

Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: **06/03/2021**
File No: **84898ECS**
Property Address: **7985 Burgess Road, Colorado Springs, CO 80908**
Buyer/Borrower:
Seller: **Ramses II Properties, LLC, a Colorado Limited Liability Company**

For changes and updates please contact your Escrow officer(s):

Escrow Officer:
Sara Bremenkampf
Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**
E-Mail: **Sara.Bremenkampf@stewart.com**

Title Officer:
Laura Florek
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC

Escrow Processor:
Alex Ragen
E-Mail: Alexandria.Ragen@stewart.com
Phone: 719-884-5300

Buyer:
Seller:
Ramses II Properties, LLC, a Colorado Limited Liability Company
DELIVERED VIA: E-MAIL

Buyer's Agent:
Seller's Agent:

Buyer's Attorney:
Seller's Attorney:

Lender:
Mortgage Broker:

Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a).

Phone: Fax:
Attn:

Thank you for using Empire Title of Colorado Springs, LLC.



5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Empire Title of Colorado Springs, LLC.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature

Authorized Signatory

Empire Title of Colorado Springs, LLC
(Company)
5555 Tech Center Drive, Suite 110
Colorado Springs, CO



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE

Issued by

*Stewart Title Guaranty Company***SCHEDULE A**1. Effective Date: **May 10, 2021, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount:(b) 2006 ALTA® Loan Policy
Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined</i>	\$	300.00
Total:	\$	300.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

Ramses II Properties, LLC, a Colorado Limited Liability Company

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

SEE ATTACHED EXHIBIT "A"For Informational Purposes Only: **7985 Burgess Road, Colorado Springs, CO 80908**APN: **5221200027**

Countersigned

Empire Title of Colorado Springs, LLC

By:


Laura Florek

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

The East Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in [Book 692 at Page 252](#), El Paso County, State of Colorado.

TOGETHER WITH:

The West Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in [Book 692 at Page 252](#), El Paso County, State of Colorado.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II
Exceptions

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

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.**
10. **Terms, agreements, provisions, conditions, obligations and easements as contained in Right-of-way Easement, recorded in Book 692 at Page 252.**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



11. Terms, agreements, provisions, conditions and obligations as contained in Right of Way Easement recorded March 12, 1979 in [Book 3150 at Page 550](#).
12. Terms, agreements, provisions, conditions and obligations as contained in Right of Way recorded July 2, 2002 at [Reception NO. 202107443](#).
13. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Ford, Bacon & Davis, Inc., as described in instrument recorded October 15, 1927 in [Book 798 at Page 167](#), Agreement recorded July 2, 1962 in [Book 1927 at Page 931](#).
14. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Colorado Interstate Gas Company, as described in instrument recorded June 7, 1933 in [Book 852 at Page 445](#), Agreement recorded July 2, 1962 in [Book 1927 at Page 931](#).
15. Apparent easement for overhead utility lines, electric utility box, and pole(s) as shown on the Improvement Survey Plat by MVE, Inc., Randall D. Hency, PLS # 27605 dated October 9, 2020.
16. Any loss or damage arising from the fact that the fence lines on or near the perimeter of subject property do not coincide with the exact property lines as shown on the Improvement Survey Plat by MVE, Inc., Randall D. Hency, PLS # 27605 dated October 9, 2020.
17. Encroachment upon the recorded Right of Way easement traversing subject property as shown on the Improvement Survey Plat by MVE, Inc., Randall D. Hency, PLS # 27605 dated October 9, 2020, said encroachments being garage and residence.
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Encroachment Agreement, recorded March 25, 2021 at [Reception No. 221059403](#).
19. Terms, agreements, provisions, conditions, obligations and easements as contained in Agreement, recorded April 1, 2021 at [Reception No. 221064259](#).
20. Deed of Trust from Ramses II Properties, LLC, a Colorado Limited Liability Company to the Public Trustee of the County of El Paso, State of Colorado, for the use of Stockmens Bank to secure \$650,000.00, dated November 26, 2020 and recorded November 30, 2020 at [Reception No. 220193514](#).

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded November 30, 2020 as [Reception No. 220193513](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



DISCLOSURES

File No.: 84898ECS

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

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

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

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

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 84898ECS

CO Commitment Disclosure

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender	YES

California or federal law.	identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.

- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

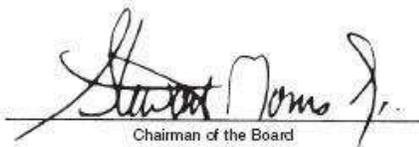
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board




President

Countersigned:

Authorized Countersignature

Empire Title of Colorado Springs, LLC (Company)
5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at<<http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- (A) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- (B) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (C) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Empire Title of Colorado Springs, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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

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

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

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

Transcript from: Road Book A Page 78
Road Order Dated October 3, 1887
Recorded 3:00 p.m. October 3, 1887

Board of County Commissioners

To

El Paso County, Colorado

State of Colorado }
County of El Paso } ss.

At a regular meeting of the Board of County Commissioners for El Paso County, Colorado, held at the County Clerk's Office in Colorado Springs on Monday, October 3, 1887, there were present J. C. Woodbury, Chairman, L.C. Skinner; David McShane, commissioners; E.J. Eaton, Clerk; when the following proceedings, among others, were held and done, to-wit:

In accordance with the provisions of an Act passed by the General Assembly of the State of Colorado, Session 1885, entitled "An Act to Amend Section IV of Chapter XCV of the General Statutes of the State of Colorado, entitled 'Roads and Highways'", it was ordered by the Board that all Section lines, Township lines and Range lines on the public domain East of the Range line dividing Ranges 65 W. and 66 W., be and the same are hereby declared Public Highways of the width of 60 feet, being 30 feet on each side of said Section lines, Township lines or Range lines, as the case may be, the same being in El Paso County, Colorado.

J. C. Woodbury, Chairman

Dated: October 3rd, 1887
Attest: E.J. Eaton, County Clerk
(official seal)

Received at 8³² o'clock A. M. JUL 2 1962
Reception No. 255850 HARRIET BEALS

BOOK 1927 PAGE 931

PARTIAL RELEASE OF
RIGHT OF WAY AGREEMENTS

THIS AGREEMENT made and entered into this 4th day of September, 1962, by and between COLORADO INTERSTATE GAS COMPANY, a Delaware corporation, herein-after referred to as first party, and CHARLES E. HALL and WILLIAM A. HALL, hereinafter referred to as second parties;

WITNESSETH THAT:

Whereas, heretofore on September 13, 1927, C. A. Weinberger executed a right of way agreement in favor of Colorado Interstate Gas Company, which right of way agreement is recorded in Book 798, at page 167 in the Office of the County Clerk and Recorder of El Paso County, Colorado, and

Whereas, heretofore on June 7, 1933, H. F. Benson executed a right of way agreement in favor of Colorado Interstate Gas Company, which right of way agreement is recorded in Book 852, at page 445 in the Office of the County Clerk and Recorder of El Paso County, Colorado, and

Whereas, a part of the lands covered and affected by the terms of said right of way agreements is the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-one (21), Township Twelve (12) South, Range Sixty-five (65) West, El Paso County, Colorado. which NW/4 NW/4 of Section 21 is presently owned by second parties, and

Whereas, upon request made by second parties, Colorado Interstate Gas Company now desires to limit the width of its right of way across a portion of said NW/4 NW/4 of Section 21-12S-65W, it not being the intent and purpose of this instrument to limit in any way any rights in the lands described in said right of way agreements other than the NW/4 NW/4 of Section 21-12S-65W;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the premises and of the covenants and agreements of second parties hereinafter set forth, Colorado Interstate Gas Company does hereby limit said rights of way across the NW/4 NW/4 of Section 21-12S-65W to the following described tract of land:

Said right of way and easement being a strip of land 100 feet in width throughout, the center line of which is described as follows:

Beginning at a point on the South property line of said NW/4 NW/4 of Section 21-123-65W, El Paso County, Colorado, which point of beginning is 906.5 feet in an easterly direction with and along said South property line from the southwest corner of said NW/4 NW/4 of said Section 21; thence with and along the center line of said right of way and easement 100 feet in width, North 2° 30' East, 1323.5 feet to the point of exit on the North property line of said NW/4 NW/4 of Section 21, which point of exit is 967 feet in an easterly direction with and along said North property line from the northwest corner of said NW/4 NW/4 of said Section 21-123-65W;

Said right of way and easement being more fully described on Colorado Interstate Gas Company plat No. U-137-1/8, attached hereto and made a part hereof.

In consideration of the above, second parties for themselves, their successors and assigns, hereby agree

(1) Not to build, construct or create, nor to permit others to build, construct or create, any buildings or structures of any kind on the above described right of way, and that no part of the above right of way 100 feet in width shall be included or sold as a portion of a building or subdivision lot.

(2) Not to give, grant or convey any other right of way or easement of any kind on the above described right of way.

(3) Not to build, construct or operate or maintain any street, roadway, thoroughfare, water line, drainage line or any other pipeline or installation of any description over, under and along the course of said right of way above described. There is, however, reserved to second parties the right to construct and maintain sewer lines, water lines, storm sewers diagonally across the above described right of way 100 feet in width, subject to the following conditions:

(a) Any of the above described pipeline facilities shall be installed at least 24 inches beneath the bottom of any natural gas pipeline or lines presently existing or hereafter installed by Colorado Interstate Gas Company.

(b) Prior to the installation of any such facilities, second parties, their successors and assigns, shall give notice in writing to Colorado Interstate Gas Company of their intention to so install such facilities, and second parties agree not to

begin construction of said facilities unless a representative of Colorado Interstate Gas Company is present to supervise such construction work.

Upon approval and consent by Colorado Interstate Gas Company, second parties, their successors and assigns, may construct streets and roads diagonally across the above described right of way 100 feet in width, it being understood that the number of such road crossings shall be kept to a minimum.

Colorado Interstate Gas Company hereby agrees to pay any damages which may arise in laying, maintaining, operating or removing its pipelines.

This agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

EXECUTED this 4th day of September, 1962.



Asst. Secretary

COLORADO INTERSTATE GAS COMPANY



By: Thomas L. Lebean
Vice President



- First Party -

Charles E. Hall
Charles E. Hall

William A. Hall
William A. Hall

- Second Parties -

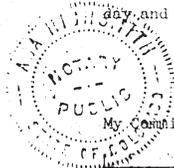
ACKNOWLEDGMENT

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

Before me, a Notary Public in and for said County and State, on this
4th day of September, 1962, personally appeared _____
Thomas L. Pelican

to me known to be the identical person who subscribed the name of the maker
thereof to the foregoing instrument as its Vice President, and acknowledged
to me that he executed the same as his free and voluntary act and deed and
as the free and voluntary act and deed of such corporation for the uses
and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year last above written.



Edw. H. [Signature]
Notary Public

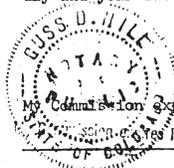
My Commission expires:
_____ 10, 1965

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

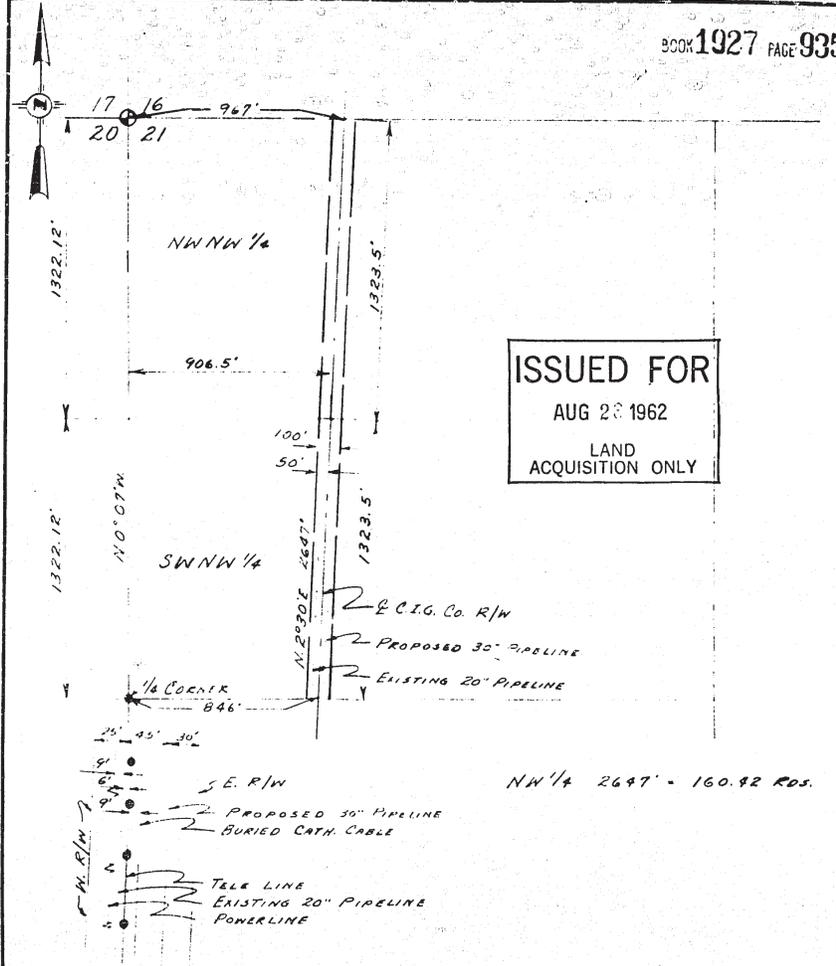
Before me, a Notary Public in and for said County and State, on this
2nd day of September, 1962, personally appeared CHARLES E. HALL
and WILLIAM A. HALL, to me known to be the identical persons who executed
the within and foregoing instrument and acknowledged to me that they
executed the same as their free and voluntary act and deed for the uses
and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year last above written.



Guss D. Hill
Notary Public

My Commission expires:
_____ February 17, 1966



ISSUED FOR
AUG 23 1962
LAND
ACQUISITION ONLY

STRIP MAP A-89

					COLORADO INTERSTATE GAS COMPANY COLORADO SPRINGS, COLORADO		
					LAND PLAT		
					PIPELINE X-ING TIPPIN HILL SUBD.		
					NW 1/4 SEC. 21 T. 12. S R. 65. W		
					EL PASO COUNTY COLORADO		
2	REDRANN	7/4/62	WK		SCALE 500'	DRAWN CER	APP. JEC
1	REDRANN	7/4/62	CHK		DATE 8-1-62	CHECKED FW	C.O. NO.
REVISIONS							U-13718

No. 514592

Affidavit

Mrs. Ella Southern
To Whom It May Concern

Filed for Record 3154 P. M.

May 29, 1933

C. R. Purrow, Recorder

heirs of David Southern, Deceased.

A F F I D A V I T

State of California }
County of Orange } ss.

TO WHOM THIS MAY CONCERN:

This is to certify that Albert Southern, Victor Southern, Earl Southern and Everett Southern, together with the affiant, Mrs. Ella Southern, are the only living heirs of David Southern, Deceased.

Mrs. Ella Southern

Subscribed and sworn to before me this 17th day of May, 1933.

Zula V. Creaner

Notary Public in and for the County of Orange, State of California.

My commission expires February 28, 1934.



No. 514454

A F F I D A V I T

Letah Broyles, et al

To

Whom It May Concern:

Filed for Record 10:40 A. M.

June 3, 1933.

C. R. Purrow, Recorder.

Letah Broyles is a sister of Mabel Brunson, deceased, she and affiant, Letah Broyles, being daughters of Hannah E. Stephens, deceased, Mabel Brunson is the same Mabel Brunson, who joined with Letah Broyles and Henry C. Stephens in conveying Lot Number 5 in Block lettered "A" in McClure's Addition to the City of Colorado Springs, El Paso County, Colorado, under date of December, 12, 1928, unto Mrs. Hedwig I. Cummings, which deed is recorded in book 888, page 233 of the records of the Clerk and Recorders Office of El Paso County, Colorado, on June 1st, 1933.

That on March 19, 1928, there was recorded in book 811, at page 354, of the records of the Clerk and Recorders office of El Paso County, Colorado, a certain order for the determination of interests in the above described lands and tenements and of heirship of Hannah E. Stephens, deceased.

That in said Order, one of the sole and only heirs is named Mabel Brunson, that the spelling of the name Mabel Brunson in the original order is a clerical error and should have been Mabel Brunson, that the party designated in such order as Mabel Brunson is in truth and in fact and should have been written Mabel Brunson.

There is and was no heir of the said Hannah E. Stephens, deceased, by the name of Mabel Brunson.

Clyde L. Starrett was attorney in the proceedings to determine the heirship above referred to.

Both affiants know all of the above facts of their own knowledge.

Executed at Colorado Springs, Colorado, this 2nd day of June, A.D. 1933.

Letah Broyles.

Clyde L. Starrett.

Subscribed and sworn to before me this 2nd day of June, A. D. 1933.

My commission expires April 1, 1937.



Florence Williams.

Notary Public.

-----00000000-----

No. 514561) State of Colorado) No. 28
Right of Way) County of El Paso) ss.

H. P. Benson) FOR AND IN CONSIDERATION OF THE sum of EIGHT HUND

to) \$7100 Dollars, to the undersigned owners paid, the

Colorado Interstate Gas) receipt of which is hereby acknowledged, the under-

Company) signed hereby grant to COLORADO INTERSTATE GAS COMPANY

Filed for Record 11:16 A. M.) a corporation organized under the laws of the State

June 7, 1933.) of Delaware, its successors or assigns, the right of

C. R. Purrow, Recorder.) way, to lay, construct, reconstruct, replace, renew,

maintain and operate a pipe line for the transportation

of gas, petroleum or any of its products, also water or other substances, or other thereof,

and as incident thereto to erect and maintain, operate, change, renew and reconstruct a tele-

phone and telegraph line, or either of them as may be necessary in connection with the use

of the pipe line, together with the right of ingress and egress, on, over and through the

following described lands situate in El Paso County, and State of Colorado, to-wit:

The Northwest 1/4 of Section 21, in Township 22 South, Range 65 West, of the 6th Principal

Meridian.

Said right-of-way being 161 rods, more or less, in length, and located approximately as shown

by Grantee's present survey.

The said undersigned owners, their heirs, or assigns, do hereby agree to fully use and enjoy such premises

except as the same may be necessary for the purpose herein granted to said Colorado Interstate

Gas Company, its successors or assigns.

The said Colorado Interstate Gas Company, its successors or assigns, hereby agree to pay

any damages which may arise from laying, maintaining, operating or renewing said pipe line,

said damage, if not mutually agreed upon, to be ascertained and determined by three disdis-

interested persons: one thereof to be appointed by the grantors of said lands, their heirs or

assigns, one by Colorado Interstate Gas Company, its successors or assigns, and the third

by the two persons aforesaid, and the award of said three persons shall be final and

conclusive.

All pipe lines laid under this grant and passing through calcinated land shall be buried

not less than twenty inches deep, and shall be so laid as not to interfere with ordinary cul-

tivation of such land after construction has been completed.

It is further agreed that for the consideration above mentioned Colorado Interstate Gas

Company, its successors or assigns, is hereby granted the right to, at any time, lay an addi-

tional line or lines of pipe alongside of the first line or lines provided, upon the ground

Chuck Broerman
03/25/2021 11:31:09 AM
Doc \$0.00
Rec \$73.00

El Paso County, CO



221059403

(Drafted by & when filed return to: Magellan Pipeline Company, L.P., P. O. Box 22186, MD OTC-8 (S. Guthrie), Tulsa, Oklahoma 74121

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, whose address is P.O. Box 22186, Tulsa, Oklahoma, 74121-2186, (hereinafter called "**Magellan**"), and Ramses II Properties, LLC, a Colorado limited liability company whose legal address is 7985 Burgess Road, Colorado Springs, Colorado 80908, their heirs, successors, assigns and grantees (hereinafter called "**Owner**").

WITNESSETH:

WHEREAS, **Owner** represents and warrants that **Owner** owns all the certain land (hereinafter "**Owner's Land**"), described on attached Exhibit "A" and made a part hereof, per the Warranty Deed executed on the 15th day of October 2020 and recorded in the office of the El Paso County Clerk and Recorder on the 30th day of November 2020, at Reception No. 220193513, and;

WHEREAS, **Magellan** is the owner of certain pipelines, pipeline facilities and appurtenances (hereinafter referred to as the "**Magellan Facilities**") and easement rights therefor, (hereinafter referred to as the "**Easement**", whether or not rights were granted in one or more documents or acquired by operation of law). For purposes of this **Agreement** only, "**Magellan's Easement Tract**" shall be considered to be any area within Fifty (50) feet of any **Magellan Facilities**, unless a different right of way tract width is specifically described in the **Easement**, in which case such specified width shall define **Magellan's Easement Tract**. The land referenced in the **Easement** includes that portion of the East Half of the Northwest Quarter of the Northwest Quarter (E ½ NW ¼ NW ¼) of Section 21, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, pursuant to those certain instruments recorded in the records of said county and state and described as follows:

- 1) Right of Way Contract as to a pipe line or pipe lines dated March 19th, 1966, from Don A. Tippin and Betty J. Tippin, in favor of Wyco Pipe Line Company (Magellan's predecessor in title), their successors and assigns, and filed for record at Reception No. 470460 in Book 2123 at Page 734, on the 24th day of March, 1966, in the office of the Clerk and Recorder of El Paso County, Colorado; and,

WHEREAS, for the purposes of this Agreement, an “Encroachment” is defined as any use of the land within Magellan’s Easement Tract by someone other than Magellan which could interfere with Magellan’s Easement rights or could create safety concerns related to Magellan’s Facilities as more fully described in Magellan’s *General Encroachment Requirements* as set forth in attached Exhibit “B” and incorporated herein by reference. Magellan does not permit or authorize any Encroachments unless specifically approved in a written agreement identifying all “Approved Encroachments”; and

WHEREAS, Owner desires to obtain Magellan’s consent for one or more Encroachments on Magellan’s Easement Tract;

NOW, THEREFORE, in consideration of the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and subject to the following terms and provisions included herein, Magellan hereby consents to the Encroachments listed below as “Approved Encroachments” described and limited pursuant to the following specified plan drawings, which were furnished by Owner to Magellan (“Plan Drawings”) and hereby attached as Exhibit “C”:

TERMS AND PROVISIONS

1. **Approved Encroachments.** The Approved Encroachments, as further identified, described and limited in the Plan Drawings as set forth in Exhibit “C” are limited to the following:

A recent survey of the real property located at 7985 Burgess Road, Colorado Springs, Colorado 80908, was conducted by MVE, Inc., which revealed encroachments by the corner of a house approximately six (6) feet on the Eastern easement boundary of the one hundred (100) foot right of way granted, which is further depicted on Exhibit “C”; and

2. **No Other Encroachments.** Except for the Approved Encroachments as allowed by this Agreement, Owner shall not create, erect, place or construct any other Encroachment on, above or below the surface of the ground on Magellan’s Easement Tract, or change the grade or elevation of the ground surface within Magellan’s Easement Tract or at any time plant or allow any trees thereon or cause or permit any of these to be done by others, without the express prior written permission of Magellan.
3. **Magellan On-Site Representative.** Exclusive of Saturday, Sunday, and legal holidays, Owner shall notify Magellan a minimum of 48 hours in advance of any Encroachment activities on Magellan’s Easement Tract so that Magellan may arrange to have a representative present. At Magellan’s option and at Owner’s sole cost and expense, Magellan’s representative may be on site during all Encroachment activities over or within ten feet (10’) of the Magellan Facilities to confirm that no damage occurs to the Magellan Facilities. The presence of Magellan’s representative or any verbal instructions given by such representative shall not relieve Owner of any liability under the Easement or this Agreement, and will not change the terms of the Easement or this Agreement, which may only be changed by written agreement by authorized representatives of Owner and Magellan. If pipeline, coating, cathodic protection and/or any other repair of Magellan Facilities is required by Magellan or if the safety of the Magellan Facilities is jeopardized, in Magellan’s sole judgment, Owner shall stop all construction activities on Magellan’s Easement Tract until said repairs are completed or until any unsafe construction practices are resolved to the satisfaction of Magellan’s on-site representative.

Written notification of such construction activity shall be made to **MAGELLAN PIPELINE COMPANY, Attn: Dan Richeson at 1004 Santa Fe Ave., Fountain, CO 80817, (719) 396-1046** or such other representative of Magellan, which Magellan may from time to time designate.

4. **Protection of Magellan Facilities.** Owner shall protect the **Magellan Facilities**, if Owner does or authorizes to be done on Owner's behalf, any digging, excavating and backfilling within **Magellan's Easement Tract**. If excavating within 2 feet of any Magellan pipeline or when otherwise deemed necessary by Magellan's on-site representative, Owner shall cause any such digging or excavation operations to be performed by hand digging.
5. **Breach.** If either Owner or Magellan breaches this Agreement and the non-breaching party commences litigation to enforce any provisions of this Agreement, the reasonable cost of attorneys' fees and expenses will be payable to the non-breaching party by the breaching party upon demand, for all claims upon which the non-breaching party prevails.
6. **Indemnification.** Owner will indemnify, save, and hold harmless Magellan, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees), fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from Owner's breach of this Agreement or caused by or as a result of the construction, use, maintenance, existence or removal of the **Approved Encroachments** or **Other Encroachments** located on the **Magellan Easement Tract**. The presence of Magellan's representative or any instructions given by such representative will not relieve Owner of any liability under this Agreement, except to the extent that such liability results from Magellan's or its representative's gross negligence or willful misconduct.
7. **Damage or Loss.** Owner covenants that:
 - (a) If at any time, in the sole opinion of Magellan, it becomes necessary for Magellan, to cross, occupy, utilize, move or remove all or portions of the **Approved Encroachments** placed on **Magellan's Easement Tract** or constructed pursuant to this Agreement, for any purpose, including but not limited to surveying, constructing new facilities, maintaining, inspecting, operating, protecting, repairing, replacing, removing or changing the size of a pipeline(s) and appurtenances on **Magellan's Easement Tract** and such activities by Magellan result in damage to or destruction of the **Approved Encroachments**, then repair, replacement or restoration of such **Approved Encroachments** shall be at the sole cost and responsibility of Owner.
 - (b) If at any time, any encroachments belonging to or permitted by Owner, which are not authorized by this or another written agreement ("**Other Encroachments**") are found to be on **Magellan's Easement Tract**, Magellan may at any time request Owner to remove such **Other Encroachments**, and if Owner refuses or fails to do so within a reasonable time, Magellan may remove them from **Magellan's Easement Tract** at Owner's expense, unless they are allowed to remain by a written agreement between Magellan and Owner. Should such removal activities by Magellan result in damage to or destruction of the **Other Encroachments**, then repair, replacement or restoration of such **Other Encroachments** shall be at the sole cost and

responsibility of Owner, and such Other Encroachments may not be repaired, replaced or rebuilt on Magellan's Easement Tract without a written agreement between Magellan and Owner.

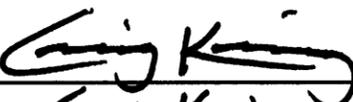
- (c) If during the exercise of the rights granted by the Easement or by this Agreement, the Approved Encroachments and Other Encroachments, if any, are damaged, destroyed or suffer loss of value, Owner agrees to release Magellan, its affiliates, and its and their respective directors, officers, members, partners, shareholders, employees, agents and contractors from and against any and all liabilities, and damages or losses which may arise as a result of the damage to or loss of use of the Approved Encroachments and Other Encroachments, if any, caused by Magellan, its employees, agents and contractors.
8. **Magellan Rights.** Magellan and Owner agree that the existence of the Approved Encroachments or this Agreement does not constitute a waiver of Magellan's rights under the Easement. Magellan hereby reserves, and Owner hereby grants and confirms all of Magellan's rights, title and estate as set forth in the Easement.
9. The terms and conditions of this Agreement will constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors, assigns and grantees. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement shall become effective upon its complete execution by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

MAGELLAN PIPELINE COMPANY, L.P.

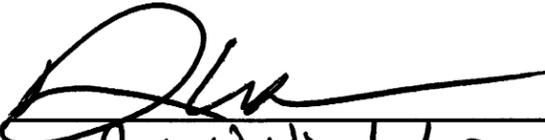
By Its General Partner, Magellan Pipeline GP, LLC

By Its Undersigned Authorized Signatory:

By: 
Name: Craig Keirse
Date: March 23, 2021

RAMSES II PROPERTIES, LLC

a Colorado limited liability corporation

By: 
Name: Donnie W. Wisenbaker
Title: Manager
Date: March 18, 2021

STATE OF OKLAHOMA)
)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 23 day of March, 2021 personally appeared Craig Keirse, to me personally known to be the Authorized Signatory for MAGELLAN PIPELINE GP, LLC, a Delaware limited liability company, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

Laura A. McGinnis
Notary Public

My commission expires:
3-14-2025



{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

STATE OF)
)
COUNTY OF El Paso) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 18th day of March, 2021, personally appeared Danilo W. Wisenbaker to me known personally to be the manager of Ramses II Properties, LLC, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said Ramses II Properties, LLC, as the free and voluntary act and deed of said limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.



Notary Public

My Commission Expires:
03/05/25



{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

EXHIBIT "A"

LEGAL DESCRIPTION

The East Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in Book 692 at Page 252, El Paso County, State of Colorado.

TOGETHER WITH:

The West Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in Book 692 at Page 252, El Paso County, State of Colorado.

EXHIBIT “B”

GENERAL ENCROACHMENT REQUIREMENTS

EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 1 of 4

<p>MAGELLAN PIPELINE COMPANY, L.P.</p> <p>General Encroachment Requirements</p> <p>A. GENERAL. These requirements define the minimum standards of practice for encroachments by a landowner (including any developer, business entity, utility company or individual working for, or on behalf of, or with permission of landowner) (herein referred to collectively as "Owner") to pipeline corridors and rights of way ("Magellan's Easement Tract") owned or operated by Magellan Pipeline Company, L.P. ("Magellan"). Upon written request by Owner to Magellan, a copy of these minimum requirements shall be provided to any developer, business entity, utility company or individual working on behalf of Owner or with the permission of Owner within Magellan's Easement Tract. Specific circumstances may require additional precautions or more stringent methods in order to protect the integrity of Magellan's pipelines and facilities. Magellan's Easement Tract for purposes of these General Encroachment Requirements shall be considered to be any area within fifty (50) feet of any Magellan pipeline or other Magellan-owned or operated facility unless a different right of way width is specified by one or more recorded right of way or easement documents (herein collectively called "Easement", whether one or more), in which case such specified width shall define Magellan's Easement Tract.</p> <p>1. Encroachment Definition. An "encroachment" is any use of the land within Magellan's Easement Tract which could interfere with Magellan's Easement rights or which could create safety concerns for Magellan pipelines and/or facilities located on Magellan's Easement Tract. Encroachments include, but are not limited to: structures, fixtures, personal property, landscaping, foreign utilities, foreign pipelines, roadways, railroads, waterway crossings, water impoundments, walls, heavy equipment and heavy loads on Magellan's Easement Tract, and also any excavation, digging, drilling, tunneling and addition, removal or disturbance of soil or subsoil within Magellan's Easement Tract.</p> <p>2. Magellan Representative Required On-Site. Magellan pipeline systems operate at high pressures, and for safety reasons, Magellan requires its company representatives to be on-site while Owner is excavating or performing other activities which could endanger the Magellan pipelines or other facilities on</p>	<p>Magellan's Easement Tract. For other activities of the Owner on the Magellan Easement Tract, the Magellan field representative shall determine whether Magellan's continuous presence or periodic monitoring of encroachment activities will be required and shall inform the Owner. A Magellan representative will be made available upon 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of any Magellan pipelines. No excavation shall be commenced without prior written approval from Magellan and verification by Magellan of the location and approximate depth of its pipelines.</p> <p>3. Magellan's Facilities. Magellan's facilities include, but are not limited to, Easement, rights of way, pipelines, meter and valve sites, aboveground piping manifolds and cathodic protection systems.</p> <p>4. Land Use Change - Notification. The landowner and tenant, if any, must notify Magellan at any and every time when the land use will be changed for land on or adjacent to Magellan's Easement Tract. Examples of such land use changes are:</p> <ul style="list-style-type: none"> • Change from pasture to cultivation • Change in depth of tilling (e.g. plowing deeper or deep-breaking the land) • Change in that terraces will be cut or re-cut • Change from agricultural use to residential, commercial or industrial use. • Change from residential to commercial or from commercial to industrial. <p>5. Governmental Regulations and Industry Guidelines. Owner must comply with all applicable laws and regulations, as well as Magellan's policies as expressed herein. Owner is also hereby referred to the Common Ground Alliance Best Practices which can be found on the web site: www.commongroundalliance.com (See "Program Information" / "Best Practices") and which is available from Common Ground Alliance in booklet form for easy reference. Best Practices addresses the most common issues for damage prevention for an encroaching party, including, among others: Planning and Design; One-Call Center; Locating and Marking; Excavation; and Mapping. In the event of a conflict between laws and regulations, Magellan's policies and the Common Ground Alliance Best Practices, the following priority shall govern encroachments on Magellan's Easement Tract: 1st -- laws and regulations; 2nd -- Magellan policies; and 3rd -- Common Ground Alliance Best Practices.</p>	<p>B. MAGELLAN RIGHT OF WAY PRACTICE</p> <p>1. Personal Property and Fixtures To Be Kept Off of Magellan's Easement Tract. In order to keep Magellan rights of way clear for operations, maintenance, inspection and emergency access, personal property and fixtures shall not be placed, stored or maintained on Magellan's Easement Tract. Personal property and fixtures include, but are not limited to, storage sheds, automobiles, trailers, mobile homes, above-ground swimming pools, business equipment, product inventory, scrap metal, boulders, large rocks, debris, junk and piles of materials.</p> <p>2. Encroachments Subject to Being Cleared from Magellan's Easement Tract. Subject to the terms of its Easement (including right of way agreement[s]) and other written agreements), Magellan may keep Magellan's Easement Tract clear of items that may hinder the exercise of Magellan's rights to construct, operate, inspect, maintain, repair and access its pipelines and other facilities. Clearing of the Magellan's Easement Tract shall include, but not be limited to the following: removal of trees, brush, crops, other vegetation and non-permitted encroachments located on or overhanging all or part of any Magellan's Easement Tract. Trees or other vegetation overhanging Magellan's Easement Tract may be side-trimmed.</p> <p>C. ENCROACHMENT PLANNING</p> <p>1. Plan Review Required by Magellan. For any encroachment, Magellan must be provided project plans to review and approve, <i>prior to the encroachment occurring</i>, for purposes of damage prevention.</p> <p>2. Submission of Complete Plans. Owner must submit complete plans to Magellan for review. Incomplete plans could delay Magellan's engineering impact study and insufficient information could result in increased costs. Plans must include:</p> <ul style="list-style-type: none"> • A plan view of the project with the pipeline(s) location included. • An illustration in profile of the existing surface elevations, the proposed surface elevations and the elevation of the Magellan pipeline(s). • A comprehensive utility /structure /grading plan depicting the relationship to the pipeline(s). • A proper legal description of the project location. • Complete landscaping plans. • Complete plans for backfilling and compaction of backfill material. <p>3. Plans Must Show Magellan's Easement Tract, Pipelines and Facilities. All construction plans (prints) showing lands where all or any part of Magellan's Easement Tract, any Magellan pipeline or facility is located must contain the</p>	<p>following:</p> <ul style="list-style-type: none"> • Location and depth of all Magellan pipelines and facilities • The width of Magellan's Easement Tract • A standard warning statement <i>conspicuously displayed</i> containing the following language: <p style="text-align: center;">WARNING HIGH-PRESSURE PIPELINE(S) <i>Excavation and/or Construction Prohibited Without compliance with State One-Call AND Without Written Permission From MAGELLAN PIPELINE COMPANY, L.P.</i></p> <p>4. Written Encroachment Agreement Required. A written, fully executed Encroachment Agreement must be in place between Magellan and Owner before Owner commences work on any encroachment.</p> <p>5. Costs. Unless otherwise agreed in writing, all costs to Magellan that result from any encroachment should be paid by Owner. Such costs shall include, but not be limited to: modification, replacement, lowering, and protection of pipelines, including engineering evaluation and design, field labor and real estate research and document preparation and handling.</p> <p>6. Pipeline Integrity Inspection. Prior to the installation of any structure, parking lot, roadway or other facility which might interfere with or hinder Magellan's inspection of any pipeline or facility, Magellan will perform an integrity review of its pipeline and any other assets which may be affected by the proposed structure, parking lot, roadway or other encroaching facility in order to determine that Magellan's assets comply with integrity requirements and to allow Magellan to make any needed changes prior to construction of any encroachments.</p> <p>7. Soil On Magellan's Easement Tract - Removing and Adding. No soil shall be removed from or added to Magellan's Easement Tract without written authorization from Magellan. Any soil added must be clean (without contaminants, trash or debris) fill dirt and must be <i>limited in amount</i> so that the</p>	<p>resulting cover (vertical distance from the surface of the land to the top of Magellan's pipeline) is not greater than eight feet (8').</p> <p>8. Erosion Control Materials. Erosion-control materials may be allowed on Magellan's Easement Tract for temporary periods of construction and restoration.</p> <p>9. Proof of Title to Property. Magellan may require Owner to provide proof of current ownership of the land where the proposed encroachment is to be located. Such proof may be in the form of a Title Commitment, Title Policy, or a copy of a recorded Warranty Deed.</p> <p>10. Subdivision Plat. Magellan requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, Magellan requires a copy indicating the book and the page of the recording.</p> <p>11. Location and Approximate Depth of Pipelines. A Magellan representative is normally available with 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of the pipeline(s). Determining actual depths of pipelines may require pot-holing or hand-digging by, and at the expense of Owner in the presence of an authorized Magellan representative. No excavation on Magellan's Easement Tract shall take place without approval by Magellan.</p> <p>12. Vertical Separation Between Magellan Pipeline or Facility and an Encroaching Object or Structure. Vertical separation is defined in this document as the vertical distance between the outermost part of a Magellan pipeline, facility or appurtenance (for example, the outside of the pipe [for uncased pipe] or the outside of the pipe casing [for cased pipe]) and the outermost part of the encroaching object (for example, the outside of the encroaching pipeline or the outside of its conduit).</p> <p>13. Construction Equipment Information. Owner shall provide to Magellan information as to the type, size, and weight of construction equipment that will be used over or in the vicinity of the pipeline(s).</p> <p>D. ENCROACHMENT DESIGN REQUIREMENTS & STANDARDS</p> <p>1. Risk of Loss and Damage. Owner shall bear the risk of loss, damage and/or destruction to any structure, fence, landscaping or improvement placed within the boundaries of Magellan's Easement Tract and shall hold Magellan harmless</p>
---	--	--	---	--

EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 2 of 4

<p>for damages, destruction of structures and for any consequential damages which may arise out of Magellan or its designees exercising Magellan's Easement rights or which may arise out of accessing Magellan's Easement Tract, pipelines or facilities.</p> <p>2. Buildings, Structures and Fences.</p> <p>a. Buildings and Structures. No buildings, houses, barns, garages, patios, playhouses, sheds, septic systems or drain fields, swimming pools (above-ground or below-ground), reinforced concrete slabs or other similar structures will be permitted on the Magellan's Easement Tract.</p> <p>b. Septic System not permitted. No septic-system, including any lateral lines will be permitted on Magellan's Easement Tract.</p> <p>c. Retaining Walls. Retaining walls are not permitted on Magellan's Easement Tract.</p> <p>d. Fences. No fence shall be constructed or maintained on Magellan's Easement Tract without a written agreement.</p> <p>e. Requirements for Fences. If fencing on Magellan's Easement Tract is authorized by a written agreement with Magellan, the fencing must comply with the following:</p> <ol style="list-style-type: none"> 1) Not Parallel to Pipeline. No fence shall be allowed to be constructed parallel closer than 10 feet to any Magellan pipeline, within the boundaries of Magellan's Easement Tract. 2) Fence Posts Location. No fence posts will be allowed to be within five (5) feet of any Magellan pipeline or facility. 3) Gates Required. Magellan may require any fence constructed within the boundaries of Magellan's Easement Tract to have gates of such size and suitability as is necessary or convenient for Magellan to access its pipelines and/or facilities for its operations, including inspections, at each point where the fence crosses a Magellan pipeline or facility boundary. Magellan shall be allowed to put a Magellan lock on such gates, which will allow access to Magellan's Easement Tract and/or facilities through such gates. 4) Angle of Fence Crossing. It is preferred that fence crossings be as close to 90 degrees as possible. <p>3. Landscaping, Elevation Changes and Water.</p> <p>a. Landscaping Definition. Landscaping shall include, but not be limited to, trees, shrubs, underground irrigation or sprinkler systems, sidewalks or other paths, retaining walls, terraces or other land grade changes, within</p>	<p>Magellan's Easement Tract.</p> <p>b. General Landscaping Requirements. The following are the general rules for landscaping on Magellan's Easement Tract:</p> <ol style="list-style-type: none"> 1) Written Approval. Landscaping proposed to be done on Magellan's Easement Tract must be approved by Magellan in a written <i>encroachment agreement</i>. Among other terms, the encroachment agreement will release Magellan from any liability for damages to the landscaping from the exercise of Magellan's Easement rights. 2) Trees Not Permitted. Trees are not permitted on Magellan's Easement Tract. 3) Shrubs. Shrubs exceeding 3 feet in height and/or obstructing the view of any Magellan pipeline marker posts are not permitted on Magellan's Easement Tract. 4) Irrigation Systems, Field Drain Lines, and Sidewalks. Irrigation systems, field drain lines and sidewalks that are to cross a Magellan pipeline must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees and must comply with other applicable provisions of this document. <p>c. No Water Bodies on Magellan's Easement Tract. Retention of water, including but not limited to, Livestock ponds, lakes, retention ponds, or wetlands may not be constructed or formed on Magellan's Easement Tract.</p> <p>d. Surface Grade and Elevation Changes. Surface grade or elevation changes must be reviewed and approved in writing by Magellan.</p> <p>4. Foreign Pipeline & Utility Crossings. No foreign pipelines or utility lines of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract.</p> <p>a. Minimum Angle for Pipeline/Utility Crossing. Any foreign pipeline or utility that is proposed to cross a Magellan pipeline must cross the Magellan pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees.</p> <p>b. Vertical Separation Requirements for Crossing. Foreign pipeline(s), utilities (except high-voltage lines - see below) or flow lines should cross Magellan pipeline(s) with at least 24 inches of vertical separation. Special written authorization must be given in the event vertical separation is less than that specified in these General Encroachment Requirements. The preferred method for a foreign pipeline or utility to cross a Magellan pipeline is to cross <i>below</i> the Magellan pipeline.</p> <p>c. Warning Tape Required. When any foreign pipeline or utility line is proposed to cross a Magellan pipeline, Owner must place 6" wide McMaster-Carr No. 8288T12 or equal within Magellan's Easement Tract</p>	<p>in the following manner:</p> <ol style="list-style-type: none"> 1) The tape must be placed directly over (parallel to) and at least 15 inches above the foreign line for the entire distance that it occupies Magellan's Easement Tract. Additionally, the tape must be placed directly over (parallel to) and at least 15 inches above each Magellan pipeline that is crossed for a minimum distance which is the greater of: <ol style="list-style-type: none"> (a) a minimum distance of 20 feet on each side of the Magellan pipeline, or (b) across the entire width of Magellan's Easement Tract 2) The placement of warning tape on each side of Magellan pipeline(s) will not be required for utility cables that are installed using the directional drill or jacking method. <p>d. Crossings By Metal Pipelines or Conduits. Metallic pipe crossing Magellan pipeline(s) may require Magellan to perform a cathodic protection interference survey. If interference with Magellan's cathodic protection system is detected and remediation is necessary, Owner agrees to cooperate with Magellan and to make necessary adjustments in Owner's interfering metallic pipe or other remediation to correct such interference problem insure that the Magellan cathodic protection system is operating properly.</p> <p>e. Crossing Requirements. Electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables should cross Magellan pipeline(s) with a <i>minimum of 24-inches of vertical separation</i>. All such lines must be covered with a <i>Concrete Slab</i> for the full width of the Easement Tract, if requested by Magellan. If such lines have an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.</p> <p>f. Crossing Requirements For Lines Going Over a Magellan Pipeline. In the event the electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables cable crosses <i>over</i> a Magellan pipeline, such line shall be <i>encased in red concrete across the full width of Magellan's Easement Tract</i>, unless a variance is granted by Magellan, as set forth below.</p> <p>g. Written Authorization for Variance. Owner must have written authorization from Magellan for any variance from the vertical separation requirements listed above and/or for any variance from the requirement for</p>	<p>encasement of high-voltage electrical lines in red concrete.</p> <p>h. Utility Poles and Guy Anchors. Utility poles and guy anchors shall not be placed on Magellan's Easement Tract without a written agreement. With a written agreement, poles and anchors may be placed no closer than 20 feet to any Magellan pipeline. Poles shall not be allowed to run parallel to a Magellan pipeline within the Magellan Easement Tract.</p> <p>i. Directional Drilling / Boring.</p> <ol style="list-style-type: none"> 1) Prior to commencing any horizontal directional drilling, Owner shall submit plans showing procedure and material descriptions for Magellan's approval. The plans and description shall include, but not be limited to the following: <ul style="list-style-type: none"> • Profile and plan showing location of entry and exit points • Work space required to perform the work • Mud containment and disposal sites 2) Owner shall positively locate and stake the location of Magellan's existing pipelines and other underground facilities, including exposing any facilities located within 10 feet of the designed drilled path. Prior to commencing drilling operations, Owner shall modify drilling practices and down-hole assemblies to prevent damage to Magellan's existing pipelines and other facilities. Owner shall be responsible for losses and repairs occasioned by damage all Magellan pipelines and other facilities resulting from drilling or boring operations. 3) At all times, Owner shall provide and maintain instrumentation to document and accurately locate the pilot hole and the drill bit, to measure drill-string axial and torsional loads, and to measure drilling fluid discharge rate and pressure. At Magellan's request, Owner shall promptly provide Magellan with reasonable access to information and readings provided by these instruments, including copies of any written documentation. 4) Pilot Hole. <ul style="list-style-type: none"> • The pilot hole shall be drilled along the path shown in the plan and profile drawings. No pilot hole shall be made that will result in any of the encroaching utility being installed in violation of laws and regulations or of Magellan's requirements described herein. However, safety for any adjacent utilities and/or structures is of utmost importance. Therefore, the listing of separation distances or tolerances herein does not relieve Owner from responsibility for safe operations or for damage to adjacent utilities and structures. • If tolerances are not specified in the plan and profile drawings, the pilot hole shall have the following tolerances: 	<ul style="list-style-type: none"> • Elevation of +0 feet and -15 feet • Alignment of +/-20 feet as long as it does not come to within 10 feet of Magellan's pipeline • Initial penetration of ground surface at exact location shown in the plan and profile drawings • Final penetration of the ground surface within +/-10 feet of the alignment and within +30 feet and -0 feet of the length shown in the plan and profile drawings • Curves shall be drilled at a radius equal to or greater than that specified in the plan and profile drawings. The drilled radius will be calculated over any 3 joints (range 2 type drill pipe) segment using the following formula: $R_{drilled} = (L_{drilled}/A_{avg}) \times 180/\pi$ Where: $R_{drilled}$ = drilled radius over $L_{drilled}$ $L_{drilled}$ = length drilled; no less than 75 feet and no greater than 100 feet A_{avg} = total change in angle over $L_{drilled}$ • At the completion of the pilot-hole drilling, Owner shall provide to Magellan a tabulation of horizontal and vertical coordinates, referenced to the drilled entry point, which accurately describe the location of the pilot hole. <p>5) Drilling Fluids.</p> <ul style="list-style-type: none"> • The composition of drilling fluids proposed for use shall comply with all applicable laws and regulations. • Owner is responsible for obtaining, transporting and storing any water required for drilling fluids. • Disposal of drilling fluids and drill cuttings shall be Owner's responsibility and shall be conducted in compliance with applicable laws and regulations. Drilling fluid shall <i>not</i> be disposed of by placing fluids on or under the surface of Magellan's Easement Tract. • Owner shall employ best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. If annular circulation is lost, Owner shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand-placed barriers (e.g., hay bales, sand bags, silt fences, etc.) and collected using pumps as practical. If the amount of surface return is not great enough to allow practical collection, the affected area will be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If
--	--	---	--	---

EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 3 of 4

<p>the amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cubic yards) may be used unless permits or other regulations prohibit the use of collection sumps. If the amount of surface return exceeds that which can be contained and collected using barriers or small sumps, or if the return of drilling fluids occurs in the body of water proper, drilling operations will be suspended until surface return volumes can be controlled.</p> <p>6) As-Built Drawing. Owner shall provide to Magellan an as-built plan and profile drawing of the drilled crossing showing the location of the new crossing as well as the location of Magellan's pipeline.</p> <p>5. Roadway, Driveway, Railroad and Equipment Crossings. No roadway, driveway, railroad or equipment crossings of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract.</p> <p>a. Pipeline Integrity Inspection. A pipeline integrity review shall be performed by Magellan as described in provision "6" under "C. Encroachment Planning" (above).</p> <p>b. Load Bearing and Stress Limit Requirements. Prior to any road, driveway, rail bed or equipment crossing construction, Magellan's engineer must determine whether the proposed compacted cover meets load-bearing requirements and provides adequate protection to limit stress on Magellan's pipeline or other facilities and must advise Owner of any additional requirements necessary to provide adequate protection.</p> <p>c. No Crossing Over Pipeline Bend. Paved surfaces or rail beds shall not be allowed to cross a pipeline bend (point of inflection).</p> <p>d. Minimum Angle of Crossing. Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 30 degrees.</p> <p>e. Pipeline Casing Issues. Magellan prefers that cased roadway and railroad crossings no longer be installed. If the carrier pipe under roadways and railroads requires adjustment or relocation, then instead of using casing, the carrier pipe will consist of extra strength material or heavier wall thickness to accommodate the additional longitudinal stress due to external loads. If a road or railroad crossing currently uses casing and the road or railroad is being widened and no other adjustment or relocation of the carrier pipe is required, then Magellan may elect to extend the casing pipe on the existing crossing(s) to accommodate additional road surface. If casing is used, it must not end under the roadway surface or track structure, but must extend across the entire length of the roadway or railroad right of way.</p> <p>f. Railroad Crossing Requirements. Railroads shall be installed with a</p>	<p>minimum compacted cover over the carrier pipe, as measured from the base of the rail to the top of the pipe, as follows (see Figures 1 and 3):</p> <table border="1"> <thead> <tr> <th>Location of Pipeline</th> <th>Minimum Compacted Cover Over Top of Pipeline</th> </tr> </thead> <tbody> <tr> <td>Under track structure proper (Below bottom of rail)</td> <td>6.0 feet</td> </tr> <tr> <td>Under all other surfaces within the right of way or from the bottom of ditches</td> <td>3.0 feet</td> </tr> </tbody> </table> <p>g. Roadway and Driveway Crossings. Roadways and driveways, shall be installed with a minimum compacted cover over the carrier pipe, as measured from the top of the roadway surface to the top of the pipe, as follows (see Figures 2 and 4):</p> <table border="1"> <thead> <tr> <th>Location of Pipeline</th> <th>Minimum Compacted Cover Over Top of Pipeline</th> </tr> </thead> <tbody> <tr> <td>Under roadway surface proper (Below surface of pavement)</td> <td>4.0 feet</td> </tr> <tr> <td>Under all other surfaces within the right of way or from the bottom of ditches</td> <td>3.0 feet</td> </tr> </tbody> </table> <p>h. Crossing Pipelines Transporting Highly Volatile Liquids. For Magellan pipelines transporting highly volatile liquids, minimum cover for a crossing at a drainage ditch must be 4.0 feet.</p> <p>i. When Additional Depth Required. Depth greater than the minimum depths stated above may be required for a pipeline due to the combined stress of internal pipeline pressure and external loading pressure. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth that may be required for the pipeline for safe operation.</p> <p>j. Temporary Roads and Equipment Crossings. Any such road or crossing must meet the following requirements:</p> <ul style="list-style-type: none"> • Must be located at a site approved by a Magellan field representative. • Must provide adequate protection for Magellan's pipeline and other facilities, as determined by the appropriate Magellan engineer, so that the compacted cover meets load-bearing requirements and provides adequate protection to limit stress on the pipeline or other facilities. 	Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline	Under track structure proper (Below bottom of rail)	6.0 feet	Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet	Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline	Under roadway surface proper (Below surface of pavement)	4.0 feet	Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet	<ul style="list-style-type: none"> • Owner shall place Six-inch wide plastic warning tape, McMaster-Carr No. 8288T12 or equal, over each pipeline for the width of the temporary road or equipment crossing, plus an additional 20 feet past each outside edge of such temporary road or equipment crossing <p>k. Owner Required to Protect Magellan Pipelines. Magellan may require Owner to put in place additional cover and/or stabilization (timbers, steel plate, crushed rock, concrete slab, etc.) at any approved equipment crossing in order to protect Magellan pipelines, taking into account possible effects of weather, pipeline depth, and type of vehicles proposed to cross the pipelines. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth or protection that may be required for safe pipeline operation.</p> <p>l. Heavy Equipment - Definition and Requirements. Heavy equipment shall be defined as vehicles having a gross weight in excess of 80,000 pounds. Heavy equipment shall be prohibited from working directly on top of the active pipeline. For vehicles having a gross weight of 80,000 pounds or less, the pipeline must have a minimum of 4 feet of cover. Magellan must analyze the additional longitudinal stress due to external loads if the vehicles have a gross weight in excess of 80,000 pounds in order to determine required pipeline depth for safe operation.</p> <p>6. Parking Lots and Other Pavement.</p> <p>a. Parking Lot and Pavement Requirements. All parking lots and other pavement installed on Magellan's Easement Tract shall consist of a flexible surface such as asphalt. No reinforced concrete will be allowed.</p> <p>b. Pipeline Depth Under Parking Lot. The depth of Magellan's pipelines under a parking lot must meet or exceed compacted cover requirements listed in the previous "Roadway, Driveway, Railroad, and Equipment Crossings" section above</p> <p>7. Waterway Crossings.</p> <p>a. Pipeline Depth Requirements. If Owner proposes to cross a Magellan pipeline with a waterway (river, stream, creek, irrigation canal, or drainage ditch), such crossing must result in Magellan's pipelines meeting or exceeding the minimum depth below the bottom of the waterway for compliance with then current pipeline construction standards and federal, state, and local regulations.</p> <p>b. Requirements for Waterway Crossings:</p> <ol style="list-style-type: none"> 1) Minimum Angle or Crossing. Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 45 	<p>degrees.</p> <p>2) Vertical Separation Requirements for Waterway Crossing. Pipelines to be crossed must have a minimum vertical separation of five (5) feet, as measured from the bottom of the waterway to the outermost part of a Magellan pipeline, facility or appurtenance</p> <p>3) Adding Weight to Pipeline for Negative Buoyancy. Owner shall bear the cost of Magellan adding sufficient weight or mechanical devices to any Magellan pipeline crossed by a waterway in order to create negative buoyancy for such pipeline.</p> <p>8. Blasting.</p> <p>a. Magellan Written Approval Required - Plan To Be Submitted. Magellan must approve any proposed blasting operations that could affect its pipelines or facilities. Should blasting be necessary, a comprehensive plan must be submitted to Magellan for review and written approval.</p> <p>b. Safety Considerations - Damage Prevention Plan. For safety and preservation of Magellan assets, all blasting shall be in accordance with federal, state, and local governing agencies and the Magellan's "Damage Prevention Plan for Blasting Near Company Facilities". A copy of said plan will be made available upon request.</p> <p>E. EXCAVATION NEAR MAGELLAN PIPELINES.</p> <p>1. STATE "ONE-CALL" REQUIRED. No excavation or activity listed in "A. GENERAL - 1. Encroachment Definition" above shall be performed by Owner in the vicinity of Magellan's facilities or within Magellan's Easement Tract until proper telephone notification has been made to the appropriate "One Call" system and a Magellan representative is on-site to monitor excavation activities. All of the states in which Magellan conducts pipeline operations have "One Call" laws, which require 48-72-hours notification prior to any excavation related activities. After making a One-Call, the state One-Call agency will notify Magellan to mark accurately, in a reasonable and timely manner, the location of the Magellan's pipeline facilities in the vicinity of the proposed encroachment.</p> <p>2. ONE-CALL NOTIFICATION. The following list is provided for convenience, but is not warranted by Magellan to be complete or accurate (telephone numbers were copied from each state's web site on 1/5/2004). Owner is required to acquire and call the appropriate One-Call number(s) for its location of activity.</p>
Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline														
Under track structure proper (Below bottom of rail)	6.0 feet														
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet														
Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline														
Under roadway surface proper (Below surface of pavement)	4.0 feet														
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet														

EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 4 of 4

Current "ONE-CALL" numbers and information can be found on each state's "ONE-CALL" website:

- Arkansas - www.arkonecall.com/ - 800 482-8998
- Colorado - www.uncc2.org/ - 800 922-1987
- Illinois - www.illinois1call.com/ - 800 892-0123
- Iowa - www.iowaonecall.com/ - 800 292-8989
- Kansas - www.kansasonecall.com/ - 800 344-7233
- Minnesota - www.gopherstateonecall.org/ - 800 252-1166
- Missouri - www.mo1call.com/ - 800 344-7483
- Nebraska - www.ne-diggers.com/ - 800 331-5666
- North Dakota - www.ndonecall.com/ - 800 795-0555
- Oklahoma - www.callokie.com/ - 800 522-6543
- South Dakota - www.sdonecall.com/index.asp - 800 781-7474
- Texas - www.texasonecall.com/ - 800 245-4545
- Wisconsin - www.diggershotline.com/ - 800 242-8511

Alternatively, the National One-Call number -- (888) 258-0808 - may be used to register a proposed excavation and to subsequently notify underground utility operators with assets in the vicinity.

3. Excavation Plan Approval. Owner shall submit to Magellan for its approval plans for any proposed excavation on the Magellan Easement Tract. No excavation on Magellan's Easement Tract shall be commenced until Owner has secured Magellan's written approval of the plans. The excavation work shall be in compliance with all applicable laws and regulations. Owner is also referred to the Common Ground Alliance Best Practices (referenced in this document).

4. Magellan Representative On-Site for Excavation. A Magellan representative must be on-site when an excavation is occurring on Magellan's Easement Tract (see provision "2" under "A. General" beginning on page 1).

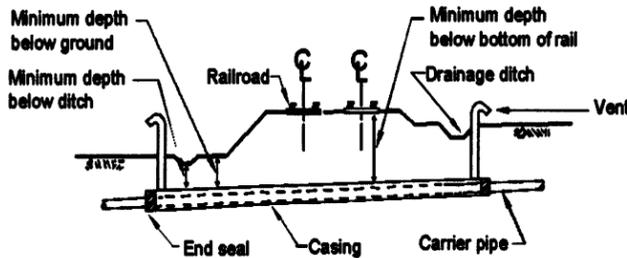
5. Removal of Side-Cutting Teeth from Equipment. Side-cutting teeth shall be removed from buckets of excavating equipment.

6. Parallel Excavating Required. When, in preparation for crossing any Magellan pipeline with any other pipeline or with electric line, communication line, roadway or any other structure or facility, Owner needs to locate a Magellan pipeline by use of mechanical means. Owner must perform such locating activity by excavating parallel to the Magellan pipeline with such mechanical means, but

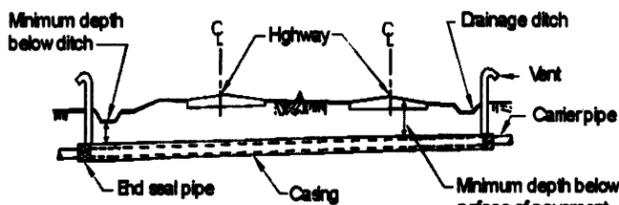
shall cease using the mechanical means when it reaches a point within two feet of the Magellan pipeline (see next provision).

7. Exposing Pipeline by Hand. Excavating within 2 feet of any Magellan pipeline shall be done by *hand-digging* until the pipeline is exposed and its location is accurately known. Then, Owner must position the excavation equipment so that from the point of operations the equipment will not reach within 2 feet of any Magellan pipeline.

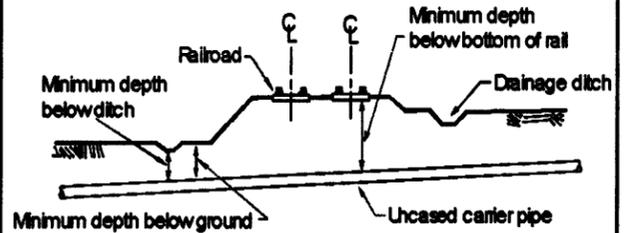
RAILROAD AND HIGHWAY CROSSINGS



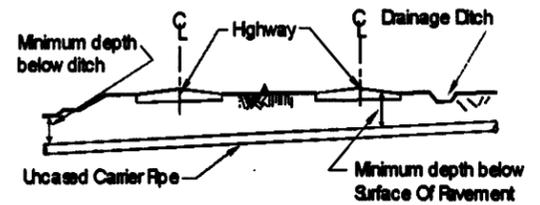
CASED RAILROAD CROSSING
FIGURE 1



CASED HIGHWAY CROSSING
FIGURE 2



UNCASED RAILROAD CROSSING
FIGURE 3

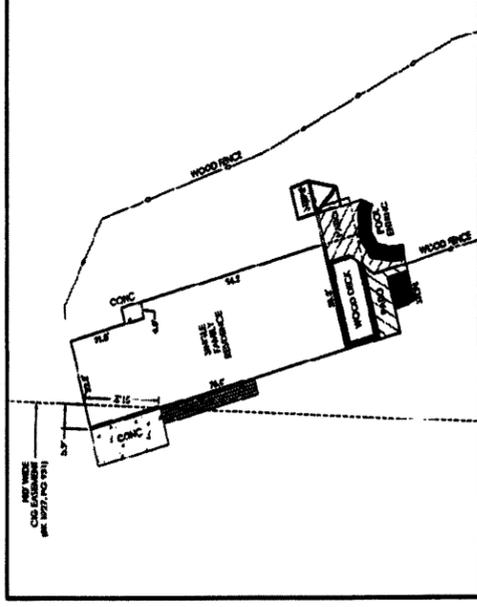
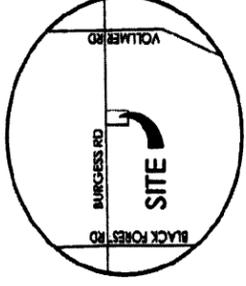
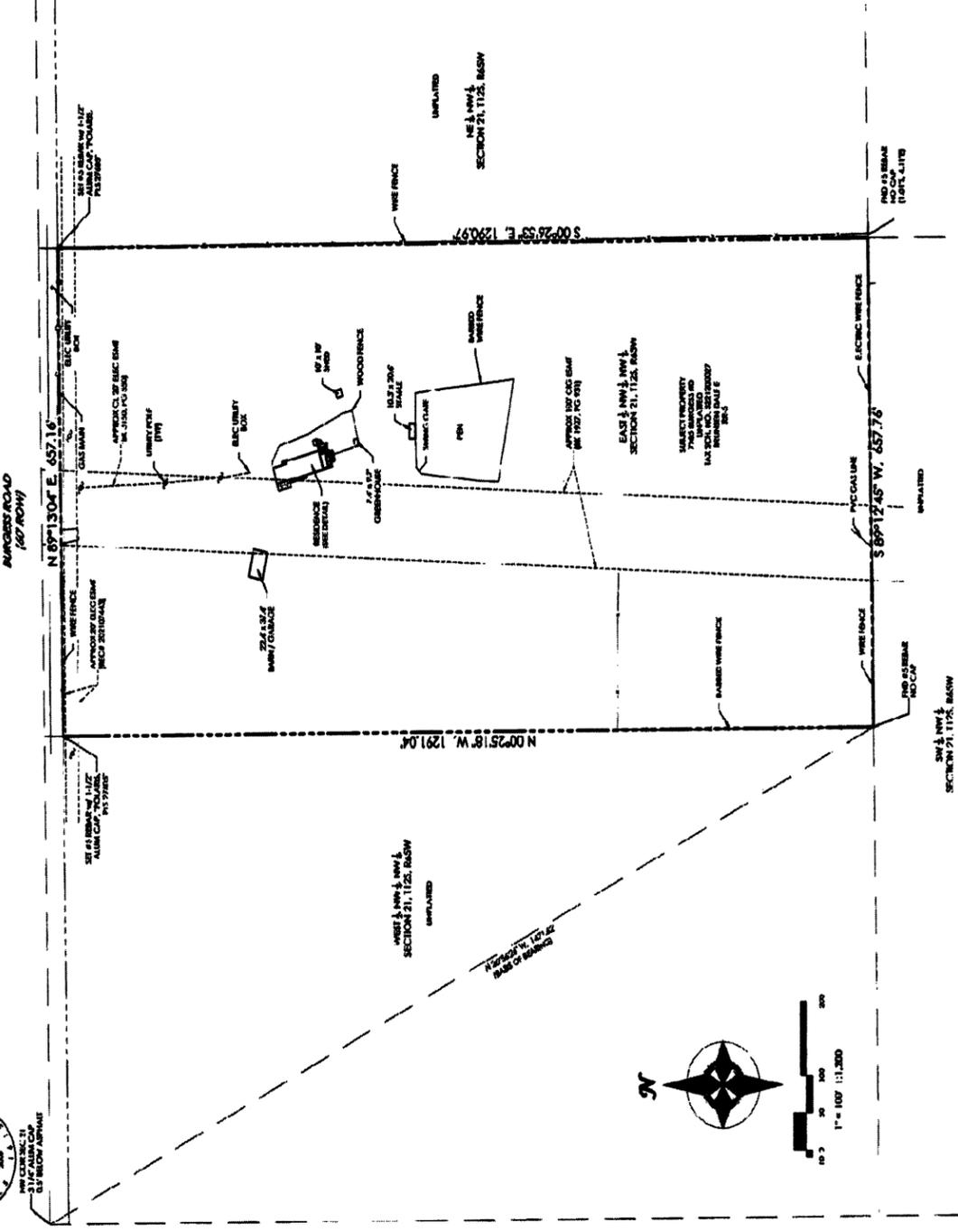
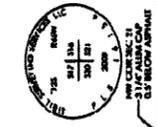


UNCASED HIGHWAY CROSSING
FIGURE 4

IMPROVEMENT SURVEY PLAT EXHIBIT "C" Page 1 of 1

FOR 7985 BURGESS ROAD

LOCATED IN THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO



RESIDENCE DETAIL
SCALE 1" = 20'

LEGAL DESCRIPTION

THE EAST 1/4 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, EXCEPT THE NORTH 30.00 FEET THEREOF, CONTAINING 4881.66 SQ. FT. (111.465 AC) MORE OR LESS.

NOTES

1. BASE OF BEARING STATEMENTS FOR POLARIS CONCERNING THE PRACTICE OF LAND SURVEYING, SECTION 601.24 - THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, IS 147.12 FEET.
2. SET AS BEARING WITH ALUMINUM CAP MARKED "POLARIS - PLS 37697" AT ALL CORNERS UNLESS SHOWN OTHERWISE.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POLARIS SURVEYING, INC. NO DETERMINE OWNERSHIP OR INTERESTS OF RECORD. FOR ALL INFORMATION REGARDING THIS SURVEY, CONTACT POLARIS SURVEYING, INC. AT 1000 N. WASHINGTON STREET, SUITE 100, DENVER, CO 80202. POLARIS SURVEYING, INC. IS A MEMBER OF THE NATIONAL ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, FILE NO. 77807123 DATED 09/15/2020.
4. FLOODPLAIN STATUTING: THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) AS ESTABLISHED BY FEMA FOR FIRM PANEL 0804110335CS. EFFECTIVE DATE: 12/7/2018.
5. UNEQUAL LINES USED FOR THIS SURVEY ARE U.S. SURVEY FEET.
6. LAND SURVEY PLAT FILED UNDER DEPOSIT #6900088 OF THE RECORDS OF EL PASO COUNTY, COLORADO, WAS USED AS A REFERENCE FOR THIS SURVEY.

I, RANDALD HENCK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY STATE AND DECLARE THAT THE ACCOMPANYING LAND SURVEY PLAT WAS SURVEYED AND DRAWN UNDER MY PERSONAL CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, THE SIZE, BEARING, DISTANCE, AND ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, HAVE BEEN MET AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTEE OF WARRANTY, EITHER EXPRESSED OR IMPLIED.



MONUMENTED SURVEY PLAT DEPOSITING CERTIFICATION

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ AM, THIS _____ DAY OF _____, 2024, A.D., AND IS DULY RECORDED IN RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHUCK BROSBAM, COUNTY CLERK & RECORDER

BY: _____ DEPUTY RECORDER

IMPROVEMENT SURVEY PLAT
7985 BURGESS ROAD
E1/2, NE1/4, NE1/4, S21, T12S, R65W

MVE, INC.
ENGINEERS & SURVEYORS

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 27405

REGISTERED PROFESSIONAL ENGINEER NO. 11148

REGISTERED PROFESSIONAL SURVEYOR NO. 10109/28

REGISTERED PROFESSIONAL ENGINEER NO. 10109/28

REGISTERED PROFESSIONAL SURVEYOR NO. 10109/28

REGISTERED PROFESSIONAL ENGINEER NO. 10109/28

REGISTERED PROFESSIONAL SURVEYOR NO. 10109/28

Return to: Loan Department, Stockmens Bank, 25 N. Cascade Avenue, Suite 100, Colorado Springs, CO 80903

Space Above This Line For Recording Data

DEED OF TRUST

(With Future Advance Clause)

This is a Revolving Credit Arrangement

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is November 25, 2020. The parties and their addresses are:

GRANTOR:

RAMSES II PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
A Colorado Limited Liability Company
312 S. Weber Street, Suite 260
Colorado Springs, CO 80903

TRUSTEE:

PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO

LENDER:

STOCKMENS BANK
Organized and existing under the laws of Colorado
25 N. Cascade Avenue, Suite 100
Colorado Springs, CO 80903

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
A. Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

The East Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in Book 692 at Page 252, El Paso County, State of Colorado.

TOGETHER WITH:

The West Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in Book 692 at Page 252, El Paso County, State of Colorado.

The property is located in El Paso County at 7985 Burgess Road, Colorado Springs, Colorado 80908. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$650,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 90001741, dated November 25, 2020, from



Ramses II Properties, LLC, A Colorado Limited Liability Company, Ozymandias Holdings, LLC and Donnie W. Wisenbaker (Borrower) to Lender, with a maximum credit limit of \$650,000.00.

B. Future Advances. All future advances from Lender to Ramses II Properties, LLC, A Colorado Limited Liability Company, Ozymandias Holdings, LLC and Donnie W. Wisenbaker under the Specific Debts executed by Ramses II Properties, LLC, A Colorado Limited Liability Company, Ozymandias Holdings, LLC and Donnie W. Wisenbaker in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Ramses II Properties, LLC, A Colorado Limited Liability Company, Ozymandias Holdings, LLC and Donnie W. Wisenbaker either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from Ramses II Properties, LLC, A Colorado Limited Liability Company, Ozymandias Holdings, LLC and Donnie W. Wisenbaker to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien,



encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Grantor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

12. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

- A. **Power.** Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.
- B. **Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.
- C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

14. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

15. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants, conveys to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).



In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

16. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments.** Grantor or Borrower fail to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
- C. Business Termination.** Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform.** Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements.** Grantor is in default on any other debt or agreement Grantor has with Lender.
- G. Misrepresentation.** Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Grantor fails to satisfy or appeal any judgment against Grantor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Material Change.** Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.
- N. Erosion.** Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.



O. Insecurity. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

17. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property or foreclose on installments without acceleration. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of Grantor's default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon the sale of the Property, to the extent not prohibited by law, and at such time purchaser is legally entitled to it, Trustee shall make and deliver a deed to the Property sold which conveys title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all monies advanced for repairs, taxes, insurance liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to persons legally entitled to it. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or



any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at



a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

22. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

24. USE OF PROPERTY. Grantor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Grantor becomes aware of such a violation, Grantor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Grantor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Grantor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

25. FIXTURE FILING. Grantor gives to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument constitutes a financing statement and is to be recorded in the real estate records.

26. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

B. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

27. APPLICABLE LAW. This Security Instrument is governed by the laws of Colorado, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

28. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor severally or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

29. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

30. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

31. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.



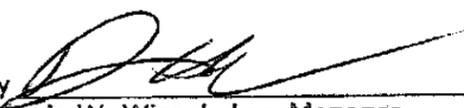
32. WAIVER OF JURY TRIAL. All of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

Ramses II Properties, LLC, A Colorado Limited Liability Company

By Ozymandias Holdings, LLC, Member

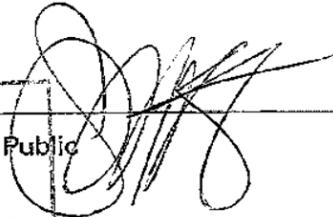
By  Date 11/25/20
Donnie W. Wisenbaker, Manager

ACKNOWLEDGMENT.

State of Colorado, County of El Paso ss:

This record was acknowledged before me on 11-25-2020 by Donnie W. Wisenbaker as Manager of Ozymandias Holdings, LLC as Member of Ramses II Properties, LLC, a Colorado Limited Liability Company.

My commission expires:


SARA BREMENKAMPE
NOTARY PUBLIC Notary Public
STATE OF COLORADO
NOTARY ID 20024022404
My Commission Expires 07-27-2022



384535

Ditto - see file 157463-4
Right of Way Deed 692-252

Ad 5
110

The Edgar Lumber and Box Company,
R. E? Johnson, Pres., Attest:
L. M. Burnett, Secretary, (Corporate Seal)

126
101

\$1.
June 12, 1925.
June 13, 1925,
Harry W. Davis, N.P.
El Paso Co. Colo. (Seal)
June 13, 1925,
2:54 P.M.

to

148408

El Paso County, an organized County
within the State of Colorado.

192610 - all

Quit claims for the purpose of constructing and maintaining
thereon a Public Highway, all the following described land situate, lying
and being in the County of El Paso and State of Colorado, to-wit:

The South 30 feet and the East 30 feet of Section 23; the East 30
feet of Section 14; the West 30 feet and the South 30 feet of Section 13;
the West 30 feet and the North 30 feet of Section 24, all in Township 12
South, Range 66 West of the 6th P.M. Also the North 30 feet of Section
19; the South 30 feet of Section 18; the South 30 feet of Section 17; the
North 30 feet of Section 21; the North 30 feet of Section 22; the South 30
feet of Section 15; the South 30 feet of Section 14; the North 30 feet of
Section 23 and the East 30 feet of the Northeast quarter of Section 23, all
in Township 12 South, Range 65 West of the 6th P.M.

8
157463

Received at 8³² o'clock A. M. JUL 2 1962
Reception No. 255850 HARRIET BEALS

BOOK 1927 PAGE 931

PARTIAL RELEASE OF
RIGHT OF WAY AGREEMENTS

THIS AGREEMENT made and entered into this 4th day of September, 1962, by and between COLORADO INTERSTATE GAS COMPANY, a Delaware corporation, herein-after referred to as first party, and CHARLES E. HALL and WILLIAM A. HALL, hereinafter referred to as second parties;

WITNESSETH THAT:

Whereas, heretofore on September 13, 1927, C. A. Weinberger executed a right of way agreement in favor of Colorado Interstate Gas Company, which right of way agreement is recorded in Book 798, at page 167 in the Office of the County Clerk and Recorder of El Paso County, Colorado, and

Whereas, heretofore on June 7, 1933, H. F. Benson executed a right of way agreement in favor of Colorado Interstate Gas Company, which right of way agreement is recorded in Book 852, at page 445 in the Office of the County Clerk and Recorder of El Paso County, Colorado, and

Whereas, a part of the lands covered and affected by the terms of said right of way agreements is the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-one (21), Township Twelve (12) South, Range Sixty-five (65) West, El Paso County, Colorado. which NW/4 NW/4 of Section 21 is presently owned by second parties, and

Whereas, upon request made by second parties, Colorado Interstate Gas Company now desires to limit the width of its right of way across a portion of said NW/4 NW/4 of Section 21-12S-65W, it not being the intent and purpose of this instrument to limit in any way any rights in the lands described in said right of way agreements other than the NW/4 NW/4 of Section 21-12S-65W;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the premises and of the covenants and agreements of second parties hereinafter set forth, Colorado Interstate Gas Company does hereby limit said rights of way across the NW/4 NW/4 of Section 21-12S-65W to the following described tract of land:

Said right of way and easement being a strip of land 100 feet in width throughout, the center line of which is described as follows:

Beginning at a point on the South property line of said NW/4 NW/4 of Section 21-123-65W, El Paso County, Colorado, which point of beginning is 906.5 feet in an easterly direction with and along said South property line from the southwest corner of said NW/4 NW/4 of said Section 21; thence with and along the center line of said right of way and easement 100 feet in width, North 2° 30' East, 1323.5 feet to the point of exit on the North property line of said NW/4 NW/4 of Section 21, which point of exit is 967 feet in an easterly direction with and along said North property line from the northwest corner of said NW/4 NW/4 of said Section 21-123-65W;

Said right of way and easement being more fully described on Colorado Interstate Gas Company plat No. U-137-1/8, attached hereto and made a part hereof.

In consideration of the above, second parties for themselves, their successors and assigns, hereby agree

(1) Not to build, construct or create, nor to permit others to build, construct or create, any buildings or structures of any kind on the above described right of way, and that no part of the above right of way 100 feet in width shall be included or sold as a portion of a building or subdivision lot.

(2) Not to give, grant or convey any other right of way or easement of any kind on the above described right of way.

(3) Not to build, construct or operate or maintain any street, roadway, thoroughfare, water line, drainage line or any other pipeline or installation of any description over, under and along the course of said right of way above described. There is, however, reserved to second parties the right to construct and maintain sewer lines, water lines, storm sewers diagonally across the above described right of way 100 feet in width, subject to the following conditions:

(a) Any of the above described pipeline facilities shall be installed at least 24 inches beneath the bottom of any natural gas pipeline or lines presently existing or hereafter installed by Colorado Interstate Gas Company.

(b) Prior to the installation of any such facilities, second parties, their successors and assigns, shall give notice in writing to Colorado Interstate Gas Company of their intention to so install such facilities, and second parties agree not to

begin construction of said facilities unless a representative of Colorado Interstate Gas Company is present to supervise such construction work.

Upon approval and consent by Colorado Interstate Gas Company, second parties, their successors and assigns, may construct streets and roads diagonally across the above described right of way 100 feet in width, it being understood that the number of such road crossings shall be kept to a minimum.

Colorado Interstate Gas Company hereby agrees to pay any damages which may arise in laying, maintaining, operating or removing its pipelines.

This agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

EXECUTED this 4th day of September, 1962.



Asst. Secretary

COLORADO INTERSTATE GAS COMPANY



By: Thomas L. Lebean
Vice President



- First Party -

Charles E. Hall
Charles E. Hall

William A. Hall
William A. Hall

- Second Parties -

ACKNOWLEDGMENT

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

Before me, a Notary Public in and for said County and State, on this
4th day of September, 1962, personally appeared _____
Thomas L. Pelican

to me known to be the identical person who subscribed the name of the maker
thereof to the foregoing instrument as its Vice President, and acknowledged
to me that he executed the same as his free and voluntary act and deed and
as the free and voluntary act and deed of such corporation for the uses
and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year last above written.



Edw. H. [Signature]
Notary Public

My Commission expires:
_____ 20, 1965

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

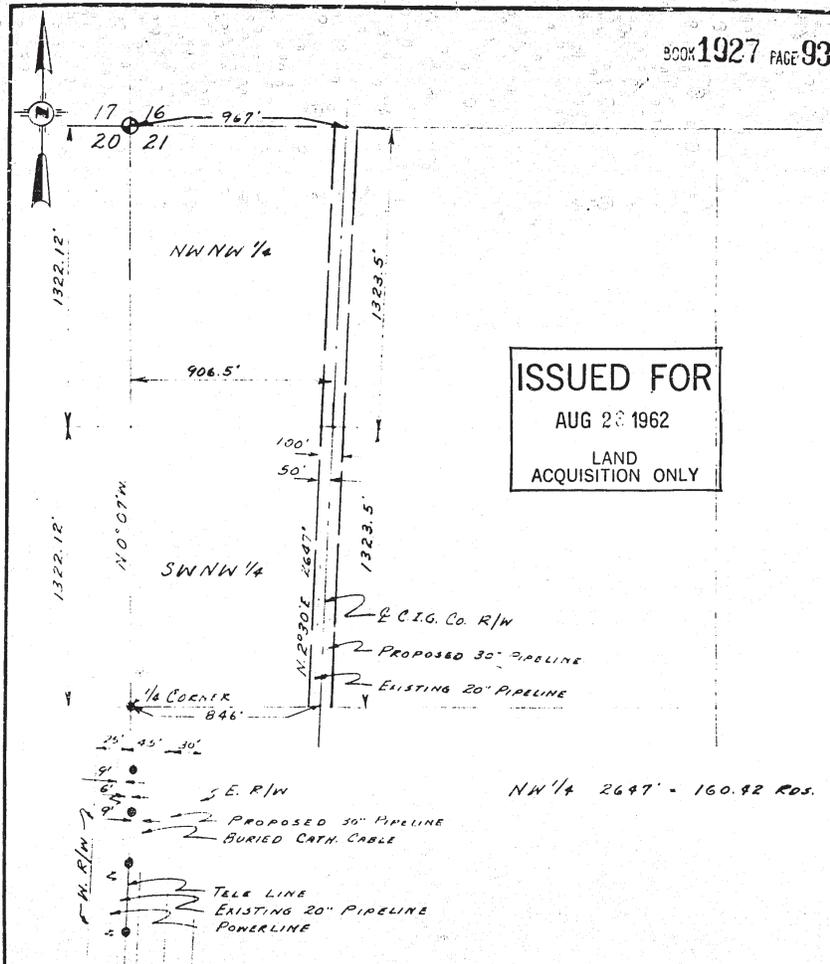
Before me, a Notary Public in and for said County and State, on this
2nd day of September, 1962, personally appeared CHARLES E. HALL
and WILLIAM A. HALL, to me known to be the identical persons who executed
the within and foregoing instrument and acknowledged to me that they
executed the same as their free and voluntary act and deed for the uses
and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year last above written.



[Signature]
Notary Public

My Commission expires:
February 17, 1966



ISSUED FOR
AUG 23 1962
LAND
ACQUISITION ONLY

STRIP MAR 4-89

					COLORADO INTERSTATE GAS COMPANY COLORADO SPRINGS, COLORADO		
					LAND PLAT		
					PIPELINE X-ING TIPPIN HILL SUBD.		
					NW 1/4 SEC. 21 T. 12. S R. 65. W		
					EL PASO COUNTY COLORADO		
2	REDRANN	1/4/62	WK		SCALE 500'	DRAWN CER	APP. JEC
1	REDRANN	2/4/62	CHK		DATE 8-1-62	CHECKED FW	C.O. NO.
REVISIONS							U-13718



GRANT OF RIGHT OF WAY

Dale E. and Adelgunda B.K. Brunson

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

Twenty (20) feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows: Ten (10) feet either side of the power line and other fixtures to include guy wires as necessitated by good engineering practices. In the County of El Paso, State of Colorado, which is known as 7985 Burgess Road.

in pt Section 21 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 remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land

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

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

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

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

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

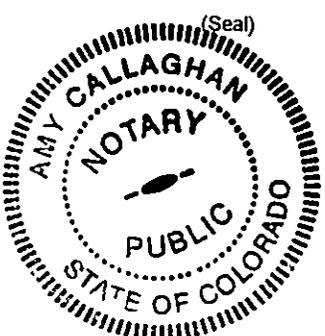
DATED: 6/12/02

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The within instrument was acknowledged before me this 12th day of JUNE, 2002

By Dale E. & Adelgunda B.K. Brunson
(Print the name(s) signed above)

WITNESS my hand and official seal



Account No. _____
02-1035 ac
Work Order No. _____

Notary Public
Amy Callaghan
1850 Fifth Street
Limon, Co 80828-1800

My Commission Expires _____
My Commission Expires April 22, 2004

**AGREEMENT**

Tract: 9A-Tract 102; 212A-Tract 117; E½ of NW¼ Section 21 Township 12 South Range 65 West

County: El Paso

State: Colorado

THIS AGREEMENT is made and entered into this 10th day of November, 2020 by and between Colorado Interstate Gas Company, L.L.C. ("CIG"), a Delaware limited liability company, with an office at 2 N, Nevada, Colorado Springs, Colorado 80903, and Ramses II Properties, LLC, ("Ramses") a Colorado limited liability company, whose address is 312 S. Weber Street, Suite 260, Colorado Springs, CO 80903. CIG and Ramses may be individually referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, Colorado Interstate Gas Company entered into certain Right of Way Agreements (the "Company Easement"), to wit: a Right of Way Agreement executed on September 13, 1927 and recorded in Book 798 Page 167; a Partial Release of Right of Way Agreement executed on September 4, 1962, and recorded in Book 1927, Pages 931-936, Reception No. 255850; and a Partial Release of Right of Way Agreement executed on December 10, 1965 recorded on December 30, 1965, Reception No. 455546, Book 2111 Pages 807-809; all in the records of the El Paso County Recorder, State of Colorado, and (collectively the "CIG Easement"), and;

WHEREAS, CIG is successor to FORD, BACON & DAVIS, Inc. and to the above-referenced Agreements, and;

WHEREAS, CIG operates certain pipelines and pipeline related facilities (the "Company Facilities") under, upon, over, through and across the Company Easement, and;

WHEREAS, All parties hereto, as represented by the undersigned, acknowledge that a recent survey of the real property located at 7985 Burgess Road, Colorado Springs, Colorado 80908 (the "Property"), conducted by MVE, Inc., attached hereto, stamped October 9, 2020, revealed encroachments by the corner of a garage of approximately two (2) feet on the Western easement boundary and an encroachment by the corner of a house of approximately six (6) feet on the Eastern easement boundary of the one hundred (100) foot right of way granted.

NOW, THEREFORE in consideration of the mutual covenants herein stated, and because these encroachments have been present since 1978, CIG and Ramses agree as follows:

- 1) In the event that RAMSES decides to demolish the garage and/or house, Ramses will coordinate the demolition with CIG in order to ensure the safety and stability of CIG's pipelines, and Ramses agrees that any new structure to be built on that property by Ramses or its agent will not encroach on the right of way. **A Company representative shall be on-site to monitor any construction activities within twenty-five (25) feet of Company Facilities. Owner shall notify CIG at (303) 261-4296 at least seventy-two (72) hours prior to commencing any construction or demolition activities.**
- 2) In the event that Ramses decides to keep the garage and/or house in place, CIG agrees to waive objection to the encroachments so long as the structures are not expanded in such a way as to further encroach on the right of way. Ramses shall not replace or modify the Encroachment without CIG's prior written consent, which CIG may withhold or condition in its sole discretion.
- 3) Regardless of which scenario Ramses chooses to pursue, Ramses hereby acknowledges that no other permanent structure will be allowed on the right-of-way. If Ramses desires to construct a non-permanent structure that would encroach on the right-of-way, Ramses further agrees to consult with CIG to draft an encroachment agreement in accordance with the easement restrictions and the encroachment requirements of CIG.
- 4) It is understood and agreed by the parties hereto that all other terms, conditions, provisions, and agreements of said Right of Way Agreements noted above shall remain in full force and effect and the agreements are binding upon the Parties and their successors and assigns.

THE STATE OF Colorado

COUNTY OF El Paso

§
§
§

This instrument was acknowledged before me on this the 10th day of November, 2020,

by Floyd C. Robertson (name), as Attorney-in-fact

(type of authority, e.g., officer, trustee, etc.) of Colorado Interstate Gas Company (company)

on behalf of and as the act of the said entity.

{Seal}

May 13, 2023
Commission Expires

Clara Lucero
Notary Public

CLARA LUCERO
Notary Public
State of Colorado
Notary ID # 20034011800
My Commission Expires 05-13-2023

IMPROVEMENT SURVEY PLAT

FOR

7985 BURGESS ROAD

LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION
THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, EXCEPT THE NORTH 30.00 FEET THEREOF, CONTAINING 848,749 SF. (19,485 AC) MORE OR LESS.

NOTES

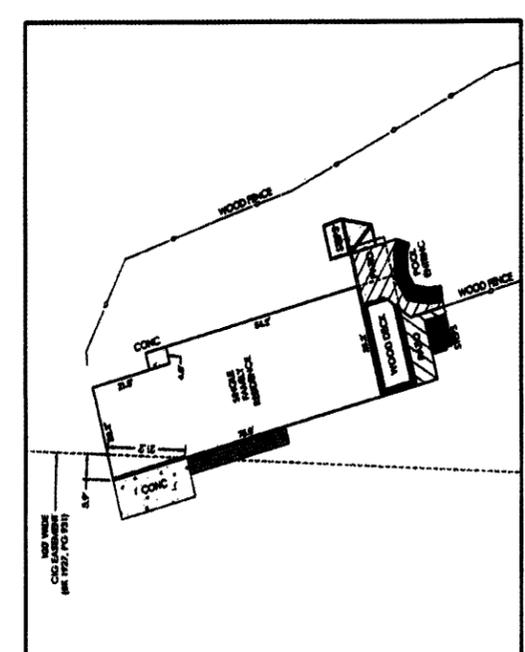
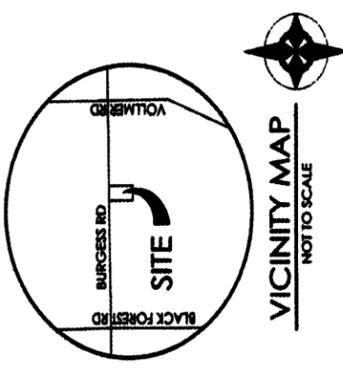
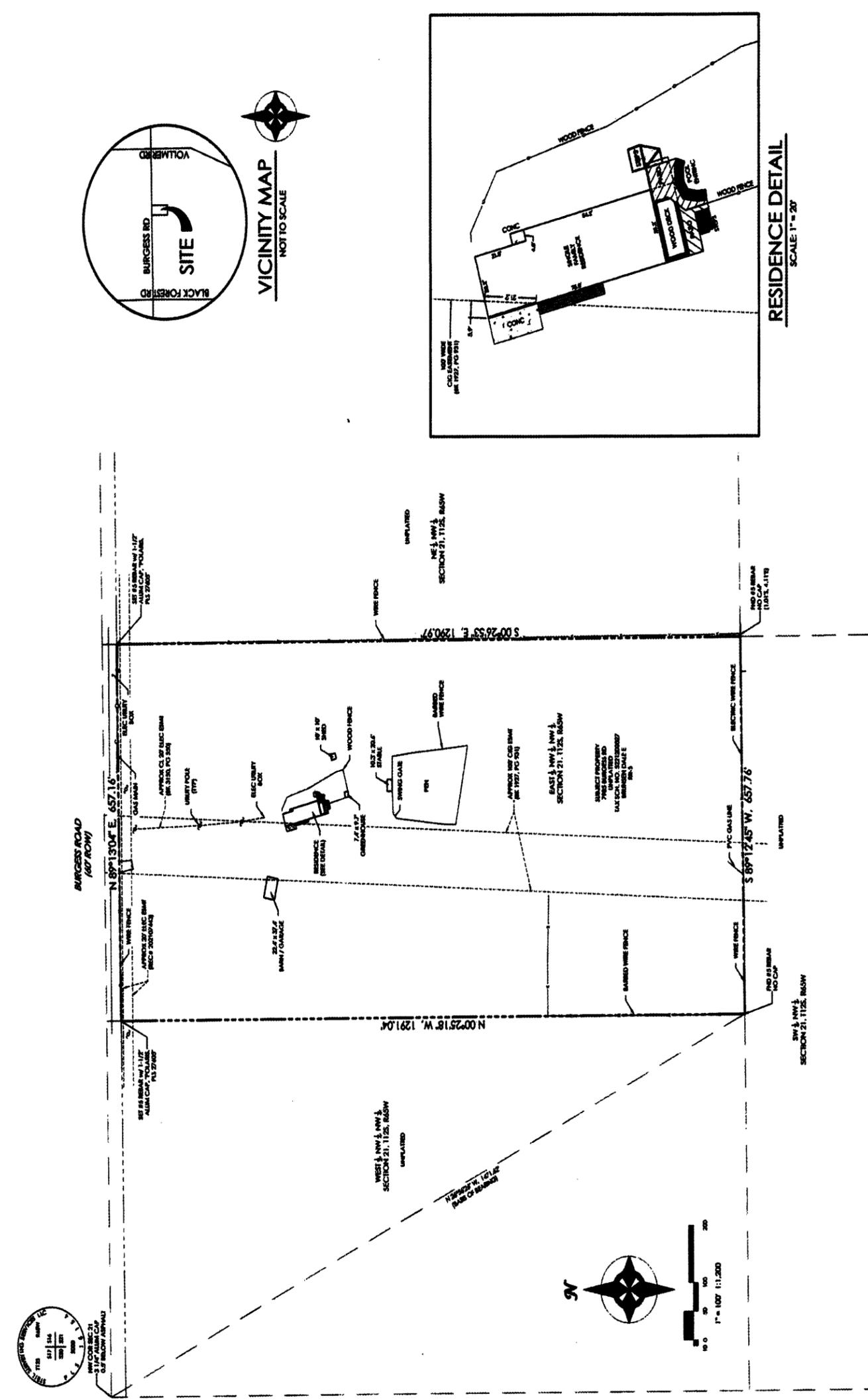
1. BASIS OF BEARING STATEMENTS PER POLICIES CONCERNING THE PRACTICE OF LAND SURVEYING, SECTION 80.1.2.4 - THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTS DESCRIBED ON PLAT, AS BEARING N48°56'35"W, 1,471.42.
2. SET #5 REBAR WITH ALUMINUM CAP MARKED POLARS - PLS 27607 AT ALL CORNERS UNLESS SHOWN OTHERWISE.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POLARS SURVEYING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, POLARS SURVEYING, INC. RELIED UPON TITLE INSURANCE POLICY PREPARED BY EMPIRE TITLE OF COLORADO SPRINGS, FILE NO. 77071ECS DATED 09/15/2008.
4. FLOODPLAIN STATEMENT: THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) AS ESTABLISHED BY FEMA PER FROM PANEL 080410355G, EFFECTIVE DATE 12/7/2018.
5. LINEAL UNITS USED FOR THIS SURVEY ARE U.S. SURVEY FEET.
6. LAND SURVEY PLAT FILED UNDER DEPOSIT #990058, OF THE RECORDS OF EL PASO COUNTY, COLORADO, WAS USED AS A REFERENCE FOR THIS SURVEY.

L. RANDALL D. HENCKY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HAS SURVEYED AND DRAWN UNDER MY RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, PARCEL DELINEATION THEREOF, AND IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE THAT THE REQUIREMENTS OF TITLE INSURANCE POLICY PREPARED BY EMPIRE TITLE OF COLORADO SPRINGS, INC. ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

MONUMENTED SURVEY PLAT DEPOSITING CERTIFICATION
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 2020, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHUCK BROSBAMAN, COUNTY CLERK & RECORDER
BY: _____ DEPUTY
FEE: _____ SURCHARGE: _____

RESIDENCE DETAIL
SCALE 1" = 20'



IMPROVEMENT SURVEY PLAT
7985 BURGESS ROAD
E1/2, NE1/4, NE1/4, S21, T12S, R65W

MVE, INC.
ENGINEERS & SURVEYORS
1903 Liberty Street, Suite 300
Colorado Springs, CO 80909
719.533.2528, www.mveinc.com

DATE: 09/15/20
DRAWN BY: 61146-BP-FS
CHECKED BY: 61146-BP-FS
SCALE: 1" = 20'

220193513
PGS 2

11/30/2020 10:29 AM
\$18.00 DF \$65.00

Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 Y

WARRANTY DEED

THIS DEED, made this 15th day of October, 2020, between Dale E. Brunson of the County of El Paso and State of Colorado, grantor(s), and Ramses II Properties, LLC, a Colorado limited liability company whose legal address is 7985 Burgess Road, 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 TEN DOLLARS AND 00/100 (\$10.00), AND **OTHER GOOD AND VALUABLE CONSIDERATION**, 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:

FOR LEGAL DESCRIPTION SEE EXHIBIT A

also known by street and number as: 7985 Burgess Road, 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;

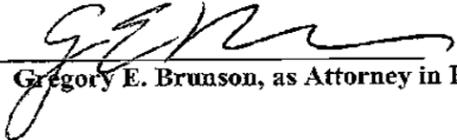
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling 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 for general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any, subject to the statutory exception as defined in C.R.S. §38-30-113, revised.

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.

Dale E. Brunson


By: Gregory E. Brunson, as Attorney in Fact

State of Texas

County of Williamson

}
} ss.
}

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20 day of October, 2020 by Gregory E. Brunson, as Attorney in Fact for Dale E. Brunson.

My Commission expires: Jan 11, 2023

Witness my hand and official seal.


Notary Public

DOC FEE: \$70.00
\$15.00

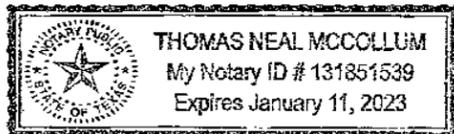


EXHIBIT "A"

LEGAL DESCRIPTION

The East Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in Book 692 at Page 252, El Paso County, State of Colorado.

TOGETHER WITH:

The West Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 21 South, Township 12, Range 65 West of the 6th P.M., except the Northerly 30 feet thereof for road purposes as set forth in Right-of-Way Deed recorded in Book 692 at Page 252, El Paso County, State of Colorado.