

VAN REMORTELLLC
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Fred Van Remortel
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October 1, 2021

El Paso County, Colorado
Planning and Community Development Department
2880 International Circle
Colorado Springs, Colorado 80910

By E-Application and Email

Re: Owner/Applicant: Jesus Barron
Property Address: 10015 Calle Bernardo Point, Fountain, CO 80817
Application: Board of Adjustment and Plat Vacation with ROW

Dear Planning and Community Development Department:

This firm, Van Remortel, LLC represents owner/applicant, Jesus Barron (“Mr. Barron” or “Applicant”), the owner of property commonly known as 10015 Calle Bernardo Point, Fountain, Colorado 80817 and more specifically described as:

Lot 14, Villa Casitas Filing No. 1,
County of El Paso, State of Colorado

the (“Property”).

This letter is intended to constitute the cover letter as required with application, and referred in the application as *Exhibit A*. We are requesting a Right-of-Way (“ROW”) vacation from El Paso County, Colorado (the “County”) in order to resolve an encroachment of part of the ROW over which Calle Bernardo runs and a vacation of the ROW for an originally platted road which is not and has never been utilized. This letter is submitted in connection with such application.

Introduction

Applicant seeks a partial vacation of a 140-foot ROW for part of the ROW over which Calle Bernardo travels and for part of the ROW which was originally platted for a road, but was never used as such. The porch of Applicant’s house and the northeast corner of Applicant’s house encroach on the ROW. Additionally, Applicant desires to build a garage at the end of his gravel driveway, and that garage would fall in the ROW. *A true and correct copy of the Land*

*Survey Plat is submitted herewith as **Exhibit 1**. A survey obtained of the Property shows that the house extends roughly 1.9 feet into the ROW (the “Encroachment”).*

A gravel road, Calle Bernardo, lies in the ROW and consumes approximately 8-15 feet of the 140-foot ROW. **Exhibit 2** identifies the road highlighted in orange, the part of the ROW that Applicant seeks to vacate in green, and the remaining ROW highlighted in yellow. **Exhibit 3**, from the El Paso County Assessor’s office, shows Calle Bernardo in the ROW and then turning Northwest in front of Applicant’s property (specifically his driveway) to where it meets Avenida Alegre. It also shows that there is no road over the ROW West of the point where Calle Bernardo turns Northwest, and proceeds West along the Northerly edge of Applicant’s Property. In fact, that part of the ROW is unused for a road or anything else.

Photographs submitted herewith show views of Calle Bernardo, the unused ROW and Avenida Alegre. See **Exhibit 4-8**. All of the properties that border the Northern edge of the ROW, West of the Property are accessible by Avenida Alegre, and in fact use Avenida Alegre for ingress and egress.

Accordingly, Applicant seeks that generally the southern half, or 70 feet, of the ROW be vacated for the part of the ROW over Applicant’s property.

Background of the Application

On January 30, 2020, Mr. Barron acquired title to the Property from Superior Properties, Inc., via General Warranty Deed recorded February 3, 2020, at Reception No. 220015077. A true and correct copy of the General Warranty Deed is submitted herewith as **Exhibit 9**.¹ The ROW is not identified in the General Warranty Deed and is not identifiable by a site visit. An affixed, manufactured home (“House”) is located on the Property. Per an Affidavit of Real Property for a Manufactured Home, recorded July 12, 2012, it appears that the House was affixed to the Property at least by 2012.

In or around July of 2020, Applicant applied to the County for a building permit to construct a detached garage on the Property. El Paso County denied the building permit, asserting that the Property is noncompliant because the House “appears to be over the [P]roperty line.”

In August of 2020, Insured obtained a Land Survey Plat that depicts the north easterly corner of the House extending 1.9’ over the Property line causing the Encroachment, onto the 140’ Calle Bernardo ROW. The ROW was dedicated to the County per the 1971 subdivision plat, titled Villa Casitas Filing No. 1, El Paso County, Colorado (“Subdivision Plat”). Calle Bernardo is a gravel road located on roughly the northerly half of the ROW. Therefore, while the ROW directly abuts the Property and the House encroaches onto the ROW, the Road, itself does

¹ All references to “recorded” documents are to documents recorded in El Paso County, unless specifically identified otherwise.

not abut the Property, and the House does not encroach the Road. *A true and correct copy of the Survey is submitted herewith as **Exhibit 1**.* In fact, the House is approximately 70 feet from Calle Bernardo.

Applicant requested that El Paso County vacate 70' of the ROW, through an application with El Paso County and an EA file No. 20114. On August 26, 2020, Engineer Meeting notes were obtained with all requirements and policies. This request was denied, due to Applicant not completing all the County's right-of-way vacation request requirements. *A true and correct copy of the El Paso County Checklist for EA-20-114 is submitted herewith as **Exhibit 10**.*

On September 22, 2021, we completed a traffic survey that meets the county requirements. *A true and correct copy of the Traffic Memorandum is submitted herewith as **Exhibit 11**.* We also procured a Title Commitment, which is submitted herewith as **Exhibit 12**.

Historic Background

It appears that the ROW was granted by virtue of a subdivision plat titled Villa Casitas Filing No. 1, dated and ratified April 21, 1971, and recorded May 29, 1971 in Plat Book R-2, Page 63, Reception No. 803466 (the "Filing"). *A true and correct copy of the Filing is submitted herewith as **Exhibit 13**.* The Filing states "[a]ll streets so platted shall be dedicated to public use . . . upon acceptance at resolution, all streets and drainage ways so dedicated will become matters of maintenance by El Paso County, Colorado."

The Filing demonstrates that Calle Bernardo was originally planned to jog Southwest beginning at about the Property's Northeast corner until about the Property's Southwest corner and then proceed due West. However, Calle Bernardo actually takes a jog Northwest onto what is labeled Los Taos on the Filing, but subsequently and currently is identified as Calle Bernardo. *See El Paso County Assessor Information at **Exhibit 3**.*

Exhibit 14 shows the current Calle Bernardo in yellow, and the ROW labeled Calle Bernardo, but never used as a road in green. It also shows what was labeled as Los Taos, but is now part of Calle Bernardo in orange. Calle Bernardo now continues in a Northwesterly direction until it intersects with Avenida Alegre.

By virtue of a Grant of Right Way from LWD, LLC ("LWD"), as grantor to Mountain View Electric Association, Inc., as grantee dated November 16, 2000, and recorded November 20, 2000, at Reception No. 200140056, LWD granted an easement for power lines, among other things (the "Power Line Easement"). *A true and correct copy of the Power Line Easement is submitted herewith as **Exhibit 15**.* The requested vacation of the ROW, will not affect the Power Line Easement.

Legal Authorities and Support for the Requested Vacation

Calle Bernardo is a local road (not a connector road) and, as such, requires a right-of-way width of 60 feet, 80' more narrow than the subject ROW. *See El Paso County Traffic Plan; see also Fountain Code of Ordinances § 16.20.040-1*. Fountain zoning requirements require a 10' setback from a street, although irregular shaped lots, such as the Property, may have a set back of not less than 5'. *See Fountain Zoning Requirements, § 17.328(E)*. The ROW after the requested vacation will comply with all applicable zoning, road and setback requirements.

A right of way may be an easement. *DeReus v. Peck*, 162 P.2d 404 (Colo. 1945). The term "right of way" is generally construed to describe an easement. *See Hutson v. Agric Ditch & Reservoir Co.*, 723 P.2d 736 (Colo. 1986). The term may be merely descriptive of the purpose to which the is being put. *Dep't of Transp. v. Gypsum Ranch Co., LLC*, 244 P.3d 127 (Colo. 2010).

Easements may be created by the filing of a plat "specifically dedicating certain portions of the land as avenues to the use of the occupants of the platted tracts . . ." *Page v. Lane*, 211 P.2d 549 (Colo. 1949). An easement is created "if the owner of the property to be burdened . . . conveys a lot or unit in a general-plan development or for the development or community." *Allen v. Nickerson*, 155 P.3d 595 (Colo. App. 2006). Under this general principle, a plat can give rise to an express easement or dedication for private or public use. *Bolinger v. Neal*, 259 P.3d 1259 (Colo. App. 2010).

Mere nonuse of an easement acquired by grant, however long continued, does not constitute an abandonment. *People ex rel. Standart v. Farmer High Line Canal & Reservoir Co.*, 54 P. (Colo. 1898). Failure to use the full width of the right of way does not constitute an abandonment. *Dep't of Transp. v. First Place, LLC*, 148 P.3d (Colo. App. 2006). Cessation of the primary purpose for which an easement was granted does not terminate the easement if such purpose was not the sole purpose of the grant. *Smith v. Wright*, 424 P.2d 384 (Colo. 1967).

An easement may be terminated by abandonment. *Williams v. Stirling* 583 P.2d 290 (Colo. 1978). To establish an abandonment of an easement, the party asserting the easement was abandoned must show affirmative acts manifesting an intention on the part of the owner of the dominant estate to abandon the easement. *Rivera v. Queree*, 358 P.2d 40 (Colo. 1960); *but see* C.R.S. § 13-25-127.

However, a use by the owner of the servient estate which is inconsistent with the enjoyment of the easement for a period of time long enough to create a prescriptive right will terminate the easement. The servient owner's use of the land must (1) adverse to the use of the easement, (2) open or notorious, and (3) continued with effective interruption for 18 years.

A platted public road or part thereof, may not be vacated so as to leave any land adjoining the public road without an established public road or private access easement connecting the land to another public road. C.R.S. § 43-2-303(2)(a). If a roadway is vacated, the documents vacating the road, including but not limited to any resolution, ordinance, deed, conveyance document,

El Paso County, Colorado
Planning & Community Development Department
October 1, 2021
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plat, or survey, must be recorded in the office of the clerk and recorder of the county in which the road is located. C.R.S. § 43-2-303(2)(f).

All right, title, or interest of a county in and to any roadway is divested upon vacation by any of the following methods (C.R.S. § 43-2-303(1)):

The board of county commissioners of any county may vacate any roadway or any part thereof located entirely within the county if the roadway is not within the limits of any city or town. If a roadway has been established as a county road at any time, the roadway may not be vacated by any method other than a resolution approved by the board of county commissioners of the county at a meeting ten days' notice of which has been provided to landowners owning one acre or more adjacent to the roadway. This provision does not apply to a roadway that has been established but has not been used after such establishment.

We now amend and revise to application for Board of Adjustment and Plat Vacation with ROW, and submit additional required documents for these requests.

Sincerely,

VAN REMORTEL LLC

Fred Van Remortel, Esq

cc: Jesus Barron

LAND SURVEY PLAT

A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 35, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF EL PASO, STATE OF COLORADO
PARCEL DETAIL

LEGAL DESCRIPTION

Lot 14, Villa Casitas Filing No. 1,
County of El Paso,
State of Colorado.

(Per the General Warranty Deed recorded under Reception No. 220015077)

Address of Record: 10015 Calle Bernardo Point, Fountain, CO 80817

SURVEYOR'S NOTES

- NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a class 2 misdemeanor pursuant to the Colorado Revised Statute 18-4-508.
- The lineal units used in this drawing are U.S. Survey Feet. A U.S. Survey Foot is defined as 1200/3937 meters.
- Any underground or above ground utilities shown hereon have been located from field survey information. Barron Land, LLC does not guaranty said underground utilities to be shown in their exact location and that said underground utilities are shown in their entirety. Barron Land, LLC did not physically enter any manholes or inlets to verify size and material. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- This survey does not constitute a title search by Barron Land, LLC to determine ownership, rights-of-way, or easements of record. A current title commitment was not provided at the time of survey and the client did not request rights-of-way or easements to be shown as part of this survey.
- This survey was performed in the field on August 7, 2020.
- The overall subject parcel contains a calculated area of 252,509 square feet (5.80 acres) of land, more or less.
- BASIS OF BEARINGS for this Survey: Bearings are based upon the South line of Section 35, Township 17 South, Range 65 West of the 6th P.M., monumented at both ends a #6 rebar and 3.25" aluminum cap stamped "PLS 16128, and is assumed to bear N 88°19'13" W, a field measured distance of 5,251.83 feet. Please see the Surveyor's Boundary Synopsis on Sheet 2.
- Found monuments shown hereon are flush with grade, unless noted otherwise.

SURVEYOR'S CERTIFICATION

The undersigned State of Colorado Professional Land Surveyor does hereby state to:

- Jesus Barron

that the accompanying plat was surveyed and drawn by him or under his direct supervision and responsible charge, in accordance with the applicable standards of practice by surveyors in the State of Colorado, and based upon his professional knowledge, information, belief and opinion, accurately shows the described tract of land thereof, and complies with the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended. The above statement is not a guaranty or warranty, either expressed or implied.



Spencer J. Barron
State of Colorado Professional Land Surveyor No. 38141
For and on behalf of Barron Land, LLC

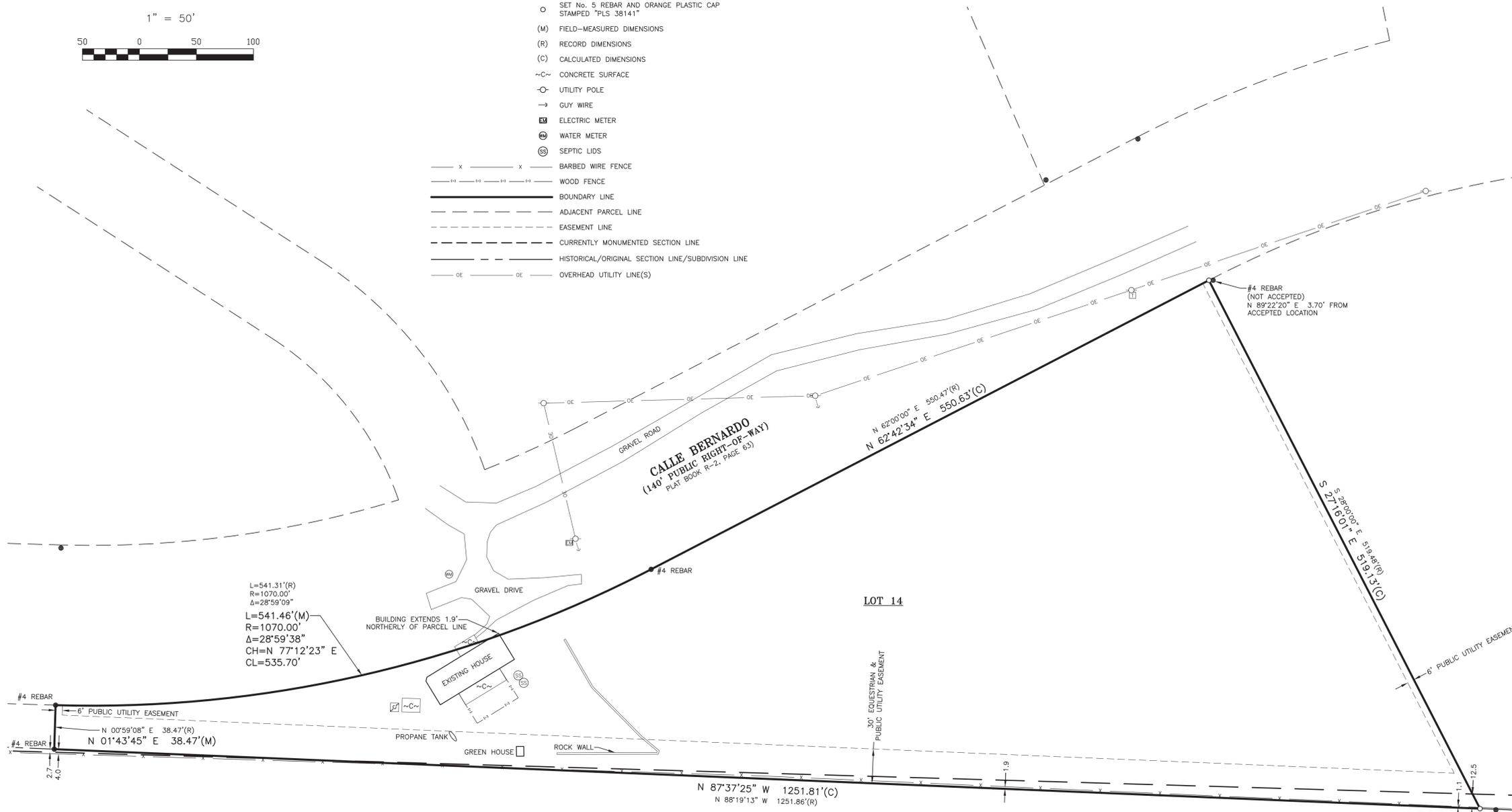


1" = 50'



LEGEND

- FOUND MONUMENT AS NOTED ON SHEET 2
- SET No. 5 REBAR AND ORANGE PLASTIC CAP STAMPED "PLS 38141"
- (M) FIELD-MEASURED DIMENSIONS
- (R) RECORD DIMENSIONS
- (C) CALCULATED DIMENSIONS
- ~C~ CONCRETE SURFACE
- UTILITY POLE
- GUY WIRE
- ⊠ ELECTRIC METER
- ⊠ WATER METER
- ⊠ SEPTIC LIDS
- x — x — BARBED WIRE FENCE
- — — WOOD FENCE
- — — BOUNDARY LINE
- — — ADJACENT PARCEL LINE
- — — EASEMENT LINE
- - - CURRENTLY MONUMENTED SECTION LINE
- — — HISTORICAL/ORIGINAL SECTION LINE/SUBDIVISION LINE
- OE — OE — OVERHEAD UTILITY LINE(S)



DEPOSITING CERTIFICATION

Deposited this _____ day of _____, A.D. 20__ at _____ o'clock _____ M. in Book _____ of Land Survey Plats, at Page(s) _____, Deposit Number _____ of the records of the Clerk and Recorder's Office of El Paso County, Colorado.

By: Deputy

DATE: 08/10/2020		REVISIONS	
No.	Remarks	Date	By

BARRON LAND

BOUNDARY & MAPPING & SURVEYING & CONSTRUCTION
2790 N. Academy Blvd. Suite 311 P: 719.360.6827
Colorado Springs, CO 80917 F: 719.466.6527
www.BARRONLAND.com

PROJECT No.: 20-041 SHEET 1 OF 2

LAND SURVEY PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO

BOUNDARY DETERMINATION DETAIL



1" = 300'



SURVEYOR'S SYNOPSIS

After the field survey of the subject parcel, it is apparent that there are some large discrepancies/deficiencies in the currently monumented section lines and internal subdivision corners as shown hereon. Please see below for brief explanations of said discrepancies/deficiencies.

1) The monument at the southwest corner of Section 34, Township 17 South, Range 65 West of the 6th P.M., appears to be set approximately 6.5 feet south of the corner set by Allan Miller per the monument record dated July 7, 1971. Rocky Mangini reset this corner per the monument record dated February 21, 1989. Barron Land, LLC has accepted the fence corner location, as this location fits what is believed to be the original subdivision monuments as shown hereon and as evidenced in Valerosa Village Filing No. 2 and Villa Casitas Filing No. 1.

2) The monument at the southeast corner of Section 34, Township 17 South, Range 65 West of the 6th P.M., appears to be set approximately 11.19 feet southerly of the calculated position as shown on this survey. Allan Miller set this corner per the monument record dated July 7, 1971. Rocky Mangini reset this corner per the monument record dated September 10, 1984. Barron Land, LLC is suspect of this location due to what is believed to be the original subdivision monuments as shown hereon and as evidenced in Valerosa Village Filing No. 2 and Villa Casitas Filing No. 1.

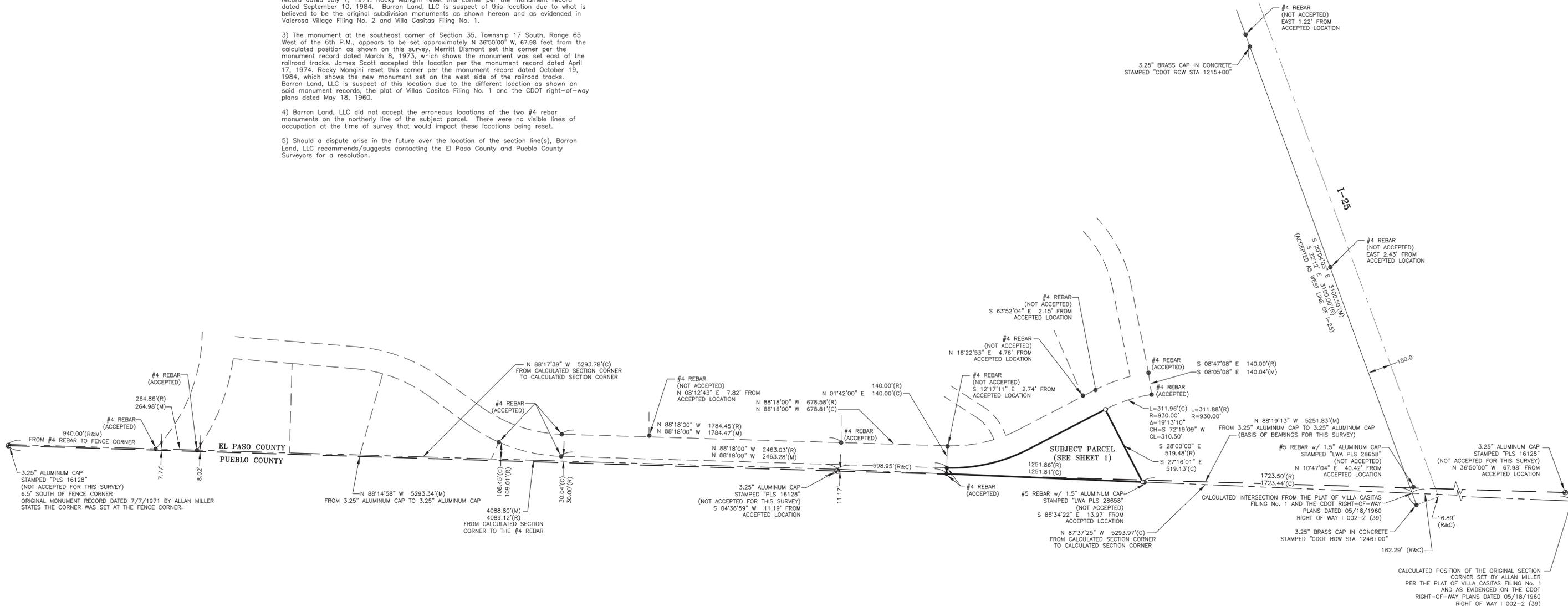
3) The monument at the southeast corner of Section 35, Township 17 South, Range 65 West of the 6th P.M., appears to be set approximately N 36°50'00" W, 67.98 feet from the calculated position as shown on this survey. Merritt Dismant set this corner per the monument record dated March 8, 1973, which shows the monument was set east of the railroad tracks. James Scott accepted this location per the monument record dated April 17, 1974. Rocky Mangini reset this corner per the monument record dated October 19, 1984, which shows the new monument set on the west side of the railroad tracks. Barron Land, LLC is suspect of this location due to the different location as shown on said monument records, the plat of Villas Casitas Filing No. 1 and the CDOT right-of-way plans dated May 18, 1960.

4) Barron Land, LLC did not accept the erroneous locations of the two #4 rebar monuments on the northerly line of the subject parcel. There were no visible lines of occupation at the time of survey that would impact these locations being reset.

5) Should a dispute arise in the future over the location of the section line(s), Barron Land, LLC recommends/suggests contacting the El Paso County and Pueblo County Surveyors for a resolution.

LEGEND

- FOUND MONUMENT AS NOTED HEREON
- SET No. 5 REBAR AND ORANGE PLASTIC CAP STAMPED "PLS 38141"
- (M) FIELD-MEASURED DIMENSIONS
- (R) RECORD DIMENSIONS
- (C) CALCULATED DIMENSIONS
- BARBED WIRE FENCE
- BOUNDARY LINE
- - - - - ADJACENT PARCEL LINE
- - - - - EASEMENT LINE
- - - - - CURRENTLY MONUMENTED SECTION LINE
- - - - - HISTORICAL/ORIGINAL SECTION LINE/SUBDIVISION LINE



DATE: 08/10/2020		REVISIONS	
No.	Remarks	Date	By

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PROJECT No.: 20-041 SHEET 2 OF 2

* These are just approximate points to illustrate the vacate land being requested.

By vacating this portion of Cal Bernardo highlighted in green (70 ft/Half of Roadway), it will allow my property to be within required setbacks. It will also allow for the ability to have my existing driveway/parking area.

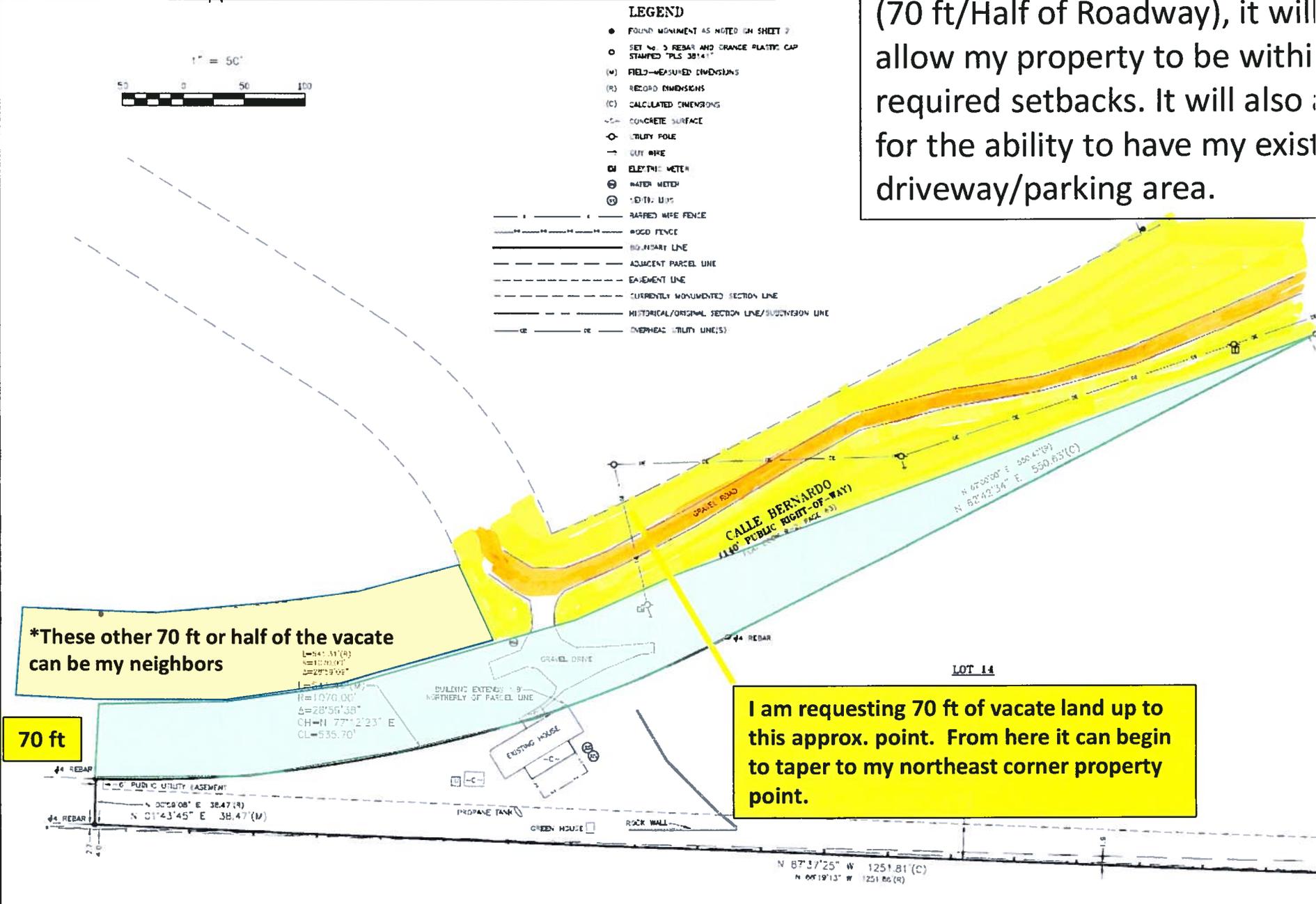


EXHIBIT 2

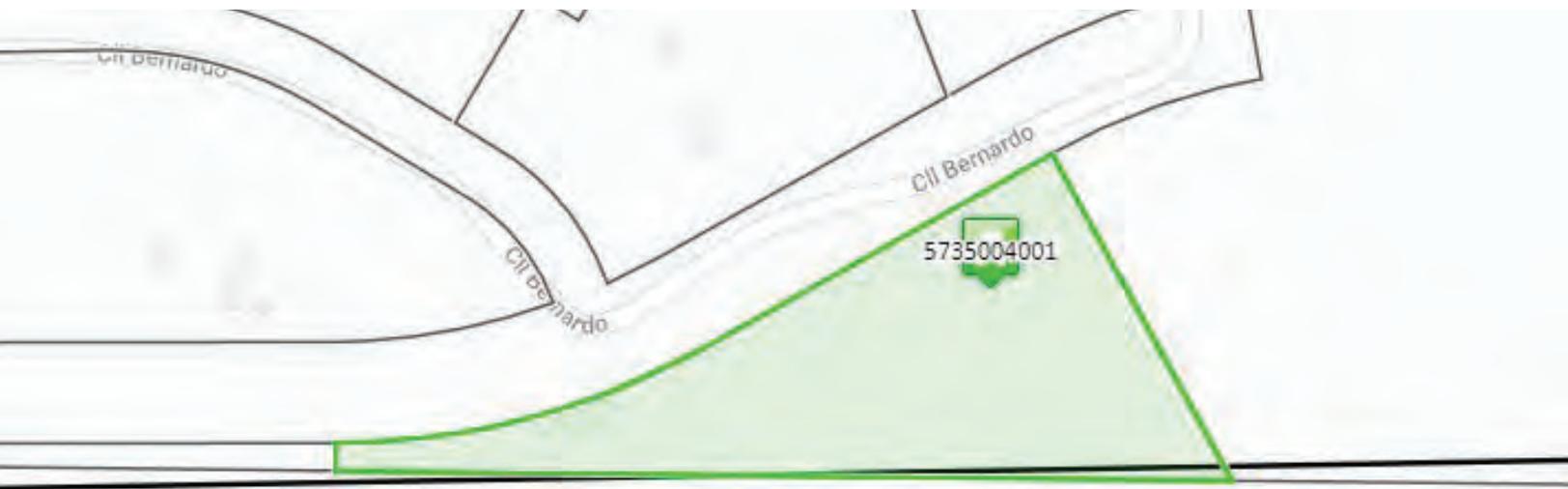


EXHIBIT 3



Avenida Alegre



Calle Bernardo Row
-not in use-



Applicant's driveway

Calle Bernardo

To Avenida Alegre

Applicant's
vehicles

Accessed from Avenida Alegre

Calle Bernardo
Row
not in use

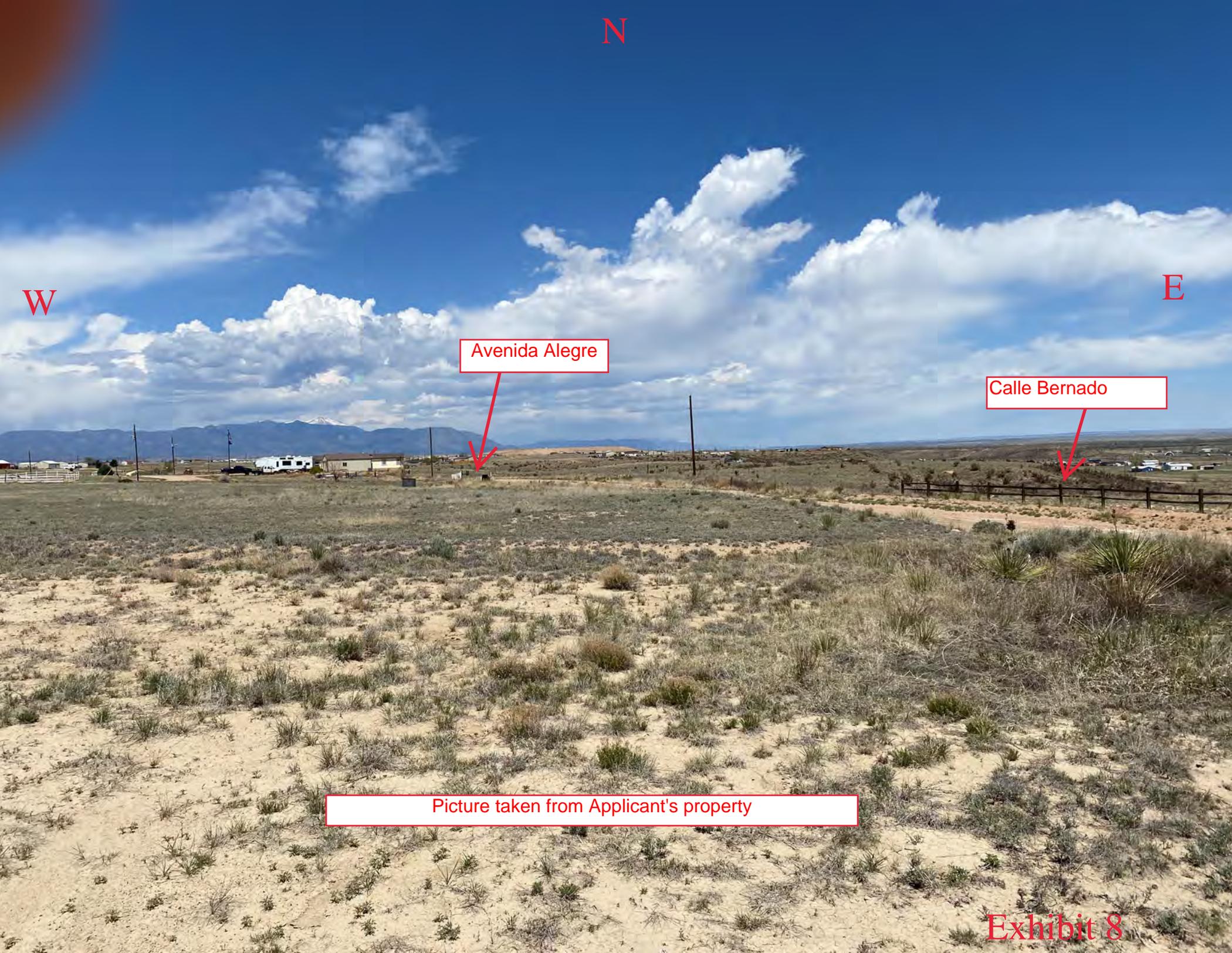


Applicant's residence



Calle Bernardo Row
not in use





N

W

E

Avenida Alegre

Calle Bernado

Picture taken from Applicant's property

Exhibit 8

After Recording Return to:
Jesus Barron

Doc Fee: \$27.40

GENERAL WARRANTY DEED

This Deed, made January 30, 2020

Between Superior Properties Inc., a Colorado corporation of the County El Paso, State of Colorado, grantor(s) and Jesus Barron, a Tenant in Severalty whose legal address is 10015 Calle Bernardo Point, Fountain, CO 80817 County of El Paso, and State of Colorado, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of TWO HUNDRED SEVENTY-FOUR THOUSAND DOLLARS AND NO/100'S (\$274,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

Lot 14, Villa Casitas Filing No. 1,
County of El Paso, State of Colorado.

also known by street and number as 10015 Calle Bernardo Point, Fountain, CO 80817

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

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

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

SELLER:

Superior Properties Inc., a Colorado corporation

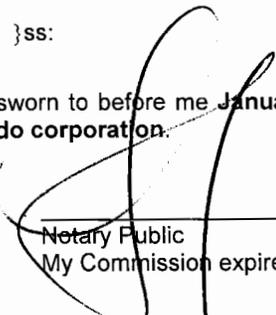

Bryce D. Rasmussen, President

STATE OF COLORADO
COUNTY OF EL PASO

} ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me January 30, 2020 by Bryce D. Rasmussen, President of Superior Properties Inc., a Colorado corporation.

Witness my hand and official seal.


Notary Public
My Commission expires:

Sandi Greenfield
Notary Public

EA- 20-114

Project Name: Calle Bernardo Right of way Vacate

Meeting Date:

El Paso County
Planning & Community Development
Planning Checklist

Zoning

Existing Zone(s)

Zone	Name
_____	_____

Proposed Zone(s)

Zone	Name
_____	_____

Zoning Analysis

Zoning District Requirements (density, lot size, lot design standards, building setbacks)

Processing Issues

Fee(s)

Application Type

Fee Amount

\$ _____
\$ _____
\$ _____
\$ _____

Total \$ _____

Processing Issues and Options

Design and Landscaping

Site Design/Layout (Lot pattern, circulation/road design, open space, preservation of natural features, compatibility internally and with adjacent land uses)

Landscaping

- Expressway, Principal arterial area depth – 25'-Trees required 1 per 20'
- Urban interchange/Intersection area depth – 25'- N/A
- Minor arterial area depth 20' – Trees required 1 per 25'
- Non-arterial area depth 10' – Trees required 1 per 30'
- Parking lot landscaping required
- Buffer between non-residential and residential districts separated by a non-arterial road or public alley

Internal Landscaping:

Other Landscape Requirements:

Landscaping Description:

Signage:

Lighting:

Photometric Plan Required

Site Characteristics:

Vegetation:

- 30% or greater slope
- CGS review required
- Floodplain
- Noise mitigation required
- Preble's mouse

Topography: _____
Soils/geology: _____
Floodplain comment: _____
Noise comment: _____

Water Quality:

Air Quality:

Visual Quality:

Districts

Taxing Entities

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposed source of water

Central system

District name: _____

Proposed method of waste water disposal

Central system

District name: _____

Water/wastewater

comments: _____

Fire District: _____

Emergency Services Issues:

Commissioner District: _____

Code Waivers:

Relevant past history:

Parks and trails:

Annexations/Intergovernmental issues:

Policy plan recommendations:

Small area plan:

Name:

Plan sub-area:

Plan goals and policies:

Recommendations:

Wildlife impact

Wildlife habitat descriptors level:

Wildlife plan name:

Notes:

Master plan for mineral extraction:

Parks master plan:

Other long range planning comments:

Wrap Up

- If subdivision is proposed, recording fees, park and school fees and road impact fees apply.
- Fees are subject to change. The fees at the time of application apply.
- Pursuant to the adopted El Paso County Road Impact Fee Program (Resolution No. 12-382), a transportation impact fee, calculated on a per trip basis, may be due at the time of building permit issuance. Starting January 1, 2020 the transportation impact fee will be due for all new construction (Resolution No. 16-454).
- The fee for any additional waiver/deviation requests (more than two) - \$550.00 each. Please note that requests for waivers and/or deviations may result in additional processing/review delay.
- Upon the actual submittal, the title commitment must be dated within 30 days of the submittal date.
- All items requested must accompany the submittal for it to be complete or the submittal will be denied.
- A temporary use permit shall be applied for and approved for any staging area associated with development, such as a sales office, construction trailer, or contractor's equipment yard, prior to scheduling of the pre construction meeting with El Paso County Planning and Community Development. If a Planned Unit Development is proposed, the temporary staging area should be shown on the development guideline and phasing plan.
- All prospective timelines for review are subject to departmental staffing and workload.
- Early Assistance is valid for 12 months from submittal of the EA application. If a project submittal is not received within 12 months, a new EA meeting will be required. An audio copy of the meeting is available by contacting the Planning and Community Development Department at (719) 520-6300.



MEMORANDUM

TO: **El Paso County Planning and Community Development**
2880 International Circle, Suite 110
Colorado Springs, CO 80910

FROM: Derek Schuler, P.E., PTOE

DATE: 9/22/2021

RE: Traffic Memorandum for 10015 Calle Bernardo Point
El Paso County, Colorado

Traffic Engineer's Statement

The attached traffic report and supporting information were prepared under my responsible charge and they comport with the standard of care. So far as is consistent with the standard of care, said report was prepared in general conformance with the criteria established by the County for traffic reports.

[Derek Schuler, Colorado P.E. #40125]

Date

This memorandum serves to summarize the land use, probable trip generation, and vehicular access to the existing house located at 10015 Calle Bernardo Point (site). It also serves to support the vacation of a portion of the Right-of-Way (ROW) for this road (including both improved and unimproved ROW). The existing width and alignment of the unimproved portion of 140' ROW does not appear to serve a future transportation purpose or need.

The site is generally located just north of the El Paso/Pueblo county line and just west of I-25. It is located in an existing large lot residential subdivision. See the associated vacation plan for exact location. This subdivision is surrounded by I-25 to the east, Fort Carson to the west, and vacant land to the north and south. Access to the subdivision is from 2 interchanges with I-25. Best access to the site is from the southern interchange which is with Rancho Colorado Blvd.

Trip Generation

The existing land use is for a single family detached house. **Table 1** below shows the trip generation values for the existing use. The table shows the number of expected trips using the latest ITE trip rates. This manual is currently in its 10th edition and is an industry accepted informational report published by the Institute of Transportation Engineers. Land use #210

Single Family House accounts for the existing use. Using the ITE rate, the existing site is expected to generate about 9 daily trips.

Table 1 - Trip Generation Estimate for 10015 Calle Bernardo Point, Fountain, CO															
ITE Code / Land Use	Size	Trip Generation Rates ¹			Trips Generated										
		Avg. Weekday	AM PEAK	PM PEAK	Average Weekday Trips	AM Peak-Hour (7 - 9)			PM Peak-Hour (4 - 6)						
						% Trips	Trips	% Trips	Trips	Total	% Trips	Trips	% Trips	Trips	Total
#210 - SFH Detached	1 DU	9.44	0.74	0.99	9	25%	0	75%	1	1	63%	1	37%	0	1
Total Trips					9	0		1		1	1		0		1

¹Source: "Trip Generation" Institute of Transportation Engineers, 10th Edition, 2017
SFH = Single Family Houses, DU = Dwelling Units

Existing Roads & Distribution

Primary access to the site is from the I-25/Rancho Colorado Blvd (collector). Then turn south on Boca Raton Heights (collector). Then turn left onto Avenida Hermosa View (local) and then finally right onto Calle Bernardo Point (local). Functional classifications are per El Paso County's 2040 Functional Classifications (Map 14). The existing road network within the subdivision is more than adequate to serve the large residential lots. The only other use in this southern portion of the subdivision is an elementary school.

Per the attached vacation plan, Calle Bernardo Point is constructed as a narrow local road east of the house on this site. Near the house, this existing road follows a different ROW alignment to the northwest. The unimproved ROW begins directly west of the house. There is no need to construct a future road along this alignment as all lots can be served by the constructed road network. There is also no need to widen any of the existing constructed local roads. Therefore, I support both the 70 ft wide vacation area along unimproved ROW and the tapered vacation area along the existing road.

Future Roads & Distribution

The county's functional classification map shows Boca Raton Heights as a north/south collector street. The map shows this roadway continuing to the county line for a potential future extension. The map shows the existing roadway for Indian Village Heights as the nearest east/west collector just north of the site. The map does not show any east/west collector (existing or proposed) along the county line where the 140' unimproved ROW is located. All lots can be adequately served by the constructed road network.

Conclusion

The site and surrounding residential properties are adequately served by the existing road network. The unimproved ROW does not serve a transportation need and can be vacated. Also, a portion of the improved ROW can also be vacated that is outside what is needed for the existing local road.



4643 S. Ulster St., Suite 1150
 Denver, CO 80237
 Phone: (303) 889-8169
 Fax: (303) 633-1962

DATE: **September 16, 2021**
 FILE NUMBER: **598-F0725354-625-YK0**
 PROPERTY ADDRESS: **10015 Calle Bernardo Point, Fountain, CO 80817-7051**
 BUYER/BORROWER: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
 OWNER(S): **Jesus Barron**
 YOUR REFERENCE NUMBER:
 ASSESSOR PARCEL NUMBER: **57350-04-001**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Fidelity National Title Company 4643 S. Ulster St. Suite 1150 Denver, CO 80237	ATTN: Youn Ju Kim PHONE: (303) 889-8169 FAX: (303) 633-1962 E-MAIL: yjkim@fnf.com
TO: Van Remortel LLC 2570 W Main Street Suite 200 Littleton, CO 80120	ATTN: Fred Van Remortel PHONE: (303) 484-9919 FAX: (000) 000-0000 E-MAIL: f.vanremortel@fvrlaw.com
TO: Van Remortel LLC 2570 W Main Street Suite 200 Littleton, CO 80120	ATTN: Kelly McCormick PHONE: (303) 484-9919 FAX: (000) 000-0000 E-MAIL: k.mccormick@fvrlaw.com
TO: FNTG	ATTN: Jaclyn Siemers PHONE: FAX: E-MAIL: Jaclyn.Siemers@fnf.com
TO: Construction Loan Department 4643 S. Ulster St. Suite 1150 Denver, CO 80237	ATTN: Youn Ju Kim PHONE: (303) 889-8169 FAX: (303) 633-1962 E-MAIL: yjkim@fnf.com

END OF TRANSMITTAL

EXHIBIT 12



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity 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 EXTRA CONTRACTUAL 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, **Fidelity National Title Insurance Company**, a Florida 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.

Countersigned by:

Authorized Signature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity 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.



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, this 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;
- (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.

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- (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>.

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title Company
Issuing Office: 8055 E Tufts Ave, Suite 300, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 598-F0725354-625-YK0
Property Address: 10015 Calle Bernardo Point, Fountain, CO 80817-7051
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **September 3, 2021**
2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
Proposed Insured: **TO BE DETERMINED**
Proposed Policy Amount: **\$274,000.00**
 - (b) **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - (c) **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
[Jesus Barron](#)
5. The Land is described as follows:
[See Exhibit A attached hereto and made a part hereof.](#)

PREMIUMS:

Owners Coverage	655.00
Extended Coverage	75.00
Tax Cert	13.50

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EXHIBIT A
LEGAL DESCRIPTION

Lot 14, Villa Casitas Filing No. 1,
County of El Paso, State of Colorado.

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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SCHEDULE B
PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): [Jesus Barron](#)

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- h. Furnish for recordation a full release of deed of trust:

Amount: \$291,049.00
 Trustor/Grantor: Jesus Barron
 Trustee: Public Trustee of El Paso County
 Loan No.: 247711R5
 Beneficiary: Mortgage Solutions of Colorado, LLC
 Recording Date: November 13, 2020
 Recording No: [220184867](#)

- i. Furnish for recordation a satisfaction or release from that certain assessment lien in favor of:

Name of Association: Jesus Barron
 Original Amount: \$287.50
 Recording Date: July 23, 2021
 Recording No: [221140438](#)

- j. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
PART I – Requirements
(Continued)

[Click to view Tax Info](#)

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Exception(s) number(ed) 1-4 will not appear on the Owner's/ Lenders Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Warranty Deed, recorded February 03, 2020 at Reception No. [220015077](#).

END OF REQUIREMENTS

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SCHEDULE B

PART II – EXCEPTIONS

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded September 21, 1998 at Reception No. [98135609](#) and any and all amendments or supplements thereto.
9. An easement for water rights, ditch rights and rights of way for ditches and laterals and incidental purposes reserved by Edward A. Pring in the instrument recorded [Book 1014 at Page 404](#) over the subject property.

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SCHEDULE B
PART II – Exceptions
(Continued)

10. Terms, conditions, provisions, agreements and obligations contained in the Agreements recorded October 24, 1945 in [Book 1020 at Page 246](#), December 18, 1946 in [Book 1020 at Page 354](#) and April 28, 1947 in [Book 1020 at Page 385](#).
11. Any and all interest in all oil, gas and other minerals as reserved by J.P. Tolson in Deed recorded April 16, 1949 in [Book 1209 at Page 385](#), and any and all assignments thereof or interests therein.
12. Each and every right or rights of access to and from any part of a State Highway, as conveyed to the State Highway Commissioner by Deed recorded July 20, 1956 in [Book 1580 at Page 642](#).
13. Any assessment or lien of Hanover Fire Protection District , as disclosed by the instrument recorded October 18, 1993 in [Book 6239 at Page 364](#).
14. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: May 27, 1971
Recording No: Plat [Book R2 Page 63](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way recorded November 20, 2000 at Reception No. [140056](#).
16. Any assessment or lien of Rancho Colorado Local Improvement Districts #1 and #2, as disclosed by the instrument recorded January 18, 2005 at Reception No. [205008427](#).
17. Any assessment or lien of Wigwam Mutual Water Company, as disclosed by the instrument recorded August 04, 2005 at Reception No. [205119339](#). Notice in connection therewith recorded April 28, 2006 at Reception No. [206061825](#).
18. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 12, 2018
Recording No: [5221-2018](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity 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.

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Fidelity National Title Company a Colorado Corporation and Fidelity National Title Insurance Company, a Florida Corporation.

- 1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: 10015 Calle Bernardo Point, Fountain, CO 80817-7051

- 2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- 3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company, a Colorado Corporation and Fidelity National Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:

SELLER:

Jesus Barron

SELLER:

SELLER:

State of Colorado
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by Jesus Barron.

(SEAL)

Notary Public
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

Lot 14, Villa Casitas Filing No. 1,
County of El Paso, State of Colorado.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

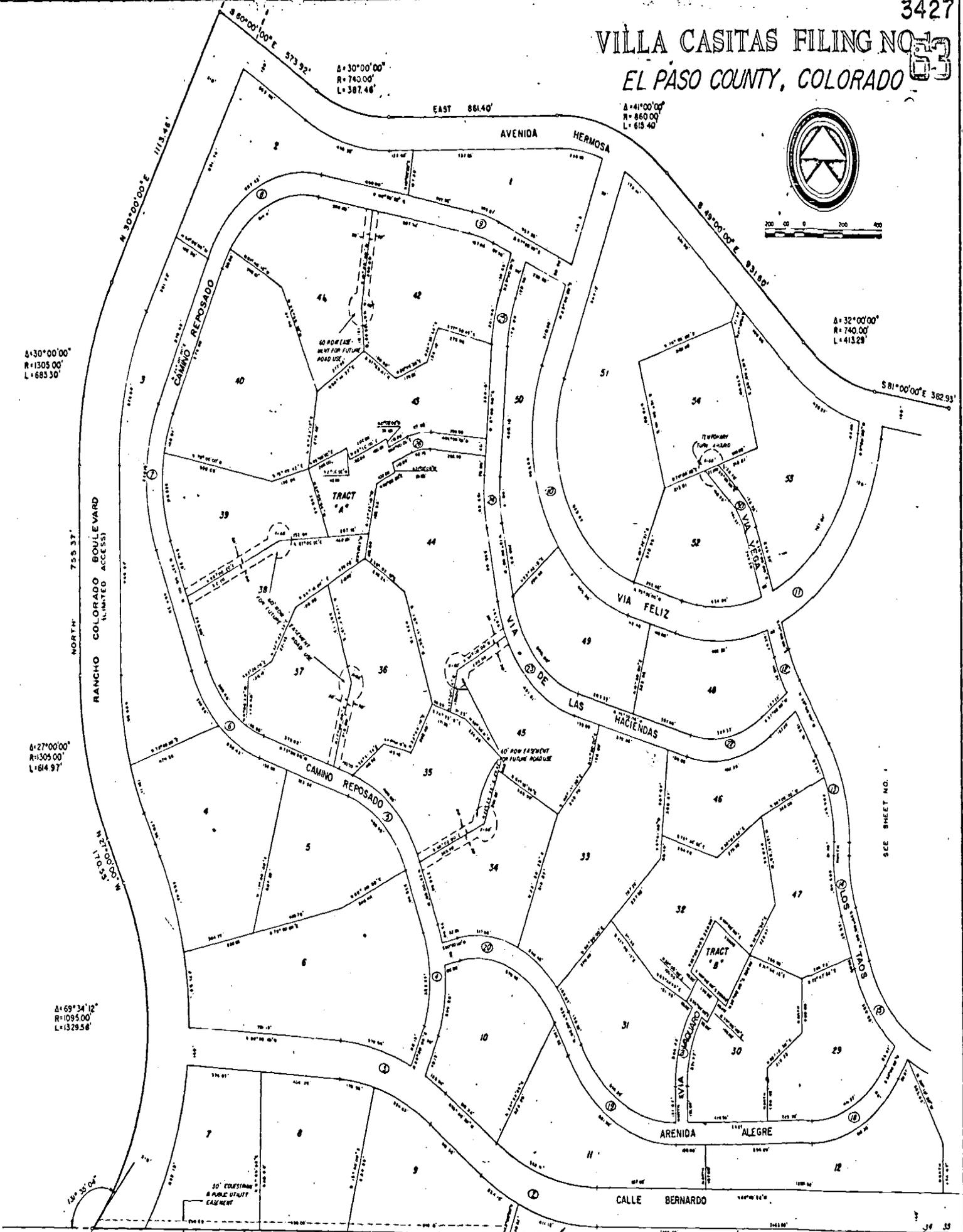
Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

VILLA CASITAS FILING NO. 13

EL PASO COUNTY, COLORADO



$\Delta = 30^{\circ}00'00''$
 $R = 1305.00'$
 $L = 683.50'$

$\Delta = 30^{\circ}00'00''$
 $R = 740.00'$
 $L = 587.46'$

$\Delta = 41^{\circ}00'00''$
 $R = 860.00'$
 $L = 615.40'$

$\Delta = 32^{\circ}00'00''$
 $R = 740.00'$
 $L = 413.28'$

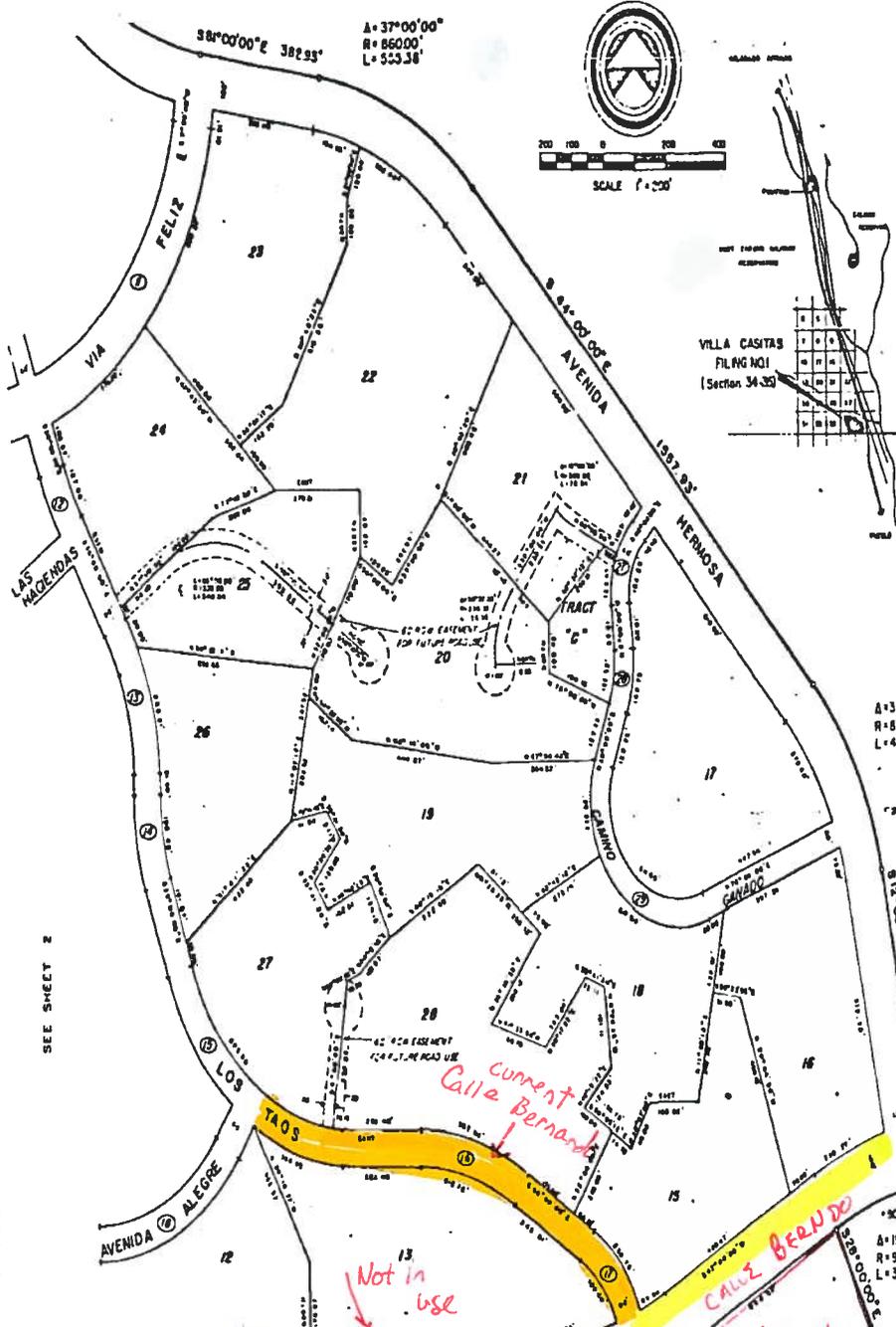
$\Delta = 27^{\circ}00'00''$
 $R = 1305.00'$
 $L = 614.97'$

$\Delta = 69^{\circ}34'12''$
 $R = 1095.00'$
 $L = 1329.58'$

VILLA CASTAS FILING NO. 1

EL PASO COUNTY, COLORADO

63



GRADE AND GRAVEL ALL PLATTED STREETS AND PROVIDE PROPER DRAINAGE FOR SAME, ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, AND UPON ACCEPTANCE BY RESOLUTION, ALL STREETS AND DRAINAGE LOTS SO DEDICATED WILL BECOME MATTERS OF MAINTENANCE BY EL PASO COUNTY, COLORADO.

IN WITNESS WHEREOF:
THE UNDERSIGNED HAVE EXECUTED THEIR PRESENTS THIS 21 DAY OF May, 1971 A.D.

THE FIRST NATIONAL BANK OF COLORADO SPRINGS, COLORADO, TRUSTEE

John Kelly
VICE PRESIDENT

John Doherty
CASHIER

STATE OF COLORADO
COUNTY OF EL PASO

THE ABOVE AND FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF May, 1971 A.D. BY *John Kelly* AS VICE PRESIDENT AND *John Doherty* AS CASHIER OF THE FIRST NATIONAL BANK OF COLORADO SPRINGS, COLORADO, A NATIONAL BANKING CORPORATION, AS TRUSTEE.

WITNESS MY HAND AND SEAL: *[Signature]* NOTARY PUBLIC

MY COMMISSION EXPIRES: *12-5-72*

NOTIFICATION:
THE ATTACHED PLAT OF "VILLA CASTAS FILING NO. 1" IS HEREBY RATIFIED AND CONFIRMED THIS 21 DAY OF May, 1971 A.D. BY THE INSURGENT REPUBLIC CORPORATION AS DEVELOPER/BENEFICIARY.

ATTEST: *Don A. Calder*
DON A. CALDER, SECRETARY

John Doherty
JOHN DOHERTY, PRESIDENT

STATE OF COLORADO
COUNTY OF EL PASO

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF May, 1971 A.D. BY *John Doherty* AS PRESIDENT AND *Don A. Calder* AS SECRETARY OF INSURGENT REPUBLIC CORPORATION A COLORADO CORPORATION, AS DEVELOPER/BENEFICIARY.

WITNESS MY HAND AND SEAL: *[Signature]* NOTARY PUBLIC

MY COMMISSION EXPIRES: *12-5-72*

- NOTES:
1. ALL BEARINGS AS SHOWN IN THIS PLAT ARE RELATIVE TO THE WEST LINE OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH WAS ASSUMED N 1°05'30" E.
 2. LOT CORNERS SHALL BE MARKED WITH A REFLECTING CAP WITH A CAP PAPERED THIS:
 3. THERE SHALL BE A SIX (6) FOOT PUBLIC UTILITY EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES AND A SIX (6) FOOT PUBLIC UTILITY EASEMENT ON EACH SIDE OF ALL REAR LOT LINES UNLESS OTHERWISE INDICATED ON THE ABOVE PLAT.

CERTIFICATION:
THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ABOVE PLAT WAS SURVEYED AND PLATTED UNDER HIS SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND THAT THE REQUIREMENTS OF CHAPTER 38 C.F.S. 1963 AS AMENDED HAVE BEEN ACCOMPLISHED.

Alvin H. Miller
ALVIN H. MILLER
STATE OF COLORADO 5076

APPROVALS:
I, THOMAS J. RUSSELL, COUNTY ENGINEER OF EL PASO COUNTY, COLORADO, DO HEREBY APPROVE THE ABOVE PLAT AS TO THE GRADINGS OF STREETS AS SHOWN HEREON.

Thomas J. Russell
COUNTY ENGINEER

APPROVED BY THE EL PASO COUNTY PLANNING DEPARTMENT THIS 21 DAY OF May, 1971 A.D.

Walter Chad
COUNTY PLANNING ENGINEER

APPROVED BY THE EL PASO COUNTY PLANNING COMMISSION THIS 21 DAY OF May, 1971 A.D.

[Signature]
CHAIRMAN

STATE OF COLORADO
COUNTY OF EL PASO

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 2:07 O'CLOCK P.M. ON THIS 21 DAY OF May, 1971 A.D. AND IS DULY RECORDED IN PLAT BOOK R-2 AT PAGE 63 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

RECEIPTION NUMBER 803466

FEES: \$20.00

MARIE BEALS, RECORDER

[Signature]
DEPUTY

NOTE:
WATER AND SANITATION TO BE THE RESPONSIBILITY OF INDIVIDUAL PROPERTY OWNERS.
TRACTS WILL BE OWNED AND MAINTAINED BY "INSURGENT REPUBLIC CORPORATION"
RANCHO COLORADO BOULEVARD SHALL HAVE LIMITED ACCESS.

LEGEND:
○ BOUNDARY CORNERS SET
● BOUNDARY CORNERS PLACED

UNITED WESTERN ENGINEERS
COLORADO SPRINGS, COLORADO
SHEET 1 OF 2 SHEETS

NO.	ANGLE	RADIUS	CHORD
1	28°15'00"	1000.00	514.49
2	31°00'00"	1000.00	559.02
3	34°00'00"	1000.00	611.26
4	37°00'00"	1000.00	670.82
5	40°00'00"	1000.00	737.27
6	43°00'00"	1000.00	810.26
7	46°00'00"	1000.00	889.44
8	49°00'00"	1000.00	974.47
9	52°00'00"	1000.00	1064.92
10	55°00'00"	1000.00	1160.38
11	58°00'00"	1000.00	1260.44
12	61°00'00"	1000.00	1364.71
13	64°00'00"	1000.00	1472.80
14	67°00'00"	1000.00	1584.31
15	70°00'00"	1000.00	1698.94
16	73°00'00"	1000.00	1816.30
17	76°00'00"	1000.00	1935.99
18	79°00'00"	1000.00	2057.61
19	82°00'00"	1000.00	2180.76
20	85°00'00"	1000.00	2305.04
21	88°00'00"	1000.00	2430.97
22	91°00'00"	1000.00	2558.05
23	94°00'00"	1000.00	2685.78
24	97°00'00"	1000.00	2813.66
25	100°00'00"	1000.00	2941.19
26	103°00'00"	1000.00	3067.87
27	106°00'00"	1000.00	3193.19
28	109°00'00"	1000.00	3316.64
29	112°00'00"	1000.00	3437.72
30	115°00'00"	1000.00	3555.93

KNOW ALL MEN BY THESE PRESENTS:
THAT THE FIRST NATIONAL BANK OF COLORADO SPRINGS, COLORADO, TRUSTEE, A NATIONAL BANKING CORPORATION BEING THE OWNER OF THE FOLLOWING TRACT OF LAND:
THAT PORTION OF SECTION 34 AND THE WEST HALF OF SECTION 35, ALL BEING IN TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 25, SAID POINT ALSO BEING ON THE SOUTHWESTERLY LINE OF SAID SECTION 35, 1,619.66 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE N 88°19'13" W ALONG SAID SOUTHWESTERLY LINE OF SECTION 35, 1,723.50 FEET TO THE POINT OF BEGINNING OF THIS TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 88°19'13" W ON THE LAST MENTIONED COURSE AND ALONG SAID SOUTHWESTERLY LINE OF SAID SECTION 35, 1,950.81 FEET TO THE SOUTHWEST CORNER THEREOF, WHICH CORNER IS ALSO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N 89°05'52" W ALONG THE SOUTHWESTERLY LINE OF SAID SECTION 34, 6,353.98 FEET; THENCE ANGLE RIGHT 131°35'04" TO THE TANGENT OF A CURVE TO THE LEFT AND ALONG SAID CURVE WHICH HAS A CENTRAL ANGLE OF 69°34'12", A RADIUS OF 1,095.00 FEET AND AN ARC LENGTH OF 1,339.58 FEET; THENCE N 27°00'00" W ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 170.55 FEET; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A CENTRAL ANGLE OF 27°00'00", A RADIUS OF 1,305.00 FEET AND AN ARC LENGTH OF 614.89 FEET; THENCE NORTH ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 755.37 FEET; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A CENTRAL ANGLE OF 30°00'00", A RADIUS OF 1,305.00 FEET AND AN ARC LENGTH OF 683.30 FEET; THENCE N 52°00'00" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 1,113.46 FEET; THENCE S 46°00'00" E, 578.92 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 30°00'00", A RADIUS OF 740.00 FEET AND AN ARC LENGTH OF 587.44 FEET; THENCE EAST ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 681.45 FEET; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A CENTRAL ANGLE OF 41°00'00", A RADIUS OF 860.00 FEET AND AN ARC LENGTH OF 615.40 FEET; THENCE S 49°00'00" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 931.50 FEET; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A CENTRAL ANGLE OF 32°00'00", A RADIUS OF 740.00 FEET AND AN ARC LENGTH OF 415.24 FEET; THENCE S 81°00'00" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 342.93 FEET; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A CENTRAL ANGLE OF 37°00'00", A RADIUS OF 860.00 FEET AND AN ARC LENGTH OF 555.36 FEET; THENCE S 44°00'00" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 1,557.93 FEET; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A CENTRAL ANGLE OF 32°00'00", A RADIUS OF 860.00 FEET AND AN ARC LENGTH OF 480.32 FEET; THENCE S 12°00'00" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE, 572.29 FEET; THENCE S 8°00'00" E, 140.00 FEET; THENCE ANGLE RIGHT 90°00'00" TO THE TANGENT OF A CURVE TO THE LEFT AND ALONG SAID CURVE WHICH HAS A CENTRAL ANGLE OF 19°00'00", A RADIUS OF 930.00 FEET AND AN ARC LENGTH OF 311.88 FEET; THENCE S 28°00'00" E, 519.18 FEET TO THE POINT OF BEGINNING, CONTAINING 470.522 ACRES.
THIS SAID TRACT OF LAND TO BE PLATTED INTO TRACTS AND UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THE ABOVE PLAT WHICH PLAT SETS FORTH THE BOUNDARY AND DIMENSIONS THEREOF, SAID TRACTS SO PLATTED SHALL BE KNOWN AS "VILLA CASTAS FILING NO. 1". ALL STREETS SO PLATTED SHALL BE DEDICATED TO PUBLIC USE. INSURGENT REPUBLIC CORPORATION HEREBY PERSONALLY CONSENTS AND AGREES THAT THEY WILL AT THE OWNERS EXPENSE

GRANT OF RIGHT OF WAY

LWD, LLC

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc , a Colorado corporation, P O Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

Twenty (20) Feet in width, owned by the Grantor, situated in El Paso County, State of Colorado, described as follows

A strip of land ten (10) feet either side of an overhead power and guy wires located on Lots 11, 12, 13, 14, 15, 16, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 43, 44, 45, 46, 47, 48, 49, and 50 of Villa Casitas Filing #1

Permission is also granted for future extensions ^{and} of guy wires to serve additional lots as needed

In pt Section 34 & 35 Township 17 South, Range 65 West,

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

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

TO HAVE AND TO HOLD said strip unto the Grantee, its successors and assigns forever

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

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

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

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

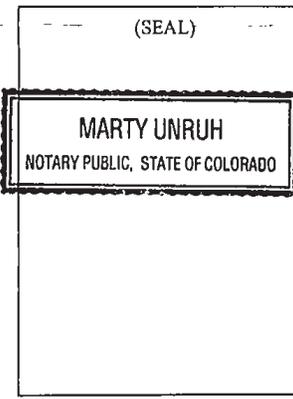
The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine

DATED 11-16-00

LWD LLC by
Allen Van Wyke Mayor

STATE OF COLORADO)
COUNTY OF El Paso)ss

The within instrument was acknowledged before me this 16 day of November, 20 00
BY Allen Van Wyke LWD LLC
(Print the name(s) signed above)



WITNESS my hand and official seal
Account No _____ Notary Public
00-1491 _____
Work Order No. _____
1140 E Woodmen Rd
Falcon, CO 80831
My Commission Expires _____ MY COMMISSION EXPIRES
December 9, 2002

J. Patrick Kelly El Paso Cty, CO
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