



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND55115658**

Date: **02/27/2024**

Property Address: **EASTONVILLE ROAD, PEYTON, CO 80831**

For Closing Assistance

For Title Assistance

ROBERT HAYES
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4136 (Work)
ROHAYES@LTGC.COM

Seller/Owner

4 SITE INVESTMENTS, LLC, A COLORADO
LIMITED LIABILITY COMPANY
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND55115658

Date: 02/27/2024

Property Address: EASTONVILLE ROAD, PEYTON, CO 80831

Seller(s): 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s):

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$279.00
TOTAL	\$279.00

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

Chain of Title Documents:

[El Paso county recorded 03/22/2022 under reception no. 222040383](#)

[El Paso county recorded 10/05/2020 under reception no. 220156430](#)

[El Paso county recorded 08/08/2018 under reception no. 218091620](#)

[El Paso county recorded 11/09/2022 under reception no. 222139510](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND55115658

Property Address:

EASTONVILLE ROAD, PEYTON, CO 80831

1. Effective Date:

02/16/2024 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$5,000.00

Proposed Insured:

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

FEE SIMPLE

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

4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND55115658

A TRACT OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 21, TOWNSHIP COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTS AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30097, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR N 00° 52' 26" W, A DISTANCE OF 5290.17 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 W OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE: N 00° 52' 26" W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2645.09 FEET TO THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 21;

THENCE: N 89° 50' 58" W, ON SAID NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 2,498.55 FEET TO THE POINT OF BEGINNING.

THENCE: CONTINUING N 89° 50' 58" W, ON SAID NORTH LINE, A DISTANCE OF 1,136.98 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD;

THENCE: ON THE EASTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N 60° 45' 11" W, HAVING A DELTA OF 09° 53' 50", A RADIUS OF 1,330.00 FEET, A DISTANCE OF 229.74 FEET TO A POINT OF TANGENT;

2. N 19° 19' 59" E, A DISTANCE OF 15.32 FEET;

THENCE: S 78° 54' 36" E, A DISTANCE OF 844.14 FEET TO A POINT OF CURVE;

THENCE: ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 11° 57' 41", A RADIUS OF 1,050.00 FEET, A DISTANCE OF 218.21 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT ANY PORTION THAT WAS CONVEYED BY DEED RECORDED RECORDED NOVEMBER 9, 2022 UNDER RECEPTION NO. [222139510](#).

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND55115658

All of the following Requirements must be met:

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

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

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

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

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 08, 2021 UNDER RECEPTION NO. [221168881](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES PAUL J. HOWARD AND PETER MARTZ AS THE MANAGERS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND55115658

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES.**
- 9. RIGHT OF WAY AND/OR EASEMENT, GIVEN TO COLORADO TELEPHONE COMPANY, FOR COMMUNICATION AND INCIDENTAL PURPOSES, AS DESCRIBED IN INSTRUMENT, RECORDED JANUARY 9, 1905 IN BOOK 358 AT PAGE [542](#). CONVEYANCE TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED AUGUST 5, 1911 IN BOOK 482 AT PAGE [190](#).**
- 10. INCLUSION OF THE SUBJECT PROPERTY WITHIN THE BLACK SQUIRREL SOIL CONSERVATION DISTRICT AS EVIDENCED BY CERTIFICATE RECORDED AUGUST 13, 1945, IN BOOK 957 AT PAGE [277](#).**
- 11. CONVEYANCE OF UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, CASINGHEAD GAS, GASOLINE ROYALTY AND ROYALTY IN OTHER MINERALS THAT MAY BE MINED FROM SUBJECT PREMISES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, DRILLING AND EXPLORING FOR A PERIOD OF 35 YEARS OR AS LONG THEREAFTER AS OIL, GAS OR OTHER MINERALS IS PRODUCED OR MINED FROM SAID LANDS AS EVIDENCED IN DEED RECORDED IN SEPTEMBER 9, 1950 IN BOOK 1265 AT PAGE [294](#).**
- 12. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED NOVEMBER 19, 1971, IN BOOK 2450 AT PAGE [586](#).**
- 13. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, OBLIGATIONS AND EASEMENTS OF RULE AND ORDER RECORDED APRIL 24, 1997 AT RECEPTION NO. [97046029](#).
NOTE: THIS EXCEPTION WILL BE AMENDED UPON RECORDATION OF AGREEMENT.**

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND55115658

14. THE EFFECTS OF COLORADO GROUNDWATER COMMISSION FINDINGS AND ORDERS, RECORDED SEPTEMBER 10, 2004, UNDER RECEPTION NO.'S [204153947](#), [204153948](#), [204153949](#) AND [204153950](#), FEBRUARY 21, 2008 UNDER RECEPTION NO. [208020325](#) AND DECEMBER 10, 2008 UNDER RECEPTION NO.'S [208130576](#) AND [208130577](#).
15. RESERVATION AS TO ALL RIGHTS TO ANY TRIBUTARY AND/OR NON-TRIBUTARY GROUND WATER IN ANY AND ALL AQUIFERS BENEATH SUBJECT PROPERTY AND DITCH RIGHTS AS CONTAINED IN DEEDS RECORDED JULY 19, 2005 AT RECEPTION NO.'S [205108644](#) AND [205108645](#).
16. GROUND WATER RIGHTS AND RIGHTS TO EXTRACT AND USE GROUND WATER CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 2006 UNDER RECEPTION NO. [206036408](#).
17. WATER RIGHTS LEASE BETWEEN FOUR WAY RANCH, A COLORADO GENERAL PARTNERSHIP AND SPRING CREEK, LLC , A COLORADO LIMITED LIABILITY COMPANY, AND 4-WAY RANCH METROPOLITAN DISTRICT NO. 1, LESSEE, AS SHOWN BY MEMORANDUM OF WATER RIGHTS LEASE RECORDED JUNE 23, 2006, UNDER RECEPTION NO. [206092983](#). SECOND AMENDED WATER RIGHTS LEASE RECORDED SEPTEMBER 22, 2020 UNDER RECEPTION NO. [220147708](#).
18. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED APRIL 13, 2010, UNDER RECEPTION NO. [210034079](#) AND AMENDMENT TO THE GRANT OF RIGHT-OF-WAY RECORDED MAY 18, 2010 UNDER RECEPTION NO. [210046560](#).
19. GRANTS OF RIGHTS OF WAY AND EASEMENTS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRICAL ENERGY AND INCIDENTAL PURPOSES, BY INSTRUMENTS RECORDED APRIL 13, 2010 UNDER RECEPTION NO. [210034078](#) WITH AMENDMENT IN CONJUNCTION THEREWITH RECORDED MAY 18, 2010 UNDER RECEPTION NO. [210046559](#).
20. ANY AND ALL WATER RIGHTS CONVEYED BY SPECIAL WARRANTY DEED RECORDED AUGUST 8, 2018, UNDER RECEPTION NO. [218091621](#).
21. ANY AND ALL WATER RIGHTS CONVEYED BY QUIT CLAIM DEED RECORDED AUGUST 8, 2019 UNDER RECEPTION NO. [219092121](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PFG FUND II, LLC CONCERNING CERTAIN WATER RIGHTS PLEDGED AS COLLATERAL BY 4 SITE INVESTMENTS, LLC, FOR THE BENEFIT OF PFG FUND II, LLC RECORDED AUGUST 08, 2019 UNDER RECEPTION NO. [219092171](#).
23. WATER LEASE IN FAVOR OF SPRING CREEK, LLC, A COLORADO LIMITED LIABILITY COMPANY AS EVIDENCED IN SECOND AMENDED WATER RIGHTS LEASE RECORDED SEPTEMBER 22, 2020 UNDER RECEPTION NO. [220147708](#).
24. THE EFFECT OF RESOLUTION NO. 20-342, RECORDED SEPTEMBER 23, 2020, UNDER RECEPTION NO. [220148200](#).
25. ANY AND ALL WATER RIGHTS CONVEYED BY DEEDS RECORDED OCTOBER 5, 2020 UNDER RECEPTION NOS. [156431](#) AND [156432](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION BY MOUNTAIN VIEW ELECTRIC ASSOCIATIONS RECORDED JANUARY 12, 2021 UNDER RECEPTION NO. [2216372](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 20-3870 RECORDED AUGUST 25, 2021 UNDER RECEPTION NO. [221161303](#).

ALTA COMMITMENT
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Schedule B, Part II
(Exceptions)

Order Number: RND55115658

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 21-365 RECORDED SEPTEMBER 29, 2021 UNDER RECEPTION NO. [221182388](#). AMENDMENT RECORDED SEPTEMBER 29, 2021 UNDER RECEPTION NO. [221197731](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER: PROPOSED FINDINGS ORDER AND DECREE TO CREATE DISTRICT, GRANDVIEW RESERVE METRO DISTRICT NO 1, RECORDED DECEMBER 02, 2021 UNDER RECEPTION NO. [221221223](#).

ORDER FOR EXCLUSION OF PROPERTY RECORDED JANUARY 26, 2022 UNDER RECEPTION NO. [222012207](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER: PROPOSED FINDINGS ORDER AND DECREE TO CREATE DISTRICT, GRANDVIEW RESERVE METRO DISTRICT NO 2, RECORDED DECEMBER 02, 2021 UNDER RECEPTION NO. [221221224](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER: PROPOSED FINDINGS ORDER AND DECREE TO CREATE DISTRICT, GRANDVIEW RESERVE METRO DISTRICT NO 3, RECORDED DECEMBER 02, 2021 UNDER RECEPTION NO. [221221225](#).

PROPOSED ORDER FOR INCLUSION OF PROPERTY RECORDED JANUARY 26, 2022 UNDER RECEPTION NO. [222012206](#).

PROPOSED ORDER FOR EXCLUSION OF PROPERTY RECORDED JANUARY 26, 2022 UNDER RECEPTION NO. [222012208](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL DISTRICT PUBLIC DISCLOSURE AND MAP OF BOUNDARIES PURSUANT TO SECTION 32-1-104.8, C.R.S. RECORDED DECEMBER 29, 2021 UNDER RECEPTION NO. [221235467](#) AND [221235468](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED WATER RIGHTS RECORDED DECEMBER 10, 2021 UNDER RECEPTION NO. [221225486](#) AND CORRECTION WARRANTY DEED RECORDED FEBRUARY 10, 2022 UNDER RECEPTION NO. [222020228](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER FOR EXCLUSION OF PROPERTY RECORDED JANUARY 05, 2022 UNDER RECEPTION NO. [222002104](#).
35. EXCLUSION OF ANY AND ALL WATER RIGHTS BY BARGAIN AND SALE DEED RECORDED MARCH 22, 2022 UNDER RECEPTION NO. [222040383](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF UNDERSTANDING RECORDED MARCH 22, 2022 UNDER RECEPTION NO. [222040384](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDMENT TO SPECIAL DISTRICT PUBLIC DISCLOSURE AND MAP OF BOUNDARIES FOR GRANDVIEW RESERVE METROPOLITAN DISTRICT NO. 1 RECORDED JULY 05, 2022 UNDER RECEPTION NO. [222090120](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND55115658

38. PARTIAL RELEASE OF DEED OF TRUST FROM 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF PFG FUND IV, LLC TO SECURE THE SUM OF \$1,515,000.00 RECORDED DECEMBER 18, 2020, UNDER RECEPTION NO. [220208111](#).

NOTE: TRI-PARTY AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED APRIL 7, 2021 UNDER RECEPTION NO. [221069463](#).

PARTIAL RELEASE RECORDED SEPTEMBER 19, 2022 UNDER RECEPTION NO. [222121285](#)

39. PARTIAL RELEASE OF DEED OF TRUST DATED AUGUST 07, 2019 FROM 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF PFG FUND II, LLC TO SECURE THE SUM OF \$2,400,000.00 RECORDED AUGUST 08, 2019, UNDER RECEPTION NO. [219092123](#).

MODIFICATION RECORDED DECEMBER 18, 2020 UNDER RECEPTION NO. [220208112](#).

NOTE: TRI-PARTY AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED APRIL 7, 2021 UNDER RECEPTION NO. [221069463](#).

PARTIAL RELEASE RECORDED SEPTEMBER 19, 2022 UNDER RECEPTION NO. [222121282](#)

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDMENT TO SPECIAL DISTRICT PUBLIC DISCLOSURE AND MAP OF BOUNDARIES FOR GRANDVIEW RESERVE METROPOLITAN DISTRICT NO. 3 RECORDED JULY 05, 2022 UNDER RECEPTION NO. [222090121](#).
41. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ NSPS LAND TITLE SURVEY CERTIFIED NOVEMBER 20, 2020 PREPARED BY EDWARD-JAMES SURVEYING, INC. , JOB #1672-02

SAID DOCUMENT STORED AS OUR IMAGE [54908400](#)

- A). FENCING LIE INSIDE AND OUTSIDE OF SUBJECT BOUNDARY LINES;
- B) GAS LINES LOCATED OUTSIDE OF RECORDED EASEMENT
- C) GUYWIRE ON PAREL

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.



Land Title Guarantee Company

Disclosure Statements

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

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

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

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

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

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

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

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

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

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

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

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

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

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

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

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

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

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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State Documentary Fee
Date: August 07, 2018
\$190.00

Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

THIS DEED, made on August 7th, 2018 by FARM CREDIT OF SOUTHERN COLO PCA Grantor(s), of the County of El Paso and State of Colorado for the consideration of (\$1,900,000.00) ***One Million Nine Hundred Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 1271 KELLY JOHNSON BOULEVARD STE 100, COLORADO SPRINGS, CO 80920, County of El Paso, and State of Colorado, the following real property in the County of El Paso, and State of Colorado, to wit:

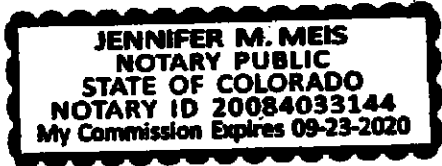
See attached "Exhibit A"

also known by street and number as: 0 EASTONVILLE ROAD, PEYTON, CO 80831

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s) except subject to covenants, easements, reservations, restrictions, and rights of way of record, if any, and taxes and assessments for the current and subsequent years.

FARM CREDIT OF SOUTHERN COLO PCA

By: [Signature]
JEREMY M. ANDERSON, PRESIDENT/CEO



State of Colorado)
County of EL PASO) ss.

The foregoing instrument was acknowledged before me on this day of August 6, 2018 by JEREMY M. ANDERSON AS PRESIDENT/CEO OF FARM CREDIT OF SOUTHERN COLO PCA

Witness my hand and official seal

My Commission expires: 9-23-2020 Jennifer M. Meis
Notary Public

When Recorded Return to: 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
1271 KELLY JOHNSON BOULEVARD STE 100, COLORADO SPRINGS, CO 80920



Exhibit A**PARCEL A:**

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, THE SOUTH HALF OF SECTION 22, THE NORTH HALF OF SECTION 28 AND SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PS INC PLS 30087 1996", BEING APPROPRIATELY MARKED, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PS INC PLS 30087 1996", BEING APPROPRIATELY MARKED, BEING ASSUMED TO BEAR NORTH 00 DEGREES 52 MINUTES 26 SECONDS WEST, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 52 MINUTES 26 SECONDS WEST ON THE EAST LINE OF SAID SECTION, A DISTANCE OF 2645.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 41 MINUTES 03 SECONDS EAST ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 3938.18 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 58 SECONDS EAST ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, A DISTANCE OF 2117.66 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THAT WARRANTY DEED RECORDED OCTOBER 21, 1994 IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO; THENCE ON SAID NORTHWESTERLY RIGHT OF WAY, THE FOLLOWING FIVE (5) COURSES:

- (1) SOUTH 45 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 758.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22;
- (2) NORTH 89 DEGREES 38 MINUTES 06 SECONDS EAST ON SAID SOUTH LINE, A DISTANCE OF 36.18 FEET;
- (3) SOUTH 45 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 3818.92 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;
- (4) SOUTH 89 DEGREES 39 MINUTES 01 SECONDS WEST ON SAID NORTH LINE, A DISTANCE OF 36.17 FEET;
- (5) SOUTH 45 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 855.35 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 28;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 591.16 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 21 MINUTES 38 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.24 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE NORTH 89 DEGREES 47 MINUTES 08 SECONDS WEST ON SAID SOUTH LINE, A DISTANCE OF 4692.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF EXISTING EASTONVILLE ROAD (60.00 FOOT WIDE); THENCE ON SAID EASTERLY RIGHT OF WAY AS DEFINED BY CERTIFIED BOUNDARY SURVEY, AS RECORDED JULY 18, 2001 UNDER RECEPTION NO. 201900096, THE FOLLOWING FIVE (5) COURSES:

- (1) ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 04 DEGREES 31 MINUTES 28 SECONDS EAST, HAVING A DELTA OF 24 DEGREES 31 MINUTES 32 SECONDS, A RADIUS OF 1630.00 FEET, A DISTANCE OF 697.73 FEET TO A POINT OF TANGENT;
- (2) NORTH 07 DEGREES 40 MINUTES 18 SECONDS WEST, A DISTANCE OF 777.34 FEET TO A POINT OF CURVE;
- (3) ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39 DEGREES 01 MINUTES 10 SECONDS, A RADIUS OF 1770.00 FEET, A DISTANCE OF 1205.40 FEET TO A POINT OF TANGENT;
- (4) NORTH 31 DEGREES 20 MINUTES 52 SECONDS EAST, A DISTANCE OF 1517.37 FEET TO A POINT OF CURVE;
- (5) ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 02 DEGREES 07 MINUTES 03 SECONDS, A RADIUS OF 1330.00 FEET, A DISTANCE OF 49.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;

THENCE SOUTH 89 DEGREES 50 MINUTES 58 SECONDS EAST ON SAID NORTH LINE, A DISTANCE OF 3635.53 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED IN DEED RECORDED AUGUST 24, 2005 AT RECEPTION NO. 205132124;

AND EXCEPT A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:-

BASIS OF BEARINGS: THE NORTHERLY LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHWEST CORNER AND THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "PS INC 1996 PLS 30087", BEING ASSUMED TO BEAR SOUTH 89 DEGREES 47 MINUTES 04 SECONDS EAST A DISTANCE OF 5285.07 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 29 DEGREES 17 MINUTES 14 SECONDS

EAST, A 1315.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, A DISTANCE OF 288.62 FEET; THENCE SOUTH 41 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 139.03 FEET; THENCE SOUTH 41 DEGREES 52 MINUTES 38 SECONDS WEST, A DISTANCE OF 21.11 FEET; THENCE SOUTH 44 DEGREES 47 MINUTES 01 SECONDS WEST, A DISTANCE OF 42.37 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 679.35 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE NORTH 89 DEGREES 47 MINUTES 08 SECONDS WEST AND ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28, A DISTANCE OF 894.84 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD AS RECORDED IN THE EL PASO COUNTY RECORDS JULY 18, 2001 UNDER RECEPTION NO. 201900096, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 73 DEGREES 08 MINUTES 46 SECONDS WEST HAVING A DELTA OF 06 DEGREES 19 MINUTES 02 SECONDS, A RADIUS OF 1630.00 FEET, A DISTANCE OF 179.72 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21 AND A PORTION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30037, BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N00°52'26"W, A DISTANCE OF 2845.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21;

THENCE N89°50'58"W ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 1109.51 FEET TO THE POINT OF BEGINNING;

THENCE S00°09'02"W, A DISTANCE OF 3962.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 28;

THENCE N89°47'08"W ON SAID SOUTH LINE, A DISTANCE OF 2539.15 FEET;

THENCE N00°12'52"E, A DISTANCE OF 25.00 FEET;

THENCE N89°47'08"W ON A LINE THAT IS 25.00 FEET NORTHERLY OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 679.35 FEET;

THENCE N44°47'01"W, A DISTANCE OF 42.37 FEET;

THENCE N41°52'38"E, A DISTANCE OF 21.11 FEET;

THENCE N41°03'22"E, A DISTANCE OF 139.03 FEET;

THENCE S89°58'12"W, A DISTANCE OF 288.62 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF EXISTING EASTONVILLE ROAD (60.00 FEET WIDE);

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF EASTONVILLE ROAD AS DEFINED BY CERTIFIED BOUNDARY SURVEY AS RECORDED JULY 18, 2001 UNDER RECEPTION NO. 201900096 OF THE RECORDS OF EL PASO COUNTY, COLORADO THE FOLLOWING FIVE (5) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18°12'30", A RADIUS OF 1630.00 FEET, A LENGTH OF 518.00 FEET, WHOSE CHORD BEARS N01°25'57"E WITH A DISTANCE OF 515.83 FEET TO A POINT OF TANGENT;
2. N07°40'18"W, A DISTANCE OF 777.34 FEET TO A POINT OF CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39°01'10", A RADIUS OF 1770.00 FEET FOR A LENGTH OF 1205.40 FEET TO A POINT OF TANGENT;
4. N31°20'52"E, A DISTANCE OF 1517.37 FEET TO A POINT OF CURVE;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°07'03", A RADIUS OF 1330.00 FEET FOR A LENGTH OF 49.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;

THENCE S89°50'58"E ON SAID NORTH LINE, A DISTANCE OF 2526.02 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 22 AND A PORTION OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N00°52'26"W, A DISTANCE OF 2645.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21;

THENCE N89°41'03" ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 701.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N89°41'03"E ON SAID NORTH LINE, A DISTANCE OF 3236.58 FEET;

THENCE S00°41'58"E ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, A DISTANCE OF 2117.68 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THAT WARRANTY DEED RECORDED OCTOBER 21, 1994 IN BOOK 6548 AT PAGE 892 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON SAID NORTHWESTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES:

1. S45°55'49"W, A DISTANCE OF 758.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22;
2. N89°38'06"E, A DISTANCE OF 36.18 FEET;
3. S45°55'49"W, A DISTANCE OF 3818.92 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;
4. S89°39'01"W ON SAID NORTH LINE, A DISTANCE OF 36.17 FEET;
5. S45°55'49"W, A DISTANCE OF 344.32 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 205132124 OF SAID RECORDS;

THENCE N72°01'49"W ON THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 389.16 TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND BEING A POINT ON THE EASTERLY LINE OF SAID SECTION 28;

THENCE N00°21'45"W ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 115.65 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE N00°21'38"W ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.24 TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28;

THENCE S89°47'08"E, A DISTANCE OF 642.53 FEET;

THENCE N00°09'02"E, A DISTANCE OF 3970.28 FEET TO THE POINT OF BEGINNING.

220156430

10/5/2020 8:03 AM

PGS 4

\$28.00

DF \$975.00

Electronically Recorded Official Records El Paso County CO

Chuck Broerman, Clerk and Recorder

TD1000 Y



State Documentary Fee
Date: October 02, 2020
\$975.00

Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **4 WAY RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY ALSO KNOWN AS FOUR WAY RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DEBORAH L. ELLIOTT AND DEBORAH LYNN ELLIOTT GENERATION SKIPPING TRUST AND LINDA D. JOHNSON-CONNIE**, whose street address is **2409 STRICKLER ROAD, COLORADO SPRINGS, CO 80906**, City or Town of **COLORADO SPRINGS**, County of **El Paso** and State of **Colorado**, for the consideration of **(\$9,750,000.00) ***Nine Million Seven Hundred Fifty Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **JMJK HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **3450 BIG BEAR DRIVE, SEDALIA, CO 80135**, City or Town of **SEDALIA**, County of **Douglas** and State of **Colorado**, the following real property in the County of **El Paso** and State of **Colorado**, to wit:

See attached "Exhibit A"

also known by street and number as: **13333, 13908 AND 13912 ELBERT ROAD AND 12902 EASTONVILLE ROAD, PETYON, CO 80831**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

Signed this day of **October 02, 2020**. (SEE ATTACHED "SIGNATURE PAGE")

When recorded return to: **JMJK HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY**
3450 BIG BEAR DRIVE, SEDALIA, CO 80135



Exhibit A

THE WEST HALF OF SECTION 1;

ALL OF SECTION 2;

ALL OF SECTION 3,
EXCEPTING THOSE PORTIONS CONVEYED TO EL PASO COUNTY IN DEEDS RECORDED FEBRUARY 7, 1966 IN BOOK 2116 AT
PAGE 991 AND MAY 8, 1975 IN BOOK 2749 AT PAGE 686;

THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE
EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SEC 4;

THE NORTH HALF OF THE NORTHWEST QUARTER, AND THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER
AND OF THE SOUTHWEST QUARTER LYING EAST OF THE COUNTY ROAD ADJOINING THE RIGHT OF WAY OF THE COLORADO
AND SOUTHERN RAILWAY ON THE WEST, AND THE EAST HALF, ALL IN SECTION 9;

ALL OF SECTION 10;

ALL OF SECTION 11;

THE NORTH HALF, THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER
LYING NORTH AND WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY ALL IN SECTION 12;

ALL OF SECTION 13 LYING NORTH AND WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY;

THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE
SOUTHEAST QUARTER, THE NORTH HALF AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER
LYING NORTH AND WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY, ALL IN SECTION 14;

THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15;

ALL THAT PORTION OF SECTION 16 LYING EAST OF THE COUNTY ROAD,
EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. BY DEED
RECORDED JUNE 27, 2003 AT RECEPTION NO. 203145788;

THE EAST HALF AND THAT PORTION OF THE WEST HALF OF SECTION 21 LYING EAST OF SAID COUNTY ROAD;

THAT PORTION OF SECTION 22 LYING NORTHWEST OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILWAY,
EXCEPTING THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN DEED
RECORDED JANUARY 4, 2012 UNDER RECEPTION NO. 212000929;

THE NORTH HALF AND THE NORTH HALF OF THE SOUTH HALF OF SECTION 23,
EXCEPT THAT PORTION CONVEYED IN WARRANTY DEED RECORDED APRIL 23, 1973 IN BOOK 2579 AT PAGE 861,
AND EXCEPT THAT PORTION CONVEYED TO EL PASO COUNTY IN DEED RECORDED DECEMBER 19, 1932 IN BOOK 842 AT PAGE
356,
AND EXCEPT ANY PORTION FOUND TO BE LYING WITHIN THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD;

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND OF THE NORTHWEST QUARTER, AND OF
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING NORTHWEST OF THE RIGHT OF WAY OF THE CHICAGO,
ROCK ISLAND AND PACIFIC RAILWAY ALL IN SECTION 27;

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF
SECTION 28 LYING EAST OF THE COUNTY ROAD (EASTONVILLE ROAD);

ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPT AND EXCLUDING THE FOLLOWING REAL PROPERTY CONVEYED TO PLAINVIEW PROPERTIES, LLC, A COLORADO
LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED RECORDED JULY 19, 2005 UNDER RECEPTION NO. 205108645:

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 21, THE SOUTH HALF OF SECTION 22, THE NORTH HALF
OF SECTION 28, AND SECTION 27, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY,
COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE EAST LINE OF SECTION 21, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PS INC PLS 30087 1996", BEING APPROPRIATELY MARKED AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PS INC PLS 30087 1996" BEING APPROPRIATELY MARKED, BEING ASSUMED TO BEAR $N00^{\circ}52'26"W$, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE $N00^{\circ}52'26"W$ ON THE EAST LINE OF SAID SECTION, A DISTANCE OF 2645.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, SAID POINT BEING THE POINT OF BEGINNING;

THENCE $N89^{\circ}41'03"E$ ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 3938.18 FEET;

THENCE $S00^{\circ}41'58"E$ ON THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, A DISTANCE OF 2117.66 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ROCK ISLAND REGIONAL TRAIL AS GRANTED TO EL PASO COUNTY IN THAT WARRANTY DEED RECORDED OCTOBER 21, 1994 IN BOOK 6548 AT PAGE 892, RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON SAID NORTHWESTERLY RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES:

1. $S45^{\circ}55'49"W$, A DISTANCE OF 758.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22;
2. $N89^{\circ}38'06"E$ ON SAID SOUTH LINE, A DISTANCE OF 36.18 FEET;
3. $S45^{\circ}55'49"W$, A DISTANCE OF 3818.92 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27;
4. $S89^{\circ}39'01"W$ ON SAID NORTH LINE, A DISTANCE OF 36.17 FEET;
5. $S45^{\circ}55'49"W$, A DISTANCE OF 855.35 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 28;

THENCE $N00^{\circ}21'45"W$ ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 591.16 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE $N00^{\circ}21'38"W$ ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.24 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28;

THENCE $N89^{\circ}47'08"W$ ON SAID SOUTH LINE, A DISTANCE OF 4692.55 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EXISTING EASTONVILLE ROAD (60.00 FOOT WIDE);

THENCE ON SAID EASTERLY RIGHT-OF-WAY AS DEFINED BY CERTIFIED BOUNDARY SURVEY, AS RECORDED UNDER DEPOSIT NO. 201900096, THE FOLLOWING FIVE (5) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS $N73^{\circ}08'46"W$, HAVING A DELTA OF $24^{\circ}31'32"$, A RADIUS OF 1630.00 FEET, A DISTANCE OF 697.72 FEET TO A POINT OF TANGENT;
2. $N07^{\circ}40'18"W$, A DISTANCE OF 777.34 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF $39^{\circ}01'10"$, A RADIUS OF 1770.00 FEET, A DISTANCE OF 1205.40 FEET TO A POINT OF TANGENT;
4. $N31^{\circ}20'52"E$, A DISTANCE OF 1517.37 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF $02^{\circ}07'03"$, A RADIUS OF 1330.00 FEET, A DISTANCE OF 49.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21;

THENCE $S89^{\circ}50'58"E$ ON SAID NORTH LINE, A DISTANCE OF 3635.53 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

CORY L. SHARP, PROFESSIONAL LAND SURVEYOR
 COLORADO P.L.S. NO. 32820
 FOR AND ON BEHALF OF JR ENGINEERING, LLC

State Documentary Fee
Date: 11/8/2022
\$0.00
No Doc Fee Required

Quit Claim Deed
(Pursuant to C.R.S. 38-30-113(1)(d))

Grantor(s), **4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **1175 KELLY JOHNSON BLVD., STE 100**, City or Town of **COLORADO SPRINGS, CO**, County of **EL PASO** and State of **COLORADO**, **80920**, for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars, in hand paid, hereby sell(s) and quitclaim(s) to **CROSS FELLOWSHIP CHURCH, A COLORADO NONPROFIT CORPORATION** as Entity whose street address is **10915 BLACK FOREST ROAD, Colorado Springs, CO 80908**, City or Town of **Colorado Springs**, County of **El Paso** and State of **Colorado**, the following real property in the County of **El Paso** and State of **Colorado**, to wit:

See attached "Exhibit A"

also known by street and number as **0 EASTONVILLE AND FUTURE REX ROAD, PEYTON, CO 80831**

with all its appurtenances.

Signed this day of **November 08, 2022**.

4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

PAUL J HOWARD, MANAGER

PETER MARTZ, MANAGER

State of **COLORADO**)
)ss
County of **EL PASO**)

The foregoing instrument was acknowledged before me on this day of **November 08, 2022** by **PAUL J HOWARD AS MANAGER AND PETER MARTZ AS MANAGER OF 4 SITE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

KRISTEN L. DE HERRERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064004626
MY COMMISSION EXPIRES 02/02/2026

[Signature]
Notary Public
My Commission expires 02/02/2026



When recorded return to: **CROSS FELLOWSHIP CHURCH**
10915 BLACK FOREST ROAD, COLORADO SPRINGS, CO 80908



Exhibit A

LEGAL DESCRIPTION: CHURCH SITE

A TRACT OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED ACCORDINGLY, PLS 30087, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED ACCORDINGLY, PLS 30087, BEING ASSUMED TO BEAR $N00^{\circ}52'26''W$, A DISTANCE OF 5,290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE $N00^{\circ}52'26''W$, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,645.09 FEET; THENCE $N89^{\circ}50'58''W$, ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 21, A DISTANCE OF 3,059.09 FEET TO THE POINT OF BEGINNING; THENCE $S31^{\circ}01'13''E$ A DISTANCE OF 1.12 FEET; THENCE $S15^{\circ}05'46''W$ A DISTANCE OF 147.09 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF $06^{\circ}29'46''$, A RADIUS OF 80.50 FEET, A DISTANCE OF 9.13 FEET TO A POINT OF COMPOUND CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF $08^{\circ}49'37''$, A RADIUS OF 877.00 FEET, A DISTANCE OF 135.11 FEET TO A POINT ON CURVE; THENCE $S12^{\circ}42'01''E$ A DISTANCE OF 66.28 FEET; THENCE $S05^{\circ}25'39''E$ A DISTANCE OF 200.23 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $10^{\circ}43'00''$, A RADIUS OF 735.00 FEET, A DISTANCE OF 137.48 FEET TO A POINT ON CURVE; THENCE $S05^{\circ}49'46''W$ A DISTANCE OF 69.36 FEET; THENCE $N90^{\circ}00'00''W$ A DISTANCE OF 167.97 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $28^{\circ}27'08''$, A RADIUS OF 50.00 FEET, A DISTANCE OF 24.83 FEET TO A POINT OF TANGENT; THENCE $N61^{\circ}32'52''W$ A DISTANCE OF 680.32 FEET; THENCE $N31^{\circ}20'52''E$ A DISTANCE OF 439.44 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF $05^{\circ}54'58''$, A RADIUS OF 1,350.00 FEET, A DISTANCE OF 139.39 FEET TO A POINT ON CURVE; THENCE $N88^{\circ}55'43''E$ A DISTANCE OF 113.10 FEET; THENCE $S83^{\circ}55'35''E$ A DISTANCE OF 164.95 FEET, TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF $05^{\circ}00'59''$, A RADIUS OF 164.00 FEET, A DISTANCE OF 14.36 FEET TO A POINT OF TANGENT; THENCE $S78^{\circ}54'36''E$ A DISTANCE OF 224.42 FEET; THENCE $S31^{\circ}01'13''E$ A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION STATEMENT:

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

Chuck Broerman
03/22/2022 10:24:20 AM
Doc \$0.00 2
Rec \$18.00 Pages

El Paso County, CO



222040383

BARGAIN AND SALE DEED

JMJK HOLDINGS, LLC, a Colorado limited liability company (“Grantor”), for the consideration of TEN DOLLARS (\$10.00), in hand paid, hereby sells and conveys to **4 SITE INVESTMENTS, LLC**, a Colorado limited liability company (“Grantee”), whose address is 1271 Kelly Johnson Blvd Ste 100, Colorado Springs, CO 80920, in and to the following described real property in El Paso County, State of Colorado (“Property”):

SEE EXHIBIT A

This conveyance specifically excludes any and all water rights related and/or appurtenant to the Property.

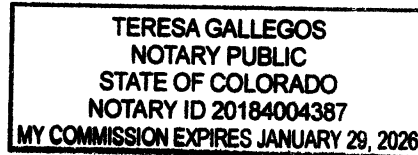
Consideration is less than \$500.00 and no documentary fee is required pursuant to C.R.S. §39-13-102.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth below.

GRANTOR:

JMJK HOLDINGS, LLC
a Colorado limited liability company

By: [Signature]
Manager



STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21 day of March, 2022, by Michael Slattery, Manager of JMJK Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public



EDWARD-JAMES SURVEYING, INC.

December 16, 2020
Job No. 1672.01
Page 1 of 2

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30067, AND BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED ACCORDINGLY, PLS 30067, BEING ASSUMED TO BEAR N00°52'26"W, A DISTANCE OF 5290.17 FEET.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N00°52'26"W, ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,845.09 FEET TO THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N89°50'56"W, ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 2,498.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°50'56"W, ON SAID NORTH LINE, A DISTANCE OF 1,198.98 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD; THENCE ON THE EASTERLY RIGHT-OF-WAY OF LINE OF EASTONVILLE ROAD THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N00°48'11"W, HAVING A DELTA OF 09°53'50", A RADIUS OF 1,330.00 FEET, A DISTANCE OF 229.74 FEET TO A POINT OF TANGENT;
2. N19°19'59"E, A DISTANCE OF 15.32 FEET;

THENCE S78°54'36"E, A DISTANCE OF 844.14 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 11°57'41", A RADIUS OF 1,050.00 FEET, A DISTANCE OF 219.21 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 136,818 SQ. FEET OR 3.141 ACRES MORE OR LESS

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.