

**Endorsement**

**Attached to Policy No. OX55074893.1106626**

**Our Order No. 55074893**

**Issued By Old Republic National Title Insurance Company**

The effective Date of Policy is hereby changed from FEBRUARY 27, 2019 at 5:00 P.M. to  
OCTOBER 30, 2020 at 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:  
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.  
GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE

Dated: NOVEMBER 04, 2020

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

**Old Republic National Title Insurance Company**

**By: LAND TITLE GUARANTEE COMPANY**

By:





## LAND TITLE GUARANTEE COMPANY

Date: March 22, 2019

Subject: Attached Title Policy GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE for VACANT LAND, ELBERT, CO 80833

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number:** SR55074893

**Policy No.:** OX55074893.1106626

**Amount of Insurance:** \$110,000.00

**Property Address:**

VACANT LAND, ELBERT, CO 80833

**1. Policy Date:**

February 27, 2019 at 5:00 P.M.

**2. Name of Insured:**

GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE

**3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:**

A Fee Simple

**4. Title to the estate or interest covered by this policy at the date is vested in:**

GILBERT PERRY MOSE JR. AND JEANETTE MARIE MOSE

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

A TRACT OF LAND LOCATED IN SECTION 8, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 60 OF THE TRAILS FILING NO. 1 AS PLATTED IN PLAT BOOK Y-3 AT PAGE 13 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 158.00 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HALLELUIAH TRAIL; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HALLELUIAH TRAIL, A DISTANCE OF 1089.99 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HALLELUIAH TRAIL, A DISTANCE OF 529.96 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 595.00 FEET; THENCE NORTH 70 DEGREES 21 MINUTES 10 SECONDS WEST A DISTANCE OF 561.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 411.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

(BEARINGS ARE BASED ON THE SOUTHWESTERLY LINE OF LOTS 4, 5 & 6, A REPLAT OF LOTS 42 THROUGH 48 INCLUSIVE IN LATIGO COUNTRY ESTATES FILING NO. II, AS PLATTED IN PLAT BOOK G-3 AT PAGE 1 OF THE RECORDS OF EL PASO COUNTY, COLORADO, WHICH IS ASSUMED TO BEAR NORTH 21 DEGREES 08 MINUTES 47 SECONDS WEST FROM AN ANGLE POINT ON THE WEST SIDE OF SAID LOT 6 (#5 REBAR, NO CAP) TO THE WESTERLY NORTHWEST CORNER OF SAID LOT 4 (#5 REBAR, NO CAP))

**Old Republic National Title Insurance Company**

**Schedule A**

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**AMERICAN  
LAND TITLE  
ASSOCIATION**



**Old Republic National Title Insurance Company**

**(Schedule B)**

Order Number: SR55074893

Policy No.: OX55074893.1106626

**This policy does not insure against loss or damage by reason of the following:**

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. 2019 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED JUNE 01, 1954 IN BOOK 1432 AT PAGE 385.
8. THE EFFECT OF GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., RECORDED FEBRUARY 06, 1969, IN BOOK 2276 AT PAGE 75.
9. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED DECEMBER 27, 1976, IN BOOK 2884 AT PAGE 213.
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY ORDER AND DECREE CREATING DISTRICT RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE 670 AND FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 587. NOTICE OF ORGANIZATION RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE 675 AND FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 582.
11. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED JUNE 01, 1988, IN BOOK 5526 AT PAGE 516.
12. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED SEPTEMBER 04, 1992 IN BOOK 6036 AT PAGE 621.
13. CONVEYANCE OF MINERAL RIGHTS AS CONTAINED IN EXECUTOR'S DEED RECORDED AUGUST 12, 1996 UNDER RECEPTION NO. 96102002.
14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 27, 2000, UNDER RECEPTION NO. 200155099, AMENDED BY INSTRUMENT RECORDED JANUARY 25, 2001 UNDER RECEPTION NO. 201008686.
15. THE EFFECT OF RESOLUTION NO. 01-16, RECORDED MARCH 21, 2001, UNDER RECEPTION NO. 201034003. CERTIFICATION IN CONNECTION THEREWITH RECORDED APRIL 9, 2007 UNDER RECEPTION NO. 207047741.

**Old Republic National Title Insurance Company**

**(Schedule B)**

**Order Number:** SR55074893

**Policy No.:** OX55074893.1106626

16. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED SEPTEMBER 25, 2001, UNDER RECEPTION NO. 201139055.
17. TERMS, CONDITIONS AND PROVISIONS OF WATER SERVICE AGREEMENT RECORDED DECEMBER 05, 2008 AT RECEPTION NO. 208129082. MEMORANDUM OF WATER SERVICE AGREEMENT RECORDED DECEMBER 5, 2008 UNDER RECEPTION NO. 208129084.

ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

KNOW ALL MEN BY THESE PRESENTS, That Jersey S. Smith — Latigo Ranch

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid 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 Limas, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, remove, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and an incident thereto, and, in connection therewith, to construct, operate, maintain, and enlarge a poleline and/or catwalk line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, P. M. stands and other fixtures, together with the right of ingress and egress and the right to take or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any obstructions which may interfere with the construction and operation of such lines and structures, over, upon, and along a strip of land Acres and in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, and a strip of land being SECTION 6 TOWNSHIP 12 NORTH RANGE 6 EAST CH. 35 WEST a center line running through the center of the existing pole, and line belonging to Mountain View Electric Association, Inc., and presently located:

SECTION 6 TOWNSHIP 12 NORTH RANGE 6 EAST CH. 35 WEST

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.


The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structures 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 line.

This grant is subject to the right of the Grantee, his heirs and assigns, to take over said strip of land from one portion of his land to the other portion thereof, and in otherwise use, pasture and cultivate the surface of said strip of land over that with the use of said strip of land by the Grantor, his successors and assigns, for the purposes aforesaid.

The Grantee, its heirs, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating, or removing said electric transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or crops, and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one chosen to be named by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons so named, 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 female.

WITNESSES to hand and seal of the Grantor this 27th day of November A.D. 1970

 Jersey S. Smith  
 Grantor

Subscribed before me this 23rd day of November 1970 at Latigo Ranch

My commission expires June 26, 1970  
 WITNESS my hand and official seal  
Lowell S. Peace  
 Notary Public

Register Duch District No. 9  
Record







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BOOK 5526 PAGE 516

ARDIS W. SCHMITT  
EL PASO COUNTY  
CLERK & RECORDER

# GRANT OF RIGHT OF WAY

Kevia C. Smith for The Trails LTD

3

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. Drawer "M", Green, Colorado 80625, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guy, steel and other fixtures over, span, under, and along a strip of land

Twenty feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

An easement given to construct new lines for service to built to

in 01 Section 8 Township 12 South Range 64 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, mechanical, or otherwise, and remove and replace 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 communication 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 for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, its heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes 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 Grantee, 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.


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 furrows, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, is 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", whenever used herein, shall include either one or more persons, and the entities whenever used shall include the entities.

DATE: 2-22 1988

 (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF COLORADO }  
COUNTY OF El Paso } ss.  
This instrument was acknowledged before me this 22nd day of February 1988 by Kevia C. Smith for The Trails LTD



My Commission Expires May 21, 1989  
Account No. \_\_\_\_\_  
Work Order No. 88 107  
Record  
Notary's Name or Business Address  
Sparrow F Moon  
11140 E. Woodman Road  
Payton, CO 80831

01720018

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BOOK 5526 PAGE 516

ARDIS W. SCHMITT  
CLERK & RECORDER

# GRANT OF RIGHT OF WAY

Kevin C. Smith for The Trails LTD

3

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. Drawer "M", Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

Twenty feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

An easement given to construct new lines for service to built  
to

In pt Section 8 Township 12 South, Range 64 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 some by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

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

**TO HAVE AND TO HOLD** said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes 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 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.

201139055



# GRANT OF RIGHT OF WAY

RMBG LLC #2

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

Ten (10) Feet in width, owned by the Grantor, situated in El Paso County, State of Colorado, described as follows

On parcel #42080-00-234

A strip of land ten (10) feet in width running adjacent to the property lines marking the edge of the road Right-of-Ways known as Halleluiah Trail and Latigo Blvd

This easement is for the installation and maintenance of an underground power line and equipment

In pt Section 8 Township 12 South, Range 64 West,

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

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

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

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

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

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric distribution 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.

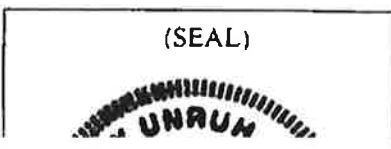
DATED 9-24-01

William L Miller, Manager RMBG, LLC #2

STATE OF COLORADO )  
COUNTY OF El Paso )

The within instrument was acknowledged before me this 24 day of September, 2001

BY William L Miller  
(Print the name(s) signed above)



WITNESS my hand and official seal  
Account No. \_\_\_\_\_  
Notary Public \_\_\_\_\_