appear reasonable and prudent for Wife's project (redefine property lines) to be accomplished before Husband is required to obtain a new finance or release of liability.

ATTORNEY FEES

1. It is agreed that each party shall be solely responsible for his or her own attorney fees and costs.

MEDIATION/ARBITRATION EXPENSES

1. It is agreed that the parties shall equally assume and pay those expenses incurred and charged by JOHN G. OTTO. In the event of any controversy, and in the event a party does not voluntarily remit payment to JOHN G. OTTO, then JOHN G. OTTO shall be entitled to a judgment and reasonable attorney fees incurred in collecting said judgment.

DEBTS

1. It is agreed that Husband shall assume and pay:

A. All liens and obligations attached to the property being awarded to him, including business interests.

B. Capital One Visa, with an approximate balance of \$200.00;

C. Chase Visa (two accounts) with an approximate balance of \$8,000.00.

2. It is agreed that Wife shall assume and be solely responsible for the following marital debts:

A. Student loans with an approximate balance of \$20,000.00;

B. Air Academy Visa with an approximate balance of \$-0-;

- C. Mastercard with an approximate balance of \$-0-;
- D. Penneys with an approximate balance of \$-0-;
- E. Kohl's with an approximate balance of \$-0-.

3. It is agreed that each party shall be solely responsible for any and all debts incurred after the date of separation, as set forth in their respective financial affidavits, and each party agrees to hold the other harmless for any and all debts or obligations which they assumed pursuant to the terms of this Agreement.

4. It is further agreed that any gifts, advances, or loans from family members shall be paid by the spouse whose family extended such monies, unless specifically otherwise distributed hereinabove. Neither party shall have the authority to, nor shall either contract any debt, charge, or other liability either personal or financial, whatsoever, in the name of the other party or upon account of the other party. All credit cards and marital identification cards shall be destroyed or returned to the possession of the party responsible to pay the account.

WAIVER OF BENEFICIARY DESIGNATIONS

1. Except as otherwise noted in this Agreement, Husband and Wife hereby specifically waive any survivorship interest or future expectancy in any asset of the other, including retirement or pension benefits, if any, and shall take no interest therein unless named as a beneficiary, other than "spouse" and only if the designation of beneficiary is executed by the other party on a date subsequent to the date that other party signed this Agreement.

NO INTERFERENCE

2. It is agreed that Husband and Wife may live separate and apart, one from the other, to be free from the marital control and authority of the other party, and neither party shall interfere with the other party, nor shall either party at any time hereafter contract any debt or liability whatsoever for which the other party shall be or may become liable or answerable. Henceforth, all debts and obligations incurred by the parties are personal and will not reflect upon the credit of the other party hereto.

INDEMNIFICATION

3. It is further agreed that if any claim, action or proceeding shall hereafter be brought or taken against a party or a party's property concerning any debt or liability not assumed by that party, which was assumed by the other pursuant to the terms of this Agreement, then the party who was to have paid or assume such debt or liability, at his or her own expense, shall defend and otherwise financially protect the non-assuming party against any such claim, action or proceeding, whether or not it is well-founded, shall hold the other harmless therefrom, and shall pay reasonable attorney's fees and costs incurred in connection with the defense of any such claim, action, or proceeding, as well

as any losses sustained by the non-assuming party, by the failure of the assuming party to hold the other harmless. This hold-harmless provision is to be construed in the nature of support by the one party to the other.

EXECUTION OF INSTRUMENTS

4. Each party, upon tender thereof by the other party shall promptly execute and deliver to the other party or to any nominee or nominees of the other party all instruments that may be necessary, convenient or appropriate to fully and fairly effectuate all provisions of this Agreement, including mutual releases. If either party shall fail to execute and deliver any such instruments to the other party, then this stipulation and agreement shall constitute an actual grant, assignment and conveyance of such property and rights, in such manner and with such force and effect as shall be necessary to effectuate the terms hereof. In addition, and in the event it should become necessary, the Clerk of the District Court shall be appointed special agent to execute those papers needed to carry out the intent, terms or conditions of this Agreement.

MILITARY

5. For purpose of procuring a decree of dissolution, based upon the terms of these agreements, it is stipulated by both parties hereto that each party does waive any and all rights they may have under the Soldiers' and Sailors' Civil Relief Act of 1940 as amended.

SITUS

6. It is agreed that this Agreement shall be construed and governed in accordance with the laws of the State of Colorado.

BINDING ON HEIRS

7. Upon the issuance of a Decree of Dissolution, this Agreement shall be binding upon the heirs, executors, administrators, personal representatives, guardians, agents or assigns of each party to the same extent it is binding upon the parties. Upon the issuance of a Decree of Dissolution, Husband and Wife hereby release all rights that either of them now has or may hereafter acquire, to share in any capacity in the estate of the other, except as to those rights expressly reserved in this Agreement, if any, such as by way of possible examples the right to indemnity, as well as life insurance protection for spousal maintenance or child support. Each further release all rights either of them has to participate in any manner in the administration of the estate of the other. This waiver is of "all rights upon death", as that term is defined in the Colorado Marital Agreement Act, Section 14-2-304(2), (1987 Repl. Vol. 6B), unless otherwise inconsistent with the provision of this Agreement. However, nothing contained in this Agreement shall be taken as a waiver of the rights or benefits either might have under the Will of the other that is signed at a point in time after this Agreement has been signed by both parties. If either party should die after this Agreement has been signed by both, and the other be found to have been the named beneficiary of a life insurance policy on the life of the deceased, referring to the beneficiary by name and/or spousal designation, even if

the spousal designation is no longer correct, the surviving party shall be entitled to receive life insurance proceeds of that policy. Unless a party is required by this Agreement to maintain life insurance protection for the other, or their children, either is free to cancel or continue the policy with such beneficiary designations and coverage as they may choose. If they fail to make a beneficiary or coverage change that they might make without violating this Agreement, then the beneficiary listed in the policy, pension, or benefit shall continue to be entitled to the proceeds upon death, notwithstanding the parties' divorce or the remarriage of either party.

VOLUNTARY EXECUTION

8. It is agreed that the provisions of this Agreement and their legal effect have been fully explained to the parties, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

FULL DISCLOSURE

9. This Agreement is predicated upon assurances that the parties have provided a full and complete disclosure of all financial information. The parties warrant and represent that financial information and statements have been exchanged and that the same have been true, accurate and complete as to any interest, direct or indirect, or beneficial that either may have. No asset, resource or liability of any value has been concealed nor undisclosed. The parties have relied upon each other's representations, as set forth in their financial affidavits, correspondence and spread sheets; and based thereon, this Agreement is deemed fair and equitable. It is agreed that the Court retains jurisdiction to divide or dispose of any asset which has been concealed or omitted. If the Court finds that a material asset has been omitted or concealed, the prevailing party shall be entitled to recover attorney fees and costs, in addition to his/her equitable interest in the omitted asset/benefit.

GENERAL PROVISIONS

10. A modification or waiver of any of the property provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver to any subsequent defaults as to the same or other provisions.

11. Both parties request that the original of this Agreement be filed with the Court and that the Court enter orders pursuant to the provisions hereof, and that if the Court sees fit to enter a Decree effecting the marital status of the parties, that this Agreement be approved and incorporated into and made a part of said Decree or Order of the Court. Further, that at any time, upon motion by either party, the parties may be ordered to perform in accordance with the provisions thereof.

12. After the date of this Agreement, either party may purchase, lease or otherwise acquire property and/or debts, none of which shall be considered as marital. Any property or debt acquired hereinafter shall be the sole property or obligation of the acquiring party and the other party has no claim to the same, nor any liability for the same. It is further acknowledged that any interest,

dividends, and increases of value associated with the property, asset, or resource awarded to one party, shall be that parties sole and separate property, free and clear of any claim by the other party.

13. The parties agree that all transfer of property and debt from one party to the other, are transfers of marital property and debt, and are not transfers of separate property or debt in exchange for marital rights or consideration. To the extent there is an award of separate property or separate debt to a party above, it is merely the setting aside to that person of what is already that persons' separate property or separate debt.


14. Each party understands that the recipient of each item of property herein, upon subsequent sale of that property, shall be solely responsible for declaration of any capital gains or income on said property retroactive to the date of acquisition of said property by the parties or either of them. It is further agreed that the tax basis of the property shall flow to the person who is acquiring the property.

15. This Agreement constitutes a full satisfaction of all claims.

16. The parties recognize that by virtue of their marriage they are in a fiduciary relationship to one another concerning their marital assets and debts. They also agree that relationship requires that each act toward the other in good faith, with a high degree of fairness, and with disclosure of all circumstances which materially bear on this Separation Agreement. They further recognize and agree that this fiduciary relationship continues, after the decree, concerning their dealings with each other in winding down their marital interests, and third parties pertaining to any asset which the parties continue to own together, or debt upon which they continue to be obligated together, or obligation they have to the other, such as to maintain insurance.


IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals on the day and year set opposite their names.

DATED 2-14-07



DICK DIXON, Petitioner

DATED 2/14/02



LORI DIXON, Respondent

