

12 29 81

BOOK 3516 PAGE 954

A new notice to the mineral rights holder must be made 30 days prior to the scheduled public hearing

00833493

1981 DEC 29 PM 2:59

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

QUITCLAIM DEED

19.00

KNOW ALL MEN BY THESE PRESENTS That WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, as Trustee and not as an individual, Grantor herein, pursuant to Court Order No. 234, dated May 5, 1980, entered by the United States District Court for the Northern District of Illinois, Eastern Division, in the matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75 B 2697, and pursuant to every other power and authority to him pertaining, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby QUITCLAIM and CONVEY, subject to the reservations and exceptions hereinafter set forth, unto FALCON FIRE PROTECTION DISTRICT, a quasi-municipal corporation and subdivision of the State of Colorado, herein designated as "Grantee," all of Grantor's right, title and interest, estate, claim and demand, if any, in the following described parcel of land situated in the County of El Paso, State of Colorado, to-wit:

A parcel of land crossing the East line of Section 12, Township 13 South, Range 65 West and the West line, Section 7, Township 13 South, Range 64 West, in the town of Falcon, Colorado and more particularly described as follows:

Beginning at a point on the Northwest corner of Lot 17, Block 19; thence in a Westerly direction along a line which is 200 feet North of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's mainline track as same is presently laid out and located, a distance of 1910 feet more or less to a point; thence South 0° West a distance of 200 feet more or less to a point; thence Easterly along a line 50 feet North of and parallel with the same mainline track a distance of 2035 feet more or less to a point; thence Northerly at right angles to the last described course a distance of 150 feet to the point of beginning of said parcel, containing 304,050 sq. ft., more or less (6.98 acres).

STATE DOCUMENTARY

DEC 29 1981

FEE \$ none

4410220

The Grantor reserves unto himself, his successors and assigns, all of the coal, oil, gas, casinghead gas, lignite, sulphur, and all other ores and minerals of every kind and nature in addition to the foregoing, underlying the surface of the property herein described, together with the full right, privilege and license at any and all times to protect, conserve, mine, take, extract, remove and market any and all such products.

The Grantor reserves for himself, his successors and assigns, an easement for the continued maintenance, operation and use of all existing driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, whether or not of record, whether owned, operated, used or maintained by Grantor, the Grantor's licensees or others, with the reasonable right of entry for the purpose of repairing, reconstructing and replacing same; and the Grantor further reserves unto himself, his successors and assigns, the right and privilege to convert existing licenses, leases and agreements, for driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wire and other utilities to permanent easements by issuance of a suitable grant in recordable form.

The Grantee, its successors and assigns, covenant and agree that it shall neither do not cause to be done any act that will unreasonably impede the flow of drainage water over the property herein described so as to adversely affect rail operations. This covenant shall in no way be construed to prohibit the Grantee from erecting buildings or other improvements on the property herein described, provided that the drainage equivalent to that existing at the time of this conveyance is maintained, whether naturally or by other means. This covenant shall run with the land and be binding upon the Grantee, its successors and assigns.

Notwithstanding any other provision of this instrument, the Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the property herein described.

This conveyance is made pursuant to the terms of a Purchase Agreement dated November 30, 1981 and the terms thereof shall survive delivery of this Quitclaim Deed.

12 29 81

BOOK 3516 PAGE 956

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 4 day of December, 1981.

WITNESS:
Jucia Du Brown
Title and Closing Officer

WILLIAM M. GIBBONS, Trustee of the
Property of the CHICAGO, ROCK ISLAND
AND PACIFIC RAILROAD COMPANY, Debtor
W.M. Gibbons
Trustee

APPROVED
K. M. Nelson
General Attorney

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 4 day of December, A. D., 1981, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared WILLIAM M. GIBBONS, Trustee as aforesaid, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged he executed same as his voluntary act and deed.

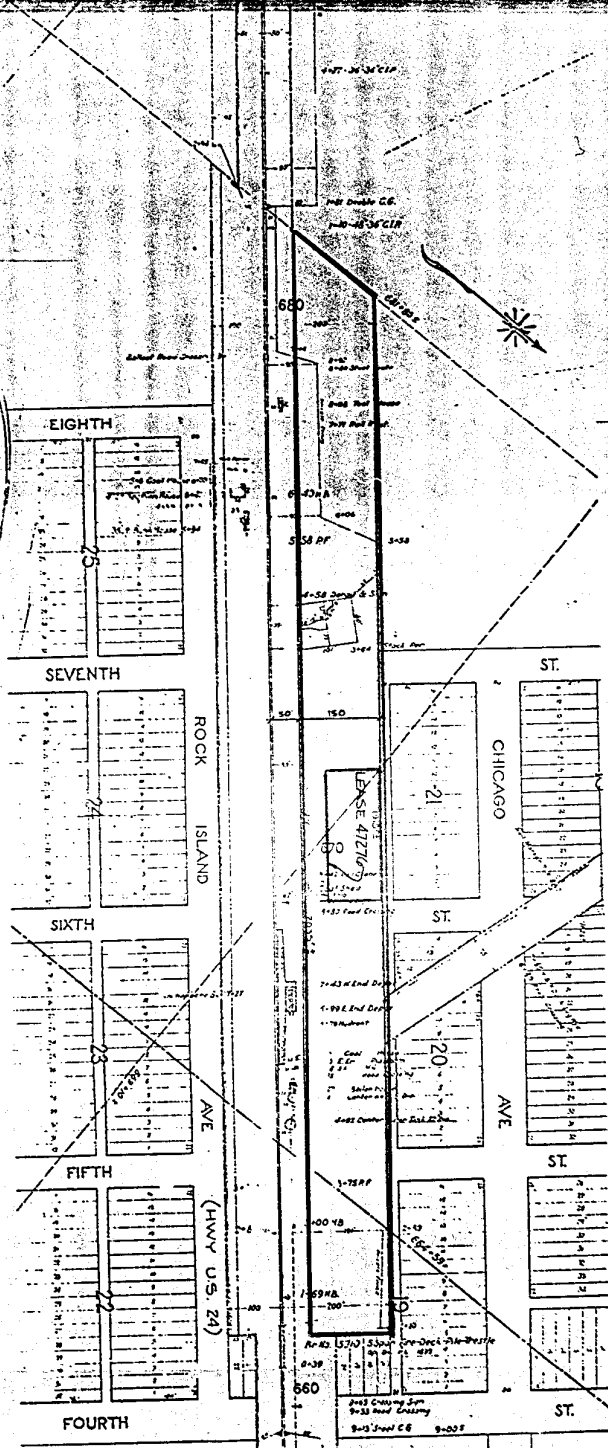
Mary C. Kelso
Notary Public



aw

12/29/81

BOOK 3516 PAGE 957



THIS REPORT IS A REPRESENTATION OF THE PUBLIC RECORDS AND SHOULD BE CONSIDERED THIS FINANCIAL IS NOT A SURVEY.

EXHIBIT "A"		
CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD CO.		
WILLIAM M. GIBBONS		TRUSTEE
NON-RAIL ASSETS DISPOSITION GROUP		
532 SOUTH MICHIGAN AVE.		CHICAGO, ILLINOIS 60604
PROPOSED SALE TO:		
FALCON FIRE PROTECTION DIST.		
FALCON, COLORADO		
DES MOINES DIV #2 BR. 5		
AREA 304.043	SQ. FEET 6,338	ACRES
SCALE 1" = 200'	MAP 107-1-516	PCL
DATE 11-25-81	PREPARED BY M.A.	

01159062

SEP - 7 1984

PAGE 1082

ARDIS W. SCHMIDT
El Paso County Clerk & Registrar

QUITCLAIM DEED

STATE DOCUMENTARY

SEP - 7 1984

FEE \$ 100.00

212

WHEREAS: On May 18, 1984 William M. Gibbons, Trustee for the Estate of the Chicago, Rock Island and Pacific Railroad Company, Debtor, and not as an individual, ("Trustee") and Western States Properties, Inc., a Delaware corporation ("Western") entered into an Agreement For Sale of Railroad Line ("Contract"), wherein the Trustee agreed to sell and Western agreed to purchase certain of the Trustee's interests in tracks and land as described in Exhibit A to the Contract, and

WHEREAS the Trustee was authorized to execute and deliver all documents necessary to consummate the sale of his interest in said track and land by Court Order No. 695 dated May 29, 1984 ("Court Order") by the United States District Court for the Northern District of Illinois, Eastern Division, in the Matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75 B 2697 ("Reorganization Court"), and

WHEREAS prior to executing and delivering the documents necessary to consummate said sale the Trustee conveyed his interest in said tracks and land to the reorganized company known as the Chicago Pacific Corporation, a Delaware corporation, pursuant to Court Order No. 678 of the Reorganization Court; and

WHEREAS the Contract is binding on the Chicago Pacific Corporation,
THEREFORE:

KNOW ALL MEN BY THESE PRESENTS: That the CHICAGO PACIFIC CORPORATION, a Delaware corporation, ("Grantor") in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby CONVEY and QUITCLAIM, subject to the terms, conditions, reservations and exceptions hereinafter set forth, unto WESTERN STATES PROPERTIES, INC., a Delaware corporation, with an address at 121 E. Pikes Peak Avenue, Suite 335, Colorado Springs, Colorado 80903, ("Grantee"), all of Grantor's right, title and interest in

and to the property ("Property") situated in Lincoln, Elbert, and El Paso Counties, State of Colorado, described in Exhibit A, attached hereto and made a part hereof.

The Grantor reserves to itself, its successors and assigns, all ores and minerals of every kind and nature, including, but not limited to oil, natural gas, sulphur, coal and lignite, whether on or underlying the surface of said Property together with the full right, privilege and license at any time to explore, or drill for and to protect, conserve, mine, take, extract, remove and market any and all such products; provided that any such activity shall not unreasonably interfere with the use of the Property herein conveyed, which shall in all events be sufficient to permit the continued ownership, construction, maintenance, use and operation of said Property for railway and other purposes.

The Grantor reserves to itself, its successors and assigns, all existing easements and licenses and the exclusive right to convert or amend such existing easements and licenses, for conduits, sewers, water mains, gas lines, electric power lines, cables, wires or other energy, communications and utility lines of any kind whatsoever beneath, in, on, over, across, along, or above the surface of the Property to easements or licenses, either in perpetuity or for terms, for the continued maintenance, operation and use of the same or to otherwise modify the existing easements or licenses upon such terms as Grantor deems appropriate in his sole discretion.

The Grantor reserves to itself, its successors and assigns, exclusive perpetual easements and the exclusive right to grant easements or licenses, either in perpetuity or for terms, for the construction, installation, erection, reconstruction, reinstallation, reerection, relocation, maintenance, removal, repair, replacement, use and operation of transportation and transmission systems for all and every type of fluids, gases, resources, materials, products, communications and energy by whatever means, but including without limitation conveyors, pipelines, telephone, radio, radar or laser transmission systems, wire, cable, fiber, fiber-optic, utility, energy and power transmission lines or conduits of every kind and

character together with all necessary supporting structures and devices which may be constructed, erected or installed on, in, under, over, above, across and along all or any portion of the Property at any time from time to time in the future, upon such terms as Grantor deems appropriate in its sole discretion, provided that Grantee shall have the right to grant railroad, parallel motor carrier, coal pipeline, or coal conveyor easements.

The Grantor reserves to itself, its successors and assigns, the right of access to and ingress and egress over, upon, to, from and across the Property by the Grantor, its easement and license grantees and their designated contractors, agents, and employees, together with all necessary and incidental vehicles, work equipment, machinery and other movable structures for purposes in connection with the rights reserved hereby provided that any such access shall be made with reasonable advance notice to Grantee and at the sole risk and expense of the parties entitled to access.

The Grantor reserves to itself, its successors and assigns, the exclusive right and entitlement to any and all income arising out of or related to the existing easements and licenses and the conversion or modification thereof and any and all income arising out of or related to the future easements or licenses as provided for herein.

The exercise of the rights herein reserved shall continue in perpetuity, whether or not exercised. The easements and licenses reserved above shall not unreasonably interfere with the operation of a railroad. Except for conversion of existing easements, licenses, or leasehold interests, no easements, licenses, or leasehold interests may be granted without the prior written consent of Grantee, solely for the purpose of determining

whether such plans meet engineering standards as are approved from time to time by the American Railway Engineering Association which consent shall be given by Grantee within sixty (60) days from submission of complete plans to Grantee.

Grantor reserves to itself, its successors and assigns, the right of ingress and egress to and across the Property for 18 months from the date hereof for the purpose of removing Excluded Property, as defined in Exhibit A attached hereto, and for any other purpose reasonably related to Grantor's liquidation activities; provided, however, that any Excluded Property that is not removed within 18 months from the date hereof shall be considered abandoned and the Grantor shall have no further responsibility or liability in regard to such property.

This conveyance is made pursuant to Court Order No. 695 dated May 29, 1984 entered by the United States District Court for the Northern District of Illinois, Eastern Division, in the Matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor, No. 75 B 2697, William M. Gibbons, Trustee, which Court Order approved the terms and conditions of an Agreement for Sale of Railroad Line between William M. Gibbons, Trustee, Grantor's predecessor in interest, and the Grantee dated May 18, 1984. The covenants, representations, and obligations contained in said Agreement For Sale of Railroad Line, to the extent not fully performed hereby, shall survive delivery of this instrument and in the case of Grantee's covenants, representations and obligations shall run with and burden the land herein conveyed for the benefit of Grantor and its successors in interest.

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Notwithstanding any other provision of this instrument, the Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the property herein described.

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 15th day of August, 1984.

ATTEST: HARVEY KAPNICK, Chairman
CHICAGO PACIFIC CORPORATION

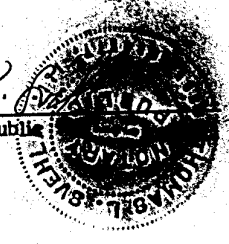
Randall E. Mohr

Harvey Kapnick
Harvey Kapnick

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 15th day of August, A. D., 1984, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared HARVEY KAPNICK in his capacity as Chairman of the CHICAGO PACIFIC CORPORATION, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged he executed same as his voluntary act and deed pursuant to the authorization given to him by said Corporation for the uses and purposes herein set forth.

Robert L. [Signature]
Notary Public



My Commission Expires:
2-2-1984

July 16, 1984
Western States

EXHIBIT A

A strip of land of varying widths constituting a railroad right-of-way in the Counties of Lincoln, Elbert and El Paso, State of Colorado, together with all tracks, signals, buildings and other appurtenances thereto located thereon but not including the Grantor's inventory, equipment, tools, machinery, locomotives, rolling stock, work equipment or any other of the Grantor's personal property (Excluded Property), as the centerline of said strip of land is more particularly described below :

Lincoln County

Beginning at the intersection of the centerline of the Grantor's main track and a line 200 feet southwesterly of and parallel to the centerline of the Union Pacific System main track, said intersection being 1945 feet northerly of the south line of Section 17, as measured along Grantor's main track centerline (E.P.S. 4700+45, M.P. 530.81); Township 9 South, Range 56 West of the 6th P.M.; thence westerly along said main track centerline through Sections 17, 20, 18 and 19 (including Grantor's trackage easterly of said Beginning point, being approximately 565 feet in length, located on said Union Pacific System right-of-way), Township 9 South, Range 56 West of the 6th P.M.

Elbert County

Thence continuing westerly through Sections 24, 13, 14, 15, 16, 17, 8 and 7, Township 9 South, Range 57 West of the 6th P.M.; thence continuing southwesterly through Sections 12, 13, 14, 23, 22, 27, 34 and 33, Township 9 South, Range 58 West of the 6th P.M.; thence

southwesterly through Sections 4, 5, 8, 7 and 18, Township 10 South, Range 58 West of the 6th P.M.; thence continuing southwesterly through Sections 13, 14, 15, 22, 21, 20, 29 and 30, Township 10 South, Range 59 West of the 6th P.M.; thence continuing southwesterly through Sections 25, 26, 27, 28, 33, 32 and 31, Township 10 South, Range 60 West of the 6th P.M.

El Paso County

Thence continuing southwesterly through Section 6, Township 11 South, Range 60 West of the 6th P.M.; thence continuing southwesterly through Sections 1, 12, 11, 14, 15, 16, 21, 20, 19, 30 and 31, Township 11 South, Range 61 West of the 6th P.M.; thence continuing southwesterly through Section 36, Township 11 South, Range 62 West of the 6th P.M.; thence continuing westerly through Sections 1, 2 and 3, Township 12 South, Range 62 West of the 6th P.M.; thence continuing westerly through Sections 34, 33, 32 and 31, Township 11 South, Range 62 West of the 6th P.M.; thence westerly through Sections 36, 25, 35, 34 and 33, Township 11 South, Range 63 West of the 6th P.M.; thence continuing southwesterly through Sections 4, 5, 6 and 7, Township 12 South, Range 63 West of the 6th P.M.; thence continuing southwesterly through Sections 12, 13, 14, 23, 22, 27, 28, 33 and 32, Township 12 South, Range 64 West of the 6th P.M.; thence westerly through Sections 5, 6 and 7, Township 13 South, Range 64 West of the 6th P.M.; thence continuing southwesterly through Section 12 to a termination at the north line of the Southwest Quarter of the Southeast Quarter of said Section 12 (E.P.S. 689+80+, M.P. 591.54), Township 13 South, Range 65 West of the 6th P.M.

7018 3090 0002 1245 9537

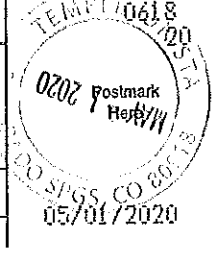
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$1.40
Total Postage and Fees	\$7.80



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 Street and **600 West Main Street**
 City, State, **Benton Harbor, MI 49022-2692**

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(BENTON HARBOR, MI 49022) (Weight: 0 Lb 2.80 Oz) (Estimated Delivery Date) (Tuesday 05/05/2020)			
Certified			\$3.55
(USPS Certified Mail #) (70183090000212459537)			
Return Receipt			\$2.85
(USPS Return Receipt #) (9590940241848121696253)			
Affixed Postage			(\$1.10)
(Affixed Amount: \$1.10)			
Total:			\$6.70

Credit Card Remitd \$6.70
 (Card Name: VISA)
 (Account #: XXXXXXXXXXXX3999)
 (Approval #: 032441)
 (Transaction #: 996)
 (AID: A0000000980840 Chip)
 (AL: US DEBIT)
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MINERAL RIGHTS CERTIFICATION

I, Daniel L. Kupferer, a Colorado Registered Professional Land Surveyor researched the records of the El Paso County Clerk and Recorder by virtue of a Title Commitment prepared by Land Title Guarantee Company, Order No. SC550871487-6 effective date 4-15-2020 and established that there is a mineral estates owner on the real property known as 7020 and 7030 Old Meridian Road. An initial public hearing on APPROVAL OF LOCATION and EXEMPTION PLAT, which is the subject of the hearing has not yet been scheduled.

Pursuant to 24-65.5-103(4),C.R.S., I certify that a Notice of an initial public hearing, yet to be scheduled, was mailed to the mineral estate owner and a copy was placed in the El Paso County Planning and Community Development Department EDARP file on May 1, 2020.

Dated this 1st day of May, 2020.





3898 Maizeland Road
Colorado Springs, CO 80909

Phone: 719-528-6133
Fax: 719-528-6848

Surveying • Planning

www.ldc-inc.com

SENT VIA CERTIFIED MAIL

Whirlpool Corporation
600 West Main St.
Benton Harbor, MI, 49022-2692

May 1, 2020

Re: **FALCON FIRE PROTECTION DISTRICT – APPARENT MINERAL ESTATES OWNER LETTER
APN 53124-00-015 & 014**

To Whom It May Concern:

This letter is being sent to you because **FALCON FIRE PROTECTION DISTRICT** is proposing a Metro District construction project on District property in El Paso County. You are being notified of this because Whirlpool Corporation is the apparent successor to Chicago Pacific Corporation (through acquisition by Maytag Corporation and subsequent acquisition by Whirlpool). When the Fire District bought this property through the Bankruptcy Court for the Chicago, Rock Island and Pacific Railroad, the mineral rights were reserved for Chicago Pacific Corporation (see attached conveyance deeds). The mineral estates owner is required to be notified when an action through El Paso County for a construction project is submitted. This information is being provided to you prior to the submittal with the County. Please direct any questions on the proposal to the contact(s) noted below. Prior to any public hearing on this proposal a notification of the time and place of the public hearing will be sent to the adjacent property owners by the EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT. At that time you will be given the El Paso County contact information, the file number and an opportunity to respond either for, against or expressing no opinion in writing or in person at the public hearing for this proposal.

LAND DEVELOPMENT CONSULTANTS, INC. (LDC) is representing the owner of the above referenced property in this application for a Location Approval for a new Fire Station to replace the existing Fire Station and an Exemption Plat for the same property (see attached Exhibit).

The subject area is a portion of the South Half of Section 12, Township 13 South, Range 65 West of the 6th P.M., in El Paso County, Colorado. It is west of Old Meridian Road and adjacent to US Highway 24. The specific property-of-interest is a 5.424-acre parcel that was originally part of the Chicago, Rock Island and Pacific Railroad Right-of-Way and is zoned PUD.

A new fire station facility is planned for this development. Electric service is to be provided by MOUNTAIN VIEW ELECTRIC ASSOCIATION and gas service is to be provided by CSU. Fire protection is to be provided by the FALCON FIRE PROTECTION DISTRICT. The existing fire station will be remodeled for administration offices.

This application is in complete conformance with the Falcon/Peyton Community Plan and is a normal continuation of the development process. There are no planned variance or waiver requests anticipated.

Owner: FALCON FIRE PROTECTION DISTRICT
Chief Trent Harwig (719) 494-4050
7030 Old Meridian Road
Falcon, CO 80831

Thank you for your consideration,

LDC, Inc. by Daniel L. Kupferer
dkupferer@ldc-inc.com