

Reception No.

179752

This Deed, Made this 18th day of January in the year of our Lord one thousand nine hundred and sixty-one between LINN L. HAWVER and State of Colorado, of the first part, and ORVILLE K. HAWVER and State of Colorado, of the second part:

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of One Dollar, of the first part in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part Y of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The East half of the Northwest quarter of the Southeast quarter of Section 9 in Township 12 South, Range 65 West of the 6th P. M., subject to a right of way for public driveway purposes over the West 20 feet thereof.

Together With all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and remainders, and the hereditaments, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part Y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

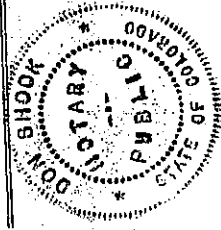
To Have and To Hold The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for him self, his heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said part Y of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, as of 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 and encumbrances of whatever kind or nature soever;

and the above bargained premises, in the quiet and peaceable possession of the said part of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Linn L. Hawver
Linn L. Hawver



STATE OF COLORADO,
County of El Paso } ss.
acknowledged before me this 18th day of January, 1961.
by Linn L. Hawver.
Witness my hand and official seal.
My commission expires June 25, 1963.

John J. Cook
Notary Public

If acting in representative or official capacity, insert name and capacity.

CERT. FEE \$ 7.00 CPE

Filed for record this 15th day of April 1964
Registration No. 311980

BOOK 2007 PAGE 136
HARRIET BEALS RECORDS

This Deed, Made this 15th day of April in the year of our Lord one thousand nine hundred and sixty-four between LINN L. HAWVER, of the County of El Paso and State of Colorado, of the first part, and IMOGENE KAUFMAN and State of Colorado, of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, to the said party of the first part in hand said by the party hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, her heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

THE West half of the Northwest quarter of the South East quarter of Section 9 in Township 12 South, Range 65 West of the 6th P. M., subject to a right of way for public driveway purposes over the East 20 feet thereof.

Together With all and singular the benefits and appurtenances thereto 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 said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and To Hold The said premises above bargained and described, with the appurtenances, unto the said party of the second part, her heirs and assigns forever. And the said party of the first part agrees to seal with his hands, signatures, and subscriptions, in presence, grant, bargain and delivery of the premises, her heirs and assigns, that at the time of the perfect, absolute and inalienable estate of inheritance, in law, in fee simple, and in several 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, leases, taxes, assessments and encumbrances of whatever kind or nature soever.

and the above bargained premises, in the quiet and peaceable possession of the said party of the second part and her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend, in Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Linn L. Hawver
LINN L. HAWVER



County of El Paso State of Colorado.
I, Linn L. Hawver, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 15th day of April, 1964, by Linn L. Hawver, whose my hand and official seal. My commission expires August 26, 1967.

Witness my hand and official capacity, insert name and capacity.

Received at... 3 o'clock... JUL 8 1964
Reception No. 355477 HARRIET BEALS

BOOK 2023 PAGE 235

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF EL PASO AND STATE OF COLORADO

Civil Action No. 44938

MOUNTAIN VIEW ELECTRIC ASSOCIATION,
INC., a corporation.

Petitioner,

vs.

D E C R E E

JOHN L. BURGE, DOROTHY M. BURGE,
BILLIE LOUISE CLARK, JUANITA MAE
COX, NETTIE G. CORRELL, THE FIRST
FEDERAL SAVINGS AND LOAN ASSOCIATION
OF COLORADO SPRINGS, CHARLES E. HELM,
LETA HELM, ROBERT CHARLES FLEM, BETTY
RIGBY, PUBLIC TRUSTEE OF EL PASO COUNTY,
COLORADO, DAVID C. POLHEMUS, BETTY J.
POLHEMUS, JEANNE CARROL SPELFARNE, FRANK
C. WALKER, AND IRMA L. WALKER.

Respondents.

THIS MATTER coming on to be heard in open Court upon
the Petition of the Petitioner, for condemnation of Tract A
and D as described in the Petition filed herein and upon the
Stipulation and Agreement that the amount of compensation be
ascertained by the Court, the Petitioner appearing through
their attorneys, ROBERT T. JAMES and GOODBAR, EVANS & GOODBAR,
and the Respondents, DAVID C. POLHEMUS, BETTY J. POLHEMUS, and
FRANK C. WALKER, IRMA L. WALKER, appearing through their attor-
neys, JAMES P. MOYERS, and the Court being fully advised in the
premises,

FINDS:

- 1. That the court has jurisdiction over the parties and

the subject matter hereof.

2. That all of the Respondents have been properly served as requires by law and rule of Court and that the time for answering or otherwise appearing has expired.

3. That the respondents who are interested in said Tract A are described below with a description of their interest:

Frank C. Walker and Irma L. Walker - Co-owners

Tract A: The Easterly fifty feet of the E1/2 NE1/4 of Section 9, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, West of a road known as the Vollmer Road.

4. That the respondents who are interested in said

Tract D are described below with a description of their interest:

David C. Polhemus and Betty J. Polhemus - Co-owners
First Federal Savings and Loan Association - Deed of Trust

Tract D: The Easterly fifty feet of the South three-fourths of the NE1/4 SE1/4 of Section 9, Township 12 South, Range 65 West, El Paso County, Colorado, West of a road known as the Vollmer Road.

5. That the First Federal Savings and Loan Association has not appeared or filed an answer herein and they are not entitled to any compensation or damage from the Petitioner.

6. That the Petitioner has the power of Eminent Domain and the power of Condemnation and that Tract A and D should be condemned for the purposes described in said Petition.

7. That heretofore, the Court entered its order dated the 10th day of February, 1964 allowing the Petitioner immediate possession of Tract A upon payment of One Thousand Six Hundred and Fifty (\$1650.00) Dollars and Tract D upon payment of Three Thousand and Fifty (\$3,050.00) Dollars into the Registry Fund



of Court which sums have been paid.

8. That the true and actual value of the property taken together with the amount of damage occasioned to other portions of Respondents' property tracts A and D is set out below:

Tract A - \$7000.00
Tract D - \$6275.00

NOW THEREFORE, it is ordered, adjudged and decreed:

1. That Petitioner shall have the right to take the property hereinafter described for the purpose of easements and rights of way to construct, operate, maintain and repair electric power transmission lines and to erect poles, wires and systems, and to locate and relocate its facilities on the property hereinafter described and to remove and trim trees and shrubbery that will interfere therewith:

Tract A: The Easterly fifty feet of the E1/2 NE1/4 of Sections 9, Township 12 South, Range 65 West of the 6th P.M. El Paso County, Colorado West of a road known as the Vollmer Road.

Tract D: The Easterly fifty feet of the south-three fourths of the NE1/4 SE1/4 of Section 9, Township 12 South, Range 65 West, El Paso County Colorado, West of a road known as the Vollmer Road.

2. That Petitioner pay to the Respondents, Frank C.

Walker and Irma L. Walker the sum of Seven Thousand (\$7,000.00)

Dollars for the full and actual value of all property taken or damaged.

3. That Petitioner pay to the Respondents, David C. Polhemus, and Betty J. Polhemus, the sum of Six Thousand, Two Hundred and Seventy-five (\$6,275.00) Dollars.

4. That the Clerk of the Court pay over the sums that they now have on deposit pursuant to the Court order dated the 10th day of February, 1964 to the parties and in the respective amounts as follows:

- A. Frank C. Walker and Irma L. Walker - \$1,550.00
- B. David C. Pelhemus and Betty J. Polhemus - \$3,050.00

The remaining difference between the sum of \$7,000 for Tract A and \$6000 for Tract D shall be paid directly by the Petitioner to the Respondent parties.

Done in open Court this 7th day of July, 1964.

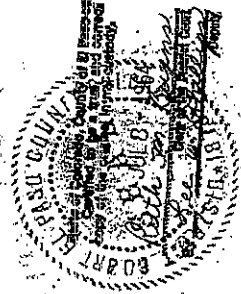
BY THE COURT:

William M. Calvert
Judge

APPROVED BY:

Robert F. James

James P. Mayfield
C. Lee Goodbar



FILED
DEPT. OF
RECORDS
HARRIS BEVINS
JUL 8 1964
COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA

11-11-64

Received at 10:00 o'clock A.M. JUN 11 1968

REC-2134 PAGE 81

RECEIPTS
352135 HARRIET BEALS
GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, THAT I, Harriet Beals, of the County of Lincoln, State of Colorado, do hereby grant, sell, convey and assign unto the Colorado Electric Association, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Lincoln, Colorado, and to its successors or assigns, hereinafter called the "Grantee", the receipt of which consideration is hereby acknowledged by the Grantee, hereby grants unto 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 its incident thereon, and, in connection therewith, to erect, install, maintain, change, renew, relocate, enlarge, and operate overhead and underground lines, poles, wires, towers, and other appurtenances, and the right of ingress and egress, and the right to strike, cut down any trees and shrubbery and to construct the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operations of such lines and structures, over, upon, and along a strip of land

of the County of Lincoln, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to the Grantor in land laid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Lincoln, Colorado, and to its successors or assigns, hereinafter called the "Grantor", the receipt of which consideration is hereby acknowledged by the Grantee, hereby grants unto 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 its incident thereon, and, in connection therewith, to erect, install, maintain, change, renew, relocate, enlarge, and operate overhead and underground lines, poles, wires, towers, and other appurtenances, and the right of ingress and egress, and the right to strike, cut down any trees and shrubbery and to construct the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operations of such lines and structures, over, upon, and along a strip of land

feet in width, owned by the Grantor, situated in the County of Lincoln, State of Colorado, and more particularly described as follows: Lot 10, Block 10, Subdivision 10, Section 36, Township 38N, Range 10W, Lincoln County, Colorado.

TO HAVE AND TO HOLD said strip of land for so long as the Grantor, its successors and assigns, shall use the same for the purpose aforesaid, the easement and right of way hereby granted to exist and remain in full force and effect for a continuous period of two years.

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

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 Grantor, his successors and assigns, for the purposes aforesaid.

The Grantor, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or renewing said electric transmission line or lines so far as the same shall affect fences, irrigation or drainage ditches, or prevent crops, said damage, if not mutually agreed upon, to be ascertained and determined by a jury of three persons one thereof to be appointed by the Grantor, the other two by the Grantor's successors or assigns, and the third person by the two persons aforesaid; the award of each shall 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.

WITNESS the hand and seal of the Grantor this _____ day of _____, A.D. 1968.

STATE OF COLORADO)
COUNTY OF LINCOLN) ss.
The within instrument was acknowledged before me this _____ day of _____, 1968 by _____

My commission expires _____
WITNESS my hand and official seal
Robert A. Cole
Notary Public

Expire: _____ C. E. _____ District No. _____

Received at 10 of Book 4 M. 171850
FARHET BEAS

AUG 21 1975

BOOK 2772 PAGE 121
DISTRICT COURT
EL PASO COUNTY, COLORADO

OCT 11 1967

FRANKS & BISHOP
LAWYERS

IN THE DISTRICT COURT WITHIN AND FOR

THE COUNTY OF EL PASO AND STATE OF COLORADO

AM 191. 345

Civil Action No. 53936

IN THE MATTER OF THE BLACK FOREST }
VOLUNTEER FIRE PROTECTION DISTRICT }

D E C R E E

AND NOW, On this the 11 th day of October, 1967,
the Judges of Election having certified the returns of the
Special Election on the question of the organization of a
proposed fire protection district to the Court, and the
Court having examined the Certificate of the Judges, having
reviewed the file and being fully advised in the premises,

DOTH FIND:

That the return of the election as certified by the
Judges of Election is in correct form and shows that a total
of 528 votes were cast at such Special Election and that
there were 383 votes cast in favor of the organization of
said district and 145 votes cast against the organization
of said district;

That the Court has jurisdiction in this matter and
over said district;

That the proper procedure has been followed in this
matter in accordance with the Colorado statutes;

That the proper notices were given as required by
statute;

ALL 151st 346

That no challenges were made during the course of said election on the qualifications of any voter:

That signatures appearing on all petitions are genuine;

NOW THEREFORE, THE COURT DOTH ORDER:

That The Black Forest Volunteer Fire Protection District is hereby declared duly organized:

That the boundaries thereof are designated as follows:

All of that portion of the hereinafter described land, located within the County of El Paso and State of Colorado, and not included within the territorial limits of any incorporated town or city, to-wit:

Sections 31, 32, 33 and 34 in Township 11 South, Range 65 West of the 6th Principal Meridian.

Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, and 32 in Township 12 South, Range 65 West of the 6th Principal Meridian.

Sections 5 and 6 in Township 13 South, Range 65 West of the 6th Principal Meridian.

Sections 35 and 36 in Township 11 South, Range 66 West of the 6th Principal Meridian.

Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, in Township 12 South, Range 66 West of the 6th Principal Meridian.

That the corporate name designated in the petition for said district and by which in all proceedings the district shall hereafter be known shall be The Black Forest Volunteer Fire Protection District;

That the first Board of Directors is designated to be as follows:

MU 1314 347

1. Kenneth M. Kirchofer - to hold office until two years.
2. Richard P. Humphrey - to hold office until two years.
3. Thomas D. Fultz - to hold office until four years.
4. Louis F. DeLong - to hold office until four years.
5. Edgar D. Gravette - to hold office until the first biennial election.

That said district is hereby declared a governmental sub-division of the State of Colorado and a body corporate with all the powers of a public or quasi-municipal corporation.

That within 30 days of the date of the signing of this Decree the Clerk of the District Court, El Paso County, State of Colorado, shall transmit to the Clerk and Recorder of El Paso County, State of Colorado, copies of Findings and the Decree of this Court incorporating the District.

That the members of the first Board of Directors shall qualify by filing with the Clerk of the District Court their oaths of office, and the Court does hereby dispense with the filing of a corporate surety bond by the members of the Board heretofore designated or by any member elected hereafter, conditioned upon further order of the Court.

That after taking oath the Board shall proceed with its organization as required by Colorado statutes.

That the District, and on its behalf the Board, shall have all of the powers granted by Chapter 89, Article 6,

FILED 1967 OCT 18

Colorado Revised Statutes, 1963 as Amended.

That the Court retains jurisdiction of said District as granted by the Colorado statutes.

Done by the Court this 17th day of October, 1967.

A. Russell Miller
Honorable G. Russell Miller

APPROVED BY ATTORNEY FOR
PROTESTING PETITIONERS:

Cliff B. ...



13

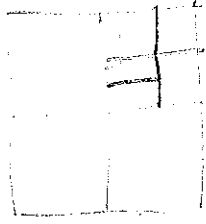
GRANT OF RIGHT OF WAY

ALECTA K. MUNSON AND JAMES J. MUNSON

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 80628, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, energize, 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 energize 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, situate in El Paso County, State of Colorado, described as follows: An Easement of ten feet either side of power line and guy wires on the property described as follows:

*east 1/2 of North west 1/4 of the Southeast 1/4
Sect 9
Township 12 South
Range 65 west*



ROBERT C. "BOB" BALINK El Paso County, CO
02/23/2009 09:47:40 AM
Doc \$0.00 Page
Rec \$5.00 1 of 1
209017471

County of El Paso, State of Colorado, which lot is known as 12855 Linwood Lane

in Pt. Section 9 Township 12 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 to remove and enjoy and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

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

TO HAVE AND TO HOLD said strip of land 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 purposes aforesaid.

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

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

DATED: _____
Alecta K. Munson (SEAL)
James J. Munson (SEAL)

STATE OF COLORADO } ss.
COUNTY OF _____ }
The within instrument was acknowledged before me this 08 day of February, 2009, by Stephanie Hawkins

NOTARY WITNESS my hand and official seal.
My Commission Expires September 11, 1995

Account No. _____
Work Order No. 94-107
Notary Public Stephanie Hawkins
Notary's Home or Business Address 14270 Black Forest Road
Colorado Springs, CO 80908

ROBERT C. "BOB" BALINK El Paso County, CO
 06/08/2009 01:10:53 PM
 Doc \$0.00 Page
 Rec \$16.00 1 of 3 209064392

GRANT OF PRIVATE ACCESS, DRAINAGE AND DRIVEWAY GRADING EASEMENT

The undersigned, being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of One (\$1.00) and NO/100th Dollars and other good and valuable consideration, do hereby grant to James G. and Rosemary V. Walker, a Private Access, Drainage and Driveway Grading Easement over, under and across the following described property:

The East One-Half of the Northwest One-Quarter of the Southeast One-Quarter (E1/2 NW1/4 SE1/4) of Section 9, Township 12 South, Range 65 West of the 6th P.M., situate in El Paso County, Colorado;

Said Easement being more particularly described as a portion of said Section 9's E1/2 NW1/4 SE1/4 on attached EXHIBIT "A";

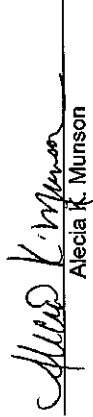
Together with rights of ingress and egress for the installation, maintenance, repair and replacement of driveways and associated overland drainage grading for such improvements located within said Easement.

The undersigned shall not erect or construct any building or other permanent structure, or drill or operate any well, within the above described Easement that will block said ingress and egress privileges.

The provisions herein shall inure to the benefit of and bind the heirs, successors, and assigns of the respective parties hereto.

Signed, sealed and delivered this 5th day of June, 2009.


 James K. Munson


 Alecia K. Munson

STATE OF COLORADO)
) SS
 COUNTY OF EL PASO)

The foregoing instrument was described and acknowledged before me this 5th day of

June, 2009, by James J. and Alecia K. Munson.

WITNESS my hand and official seal.


 NOTARY PUBLIC



My commission expires 8/28/12



Land
Development
Consultants, Inc.

2850 Serendipity Circle West
Colorado Springs, CO 80917

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

Surveying • Planning • Engineering • Landscape Architecture

www.ldc-inc.com

HAWVER PONDS
Project No. 07120
June 4, 2009
Sheet 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION: PRIVATE ACCESS, DRAINAGE AND DRIVEWAY GRADING EASEMENT

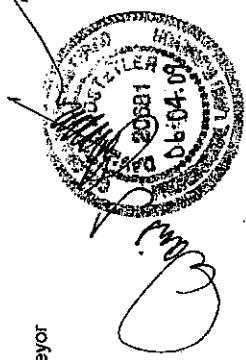
A variable-width PRIVATE ACCESS, DRAINAGE AND DRIVEWAY GRADING EASEMENT over, under and across a portion of the Northeast One-Quarter of the Northwest One-Quarter of the Southeast One-Quarter (NE $1/4$ NW $1/2$ SE $1/4$) of Section 9, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows:

Beginning at the Northwest corner of said Section 9's NE $1/4$ NW $1/4$ SE $1/4$ (all bearings in this description are relative to the North line of the Northwest One-Quarter of the Southeast One-Quarter (NW $1/4$ SE $1/4$) of said Section 9, which bears N89°06'51"E "assumed"); thence N89°06'51"E along said Section 9's NW $1/4$ SE $1/4$'s North line, 60.98 feet to a point on the centerline of Ward Lane (60' r.o.w.) as platted within GREEN MEADOWS SUBDIVISION (Plat Book I-2, Page 124, El Paso County, Colorado records); thence S00°53'09"E on the Southerly extension of said Ward Lane's centerline, 30.00 feet; thence S45°08'49"W, 86.22 feet to a point on the West line of said NE $1/4$ NW $1/4$ SE $1/4$; thence N00°08'49"E along said NE $1/4$ NW $1/4$ SE $1/4$'s West line, 89.87 feet to the Point of Beginning and the terminus point of this description.

SURVEYOR'S STATEMENT:

I, David V. Hostetter, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION and EXHIBIT were prepared under my direct responsibility, supervision and checking, and on the basis of my knowledge, information and belief, are correct.

David V. Hostetter, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.



File: 07120 PADGG Esmt.doc
DVH/vg

LEGAL DESCRIPTION EXHIBIT

A PORTION OF THE NE1/4 NW1/4 SE1/4 OF SECTION 9, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

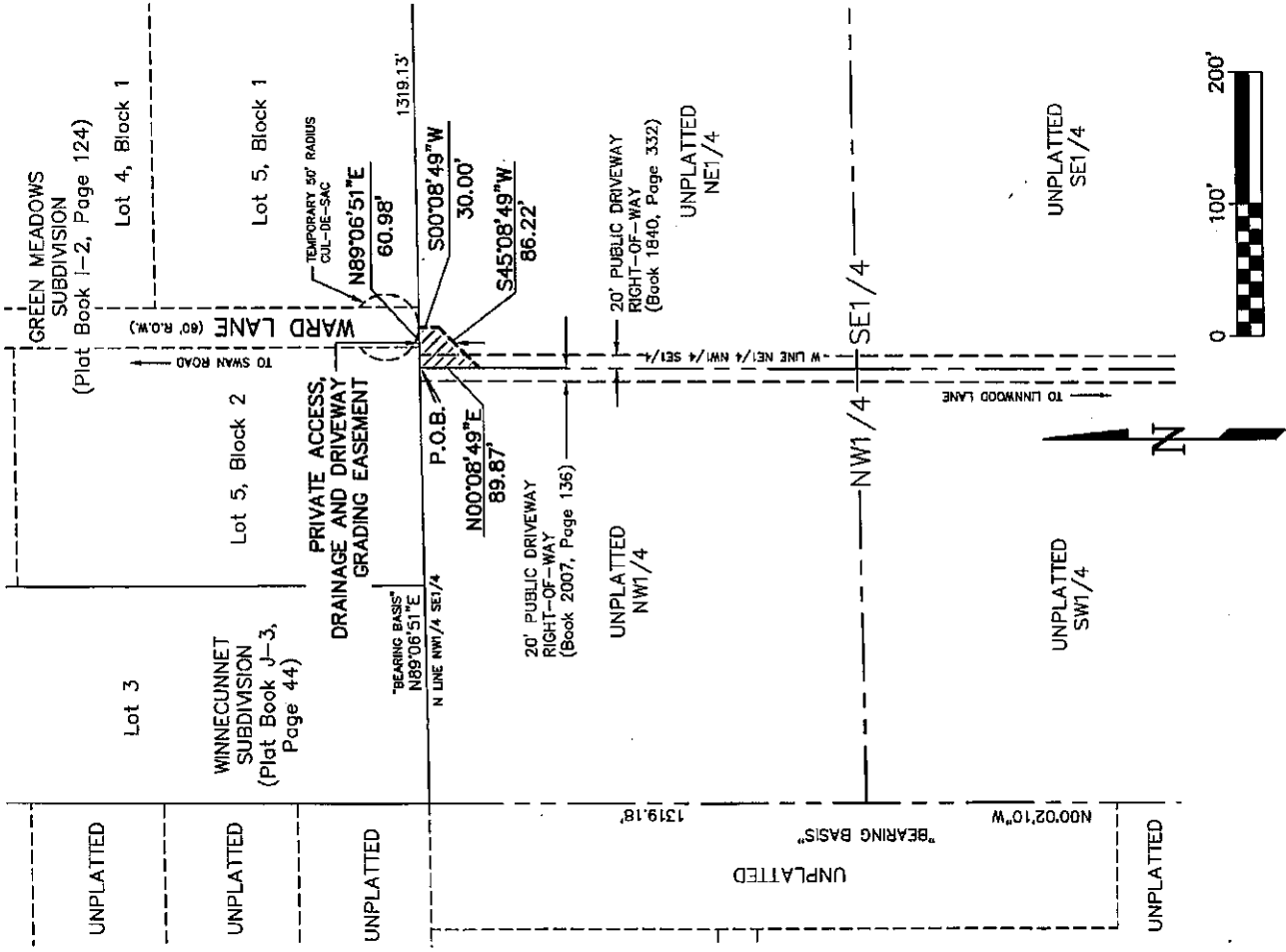
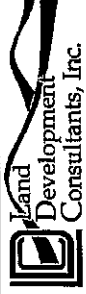


EXHIBIT "A"
SHEET 2 OF 2

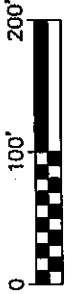


Land Development Consultants, Inc.
PLANNING • LANDSCAPE ARCHITECTURE
ENGINEERING • SURVEYING
www.ldc-inc.com • TEL: (719) 528-6131 • FAX: (719) 528-6848
2665 SEBENDIRTY CIRCLE WEST • COLORADO SPRINGS, CO 80917

DWN BY: RDG DATE: 05/28/09
CKD BY: DVH REF. NO.: 07120EXH1

NOTE: This EXHIBIT does not represent a monumented land survey and is only intended to depict the attached LEGAL DESCRIPTION.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	CLIENT COMMENTS	06/04/09	RDG
PROJECT NUMBER			07120



SCALE: 1" = 200'

ROBERT C. "BOB" BALINK El Paso County, CO

03/29/2010 10:49:01 AM

Doc \$0.00 Page

Rec \$16.00 1 of 3 210028459



COMMON ACCESS MAINTENANCE AGREEMENT

This Common Access Maintenance Agreement is made and entered into this 25th day of March, 2010 by and between **James G. Walker and Rosemary V. Walker** (hereinafter referred to as "First Owner" and "Second Owner").

WITNESSETH:

WHEREAS, First Owner and Second Owner are owners of real property legally described on the **WALKER PLACE** Subdivision Plat (Reception No. **210713034**), El Paso County, Colorado records), attached hereto and incorporated herein by this reference ("Lot 1" and "Lot 2" respectively), located in El Paso County, Colorado; and,

WHEREAS, Lot 1 and Lot 2 are adjacent to each other and First Owner and Second Owner intend to create a single private common access with associated drainage and driveway grading and subsequent improvement to ingress/egress Ward Lane (60' r.o.w.) as platted within GREEN MEADOWS SUBDIVISION (Plat Book 1-2, Page 124, said El Paso County records), subject to El Paso County Development Services approval, servicing both Lot 1 and Lot 2; and,

WHEREAS, the parties hereto are desirous of setting forth their understanding as to the operation and maintenance of the common access; and,

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do agree and covenant as follows:

1. First Owner his/her successors and assigns and Second Owner his/her successors and assigns hereby establish and create, for the benefit of the other, a mutual, reciprocal and non-exclusive easement to use and enjoy that Grant of Private Access, Drainage and Driveway Grading Easement (hereinafter referred to as "Easement Area") set forth by document (Reception No. 209064392, said records) and indicated on said WALKER PLACE Subdivision Plat, for purposes of ingress and egress to/from Lot 1 and Lot 2 to/from said Ward Lane. First Owner and Second Owner agree to not construct fences, or place any other obstructions on their respective properties in a manner which would prevent, or unreasonably impede, vehicle, or personal travel across those portions of their respective properties, into or out of said Easement Area. Otherwise, each Owner shall have full use and occupancy of land over which said easement passes. Said single common private access improvement shall not hinder or obstruct existing or future owner property ingress/egress to/from said Ward Lane to/from the East One-Half of the Northwest One-Quarter of the Southeast One-Quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M., located in El Paso County, Colorado.

2. The Easement Area shall be maintained by each Owner, on a shared basis, in an adequate state of cleanliness and repair. The costs of repairs to the common access improvements, as well as the costs of snow removal, shall be borne equally by First Owner and Second Owner. In the event that either of the two Owners incurs expenses in repair, maintenance and/or snow removal for the roadway, the other Owner shall pay 1/2 (one-half) of the costs incurred, within twenty (20) days of receipt of an invoice for the same, for costs of any and all such repairs, maintenance and/or snow removal.
3. In the event that one or the other of the Owners shall perform the repairs, maintenance and /or snow removal themselves, the parties shall mutually agree upon how the said Owner will be reimbursed for his or her time and materials in completing the repair, maintenance and/or snow removal.
4. In the event that the parties cannot agree as to the costs of repair, maintenance and/or snow removal, then the matter shall be submitted to non-binding arbitration, in accordance with the rules of the American Arbitration Association.
5. This Agreement shall be construed in accordance with the laws of the State of Colorado. The parties agree that the exclusive place of venue and jurisdiction shall be any court of competent jurisdiction located in El Paso County, Colorado.
6. The easement and Agreement shall create mutual and reciprocal easements, restrictions, benefits and servitudes upon Lot 1 and Lot 2, and shall run with the applicable land and shall be perpetual.
7. This Agreement shall be binding upon the respective parties, their heirs, successors and assigns.
8. In the event it becomes necessary for one party to enforce its rights under the terms hereof, then the prevailing party shall be entitled to its reasonable attorneys fees and costs associated with such dispute.
9. This Agreement contains the final and entire Agreement between the parties hereto, and they shall not be bound by any conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their respective successors and/or assigns.
10. The provisions of this Agreement shall be deemed to be cumulative. No provision of this Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

Signed this day and year first above written.

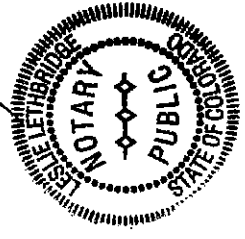
First Owner/Second Owner: James G. Walker Rosemary V. Walker
James G. Walker (Rosemary V. Walker)

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of March 2010, by James G. Walker and Rosemary V. Walker, as First Owner and Second Owner of the Property.

My commission expires: 11/12/2012

Witness hand and official seal. Julie Lanning
Notary Public



ROBERT C. "BOB" BALINK El Paso County, CO

03/29/2010 10:49:01 AM

Doc \$0.00 Page

Rec \$21.00 1 of 4

210028460



DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That whereas James G. Walker and Rosemary V. Walker ("Declarants") are the owners of the NW1/4 NW1/4 SE1/4 Section 9, T. 12 S., R. 65 W., 6th P.M., located in El Paso County Colorado, which is being subdivided into a subdivision called "Walker Place" subdivision (the "Property"):

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in the Property, the Declarants hereby declare that all of the Property shall be held, sold, used, improved, occupied, owned, resided upon and conveyed subject to the easements, reservations, uses, limitations, obligations, restrictions and covenants set forth herein for the purpose of enhancing and protecting the Property. These covenants shall run with the Property and be binding on and inure to the benefit of all person or entities having any right, title or interest in the Property. Said persons or entities shall hereby also be bound by the regulations and ordinances of the County of El Paso, Colorado. The Property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. CONVEYANCE OF WATER RIGHTS. The Property may be subdivided into two lots. Upon the initial conveyance of any such lot on the Property, one or more of the Declarants, as appropriate, shall convey to the purchaser or purchasers of each such lot no less than 210 acre feet of the water and water rights adjudicated in the Dawson aquifer and no less than 191.25 acre feet of the water and water rights adjudicated in the Arapahoe aquifer, which is reserved for the replacement of post-pumping depletions, and a 1/4th interest (which is half of Declarants' interest) in that plan for augmentation, all as decreed in Consolidated Case Nos. 07CW49 and 07CW104, Water Division 2, Colorado on May 8, 2008 ("Water Decree"). A copy of the Water Decree is attached hereto and incorporated by this reference.
2. WATER RIGHTS TO BE APPURTENANT. Four hundred twenty acre feet of the water rights adjudicated in the Dawson aquifer (210 acre feet per lot), 382.5 acre feet of the water rights adjudicated in the Arapahoe aquifer (191.25 acre feet per lot), and a one-half interest in the plan for augmentation, all as decreed in the Water Decree, shall be appurtenant to the Property, and may not be separately sold, bartered, liened or encumbered. (The remaining one-half interest in all the water rights decreed in the Water Decree is associated with an adjacent property which is not included in this subdivision, or in these covenants.) These water rights are intended to

provide a 300 year water supply for two lots to be created from the Property. The 382.5 acre feet in the Arapahoe aquifer is dedicated and reserved for the replacement of post-pumping depletions in compliance with the plan for augmentation.

3. OTHER REQUIREMENTS OF THE WATER DECREE. Owners of all or part of the Property shall comply with all provisions of the Water Decree, including the following, which are not intended to be comprehensive.

A. *Nonevaporative septic systems.* Absent an amendment to the Water Decree, approved by the appropriate Water Court, all wastewater shall be disposed of by use of nonevaporative septic systems.

B. *Pumping limitation.* Each Dawson aquifer well on the Property shall be limited to production of 0.7 acre foot (228,100 gallons) per year.

C. *Measurement and reporting requirements.* Each Dawson aquifer well on the Property shall be equipped with a property installed and maintained totalizing flow meter. As close as practicable to November 1 of each year, each owner of all or a part of the Property shall measure his/her pumping for the previous November 1 through October 31 period, and shall report the amount pumped to the Division of Water Resources at 310 East Abriendo, Suite B, Pueblo, CO 81004, or at such other location as instructed to by the Division of Water Resources.

D. *Possible requirement to construct an Arapahoe aquifer well.* Owners are informed and aware of the possible requirement for the construction of an Arapahoe aquifer well for the replacement of post-pumping depletions, including all costs associated with drilling, equipping, operating and maintaining any such well and its associated infrastructure that may be required to deliver the reserved Arapahoe aquifer ground water to the Arkansas River Basin.

E. *Possible sanctions for non-compliance.* Failure to comply with all terms of the Water Decree may result in an order of the Division Engineer to curtail or eliminate pumping of the Dawson aquifer well of any non-complying owner of all or a part of the Property.

4. COVENANTS REGARDING WATER DECREE NOT TO TERMINATE. These covenants and restrictions regarding compliance with the Water Decree shall not terminate unless the requirements of the Water Decree are also terminated by order of the appropriate Water Court. These covenants and restrictions may be amended, provided that the amendments are consistent with the requirements of the Water Decree or any Water Court-approved amendments thereto, and

further provided that written approval of the amendments is first obtained from the Board of County Commissioners of El Paso County.

5. SOME HOME-BASED BUSINESSES ALLOWED. Home-based businesses are allowed so long as their uses are consistent with the Water Decree and zoning requirements, and so long as they are not allowed to create a nuisance for others in the subdivision. Examples of nuisances which businesses are prohibited from creating include but are not limited to litter, excessive traffic or dust creation, excessive noise, offensive odors, erosion, etc.

6. WILDFIRE MITIGATION. Due to wildfire concerns, the Declarant and subsequent homeowners are encouraged to incorporate wildfire fuelbreak provisions as recommended by the Colorado State Forest Service and illustrated publications available through the State Forest Service. An owner must not permit any condition on a lot that creates a fire hazard or is in violation of fire prevention regulations adopted by any governmental authority having jurisdiction and control over outside burning.

7. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Costs shall be awarded to the party in any action (mediation, arbitration or litigation) to enforce these covenants. Reasonable attorney fees may also be awarded to the prevailing party, in the discretion of the decision-maker, if the decision-maker determines that the non-prevailing party's position during the dispute was groundless, frivolous, or both.

8. AMENDMENT OF COVENANTS. Other than covenants regarding the Water Decree, these covenants may be amended, including the imposition of additional covenants, by a majority vote of the lot owners, one vote per lot, not per owner. (Because there are only two lots, this requires a unanimous vote, unless the number of lots increases.) Covenants regarding the Water Decree may be changed in accordance with paragraph 4.

9. NOTICES. Any notice required to be given to any owner or other person under the provisions of these Protective Covenants shall be deemed to have been properly given when mailed, first class postage prepaid, to the address maintained by the County Assessor for the record owner of the lot in which the owner has an interest.

10. CAPTIONS FOR CONVENIENCE ONLY. The captions used in these covenants are intended to be an aid in finding items of interest, and are not intended to alter or override the written provisions of each covenant.

11. RECORDING. These restrictive covenants and the Water Decree shall be recorded in the records of the El Paso County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed
this 25th day of March, 2010.

Declarants:

James G. Walker
James G. Walker
State of Colorado)
County of El Paso) ss.

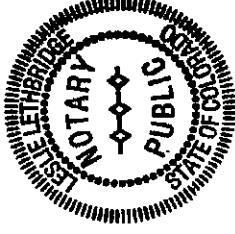
Rosemary V. Walker
Rosemary V. Walker

The foregoing instrument was acknowledged before me by James G. Walker and
Rosemary V. Walker this 25th day of March, 2010.

Witness my hand and official seal.

My Commission expires:

11/2/2012
Julie Leckie
Notary Public



210031710 04/06/2010 01:42:52
PGS 4 \$21.00 DF \$ 0

Electronically Recorded Official Records El Paso County CO
Robert C. Spur Bailiff, Clerk and Recorder
101000 N

AMENDED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That whereas James G. Walker and Rosemary V. Walker ("Declarants") are the owners of the W1/2 NW1/4 SE1/4 Section 9, T. 12 S., R. 65 W., 6th P.M., located in El Paso County Colorado, which is being subdivided into a subdivision called "Walker Place" subdivision (the "Property"):

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in the Property, the Declarants hereby declare that all of the Property shall be held, sold, used, improved, occupied, owned, resided upon and conveyed subject to the easements, reservations, uses, limitations, obligations, restrictions and covenants set forth herein for the purpose of enhancing and protecting the Property. These covenants shall run with the Property and be binding on and inure to the benefit of all person or entities having any right, title or interest in the Property. Said persons or entities shall hereby also be bound by the regulations and ordinances of the County of El Paso, Colorado. The Property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. CONVEYANCE OF WATER RIGHTS. The Property may be subdivided into two lots. Upon the initial conveyance of any such lot on the Property, one or more of the Declarants, as appropriate, shall convey to the purchaser or purchasers of each such lot no less than 210 acre feet of the water and water rights adjudicated in the Dawson aquifer and no less than 191.25 acre feet of the water and water rights adjudicated in the Arapahoe aquifer, which is reserved for the replacement of post-pumping depletions, and a 1/4th interest (which is half of Declarants' interest) in that plan for augmentation, all as decreed in Consolidated Case Nos. 07CW49 and 07CW104, Water Division 2, Colorado on May 6, 2008 ("Water Decree"). A copy of the Water Decree is attached hereto and incorporated by this reference.

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16127

in the Arapahoe aquifer is dedicated and reserved for the replacement of post-pumping depletions in compliance with the plan for augmentation.

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D. *Possible requirement to construct an Arapahoe aquifer well.* Owners are informed and aware of the possible requirement for the construction of an Arapahoe aquifer well for the replacement of post-pumping depletions, including all costs associated with drilling, equipping, operating and maintaining any such well and its associated infrastructure that may be required to deliver the reserved Arapahoe aquifer ground water to the Arkansas River Basin.

E. *Possible sanctions for non-compliance.* Failure to comply with all terms of the Water Decree may result in an order of the Division Engineer to curtail or eliminate pumping of the Dawson aquifer well of any non-complying owner of all or a part of the Property.

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7. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Costs shall be awarded to the party in any action (mediation, arbitration or litigation) to enforce these covenants. Reasonable attorney fees may also be awarded to the prevailing party, in the discretion of the decision-maker, if the decision-maker determines that the non-prevailing party's position during the dispute was groundless, frivolous, or both.

8. AMENDMENT OF COVENANTS. Other than covenants regarding the Water Decree, these covenants may be amended, including the imposition of additional covenants, by a majority vote of the lot owners, one vote per lot, not per owner. (Because there are only two lots, this requires a unanimous vote, unless the number of lots increases.) Covenants regarding the Water Decree may be changed in accordance with paragraph 4.

9. NOTICES. Any notice required to be given to any owner or other person under the provisions of these Protective Covenants shall be deemed to have been properly given when mailed, first class postage prepaid, to the address maintained by the County Assessor for the record owner of the lot in which the owner has an interest.

10. CAPTIONS FOR CONVENIENCE ONLY. The captions used in these covenants are intended to be an aid in finding items of interest, and are not intended to alter or override the written provisions of each covenant.

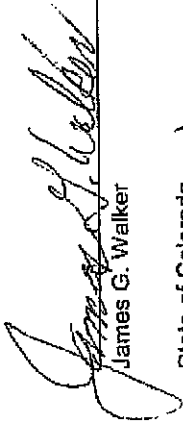
11. RECORDING. These amended restrictive covenants shall be recorded in the


records of the El Paso County Clerk and Recorder's Office.

12. Correction of prior covenants. These Amended Covenants are intended to correct an error in the legal description of the Property which was contained in the original Covenants recorded on 03/29/2010 under Reception No. 210028460.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed this 5 day of April, 2010.

Declarants:


James G. Walker


Rosemary V. Walker

State of Colorado)
) ss.
County of El Paso)

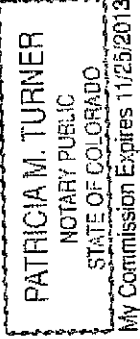
The foregoing instrument was acknowledged before me by James G. Walker and Rosemary V. Walker this 5 day of April, 2010.

Witness my hand and official seal.

My Commission expires: 11-25-13



Notary Public



210031708 04/06/2010 01:42:52
PGS 1 \$6.00 DF \$ 0

Electronically Recorded Official Records El Paso County CO
Robert C. "Bob" Balkin Clerk and Recorder
70100 K

Prepared by: LDC, INC.
2850 Serendipity Circle West
Colorado Springs, CO 80917
Phone: (719) 528-6133

SURVEYOR'S AFFIDAVIT OF AMENDMENT Page 1 of 1

WHEREAS, David V. Hostetter is a Professional Land Surveyor in the State of Colorado, and has been in responsible charge of the preparation of the recorded plat of WALKER PLACE (Reception No. _____ El Paso County, Colorado records), El Paso County, Colorado, for and on behalf of LDC, Inc.; and

WHEREAS, an amendment to the recorded plat of said WALKER PLACE needs to be made to clarify PARCEL C's legal description; and

WHEREAS, the purpose of this instrument is to amend the above referenced data;

NOW, THEREFORE, the following amendment is hereby made for said WALKER PLACE, as indicated on Sheet 1 of 1 thereof.

DESCRIPTION:

KNOW ALL MEN BY THESE PRESENTS section in upper central portion of recorded plat, tenth sentence.

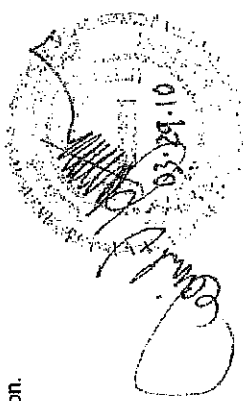
AS STATED ON RECORDED PLAT:

The Northwest One-Quarter of the Southeast One-Quarter of Section 9, Township 12 South, Range 65 West of

IS HEREBY AMENDED TO BE:

The Northwest One-Quarter of the Northwest One-Quarter of the Southeast One-Quarter of Section 9, Township 12 South, Range 65 West of

The undersigned hereby states that this SURVEYOR'S AFFIDAVIT OF AMENDMENT is true and correct to the best of his professional knowledge, belief and opinion.

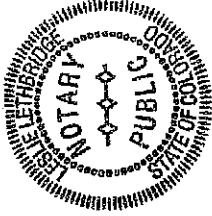


David V. Hostetter
Colorado Professional Land Surveyor No. 20681

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The above and foregoing SURVEYOR'S AFFIDAVIT OF AMENDMENT was acknowledged before me this 29th day of March, 2010, by David V. Hostetter, Professional Land Surveyor.

Witness My Hand and Official Seal



David V. Hostetter
Notary Public

Filename: Surv Affid 07120.1 WALKER PLACE DVH.doc
DVH/dh

My Commission Expires 11/12/2012

[Handwritten initials]

WAYNE W. WILLIAMS El Paso County, CO

03/05/2014 09:50:08 AM

Doc \$0.00 Page

Rec \$0.00 1 of 6



214018546

RESOLUTION NO. 09-460BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADOAPPROVE MINOR SUBDIVISION FOR WALKER PLACE (MS-09-004)-JAMES
AND ROSEMARY WALKER

WHEREAS, James and Rosemary Walker did file an application with the Development Services Division of El Paso County for the approval of a Minor Subdivision for Walker Place for the herein described property in the unincorporated area of El Paso County with a request for waiver of Section 8.4.3. (A) of the El Paso County Land Development Code, regarding Minimum Frontage for Divisions of Land; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on December 1, 2009, upon which date the Planning Commission did by formal resolution recommend approval of the subject Minor Subdivision with conditions and notations; and

WHEREAS, a public hearing was held by this Board on December 17, 2009; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Development Services Division, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed subdivision of land is in compliance with the goals, objectives, and policies set forth in the Master Plan for the unincorporated area of the county.
4. That the subdivision is in substantial conformance with the approved Preliminary Plan.

5. That the subdivision is consistent with the subdivision design standards and regulations and meets all planning, engineering, and surveying requirements of El Paso County for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials.
6. That a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(1)] and the requirements of Chapter 8 of the Land Development Code.
7. That a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
8. That all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed subdivision is compatible with such conditions [C.R.S. §30-28-133(6)(c)].
9. That adequate drainage improvements are proposed that comply with State Statute [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the El Paso County Land Development Code and Engineering Criteria Manual.
10. That necessary services, including police and fire protection, recreation, utilities, and transportation systems, are or will be made available to serve the proposed subdivision.
11. That final plans provide evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.
12. That off-site impacts were evaluated and related off-site improvements are roughly proportional and will mitigate the impacts of the subdivision in accordance with applicable requirements of Chapter 8 of the Land Development Code.

13. That adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or are financially guaranteed through the Subdivision Improvements Agreement so the impacts of the subdivision will be adequately mitigated.
14. That the subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
15. That the extraction of any known commercial mining deposit shall not be impeded by this subdivision [C.R.S. §§34-1-302(1), et. seq.]
16. The El Paso County Parks Board recommends fees in lieu of land dedication for Region No. 2 in the amount of \$664.00.
17. Academy School District No. 20 recommends fees in lieu of land dedication in the amount of \$612.00.
18. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
19. For the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the Walker Place Minor Subdivision request as submitted by James and Rosemary Walker for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

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

CONDITIONS:

1. The developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's meadow jumping mouse as a listed threatened species.

Resolution No. 09-460
Page 4

2. A completed U.S. Army Corps of Engineers permit shall be provided to the El Paso County Development Services Division prior to project commencement if ground-disturbing activities would occur in wetland areas.
3. Where the project will result in ground disturbing activity in habitat occupied or potentially occupied by threatened or endangered species and/or where development will occur within 300 feet of the centerline of a stream or within 300 feet of the 100 year floodplain, whichever is greater, the applicant shall obtain clearance documentation from the U.S. Fish and Wildlife Service prior to proceeding with the project, and shall provide copies of the same to the El Paso County Environmental Services Division and Development Services Division.
4. Fees in lieu of school land dedication in the amount of \$612.00 shall be paid to El Paso County for the benefit of Academy School District No. 20.
5. Fees in lieu of regional park land dedication (Region No. 2) in the amount of \$664.00 shall be paid to El Paso County.
6. Drainage fees (Kettle Creek Drainage Basin) for this subdivision are \$1,904.76 and shall be paid with Final Plat recordation. There are no bridge fees.
7. All Deed of Trust holders shall ratify the plat. The applicant shall provide a current Title Commitment at the time of submittal of the Mylar for recording.
8. Colorado statute requires that at the time of the approval of platting, the subdivider provides the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, for years prior to that year in which approval is granted, have been paid. Therefore, this plat is approved by the Board of County Commissioners on the condition that the subdivider or developer must provide to the Development Services Division, at the time of recording the plat, a certification from the County Treasurer's Office that all prior years' taxes have been paid in full.
9. The subdivider or developer must pay, for each parcel of property, the fee for tax certification in effect at the time of recording the plat.

10. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.
11. Applicant shall submit the Mylar to Enumerations for addressing prior to recording the Final Plat.
12. Prior to recording the plat, applicant shall record a driveway maintenance agreement for the shared driveway.

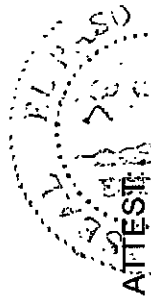
NOTATIONS:

1. Failure to record the plat within two (2) years following the Board of County Commissioners' approval may require reconsideration by the Board. Said reconsideration may involve compliance with new criteria, regulations and updated fees.
2. A driveway access permit will be required from the El Paso County Development Services Division for any access to a county maintained roadway.

AND BE IT FURTHER RESOLVED the Board of County Commissioners hereby waives Section 8.4.3. (A) of the El Paso County Land Development Code, regarding Minimum Frontage for Divisions of Land.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 17th day of December 2009, at Colorado Springs, Colorado.



By: [Signature]
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: [Signature]
Chairman

Resolution No. 09-460
EXHIBIT A

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 12 South, Range 65 West of the Sixth Principal Meridian, County of El Paso, State of Colorado;

TOGETHER WITH a Non-Exclusive Right-of-Way for public driveway purposes over the South 330 feet of the West 20 feet of the East Half of the Northwest Quarter of the Southeast Quarter and over the West 20 feet of the East Half of the Southwest Quarter of the Southeast Quarter of Section 9, Township 12 South, Range 65 West of the Sixth Principal Meridian, County of El Paso County, State of Colorado;

PARCEL C: El Paso County Tax Schedule No. 52090-00-125, as replaced as 52090-00-132

The Northwest One-Quarter of the Southeast One-Quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M., situate in El Paso County, Colorado;

TOGETHER WITH a Grant of Private Access, Drainage and Driveway Grading Easement as described by document (Reception No. 209064392, El Paso County, Colorado records);

Containing 19.908 acres, more or less.

VESTING
D

209092947 08/08/2009 02:28:36
PGS 1 \$6.00 DF \$ 65.00
Electronically Recorded Official Records, El Paso County CO
Robert C. "Bob" Balke, Clerk and Recorder
101609 Y

WARRANTY DEED

THIS DEED, made this 5 day of August, 2009, between James J. Munson and Alecia K. Munson of the County of El Paso and State of Colorado, grantor(s), and Michael S. Ludwig —

whose legal address is P.O. Box 1059, Castle Rock, CO 80104

of the County of El Paso and State of Colorado, grantees:
WITNESS, that the grantor(s), for and in consideration of the sum of **SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$650,000.00)**, 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 grantees, their heirs and assigns forever, in Severalty, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

The East Half of the Northwest Quarter of the Southeast Quarter of Section 9 in Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado.

also known by street and number as: **12855 Linwood Lane, Colorado Springs, CO 80908**

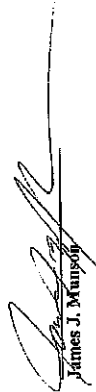
TOGETHER with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s),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

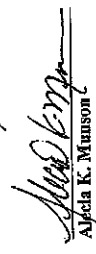
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns,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

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

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

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


James J. Munson


Alecia K. Munson

State of Colorado
County Of El Paso

}
} ss.
}

The foregoing instrument was acknowledged before me this , by James J. Munson and Alecia K. Munson.
My Commission expires:

Witness my hand and official seal.



Notary Public



File # 712207C

WARRANTY DEED

EXEPT TO E

ROBERT C. "BOB" BALINK El Paso County, CO

10/03/2006 09:51:06 AM

Doc \$0.74 Page

Rec \$11.00 1 of 2



206145897

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That DEBRA EVERET, a/k/a DEBRA C. EVERET, DEBRA EVERETT, DEBRA C. EVERETT, DEBRA POLHEMUS, and DEBRA C. POLHEMUS of the county of EL PASO and the State of Colorado, for the consideration of \$ 7,400 DOLLARS, in hand paid, hereby sell and convey to JAMES E. VINSON and VIRGINIA K. VINSON, in joint tenancy, of the County of EL PASO and State of Colorado, the following real property situate in the County of El Paso and State of Colorado, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

with all its appurtenances and warrant the title against all persons claiming under us.

Signed and delivered this 2nd day of Oct., A.D. 2006.

IN THE PRESENCE OF

DEBRA EVERET, a/k/a DEBRA C. EVERET,
DEBRA EVERETT, DEBRA C. EVERETT,
DEBRA POLHEMUS, and DEBRA C.
POLHEMUS

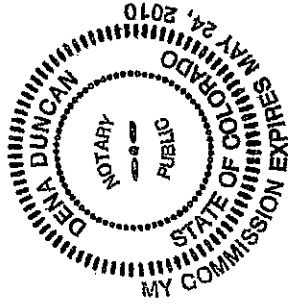
STATE OF COLORADO

} ss.

COUNTY OF EL PASO

I, the undersigned, in and for said EL PASO County, in the State aforesaid, do hereby certify that DEBRA EVERET a/k/a DEBRA C. EVERET, DEBRA EVERETT, DEBRA C. EVERETT, DEBRA C. POLHEMUS, and DEBRA C. POLHEMUS individually, who is personally known to me to be the person whose name subscribed to the said foregoing deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as a free and voluntary act and deed, for the uses and purposes therein set forth.

Give under my hand and seal, this 2nd day of Oct., 2006.



Notary Public

A PARCEL OF LAND LYING IN THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID $51/2N1/2NE1/4SE1/4$ SECTION 9,
THENCE S $00^{\circ}21'55''$ W ALONG AN EXISTING FENCE LINE A DISTANCE OF 64.70 FEET,
THENCE N $08^{\circ}38'39''$ E ALONG AN EXISTING FENCE LINE A DISTANCE OF 307.25 FEET,
THENCE N $85^{\circ}58'13''$ E ALONG AN EXISTING FENCE LINE A DISTANCE OF 212.77 FEET,
THENCE N $06^{\circ}00'01''$ E ALONG AN EXISTING FENCE LINE A DISTANCE OF 135.50 FEET,
THENCE N $85^{\circ}21'40''$ E ALONG AN EXISTING FENCE LINE A DISTANCE OF 284.55 FEET,
THENCE S $04^{\circ}27'42''$ E ALONG AN EXISTING FENCE LINE A DISTANCE OF 48.25 FEET,
THENCE N $00^{\circ}45'05''$ E ALONG AN EXISTING FENCE LINE A DISTANCE OF 29.39 FEET TO
INTERSECT THE NORTH LINE OF SAID $51/2N1/2 NE1/4 SE1/4$,
THENCE S $09^{\circ}03'19''$ W ALONG SAID NORTH LINE A DISTANCE OF 978.34 FEET TO THE POINT OF
BEGINNING.
CONTAINING 1.11 ACRES MORE OR LESS.

VESTING
F

215091647 8/24/2015 11:18 AM
PGS 1 \$11.00 DF \$8.50
Electronically Recorded Official Records El Paso County CO
Chuck Brooman, Clerk and Recorder
TD1000 Y

WARRANTY DEED

THIS DEED, made this 21st day of August, 2015, between **Betty Polhemus** of the County of El Paso and State of Colorado, grantor(s), and **Michael Ludwig**

whose legal address is **4255 Arrowhead Dr. Colorado Springs Co 80908** of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of **EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00)**, 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 grantees, their heirs and assigns forever, in **Severalty**, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

North 330.0 feet of the East 660.0 feet of the South 990.0 feet of the Northeast 1/4 Southeast 1/4, except the East 30.0 feet of Section 9, Township 12, Range 65 West, except that part conveyed in deed at Reception No. 206145897, County of El Paso, State of Colorado.

also known by street and number as: **12950 Vollmer Road, Colorado Springs, CO 80908**

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

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

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

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

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

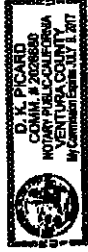
Betty Polhemus
Betty Polhemus

State of California

County of **VENTURA**

The foregoing instrument was acknowledged before me this August 19, 2015, by Betty Polhemus

My Commission expires: July 09, 2017



Doc Fee: \$ 8.50
Buyer's Forwarding Address for Recorded documents is:
Borrower Address

Annotary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

}}
}} ss.
}}

Witness my hand and official seal.

D. K. Picard
Notary Public



VESTING
A

210031712 04/06/2010 01:42:52
PGS 1 \$6.00 DF \$ 19.60

Electronically Recorded Official Records El Paso County CO
101000 C. for Blank Check and Recovery
101000 Y

WARRANTY DEED

THIS DEED, made this 5th day of April, 2010, between James G. Walker and Rosemary V. Walker of the County of El Paso and State of Colorado, grantor(s), and Michael S. Ludwig

whose legal address is , ,

of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of **ONE HUNDRED NINETY SIX THOUSAND AND 00/100 DOLLARS (\$196,000.00)**, 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 grantees, their heirs and assigns forever, in Severalty, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Lot 2, Walker Place, together with Access Rights set forth in Common Access Maintenance Agreement recorded March 29, 2010 at Reception No. 210028459, El Paso County, Colorado.

also known by street and number as: 12980 Ward Lane, Colorado Springs, CO 80908

TOGETHER with all and singular the 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(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

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

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

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

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

James G. Walker
James G. Walker

Rosemary V. Walker
Rosemary V. Walker

State of Colorado

County Of

}
} ss.
}

The foregoing instrument was acknowledged before me this April 5, 2010, by James G. Walker and Rosemary V. Walker.

My Commission expires
PATRICIA M. TURNER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/25/2013

Witness my hand and official seal.

Patricia M. Turner
Notary Public

11/16

VESTING
A

WAYNE W. WILLIAMS El Paso County, CO

03/18/2014 01:56:25 PM



Doc \$10.00 Page

Rec \$16.00 1 of 2 214022128

WARRANTY DEED

THIS DEED, made this 16th day of December, 2013 by and between:

James C. Walker and Rosemary V. Walker, Individuals as Joint Tenants,

the Grantees, whose address is 12980 Ward Lane, Colorado Springs, CO 80908, County of El Paso, State of Colorado

and Michael S. Ludwig, an Individual,

the Grantee, whose address is 12855 Linwood Lane, Colorado Springs, CO 80908, County of El Paso, State of Colorado

WITNESSETH, that the grantor, for and in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000), the receipt and sufficiency of which is hereby acknowledged and received, and for other good and valuable consideration, 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 and being in the County of El Paso, State of Colorado, described as follows:

Lot 1 Walker Place

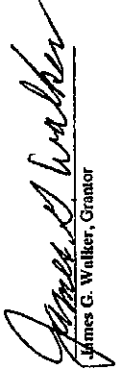
Also known as street and number: 12980 Ward Lane, Colorado Springs, CO 80908

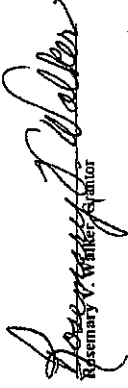
TOGETHER with all and singular hereditaments and appurtenances therunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said grantor, either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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee, their heirs and assigns forever. And the said grantor, for himself, his heirs, and personal representatives, does covenant, grant bargain and agree to and with the grantee, their heirs and assigns, that at the time of the enclosing and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute indefeasible

estate if 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 aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of any kind or nature whatsoever, except any easements, restrictions, covenants, zoning ordinances and rights-of-way of record and property taxes accruing subsequent to, a lien not yet due and payable.

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


James G. Walker, Grantor



Rosemary Walker, Grantor

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

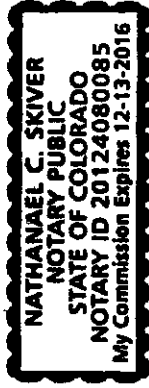
STATE OF COLORADO)
) ss:
COUNTY OF EL PASO)

On December 13th, 2013, before me, a notary public in and for said state personally appeared personally known to me (or proved to me based upon satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that (s)he/they executed the same in his/har/their signature on the instrument the person(s) or entity on behalf of which they acted, executed the instrument.

Witness my hand and official seal


NOTARY PUBLIC
My commission expires 12-16-16 12-13-16

[NOTARY SEAL]



VESTING
E

211084902 08/31/2011 02:03:15
PGS 3 \$21.00 DF \$ 35.00

Notary Public - Notary Public
WYNNE W. WILLIAMS, CLERK AND SECRETARY
101980

WARRANTY DEED

THIS DEED, made this 30th day of August, 2011, between Debra Hemby formerly known as Debra Polhemus and Betty Polhemus, Stephanie Deaguero of the County of El Paso and State of Colorado, grantor(s), and Michael Ludwig

whose legal address is of the County of El Paso and State of Colorado, grantee; WITNESS, that the grantor(s), for and in consideration of, the sum of THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00), 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 grantees, their heirs and assigns forever, in Severalty, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A"

also known by street and number as: 12760 Vollmer Road, Colorado Springs, CO 80908

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

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

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

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

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

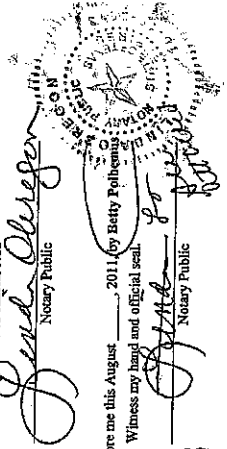
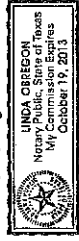
Debra Hemby
Debra Hemby

Betty Polhemus
Betty Polhemus

Stephanie Deaguero
Stephanie Deaguero

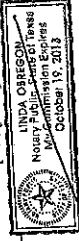
State of Texas
County of *Nueces*

The foregoing instrument was subscribed and sworn to before me this August 27, 2011, by Debra Hemby
My Commission expires: 10/19/2013 Witness my hand and official seal.



State of
County of

The foregoing instrument was subscribed and sworn to before me this August 10/19/2013
My Commission expires: 10/19/2013 Witness my hand and official seal.



State of
County of
Deaguero

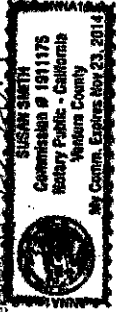
The foregoing instrument was subscribed and sworn to before me this August 10/07, 2011, by Stephanie
My Commission expires: _____ Witness my hand and official seal.

Notary Public

WYANG Deed

State of
County of

The foregoing instrument was subscribed and sworn to before me this August 29, 2011, by Betty Polhemus
My Commission expires 12/01/2014



Witness my hand and official seal.
Susan Smith
Notary Public

State of
County of

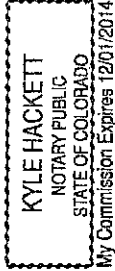
The foregoing instrument was subscribed and sworn to before me this August 29, 2011, by Michael Ludwig
My Commission expires:

Notary Public

State of
County of

The foregoing instrument was subscribed and sworn to before me this August 30, 2011, by Stephanie Deaguero
My Commission expires:

Notary Public



Escrow File No.: 16077UTC

EXHIBIT "A"

The South half of the Northwest quarter of the Northeast quarter of the Southeast quarter and the South half of the Northeast quarter of the Southeast quarter of Section 9, Township 12 South, Range 65 West of the 6th Principal Meridian, El Paso County, Colorado, except the East 30 feet for public road and except that portion conveyed by Special Warranty Deeds recorded October 3, 2006 at Reception No. 26145897 and April 6, 2007 at Reception No. 207046892.

EXCEPT TO B

FROM : JAN LLOYD

FAX NO. : 4951470

Sep. 01 2006 08:53AM P1

First American Heritage Title Company
9475 Briar Village Point, Suite 200
Colorado Springs, CO 80920
LAWRENCE

ROBERT C. BOB BALINK El Paso County, CO
09/06/2006 02:45:42 PM
Doc \$0.00 Page
Rec \$6.00 1 of 1 206131909



After Recording Return to
-Address-:

JAN W. QUIT CLAIM DEED

This Deed Made this 1st day of Sept 2006 between
James G. Walker and Rosemary V. Walker
of the County of El Paso and State of COLORADO
grantor(s), and
James J. Munson and Alicia S. Munson as Joint Tenants
whose legal address is 12855 Linwood Lane
of the County of El Paso and State of Colorado,
grantee(s).

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

WITNESSTH, that the grantor(s), for and in consideration of the sum of Ten and 00/100 Dollars.
(\$10.00),
The receipt and sufficiency of which is hereby confessed, acknowledged, has remised, released, sold and
QUIT CLAIMED, and by these present does remise, release, sell and QUIT CLAIM unto the grantee(s),
their heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the
grantor(s) has in and to the real property together with improvements, if any, situate, lying and being in
the said El Paso, and State of Colorado described as follows:

Parcel A:

The Southwest quarter of the Northwest quarter of the Southeast quarter of Section 9,
Township 12 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado.

Parcel B:

Together with a non-exclusive right of way for public driveway purposes over the South
330 feet of the West 20 feet of the East Half of the Northwest Quarter of the Southeast
Quarter and over the West 20 feet of the East half of the Southwest quarter of the
Southeast quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M.,
County of El Paso, State of Colorado.

also known as street and number: 0 Ward Lane, Colorado Springs, CO 80908

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and
privileges thereto belonging, or in anywise thereto appertaining, and all the estate, right, title,
interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and
behalf of the grantee(s), their heirs and assigns forever.

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(s) has executed this deed on the date set forth above.

Signed this 1st day of Sept 2006
James G. Walker
James G. Walker
Rosemary V. Walker
Rosemary V. Walker

**This Deed is being recorded to
correct the Quitclaim Deed
recorded March 5, 1999 at
Reception No. 99034951.

STATE OF COLORADO
COUNTY OF EL PASO

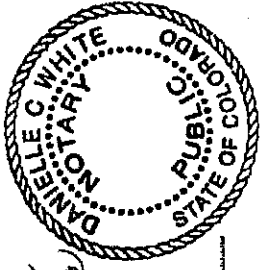
} SS:

AA on John RDW
Sept day of August 2006

The foregoing instrument was acknowledged before me this 1st day of August 2006
by James G. Walker and Rosemary V. Walker

Witness my hand and official seal.

Danielle C White
Notary Public
My commission expires:



FANTIC HO129992

My Commission Expires
June 8, 2010

EXCERPT TO C

ROBERT C. "BOB" BALINK El Paso County, CO

66/08/2009 01:10:53 PM

Doc \$0.00 Page

Rec \$16.00 1 of 3



209064392

GRANT OF PRIVATE ACCESS, DRAINAGE AND DRIVEWAY GRADING EASEMENT

The undersigned, being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of One (\$1.00) and NO/100th Dollars and other good and valuable consideration, do hereby grant to James G. and Rosemary V. Walker, a Private Access, Drainage and Driveway Grading Easement over, under and across the following described property:

The East One-Half of the Northwest One-Quarter of the Southeast One-Quarter (E1/2 NW1/4 SE1/4) of Section 9, Township 12 South, Range 65 West of the 6th P.M., situate in El Paso County, Colorado;

Said Easement being more particularly described as a portion of said Section 9's E1/2 NW1/4 SE1/4 on attached EXHIBIT "A";

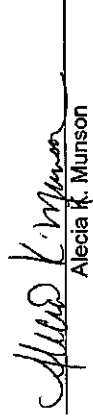
Together with rights of ingress and egress for the installation, maintenance, repair and replacement of driveways and associated overland drainage grading for such improvements located within said Easement.

The undersigned shall not erect or construct any building or other permanent structure, or drill or operate any well, within the above described Easement that will block said ingress and egress privileges.

The provisions herein shall inure to the benefit of and bind the heirs, successors, and assigns of the respective parties hereto.

Signed, sealed and delivered this 5th day of June, 2009.


James J. Munson


Alecia K. Munson

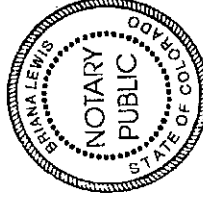
STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was described and acknowledged before me this 5th day of

June, 2009, by James J. and Alecia K. Munson.

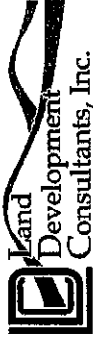
WITNESS my hand and official seal.


NOTARY PUBLIC



My commission expires 8/28/12

MY COMMISSION EXPIRES
08/28/2012



2880 Serendipity Circle West
Colorado Springs, CO 80917

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

Surveying • Planning • Engineering • Landscape Architecture

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HAWVER PONDS
Project No. 07120
June 4, 2009
Sheet 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION: PRIVATE ACCESS, DRAINAGE AND DRIVEWAY GRADING EASEMENT

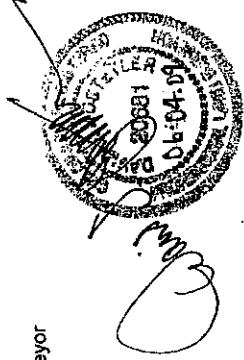
A variable-width PRIVATE ACCESS, DRAINAGE AND DRIVEWAY GRADING EASEMENT over, under and across a portion of the Northeast One-Quarter of the Northwest One-Quarter of the Southeast One-Quarter (NE1/4 NW1/2 SE1/4) of Section 9, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows:

Beginning at the Northwest corner of said Section 9's NE1/4 NW1/4 SE1/4 (all bearings in this description are relative to the North line of the Northwest One-Quarter of the Southeast One-Quarter (NW1/4 SE1/4) of said Section 9, which bears N89°06'51"E, "assumed"); thence N89°06'51"E along said Section 9's NW1/4 SE1/4's North line, 60.98 feet to a point on the centerline of Ward Lane (60' r.o.w.) as platted within GREEN MEADOWS SUBDIVISION (Plat Book I-2, Page 124, El Paso County, Colorado records); thence S00°53'09"E on the Southerly extension of said Ward Lane's centerline, 30.00 feet; thence S45°08'49"W, 86.22 feet to a point on the West line of said NE1/4 NW1/4 SE1/4; thence N00°08'49"E along said NE1/4 NW1/4 SE1/4's West line, 89.87 feet to the Point of Beginning and the terminus point of this description.

SURVEYOR'S STATEMENT:

I, David V. Hostetter, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION and EXHIBIT were prepared under my direct responsibility, supervision and checking, and on the basis of my knowledge, information and belief, are correct.

David V. Hostetter, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.



File: 07120 PADDG Esmt.doc
DVH/vjg

LEGAL DESCRIPTION EXHIBIT

A PORTION OF THE NE1/4 NW1/4 SE1/4 OF SECTION 9, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

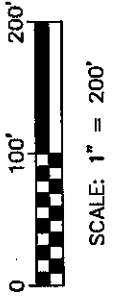
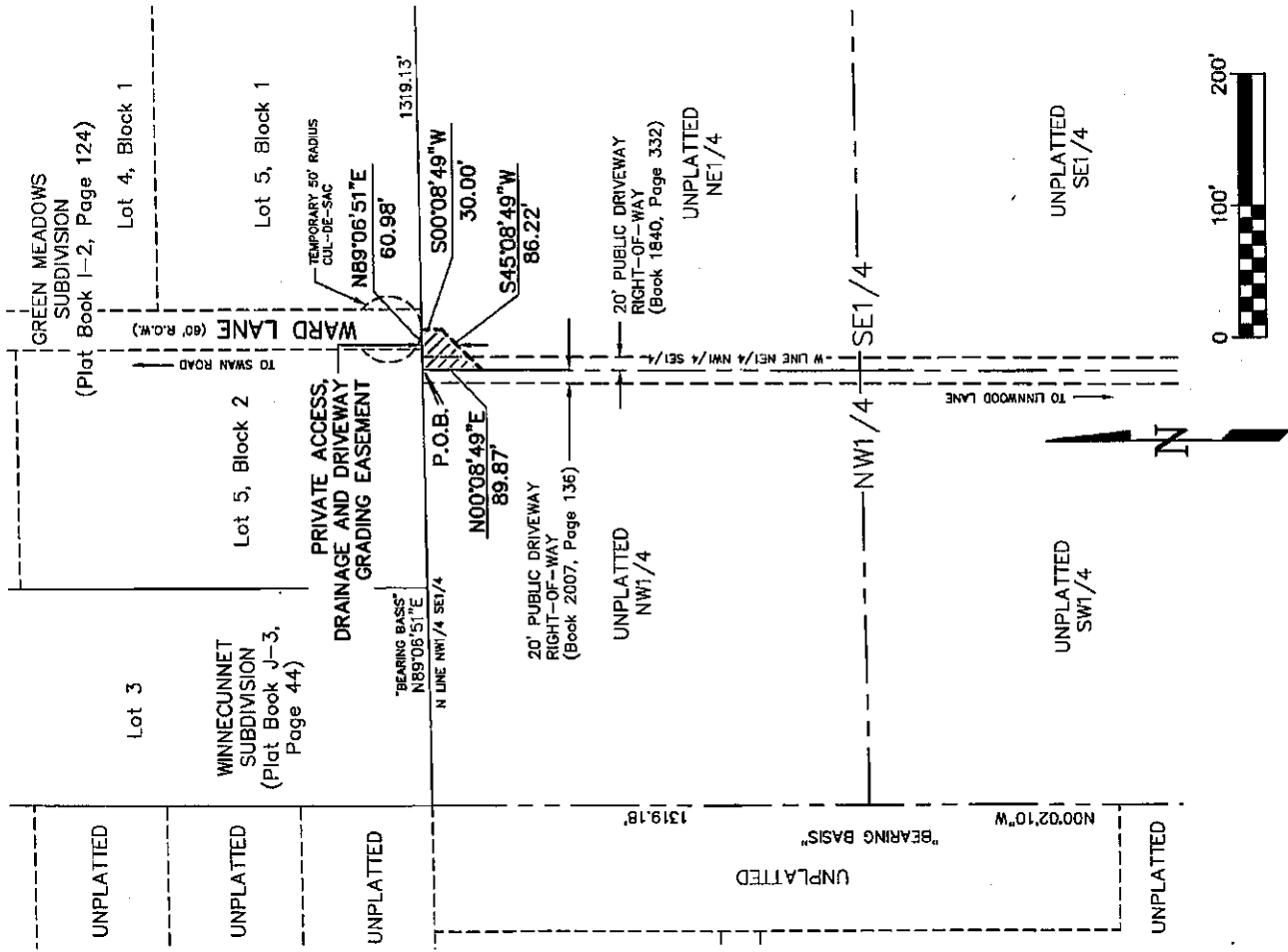


EXHIBIT "A"
SHEET 2 OF 2



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2868 SERENITY CIRCLE WEST • COLORADO SPRINGS, CO 80917

DWN BY: RDG DATE: 05/28/09
CKD BY: DVH REF. NO.: 07120EXH1

NOTE: This EXHIBIT does not represent a monumented land survey and is only intended to depict the attached LEGAL DESCRIPTION.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	CLIENT COMMENTS	06/04/09	RDG
PROJECT NUMBER			07120



ADDITIONAL DEED

WHEN RECORDED RETURN TO:

QUITCLAIM DEED

THIS DEED, made this 16 day of December, 2016, between Virginia K. Vinson ("Grantor"), of the County of El Paso and State of Colorado and James Ellis Vinson Jr. and Virginia Vinson ("Grantee") whose legal address is 12990 Vallmer Rd, Colorado Springs CO 80908

WITNESS, that the Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns forever, as ** Joint tenants, all of the right, title interest, claim and demand that the Grantor has in and to the real property, together with the fixtures and improvements located thereon, if any, situate, lying and being in the County of El Paso and

State of Colorado, described as follows: W 990.0 FT AND N 30.0 FT OF E 330.0 FT OF N2N2NE4SE4 SEC 09-12-65, TOG W/ TR IN S2N2NE4SE4 SEC 9-12-65 DESC AS FOLS: BEG AT NW COR OF SD S2N2NE4SE4 OF SD SEC 9, TH S 00<21'55" W 64.78 FT, N 88<30'38" E 337.25 FT, N 85<56'13" E 212.77 FT, N 86<00'01" E 135.50 FT, N 85<21'40" E 284.55 FT, S 84<27'42" E 40.25 FT, N 00<45'05" E 29.39 FT TO INTSEC N LN OF SD S2N2NE4SE4, TH S 89<03'19" W ALG SD N LN 978.34 FT TO POB

Also Known As: 12990 Vallmer Rd, Colorado Springs CO 80908

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim, whatsoever, of the Grantor, either in law or in equity, to the only proper use, benefit and behalf of the Grantee, and the Grantee's heirs and assigns forever.

EXECUTED AND DELIVERED on the date set forth above.

Virginia K. Vinson

978.34

STATE OF: Colorado } ss. COUNTY OF: El Paso }

64.78 337.25 212.77 135.50 284.55 40.25

29.39 5425

The foregoing instrument was acknowledged before me on December 16, 2016 by

Virginia K. Vinson

Witness my hand and official seal. My commission expires:

July 18, 2017



Notary Public

** If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101).