

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: 07/01/2020
File No: 57416ECS
Property Address: vacant land, Colorado Springs, CO
Buyer\Borrower: TBD
Seller: Todd James Stephens

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

Escrow Officer: Cherrylyn Villena 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: Cherrylyn@etcos.com	Title Officer: Karina Low Empire Title of Colorado Springs, LLC c/o ET Production Services, LLC
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Escrow Processor:
Annette Biggs
E-Mail: **annette@etcos.com**
Phone: **719-884-5300**

Buyer:
TBD

DELIVERED VIA: AGENT

Seller:
Todd James Stephens
4164 Austin Bluffs Parkway, Suite 361
Colorado Springs, CO 80918
DELIVERED VIA: E-MAIL

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Other:

Drexel, Barrell & Co.
3 S 7th Street
Colorado Springs, CO 80905
Phone: **719-260-0887** Fax: **719-260-8352**
Attn: **Tim McConnell**

DELIVERED VIA: E-MAIL

Changes: Amended Schedule A

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

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.



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 For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Empire Title of Colorado Springs, LLC

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



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY’S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired 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, the 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. 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.

STANDARD EXCEPTIONS

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

1. Effective Date: **June 22, 2020, 07:30**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured: **TBD**
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
Proposed Insured:

Proposed Policy Amount:

<i>To Be Determin. Search Fee End</i>	\$	250.00
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Total:	\$	250.00
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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:
Todd James Stephens

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

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **vacant land, Colorado Springs, CO**
APN: **5329400013**

Countersigned
Empire Title of Colorado Springs, LLC

By:



Karina Low

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EXHIBIT "A"

A parcel of land lying within the East half of Section 29, Township 13 South, Range 65 West of the 6th Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows:

Bearings are based on the South line of Chateau at Antelope Ridge Filing No. 2, monumented at its West end with a #4 rebar and yellow plastic cap, PLS 24964 and at its East end with a #5 rebar and orange plastic cap, PLS 38141, and assumed to bears N 89° 56' 53" E.

Beginning at the Southwest corner of Lot 1, Chateau at Antelope Ridge Filing No. 2 as recorded at [Reception No. 202192387](#), said point also lying on the East right of way line of Antelope Ridge Drive; thence the following ten (10) courses along the South line of said Chateau at Antelope Ridge Filing No. 2:

1. N 89° 56' 53" E, a distance of 670.94 feet;
2. S 77° 13' 21" W, a distance of 296.79 feet;
3. S 14° 41' 09" E, a distance of 81.11 feet;
4. S 77° 39' 54" E, a distance of 397.87 feet;
5. N 63° 24' 07" E, a distance of 97.95 feet;
6. N 47° 01' 52" E, a distance of 173.02 feet;
7. 54.01 feet along the arc of 50.64 foot radius non-tangential circular curve to the right, having a central angle of 61° 06' 12" and a chord that bears S 85° 42' 14" E 51.48 feet;
8. S 50° 34' 05" E, a distance of 287.41 feet;
9. N 03° 10' 04" W, a distance of 254.58 feet;
10. N 89° 56' 53" E, a distance of 70.30 feet;

thence N 89° 42' 51" E, a distance of 58.38 feet to a point on the West right of way line of Marksheffel Road as recorded in [Reception No. 209071394](#); thence the following seven (7) courses along the West right of way line of said Marksheffel Road:

1. S 00° 35' 15" E, a distance of 53.57 feet;
2. 460.83 feet along the arc of a 7,920.00 foot radius tangential circular curve to the right, having a central angle of 03° 20' 02" and a chord that bears S 01° 04' 46" W 460.76 feet;
3. S 02° 44' 47" W, a distance of 207.46 feet;
4. 447.12 feet along the arc of a 8,580.00 foot radius tangential circular curve to the left, having a central angle of 02° 59' 09" and a chord that bears S 01° 15' 13" W 447.07 feet;
5. S 00° 14' 22" E, a distance of 943.87 feet;
6. S 28° 00' 31" W, a distance of 54.00 feet;
7. S 59° 51' 00" W, a distance of 73.00 feet to a point on the North right of way line of North Carefree Circle as recorded in [Reception No. 205015091](#);

thence the following three (3) courses along the North right of way line of said North Carefree

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Circle:

- 1. S 89° 49' 32" W, a distance of 113.86 feet;**
- 2. 407.83 feet along the arc of a 1,060.00 foot radius tangential circular curve to the left, having a central angle of 22° 02' 39" and a chord that bears S 78° 48' 13" W 405.32 feet to a point of reverse curvature;**
- 3. 288.59 feet along the arc of a 940.00 foot radius tangential circular curve to the right, having a central angle of 17° 35' 25" and a chord that bears S 76° 34' 35" W 287.46 feet to a point on the East right of way line of said Antelope Ridge Drive;**

thence the following four (4) courses along the East right of way line of said Antelope Ridge Drive:

- 1. N 00° 00' 00" E, a distance of 712.81 feet;**
- 2. 762.65 feet along the arc of a 1,280.00 foot radius tangential circular curve to the left, having a central angle of 34° 08' 17" and a chord that bears N 17° 04' 08" W 751.42 feet to a point of reverse curvature;**
- 3. 928.37 feet along the arc of a 1,560.00 foot radius tangential circular curve to the right, having a central angle of 34° 05' 50" and a chord that bears N 17° 05' 22" W 914.73 feet;**
- 4. N 00° 04' 30" W, a distance of 35.51 feet to the point of beginning.**

COMMITMENT FOR TITLE INSURANCE

Issued by

*Westcor Land Title Insurance Company***SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

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.
5. **Release by the Public Trustee of the County of El Paso of the Deed of Trust from Todd James Stephens, for the use of FirstBank, to secure \$780,000.00 dated May 6, 2014 recorded May 6, 2014 at [Reception No. 214037869](#). Modification of said Deed of Trust recorded June 14, 2017 at [Reception No. 217068826](#).**
6. **Release by the Public Trustee of the County of El Paso of the Deed of Trust from Todd James Stephens, for the use of Huzella Productions, Inc., to secure \$200,000.00 dated January 23, 2018 recorded January 26, 2018 at [Reception No. 218010513](#).**
7. **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and

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signed by either the grantor or grantee.

NOTE: The Company may make other requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

REQUIREMENTS NOT TO BE RECORDED:

A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.

B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded May 6, 2014 as [Reception No. 214037868](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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SCHEDULE B, PART II

Exceptions

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

The Policy 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. UNRECORDED GRAZING LEASE TO RAYMOND POWERS, LESSEES DATED JANUARY 1, 1986.
10. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded February 19, 1877 in [Book 35 at page 97](#), September 8, 1891 in [Book 143 at Page 374](#), and July 2, 1903 in [Book 350 at Page 32](#).
11. Right of way granted to Colorado Telephone Co. to construct, operate and maintain its lines recorded June 9, 1905 in [Book 401 at Page 23](#). Assigned to the Mountain States Telephone and Telegraph Company in instrument recorded August 5, 1911 in [Book 482 at Page 190](#).

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

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12. Reservation of coal together with the right to prospect for, mine, and remove coal as contained in United States Patent recorded November 2, 1915 in [Book 526 at Page 311](#).
13. Right of way and Easement granted to Mountain View Electric Association for electrical transmission and distribution purposes and for telephone line recorded December 1, 1964 in [Book 2046 at Page 703](#).
14. Notice concerning underground electric cables and facilities of Mountain View Electric Association recorded May 9, 1983 in [Book 3718 at Page 812](#).
15. Terms, conditions, provisions, agreements, duties and obligations contained in inclusion and Water Use Agreement recorded April 11, 1997 at [Reception No. 97041325](#).
16. Inclusion of subject property in the Cherokee Metropolitan District, as evidenced by instrument recorded April 16, 1997, at [Reception No. 97042906](#).
17. Terms, conditions, provisions, easements, agreements, duties and obligations contained in Permanent Easement Agreement recorded July 14, 2003 at [Reception No. 203160368](#).
18. Right of way easement as granted to Mountain View Electric Association in instrument recorded September 16, 2003, at [Reception No. 203217206](#).
19. Right of way easement as granted to El Paso County in instrument recorded June 23, 2009, at [Reception No. 209071394](#).
20. Right of way easement as granted to El Paso County in instrument recorded June 23, 2009, at [Reception No. 209071397](#).
21. Right of way easement as granted to El Paso County in instrument recorded June 23, 2009, at [Reception No. 209071399](#).
22. Right of way easement as granted to El Paso County in instrument recorded June 23, 2009, at [Reception No. 209071401](#).
23. Terms, conditions and provisions of Memorandum of Agreement recorded January 22, 2010 at [Reception No. 210006510](#).
24. Terms, conditions and provisions of Memorandum of Agreement recorded December 02, 2010 at [Reception No. 210122621](#).
25. Terms, conditions and provisions of Memorandum of Agreement recorded December 06, 2010 at [Reception No. 210123871](#).
26. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 15-183, recorded April 29, 2015 at [Reception No. 215041394](#).

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27. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 15-184, recorded April 29, 2015 at [Reception No. 215041395](#).
28. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 18-318, recorded August 1, 2018 at [Reception No. 218088706](#).
29. Terms, agreements, provisions, conditions, obligations and easements as contained in Revocable License and Easement, recorded November 14, 2019 at [Reception No. 219143216](#).
30. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS SHOWN ON UNCERTIFIED ALTA/ACSM LAND TITLE SURVEY DATED MAY 02, 2014 PREPARED BY SPENCER J. BARRON FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC., JOB # 43-077:

A: EXISTING WIRE FENCE OVER NORTHERLY PORTIONS OF THE SUBJECT PREMISES DO NOT COINCIDE WITH THE SURVEYED PROPERTY BOUNDARY LINES.

B: EXISTING DRAINAGE DITCHES AND ROCK LINED CHANNELS OVER PORTIONS OF THE SUBJECT PREMISES.

C: EXISTING SANITARY SEWER AND MANHOLES OVER EASTERLY PORTIONS OF THE SUBJECT PREMISES.

D: EXISTING ROAD IMPROVEMENTS FOR NORTH CAREFREE CIRCLE DO NOT COINCIDE AT ALL POINTS WITH THE RIGHT OF WAY PROVIDED FOR SAID NORTH CAREFREE CIRCLE.
31. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

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.

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Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com



ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Empire Title of Colorado Springs, LLC

5755 Mark Dabbling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY’S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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5755 Mark Dabbling 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.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired 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, the 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. 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.

STANDARD EXCEPTIONS

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

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.

THE UNITED STATES OF AMERICA.

CERTIFICATE No. 6741

To all to whom these presents shall come, GREETING:

Whereas, Charles A. Campbell of El Paso County, Coloradohas deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that full payment has been made by the said Charles A. Campbellaccording to the provisions of the act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the East half of the North East quarter and the East half of the South East quarter of Section twenty-nine in Township thirteen north of Range sixty-five West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acresaccording to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract had been purchased by the said Charles A. CampbellNow Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Charles A. Campbelland to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the saidCharles A. Campbelland to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to ^{and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States} penetrate or intersect the premises hereby granted, as provided by law, subject to the right of way of the ^{Swiss and Rock Island and Road Company.}In Testimony Whereof, I, Benjamin Harrison President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the eight day of September in the year of our Lord one thousand eight hundred and ninety and of the independence of the United States the one hundred and sixteenthBy the President: Benjamin HarrisonWm Allen MacFarland Act. Secretary.G. A. Conwell Recorder of the General Land Office.AdmissionFiled for Record the 21 day of Dec A. D. 1898, at 10²² o'clock A. M.W. J. Leggett Recorder.

Recorded Vol. 17 d

Page 241

126858 Right of Way - 401-23

A. M. Rowlands (land owner)
111230

May 17 - 05

June 9 - 05 809

#1-

to
Colorado Telephone Company

Right to construct, operate and maintain
telephone line along E 1/2 Sec 2, T 13 S, R. 65 W, 6th P.M.
County of El Paso, State of Colo. including poles
and fixtures along roads, streets or highways
adjoining property.

rrb 704.
U.S. of A.

Patent. RRB-311

Apr. 11-14.

Nov. 7-15 10⁰⁸

to
Reila Seymour.

for the NW 1/4 of Sec. 29th T. 13 N. R. 65 W. 6 A. M.
also 80 a. only to vested water rights, canals, etc. & all coal reserved
as per Law: details: coal & oil & gas: 21910/36/12

ARDIS W. SCHMITT
NOTICE PURSUANT TO 1973 ^{El Paso County} ~~Colorado~~ REVISED STATUTES
9-1.5-103(1), CONCERNING UNDERGROUND FACILITIES

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

11140 East Woodmen Road
Peyton, Colorado 80908
Telephone: 495-2283

1655 - 5th Street
P. O. Drawer "M"
Limon, Colorado 80828
Telephone: 775-2861

Pursuant to 1973 Colorado Revised Statutes 9-1.5-103(1),
MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. hereby gives notice of
the following information:

1. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. is a public utility rendering electric service to the public. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. owns, operates and maintains underground electric cables and facilities within the County of El Paso, State of Colorado.

2. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. serves the following areas in El Paso County, Colorado, in which it owns, operates and maintains underground electric cables and facilities:

- (1) Township 11 South, Range 67 West,
Sections 1-2-3 & 10 through 36.
- (2) Township 12 South, Range 67 West,
Section 1.
- (3) Township 11 South, Range 66 West,
Sections 1 through 36, inclusive.
- (4) Township 12 South, Range 66 West,
Sections 1 through 29, inclusive.
- (5) Township 13 South, Range 66 West,
Sections 12 & 13.
- (6) Township 11 South, Range 65 West,
Sections 1 through 36, inclusive.
- (7) Township 12 South, Range 65 West,
Sections 1 through 29, inclusive,
and 32-33-34-35 & 36.
- (8) Township 13 South, Range 65 West,
Sections 1 through 18, inclusive,
and 20-21-22-23-24-25-26-27-28-29-
32-33-34-35 & 36.
- (9) Township 14 South, Range 65 West,
Sections 1-2-3-4-5-6-9-10-11-12-
13-14-15-16-21-22-23-24-25-26-27-
28-33-34-35-36.
- (10) Township 15 South, Range 65 West,
Sections 1-2-3-4-9-10-11-12-13-14-
15-16-21-22-23-24-25-26-27-28-33-
34-35-36.
- (11) Township 16 South, Range 65 West,
Sections 1-2-3-4-9-10-11-12-13-14-
15-16-21-22-23-24-25-26-27-28-29-
32-33-34-35-36.
- (12) Township 17 South, Range 65 West,
Sections 1 through 36, inclusive.
- (13) Township 11 South, Range 64 West,
Sections 1 through 36, inclusive.

- (14) Township 12 South, Range 64 West,
Sections 1 through 36, inclusive.
- (15) Township 13 South, Range 64 West,
Sections 1 through 36, inclusive.
- (16) Township 14 South, Range 64 West,
Sections 1 through 36, inclusive.
- (17) Township 15 South, Range 64 West,
Sections 1 through 36, inclusive.
- (18) Township 16 South, Range 64 West,
Sections 1 through 36, inclusive.
- (19) Township 17 South, Range 64 West,
Sections 1 through 36, inclusive.
- (20) Township 11 South, Range 63 West,
Sections 1 through 36, inclusive.
- (21) Township 12 South, Range 63 West,
Sections 1 through 36, inclusive.
- (22) Township 13 South, Range 63 West,
Sections 1 through 36, inclusive.
- (23) Township 14 South, Range 63 West,
Sections 1 through 36, inclusive.
- (24) Township 15 South, Range 63 West,
Sections 1 through 36, inclusive.
- (25) Township 16 South, Range 63 West,
Sections 1 through 36, inclusive.
- (26) Township 17 South, Range 63 West,
Sections 1 through 36, inclusive.
- (27) Township 11 South, Range 62 West,
Sections 1 through 36, inclusive.
- (28) Township 12 South, Range 62 West,
Sections 1 through 36, inclusive.
- (29) Township 13 South, Range 62 West,
Sections 1 through 36, inclusive.
- (30) Township 14 South, Range 62 West,
Sections 1 through 36, inclusive.
- (31) Township 15 South, Range 62 West,
Sections 1 through 36, inclusive.
- (32) Township 16 South, Range 62 West,
Sections 1 through 36, inclusive.
- (33) Township 17 South, Range 62 West,
Sections 1 through 36, inclusive.
- (34) Township 11 South, Range 61 West,
Sections 1 through 36, inclusive.
- (35) Township 12 South, Range 61 West,
Sections 1 through 36, inclusive.

- (36) Township 13 South, Range 61 West,
Sections 1 through 36, inclusive.
- (37) Township 14 South, Range 61 West,
Sections 1-2-3-4-5-6-7-8-9-10-11-
12-13-14-15-16-17-18-20-21-22-23-
24-25-26-27-28-29-34-35-36.
- (38) Township 11 South, Range 60 West,
Sections 1 through 36, inclusive.
- (39) Township 12 South, Range 60 West,
Sections 1 through 36, inclusive.
- (40) Township 13 South, Range 60 West,
Sections 1 through 36, inclusive.
- (41) Township 14 South, Range 60 West,
Sections 1 through 36, inclusive.
- (42) Township 15 South, Range 60 West,
Sections 1-3-4-5 & 6.

Including the following Subdivisions:

Academy East
 Anderosa Estates
 Antelope Acres
 Arrowhead Acres
 Arrowwood
 Beacon Heights
 Big Pine Estates
 Bissell
 Black Forest Country Club
 Black Forest Park
 Black Squirrel Creek Park
 Black Squirrel Park
 Blue Sage
 Briarhaven
 Bridle Bit Ranch
 Canterbury East
 Canterbury West
 Chaparral
 Chaparral Hills
 Cimarron - Eastridge
 Cimarron - Eastridge Townhomes
 Cimarron - Westridge
 Corral Ranches
 Country Ridge Estates
 Curtis Estates
 D-Cross-D
 Deer Creek Estates
 Donala
 Eastridge Townhomes
 Elk Creek Ranches
 Equestrian Country
 Falcon Forest
 Falcon Hills
 Falcon Ranches
 Forest Green
 Forest Heights
 Forest Highlands
 Forest View Acres
 Green Mt. Ranch Estates
 Happy Landing Estates
 Harmon Hills

Holiday Hills
 Jan Lee Estates
 Kingswood
 Knollwood Estates
 Lake Woodmoor Townhouses
 Latigo
 McClintock Station
 Meadow Lake Airport
 Meadow Lake Estates
 Mining Museum #1
 Monument Hills
 Mount Herman Estates
 Overlook Estates
 Panoramic Acres
 Park Forest Estates
 Pawnee Rancheros
 Peaceful Valley Country Club Estates
 Peaceful Valley Estates
 Peaceful Valley Lake Estates
 Peyton Pines
 Peyton Ranches
 Pine Acres
 Pine Bluff Estates
 Pine Cone Acres
 Pine Glen
 Pine Hills
 Pine Ridge
 Pine Wood
 Pioneer Village
 Pleasant View Estates
 Ponderosa Acres
 Rancho Industrial Park
 Range View Estates
 Raspberry Mountain
 Reata
 Red Rock Ranch
 Richardson
 Rolling Hills Ranch Estates
 Rolling Ridge Rancheros
 Shamrock Hills
 Shasta Acres
 Shiloh Pines
 Silver Hills
 Shyder
 South Forest
 Southwood
 Spring Crest
 Spring Park
 Spring Valley
 Stillman
 Statecoach Springs Estates
 Sundance Estates
 Sun Hills
 Sunny Slope Estates
 Sunrise Ranchettes
 Table Rock Ranch
 Tall Pine
 The Dunes at Woodmoor
 The Meadows
 The Peninsula at Woodmoor
 The Woodlands
 Timber Lake Estates
 Top o' The Moor
 Toy Ranches
 Vista Clara Villas
 Wakonda Hills
 Walden
 West View Estates

Wildridge
 Wildwood
 Wildwood Ranch Estates
 Wildwood Village
 Willow Springs Estates
 Woodlake
 Woodmoor
 Woodmoor Business
 Woodmoor Country Club
 Woodmoor Forest
 Woodmoor Greens
 Woodmoor Highlands
 Woodmoor Hills
 Lake Woodmoor
 Woodmoor Lode
 Woodmoor Meadows
 Woodmoor Nugget
 Woodmoor Oaks
 Woodmoor Placer
 Woodmoor Ridge
 Woodmoor Summit
 Woodmoor Vista
 Wood Crest

And including the following Towns:

- (1) Town of Monument, Colorado
- (2) Town of Peyton, Colorado
- (3) Town of Calhan, Colorado
- (4) Town of Elbert, Colorado
- (5) Town of Falcon, Colorado
- (6) Town of Ramah, Colorado

3. Anyone concerned with the locations of the underground facilities of MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. may obtain information concerning the exact location of its underground cables and facilities from the following person or persons:

DURING REGULAR BUSINESS HOURS
MONDAY THROUGH THURSDAY
 7:00 A.M. to 5:30 P.M.

AT LIMON, COLORADO

NAME: Rodney K. Broome
 JOB TITLE: Chief Engineer
 ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
 TELEPHONE NO.: 775-2861

NAME: Loren Gilchrist
 JOB TITLE: Engineer
 ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
 TELEPHONE NO.: 775-2861

AT COLORADO SPRINGS, COLORADO

NAME: Howard Pease
 JOB TITLE: Engineering Coordinator
 ADDRESS: 11140 East Woodmen Road
 Peyton, Colorado 80908
 TELEPHONE NO.: 495-2283

NAME: K. C. Tyler
 JOB TITLE: District Superintendent
 ADDRESS: 11140 East Woodmen Road
 Peyton, Colorado 80908
 TELEPHONE NO.: 495-2283

FRIDAY, SATURDAY, SUNDAY, HOLIDAYS, AND
AFTER 5:30 P.M. ON ANY REGULAR BUSINESS DAY

AT LIMON, COLORADO

NAME: Rodney K. Broome
 JOB TITLE: Chief Engineer
 ADDRESS: 783½ "D" Avenue
 Limon, Colorado 80828
 TELEPHONE NO.: 775-2770

NAME: Loren Gilchrist
 JOB TITLE: Engineer
 ADDRESS: 220 "B" Avenue
 Limon, Colorado 80828
 TELEPHONE NO.: 775-2336

IF UNABLE TO REACH ANYONE AT THE ABOVE TWO NUMBERS, CALL 775-2861.

AT COLORADO SPRINGS, COLORADO

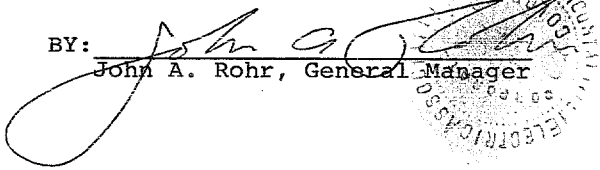
NAME: Howard Pease
 JOB TITLE: Engineering Coordinator
 ADDRESS: 1210 Montezuma
 Colorado Springs, Colorado 80908
 TELEPHONE NO.: 598-2854

NAME: K. C. Tyler
 JOB TITLE: District Superintendent
 ADDRESS: 3196 Montebello Drive West
 Colorado Springs, Colorado 80918
 TELEPHONE NO.: 594-6495

IF UNABLE TO REACH ANYONE AT THE ABOVE TWO NUMBERS, CALL 495-2283.

DATED: May 5, 1983.

MOUNTAIN VIEW ELECTRIC
 ASSOCIATION, INC.

BY: 
 John A. Rohr, General Manager


STATE OF COLORADO)
) SS.
 COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me
 this 5th day of May, 1983, by John A. Rohr, General Manager of
 MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

WITNESS my hand and official seal.

My Commission Expires: _____ My Commission Expires February 16, 1987




 NOTARY PUBLIC

1655 Fifth Street

Limon, Colorado 80828

Notary's Street Address

WARRANTY DEED

NO DOCUMENTARY FEE
REQUIRED

THIS DEED, dated as of 5TH of May, 2009, between **CYGNET LAND, LLC** whose legal address is 31 North Tejon Street, Suite 500, Colorado Springs, Colorado 80903-1514 ("Grantor") and **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, whose legal address is 27 East Vermijo Avenue, Colorado Springs 80903 ("Grantee"):

After Recording, please sent to
Wilson & Company, Inc.
Carol Rempel-Bear
5755 Mark Dabling Blvd, Ste 220
Colorado Springs, CO 80919

WITNESS, that the grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

SEE EXHIBIT 'A' Dated October 2, 2008
ATTACHED HERETO AND MADE A PART HEREOF.
PARCEL NO. 36
PROJECT NO. 75174

also known by street and number as: North Marksheffel Road, Colorado Springs, CO
Assessor's schedule or parcel number: 53294-00-009

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, grantor 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, including 2009 tax pro-rations, except reservations, rights-of-way of record and taxes for subsequent years.

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

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

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

GRANTOR: CYGNETLAND, LLC

By: Gregory Timm, ~~President~~ Manager

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

The foregoing instrument was acknowledged before me this 5th day of May, 2009, by Gregory D. Timm
as Manager of Cygnnet Land, LLC

Witness my hand and official seal.



My commission expires: 7-9-2010

Susan M. Besette

Notary Public

PARCEL DESIGNATION: 5329400009 DATE: April 29, 2009
OWNER: CYGNET LAND LLC (Owner current as of the date of certification hereon)

EXHIBIT A
LEGAL DESCRIPTION

RIGHT OF WAY RW 36

A portion of that parcel of land as described in Book 6797 at Page 40 of the records of El Paso County, said parcel is located in the East Half of Section 29, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap PLS 22095 representing the northeast corner of said Section 29;

Thence South 0°47'26" East on the west line of said Section 29 a distance of 1,454.31 feet;

Thence South 89°12'34" West a distance of 30.00 feet to the west right-of-way line of Marksheffel Road , the northeast corner of said parcel, and **POINT OF BEGINNING**;

Thence South 0°47'26" East on said west right of way line a distance of 1,196.26 feet;

Thence South 0°47'16" East said west right of way line a distance of 999.79 feet to the intersection with the north right-of-way line of North Carefree Circle and southeast corner of said parcel;

Thence South 89°12'31" West on the north right-of-way line of said North Carefree Circle a distance of 138.58 feet;

Thence North 59°18'37" East a distance of 73.00 feet;

Thence North 27°28'08" East a distance of 54.00 feet;

Thence North 0°46'45" West a distance of 943.87 feet to a point of curvature;

Thence northerly on a non-tangent curve to the right a distance of 447.11 feet, said curve has a radius of 8,580.00 feet, a central angle of 2°59'09", a long chord that bears North 0°42'49" East a distance of 447.06 feet;

Thence North 2°12'24" East a distance of 207.46 feet to a point of curvature;

Thence northerly on a curve to the left a distance of 460.83 feet, said curve has a radius of 7,920.00 feet and a central angle 3°20'02", a long chord which bears North 0°32'23" East a distance of 460.76 feet;

Thence North 1°07'38" West a distance of 53.57 feet to the north line of said parcel;

Thence North 89°24'41" East on said north line a distance of 16.62 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 90,695 square feet or 2.082 acres more or less.

EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.

This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.
90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

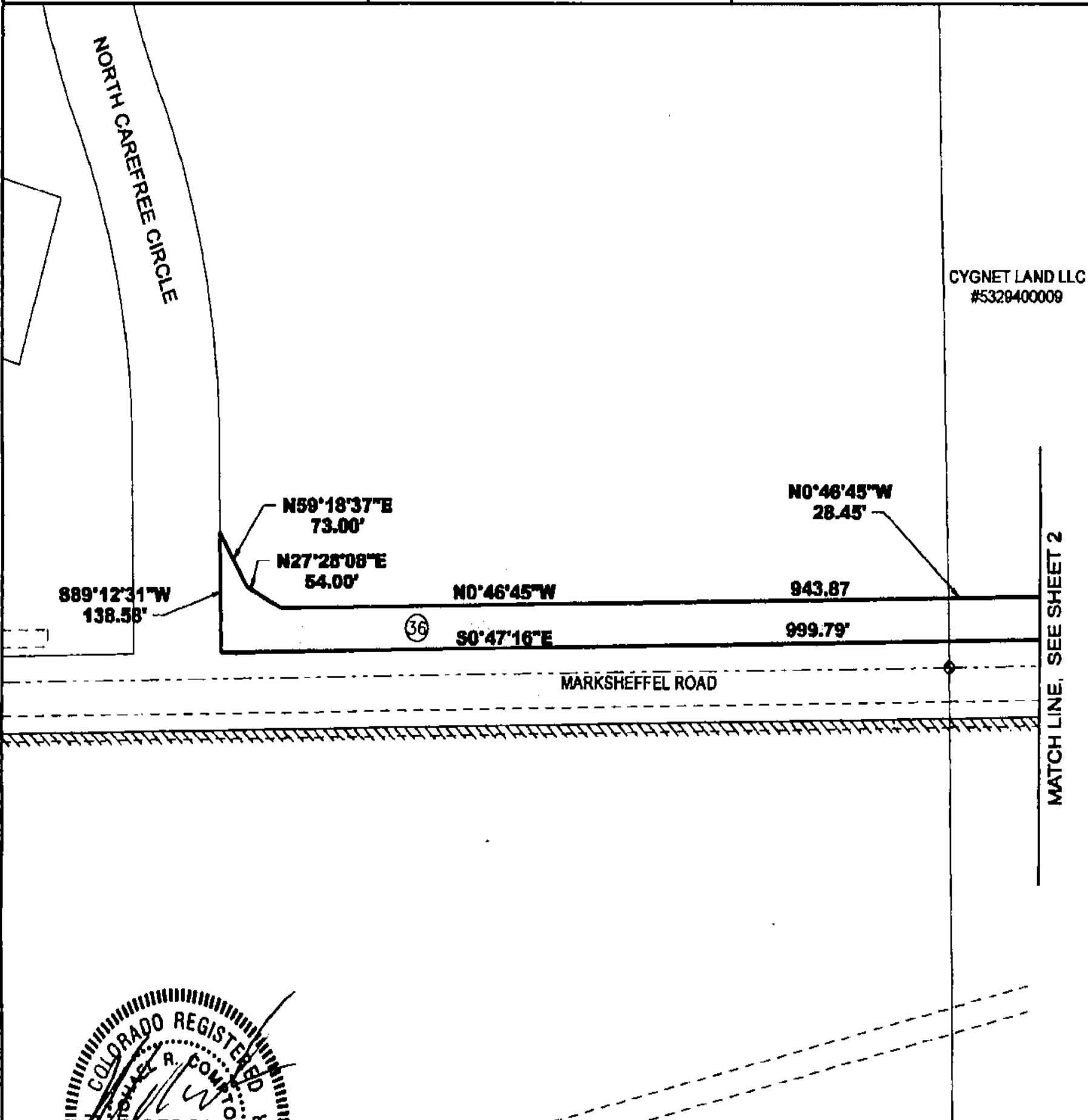
5329400009row36.doc



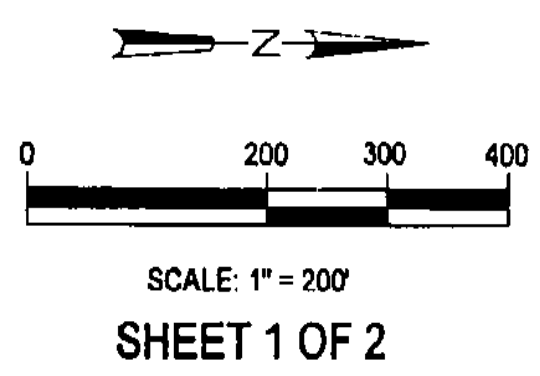
DATE: 15-APRIL-2009
DRAWN BY: L STUDER
CHECKED BY: M COMPTON
APPROVED BY: M COMPTON
DRAWING: 5329400009-38-1.dgn


EXHIBIT B SKETCH

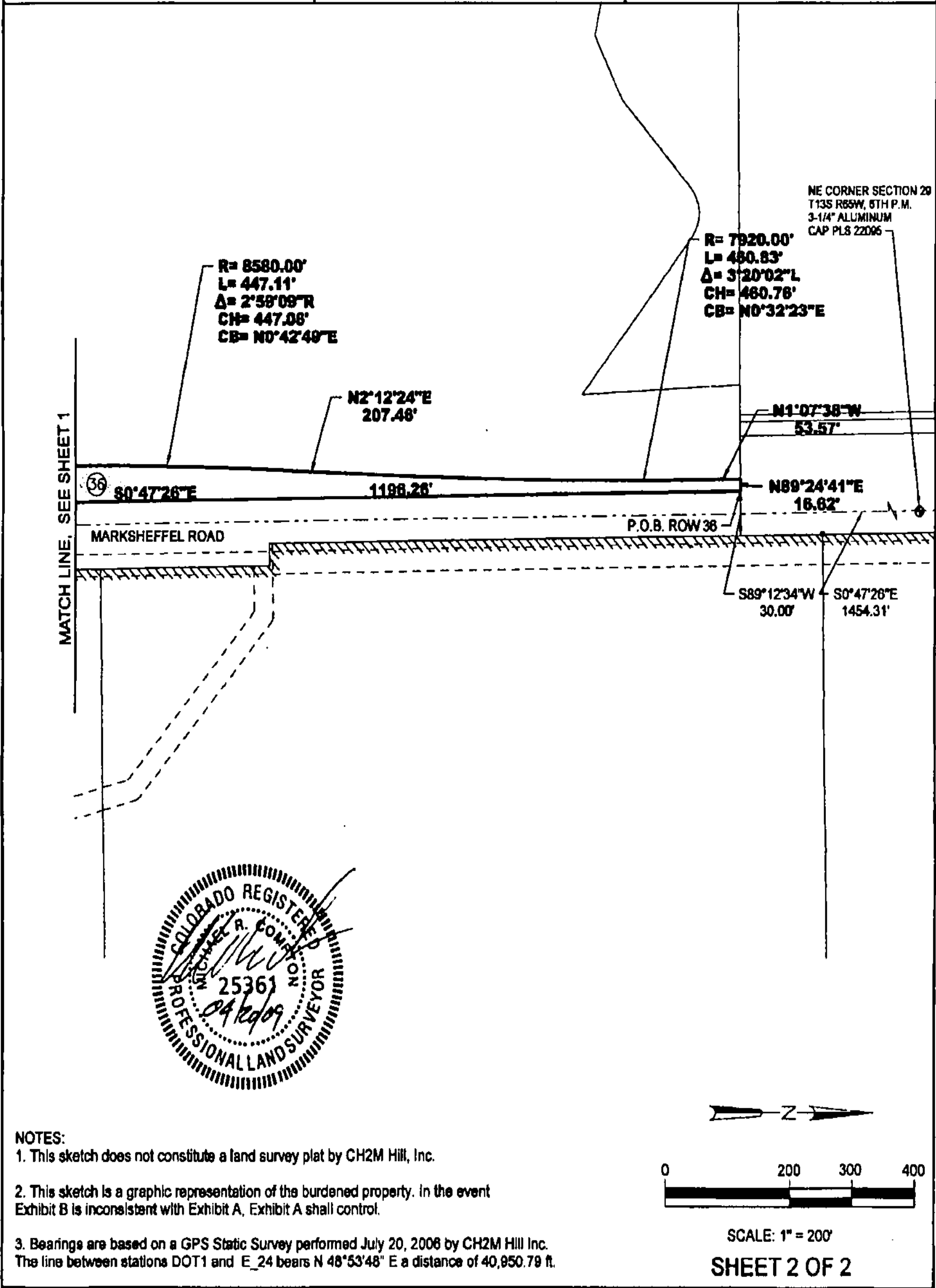
RIGHT OF WAY RW36
PARCEL 5329400009
SECTION 29
T 13 S, R 65 W, 6TH P.M.
EL PASO COUNTY, COLORADO



NOTES:
1. This sketch does not constitute a land survey plat by CH2M Hill, Inc.
2. This sketch is a graphic representation of the burdened property. In the event Exhibit B is inconsistent with Exhibit A, Exhibit A shall control.
3. Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E a distance of 40,950.79 ft.



DATE: 15-APRIL-2009	EXHIBIT B SKETCH RIGHT OF WAY RW36 PARCEL 5329400009 SECTION 29 T 13 S, R 65 W, 6TH P.M. EL PASO COUNTY, COLORADO	
DRAWN BY: L STUDER		
CHECKED BY: M COMPTON		
APPROVED BY: M COMPTON		
DRAWING: 5329400009-38-2.dgn		



Return to: FirstBank - Loan Operations,
10403 West Colfax Avenue, Lakewood, CO
80215

Space Above This Line For Recording Data

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is May 6, 2014. The parties and their addresses are:

GRANTOR:

JAMES TODD STEPHENS
3841 Nuevo Circle
Colorado Springs, CO 80918

TRUSTEE:

PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO

LENDER:

FIRSTBANK
Organized and existing under the laws of Colorado
10403 West Colfax Avenue
Lakewood, CO 80215

1. 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:

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF THE SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING No. 2, MONUMENTED AT ITS WEST END WITH A #4 REBAR AND YELLOW PLASTIC CAP, PLS 24964 AND AT ITS EAST END WITH A #5 REBAR AND ORANGE PLASTIC CAP, PLS 38141, AND ASSUMED TO BEAR N 89°56'53" E. BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING No. 2 AS RECORDED IN RECEPTION No. 202192387, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF SAID CHATEAU AT ANTELOPE RIDGE FILING No. 2:

1. N 89°56'53" E, A DISTANCE OF 670.94 FEET;
2. S 77°13'21" W, A DISTANCE OF 296.79 FEET;
3. S 14°41'09" E, A DISTANCE OF 81.11 FEET;
4. S 77°39'54" E, A DISTANCE OF 397.87 FEET;
5. N 63°24'07" E, A DISTANCE OF 97.95 FEET;
6. N 47°01'52" E, A DISTANCE OF 173.02 FEET;
7. 54.01 FEET ALONG THE ARC OF 50.64 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°06'12" AND A CHORD THAT BEARS S 85°42'14" E 51.48

James Todd Stephens
Colorado Deed Of Trust

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FEET;

8. S 50°34'05" E, A DISTANCE OF 287.41 FEET;

9. N 03°10'04" W, A DISTANCE OF 254.58 FEET;

10. N 89°56'53" E, A DISTANCE OF 70.30 FEET; THENCE N 89°42'51" E, A DISTANCE OF 58.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS RECORDED IN RECEPTION No. 209071394; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD:

1. S 00°35'15" E, A DISTANCE OF 53.57 FEET;

2. 460.83 FEET ALONG THE ARC OF A 7,920.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°20'02" AND A CHORD THAT BEARS S 01°04'46" W 460.76 FEET;

3. S 02°44'47" W, A DISTANCE OF 207.46 FEET;

4. 447.12 FEET ALONG THE ARC OF A 8,580.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°59'09" AND A CHORD THAT BEARS S 01°15'13" W 447.07 FEET;

5. S 00°14'22" E, A DISTANCE OF 943.87 FEET;

6. S 28°00'31" W, A DISTANCE OF 54.00 FEET;

7. S 59°51'00" W, A DISTANCE OF 73.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS RECORDED IN RECEPTION No. 205015091;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH CAREFREE CIRCLE:

1. S 89°49'32" W, A DISTANCE OF 113.86 FEET;

2. 407.83 FEET ALONG THE ARC OF A 1,060.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°02'39" AND A CHORD THAT BEARS S 78°48'13" W 405.32 FEET TO A POINT OF REVERSE CURVATURE;

3. 288.59 FEET ALONG THE ARC OF A 940.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°35'25" AND A CHORD THAT BEARS S 76°34'35" W 287.46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:

1. N 00°00'00" E, A DISTANCE OF 712.81 FEET;

2. 762.65 FEET ALONG THE ARC OF A 1,280.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°08'17" AND A CHORD THAT BEARS N 17°04'08" W 751.42 FEET TO A POINT OF REVERSE CURVATURE;

3. 928.37 FEET ALONG THE ARC OF A 1,560.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°05'50" AND A CHORD THAT BEARS N 17°05'22" W 914.73 FEET;

4. N 00°04'30" W, A DISTANCE OF 35.51 FEET TO THE POINT OF BEGINNING, LEGAL DESCRIPTION PREPARED BY SPENCER J. BARRON, PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO 38141.

The property is located in El Paso County at N Carefree & Marksheffel Road, Colorado Springs, Colorado 80922.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, 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.

2. SECURED DEBTS. 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. 8379704, dated May 6, 2014, from James Todd Stephens and Elena Stephens (Borrower) to Lender, with a loan amount of \$780,000.00, with an initial interest rate of 4.250 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on May 6, 2017.

B. All Debts. All present and future debts from James Todd Stephens and Elena Stephens 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. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. 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 fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

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

3. 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.

4. NON-OBLIGATED GRANTOR. Any Grantor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is defined as a cosigner for purposes of the Equal Credit Protection Act and the Consumer Financial Protection Bureau's Regulation B, 12 C.F.R. 1002.7(d)(4), and is referred to herein as a Non-Obligated Grantor. By signing this Security Instrument, the Non-Obligated Grantor does convey and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Grantor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Grantor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Grantor in the context of that separate agreement.

5. 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.

6. 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.

7. 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.

8. 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.

9. WARRANTIES AND REPRESENTATIONS. Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

10. 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.

11. 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.

12. 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.

13. 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. Death or Incompetency. Grantor 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. 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.

14. 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.

15. 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, reasonable attorneys' fees after default and referral to an attorney who is not a salaried employee of Lender, court costs, and other collection costs. 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.

16. 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.

17. 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.

18. 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 coverages not 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.

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

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

21. 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.

22. JOINT AND INDIVIDUAL 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 individually 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.

23. 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 and executed by Grantor and Lender. 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.

24. 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.

25. 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.

26. AGREEMENT TO ARBITRATE. Lender or Grantor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Grantor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Grantor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Grantor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Grantor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Grantor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Grantor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Grantor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Grantor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

27. WAIVER OF TRIAL FOR ARBITRATION. Lender and Grantor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Grantor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

28. WAIVER OF JURY TRIAL. If the parties do not opt for arbitration, then 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:


James Todd Stephens
Individually

Date

5/6/2014

ACKNOWLEDGMENT.

State OF Colorado, County OF El Paso ss.

This instrument was acknowledged before me this 6th day of May 2014 by James Todd Stephens.

My commission expires:

02/02/2018


(Notary Public)

KRISTEN L. DE HERRERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084004626
MY COMMISSION EXPIRES 02/02/2018

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(TD72-8-10) (Mandatory 1-11)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made this 23rd day of January, 2018, between James Todd Stephens (Borrower), whose address is 74164 Austin Bluffs Pkwy #361 C/O COBORO and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of Huzella Productions INC (Lender), whose address is PO Box 8251 Avon CO 81620

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the El Paso County of Colorado, State of Colorado:

See Addendum #1 for legal description

known as No. N/A (Property Address),
Street Address City State Zip

together with all its appurtenances (Property).

2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated 1/23/2018 in the principal sum of two hundred thousand Dollars (U.S. \$ 200,000), with interest on the unpaid principal balance from 1/26/2018 until paid, at the rate of 12% percent per annum, with principal and interest payable at PO Box 8251 Avon CO 81620 or such other place as Lender may designate, in equal payments of 2000 two thousand Dollars (U.S. \$ 2000), due on the 1st day of each Month beginning 3/1/2018; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on ON Demand; and Borrower is to pay to Lender a late charge of 5 % of any payment not received by Lender within 10 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except without exceptions

2.2. the payment of all other sums, with interest thereon at 12 % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to existing 1st loan.

4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or

forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;

9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;

9.3. sums due on any prior lien or encumbrance on the Property;

9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;

9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;

9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

174 **19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder,
 175 the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and
 176 interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided
 177 by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though
 178 no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

179 **20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower
 180 hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration;
 181 Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due
 182 and payable.

183 Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration
 184 under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure
 185 proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or
 186 insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed
 187 by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

188 Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in
 189 person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property
 190 and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first
 191 to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the
 192 sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

193 **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of
 194 Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees.
 195 If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to
 196 Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the
 197 release of this Deed of Trust.

198 **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under
 199 state or federal law presently existing or hereafter enacted.

200 **23. Escrow Funds for Taxes and Insurance.** This § 23 is not applicable if Funds, as defined below, are being paid pursuant
 201 to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are
 202 payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to None of the
 203 yearly taxes and assessments which may attain priority over this Deed of Trust, plus None of yearly premium installments for
 204 Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and
 205 reasonable estimates thereof, taking into account any excess Funds not used or shortages.

206 The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in
 207 an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the
 208 Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds,
 209 analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any
 210 interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing
 211 credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional
 212 security for the sums secured by this Deed of Trust.

213 If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they
 214 fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is
 215 given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured
 216 by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other
 217 required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

218 Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held
 219 by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by
 220 Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs
 221 first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

222 **24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer
 223 or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the
 224 execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part
 225 thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3
 226 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty
 227 percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the
 228 reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or
 229 encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or
 230 (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event
 231 of each and every Transfer:

232 **24.1.** All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

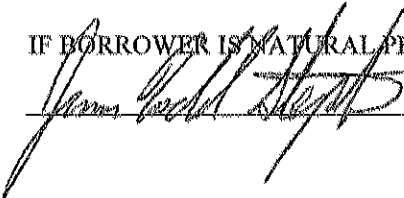
233 24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate,
 234 Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured
 235 hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run
 236 with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal
 237 with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of
 238 undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability
 239 hereunder for the obligations hereby secured.

240 24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the
 241 mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or
 242 constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be
 243 estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan,
 244 whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

245 25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.
 246
 247

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(s):



doing business as _____

IF BORROWER IS CORPORATION:

ATTEST:

Name of Corporation _____

By _____

President _____

Secretary _____

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership _____

By _____

A General Partner _____

IF BORROWER IS LIMITED LIABILITY COMPANY:

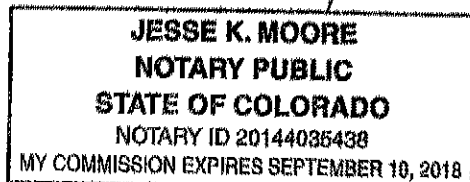
Name of Limited Liability Company _____

By _____

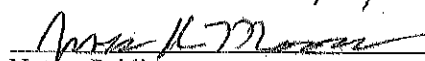
Its Authorized Representative _____

Title of Authorized Representative _____

STATE OF COLORADO

Colorado COUNTY OF El PasoThe foregoing instrument was acknowledged before me this 23rd day of January, 2018, by* James Todd Stephens

Witness my hand and official seal.

My commission expires: 9/10/2018

 Notary Public

248 *If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as
 249 Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith,
 250 a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (§ 38-30-172, C.R.S.)

Addendum #1

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF THE SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING No. 2, MONUMENTED AT ITS WEST END WITH A #4 REBAR AND YELLOW PLASTIC CAP, PLS 24964 AND AT ITS EAST END WITH A #5 REBAR AND ORANGE PLASTIC CAP, PLS 38141, AND ASSUMED TO BEAR N 89°56'53" E.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING NO. 2 AS RECORDED IN RECEPTION No. 202192387, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF SAID CHATEAU AT ANTELOPE RIDGE FILING No. 2:

1. N 89°56'53" E, A DISTANCE OF 670.94 FEET;
2. S 77°13'21" W, A DISTANCE OF 296.79 FEET;
3. S 14°41'89" E, A DISTANCE OF 81.11 FEET;
4. S 77°39'54" E, A DISTANCE OF 397.87 FEET;
5. N 63°24'07" E, A DISTANCE OF 97.95 FEET;
6. N 47°01'52" E, A DISTANCE OF 173.02 FEET;
7. 54.01 FEET ALONG THE ARC OF 50.84 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°06'12" AND A CHORD THAT BEARS S 85°42'14" E 51.48 FEET;
8. S 50°34'05" E, A DISTANCE OF 287.41 FEET;
9. N 03°10'04" W, A DISTANCE OF 254.58 FEET;
10. N 89°56'53" E, A DISTANCE OF 70.30 FEET;

THENCE N 89°42'51" E, A DISTANCE OF 58.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS RECORDED IN RECEPTION No. 209071394; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD;

1. S 00°35'15" E, A DISTANCE OF 53.57 FEET;
 2. 460.83 FEET ALONG THE ARC OF A 7,920.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°20'02" AND A CHORD THAT BEARS S 01°04'46" W 460.76 FEET;
 3. S 02°44'47" W, A DISTANCE OF 207.46 FEET;
 4. 447.12 FEET ALONG THE ARC OF 8,580.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°59'09" AND A CHORD THAT BEARS S 01°15'13" W 447.07 FEET;
 5. S 00°14'22" E, A DISTANCE OF 943.87 FEET;
 6. S 28°00'31" W, A DISTANCE OF 54.00 FEET;
 7. S 59°51'00" W, A DISTANCE OF 73.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS RECORDED IN RECEPTION No. 205015091;
- THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH CAREFREE CIRCLE:
1. S 89°49'32" W, A DISTANCE OF 113.86 FEET;
 2. 407.83 FEET ALONG THE ARC OF A 1,060.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°02'39" AND A CHORD THAT BEARS S 78°48'13" W 405.32 FEET TO A POINT OF REVERSE CURVATURE;
 3. 288.59 FEET ALONG THE ARC OF A 940.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°35'25" AND A CHORD THAT BEARS S 76°34'35" W 287.46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE;
- THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:
1. N 00°00'00" E, A DISTANCE OF 712.81 FEET;
 2. 762.65 FEET ALONG THE ARC OF A 1,280.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°08'17" AND A CHORD THAT BEARS N 17°04'08" W 751.42 FEET TO A POINT OF REVERSE CURVATURE;
 3. 928.37 FEET ALONG THE ARC OF A 1,580.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°05'50" AND A CHORD THAT BEARS N 17°05'22" W 914.73 FEET;
 4. N 00°04'30" W, A DISTANCE OF 35.51 FEET TO THE POINT OF BEGINNING,

INCLUSION

AND WATER USE AGREEMENT

This Agreement is made and entered into effective this day of November, 1996 by and between the Cherokee Metropolitan District ("Cherokee") and Cygnet Land, LLC, A Colorado limited Liability Company ("Cygnet").

RECITALS

A. Cherokee is a quasi-municipal corporation and political subdivision of the State of Colorado which provides certain municipal services to its residents including sewer, water, street lighting, and park/recreation.

B. Cygnet is the owner of a parcel of real property known as "Hilltop" which parcel is located outside the service boundaries of Cherokee west of Marksheffel Road and south of the future Barnes Road extension, El Paso County, and consists of approximately 300 acres the legal description of which (together with a boundary map) is attached.

C. Cygnet is also the owner of approximately 525 acres of real property located within the boundaries of Cherokee which property is east of Marksheffel Road, south of Constitution Avenue, and northwest of U.S. Highway 24 which is described on the attached legal description and which is known as "Claremont".

D. Cygnet has filed a petition for inclusion of the Hilltop property with Cherokee; however, Cherokee does not know if it has sufficient water resources to serve Hilltop. In order to accommodate the inclusion of Hilltop and service by Cherokee, Claremont is willing to agree that Cherokee need not serve 300 acres of Claremont, unless and until other water resources are developed.

NOW THEREFORE, based on good and valuable consideration, and the mutual promises and covenants contained herein, the parties agree as follows:

1. Service to Claremont. Upon the successful inclusion of Hilltop and the ability of Cherokee to serve the same with water and wastewater, Cygnet agrees that the 300 easterly acres of Claremont ("Restricted Property") need not be served by Cherokee with water unless and until additional water resources are developed. Additionally, it is understood that Claremont may not transfer the anticipated densities from the Restricted Property to other parcels within the District (including the balance of the westerly 225 acres).

2. Additional Water. Claremont will be served with water by Cherokee when and if additional supplies are developed by Cherokee and/or Cygnet. These additional supplies may consist of water from the Denver Basin formations underlying the Claremont property or the Denver basin well located in the nothwest corner of Hilltop; provided that, in its sole discretion, Cherokee approves of the quality, quantity, pumping capacity and costs associated with use of said waters. Additional water may also be provided from any other reasonable sources approved by Cherokee, in its sole discretion, including decrees in the Upper Black Squirrel Creek Designated Ground Water Basin.

3. Rules and Regulation. Cygnet agrees to comply with all rules and regulations of Cherokee with regard to the development of Hilltop (including the payment of all water and sewer tap fees). Additionally, Cygnet will be responsible for the cost and expense of the extension of all water and sewer lines to Hilltop including off-site facilities that may be needed (such as booster stations).

4. Denver Basin Waters. Cygnet recognizes that all underground waters, including the Denver Basin formations, has been appropriated by Cherokee with regard to all property within its boundaries. By executing this Agreement, Cygnet agrees that upon Inclusion, the Denver basin waters, and all other ground waters, underlying Hilltop are dedicated to Cherokee to use as it sees fit in its sole and absolute discretion subject to those provisions of Section 2 above.

5. Service. Cherokee represents that it has the resources to serve Hilltop subject to the terms of this Agreement; however, in the eventuality that Hilltop is unable to obtain development plan approval from El Paso County, Hilltop may apply to Cherokee for exclusion from the boundaries of the District.

6. Consent. Farm Credit Bank of Wichita, Kansas, as the holder of a first deed of trust on both the Hilltop and Claremont property, consents to this Agreement.

7. Miscellaneous. This Agreement, together with the Petition for Inclusion of Hilltop, represents the entire understanding of the parties and shall be binding on successors and assigns. This Agreement shall run with the land and may be recorded in the real property records of El Paso County, Colorado.

CYGNET LAND, LLC

by: 

CHEROKEE METROPOLITAN DISTRICT

by: Norman A. McIlhenny

FARM CREDIT BANK OF WICHITA

by: Shauna H. Hipl

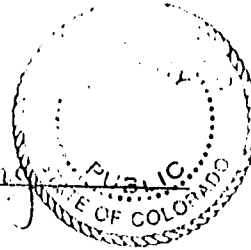
STATE OF COLORADO)
) ss:
 COUNTY OF EL PASO)

Subscribed and sworn to before me this 24th day of
February, 1998 by Gregory D. Timm as Member
 of Cygnet Land, LLC.

Witness my hand and official seal.

My commission expires: 11-21-00

James C. Gaultberg
 Notary Public



My Commission Expires 11/21/2000

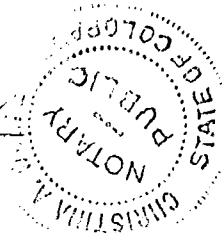
STATE OF Colorado)
) ss:
 COUNTY OF El Paso)

Subscribed and sworn to before me this 7 day of
April, 1996, by Douglas A. Millhorne as President
 of Cherokee Metropolitan District.

Witness my hand and official seal.

My commission expires: 12-26-00

Christina H. Waage
 Notary Public



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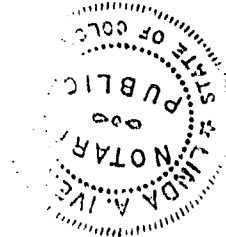
STATE OF Colorado)
COUNTY OF El Paso) ss:

Subscribed and sworn to before me this 7 day of April, 1996, by Sharon K. Rappi as Asst. Treas. Officer of Farm Credit Bank of Wichita.

Witness my hand and official seal.

My commission expires: 6/6/2000

Linda A. Ives
Notary Public



HILLTOP SUBDIVISION LEGAL DESCRIPTION

EL

A tract of land located in the S 1/2 of the SE 1/4 of Section 20 and in the E 1/2 of Section 29, all in T 13 S, R 65 W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Basis of Bearings: The south line of the SE 1/4 of Section 29 bears N 89°19'39" E with a 1 1/2" aluminum cap at the S 1/4 corner and a 1" iron post at the SE corner as shown on the Drexel, Barrell survey dated September 29, 1986.

Commencing at the southeast corner of said Section 29, thence S 89°19'39" W, along the south line of said Section 29, a distance of 994.49 feet to the true point of beginning for this description:

1. Thence continuing S 89°19'39" W, along said south line of Section 29, a distance of 1540.44 feet.
2. Thence N 04°23'18" E, a distance of 5314.36 feet.
3. Thence N 14°02'59" E, a distance of 807.72 feet, to the SW corner of a tract as described in Book 5806 at page 1285.
4. Thence N 89°28'45" E, along the south line of said tract as described in Book 5806 at page 1285, a distance of 843.05 feet.
5. Thence N 00°31'15" W, along the east line of said tract as described in Book 5806 at page 1285, a distance of 550.00 feet, to the north line of the SE 1/4 of Section 20.
6. Thence N 89°28'45" E, along the said north line of the SE 1/4 of Section 20, a distance of 1069.86 feet to the easterly line of said Section 20.
7. Thence S 00°02'53" E, along said east line, a distance of 1320.88 feet to the northeast corner of said Section 29.
8. Thence S 00°14'59" E, along the easterly line of the NE 1/4 of said Section 29, a distance of 2649.55 feet to the E 1/4 corner of said Section 29.
9. Thence S 00°14'59" E, along the easterly line of the SE 1/4 of said Section 29, a distance of 1059.15 feet.
10. Thence S 89°44'58" W, a distance of 282.35 feet to a point of curve to the left.
11. Thence along said curve to the left with a radius of 1000.00 feet, a delta angle of 22°02'49", a curve length of 384.79 feet (chord bears S 78°43'34" W) to a point of curve to the

097041325-6

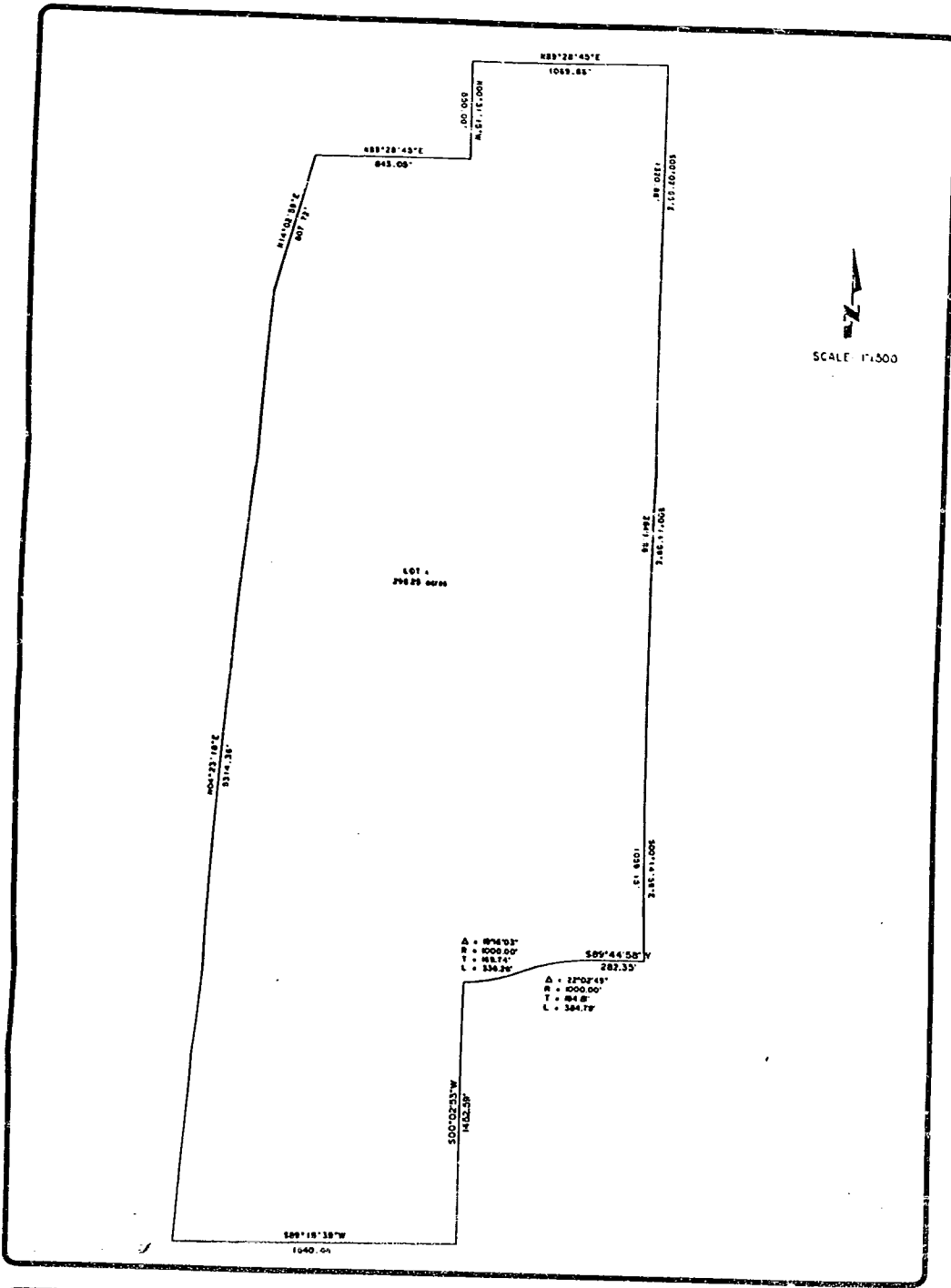
right.

EL

12. Thence along said curve to the right with a radius of 1000.00 feet, a delta angle of $19^{\circ}16'03''$, a curve length of 338.62 feet (chord bears S $77^{\circ}20'11''$ W).
13. Thence S $00^{\circ}02'53''$ W, a distance of 1452.59 feet to the south line of said Section 29 and the true point of beginning.

The above description contains 296.17 acres more or less.

25X



CLAREMONT LEGAL DESCRIPTION

Parcel F:

All of Section 4, Township 14 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, lying northwesterly of the right of way of U.S. Highway No. 24 except that portion conveyed to Aries Properties Incorporated, A Colorado Corporation in deed recorded July 22, 1988 in Book 5534 at Page 1087 and except that portion platted as the Constitution Avenue-Peterson Road Right of Way in Plat Book V-3 at Page 109 and except any portion contained in any other roadways or railroad right of ways.

PERMANENT EASEMENT AGREEMENT

Other than Corporation – LLC, LLP, etc.

This Easement Agreement ("Agreement") is made and entered into this 23rd day of June, 2003, by and between Cygnat Land LLC ("Grantor"), whose address is 24 N. Tejon, Colorado Springs Co. 80903, and the City of Colorado Springs, a Colorado home rule city and municipal corporation ("Grantee"), on behalf of its enterprise, Colorado Springs Utilities whose address is P.O. Box 1103, Colorado Springs, Colorado 80903 (both Grantor and Grantee hereinafter collectively referred to as the "Parties").

Recitals

WHEREAS, Grantee has determined that its facilities described in Paragraph 1 should, for engineering and maximum efficiency purposes, be constructed along a certain utilities corridor; and

WHEREAS, Grantor owns real property (the "Property"), described in Exhibit "A," through which Grantee's facilities described in paragraph 1, as approved by Grantee, will pass; and

WHEREAS, the Parties hereby enter into this Agreement.

Covenants

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

Water
1. **Conveyance of Permanent Easement.** For good and valuable consideration, Grantor hereby grants and conveys to the Grantee a perpetual non-exclusive easement, (the "Permanent Easement") to enter, occupy and use the property described in this Paragraph 1 to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes, or any other utility structures (including, but not limited to communication facilities), and all necessary underground or aboveground cables, wires and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections and surface appurtenances (the "Improvements") in, through, over and across the property described in Exhibit "B", to wit:

Exhibit "B"- Legal Description

(Prepared by or under the supervision of a Professional Land Surveyor licensed in Colorado)

2. **Easement Map.** Exhibit "C", attached hereto and by this reference made a part hereof, is a graphic representation, of the aforementioned Permanent Easement. The legal description referred to in Paragraph 1 describes, exclusively, the Permanent Easement. In the event the legal description set forth in paragraph 1 is inconsistent with the graphic representation in Exhibit "C", said legal description shall control.

3. **Ingress and Egress.** Grantee shall have and exercise the right of reasonable ingress and egress in, to, through, over, under and across the Property for access to and from any roads, highways, streets, alleys or any other point to the Permanent Easement in order to perform construction, reconstruction, operation, use, maintenance, repair, replacement or removal of the Improvements. Except in emergencies, Grantee shall attempt to give Grantor reasonable advance notice prior to exercising its rights of ingress and egress. To the maximum practicable extent, Grantee shall use existing gates, roads, trails and facilities to avoid disruption of Grantor's operations on the property.

4. **Additional Construction.** Grantee shall have the right to lay, construct, maintain, operate, alter, repair, patrol, remove, change the size of and replace, at any time or from time to time, one or more additional Improvements and appurtenances thereto within the Permanent Easement. Such right shall not be lost by mere passage of time, and Grantor shall not stop, hinder or impede construction of such additional improvements or limit same.

5. **Grantor's Rights Unaffected.** Except as provided in Paragraph 6 hereof, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in its construction, operation or maintenance of the Improvements. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement in accordance with the terms of this Agreement.



PERMANENT EASEMENT AGREEMENT

Other than Corporation – LLC, LLP, etc.

6. Surface Installations in Permanent Easement. Grantor shall not construct or place any structure or building on any part of the Permanent Easement. Any such structure or building constructed or placed on the Permanent Easement after the date of this Agreement, may be removed by Grantee without liability for damages arising therefrom. If Grantor constructs or places any structure or building within the Permanent Easement, Grantor shall reimburse Grantee for all expenses associated with removing such structure or building. Such structures or buildings, which are prohibited on the Permanent Easement, include, but are not limited to the following: dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, dog runs, basketball/sports courts, retaining walls, posts, or poles.

Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing pavement, curbs, gutters, sidewalks, paved parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again such as stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee (the "Grantor's Improvements"); provided, however, that the exercise of such, rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the rights provided to Grantee under this Agreement, including, but not limited to Grantee's rights of maintenance and reasonable access.

The foregoing notwithstanding, in no event shall Grantor:

YAT (1) Construct or place, longitudinally along or otherwise within the Permanent Easement, any tree, ~~underground pipeline, cable, wire, conduit or other utility~~ without the prior written consent of Grantee, which shall not be unreasonably withheld or delayed; or

(2) Change, by excavation or filling, the present grade or ground level of the Permanent Easement by more than one foot without the prior written consent of Grantee.

Grantor shall control, and to the extent reasonably necessary, prevent the construction or alteration within the Permanent Easement or the Property of landfills, land excavations, water impoundments, and other land uses which might endanger or interfere with any Improvements, including Grantee's rights of maintenance and reasonable access.

7. Surface Restoration to Land. Grantee shall repair or reimburse Grantor for the reasonable cost of repair for any physical damage done by or resulting from actions or operations of Grantee to Grantor's property outside the Permanent Easement. Grantee shall repair or replace damaged property or reimburse Grantor for the reasonable cost of repair or replacement of physical damage to growing crops, livestock, grazing land, and Grantor's Improvements whether within or without the Permanent Easement caused by laying, repairing, replacing, maintaining or removing of Improvements. Grantee, in constructing, maintaining or altering the Improvements, shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible. Notwithstanding the foregoing, Grantee shall not be liable for damage to structures, buildings, or any other articles whatsoever, constructed, installed, or otherwise existing on the Permanent Easement in violation of the terms of this Agreement, including, but not limited to, any tree(s) which interfere with the Improvements or the rights granted herein.

8. Maintenance of Permanent Easement. Grantee shall have the right from time to time to cut, trim, control, and remove trees, brush and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement and the operation, maintenance, repair and patrolling of the Improvements without liability for damages arising therefrom.

9. Subjacent and Lateral Support. Grantor shall not impair the lateral or subjacent support for the Improvements.

10. Binding Effect. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties.

11. Nature of Easement and Additional Uses. This Permanent Easement shall be permanent and run with the land. It shall also be deemed to touch and concern the land. Exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sound discretion of Grantee. Grantee agrees to permit and authorize such other uses of the subject property, not reserved in Grantor, as will not impair Grantee's rights upon such reasonable

PERMANENT EASEMENT AGREEMENT

Other than Corporation – LLC, LLP, etc.

terms, limitations, and conditions as Grantee shall find reasonably necessary to protect the right of occupancy of the subject property for the purposes of Grantee without undue or unnecessary injury to or impairment of the estate retained by Grantor.

12. **Warranty of Title.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in its title to the land involved or its right to make the grant contained herein.

13. **Mechanic's and Materialmen's Liens.** In no event shall Grantee allow any mechanic's or materialmen's liens to attach against the Property for materials supplied or work performed at the request of, or for the benefit of, Grantee, and Grantee, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense, incurred by Grantor to release any such mechanic's or materialmen's liens against the Property.

14. **Indemnity/Liability.** Grantor hereby releases Grantee and shall fully protect, defend, indemnify and hold harmless Grantee, the City of Colorado Springs, their officers, City Council, Utilities Board, directors, employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature regarding this Agreement or the Improvements to the extent caused by Grantor.

15. **Waiver.** The failure of Grantee to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants or agreements herein contained, or the failure of Grantee in any one or more instances to exercise any option, privilege or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants or agreements, and no forbearance by the Grantee of any default hereunder shall in any manner be construed as constituting a waiver of such default.

16. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of a provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

17. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by Grantee and Grantor.

18. **Notice.** All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Grantee: Colorado Springs Utilities
Utilities Development Services
P.O. Box 1103
Colorado Springs, Colorado 80903
Phone: (719) 668-8264

If to Grantor: Grantor Cygnel Land LLC
Attn: Greg Timm
Address: 24 N. Telson
Colorado Springs CO 80903
Phone: 719-473-4530

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

19. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. In the event of litigation, this Agreement shall be enforceable by either Colorado Springs Utilities or the City of Colorado Springs as provided in Colorado Springs City Code 12-1-108. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

PERMANENT EASEMENT AGREEMENT

Other than Corporation – LLC, LLP, etc.

[IF GRANTOR IS AN ENTITY OTHER THAN CORPORATION, E.G., LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, ETC.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

(SEAL)

Entity: Cygnat Land LLC

By: [Signature]

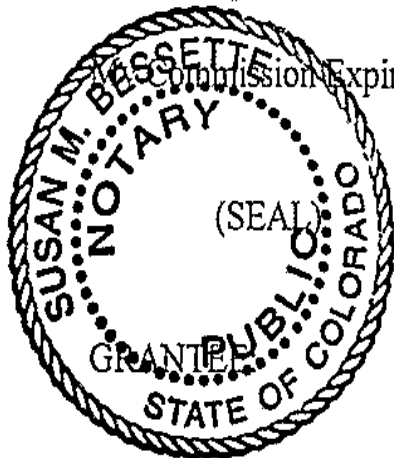
Print Name: Gregory D. Timm

Title: Manager

STATE OF Colorado)
COUNTY OF El Paso) SS

The foregoing instrument was acknowledged before me this 8th day of July 2003, by Gregory D. Timm as Manager (Title) of Cygnat Land LLC (Name of Entity) a limited liability company (Type of Entity).

Witness my hand and official seal.



Commission Expires: 7/9/2006

[Signature]
Notary Public

CITY OF COLORADO SPRINGS,
on behalf of its enterprise,
Colorado Springs Utilities

By: [Signature]

Title: env. support spec (SE)

APPROVED AS TO FORM:

[Signature]
Utilities General Counsel's Office

Date: 7/11/03

EXHIBIT "A"

That parcel described by tax schedule # 5300000385 of the El Paso County, CO
Assessor's records.

CONSTRUCTION EASEMENT DESCRIPTION:

A TRACT OF LAND LOCATED IN THE E 1/2 OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S89°10'57"W ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD; THENCE S00°15'03"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3708.40 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE N00°15'03"W ALONG SAID WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD, A DISTANCE OF 60.00 FEET;
2. THENCE S89°44'29"W A DISTANCE OF 252.73 FEET TO A POINT OF CURVE TO THE LEFT;
3. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 22°02'40", AN ARC LENGTH OF 407.83 FEET, WHOSE LONG CHORD BEARS S78°43'09"W A DISTANCE OF 405.32 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
4. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 940.01 FEET, A DELTA ANGLE OF 17°35'31", AN ARC LENGTH OF 288.62 FEET, WHOSE LONG CHORD BEARS S76°29'34"W A DISTANCE OF 287.48 FEET;
5. THENCE S00°00'00"W A DISTANCE OF 60.19 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF A TRACT OF LAND DESCRIBED AT BK. 5686, PG. 148, PARCEL 4, EL PASO COUNTY RECORDS;
6. THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES; ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1000.01 FEET, A DELTA ANGLE OF 17°52'29", AN ARC LENGTH OF 311.97 FEET, WHOSE LONG CHORD BEARS N76°38'05"E A DISTANCE OF 310.71 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
7. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 22°02'40", AN ARC LENGTH OF 384.75 FEET, WHOSE LONG CHORD BEARS N78°43'09"E A DISTANCE OF 382.38 FEET;
8. THENCE N89°44'29"E A DISTANCE OF 252.73 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE EASEMENT CONTAINS 1.31 ACRES, MORE OR LESS.

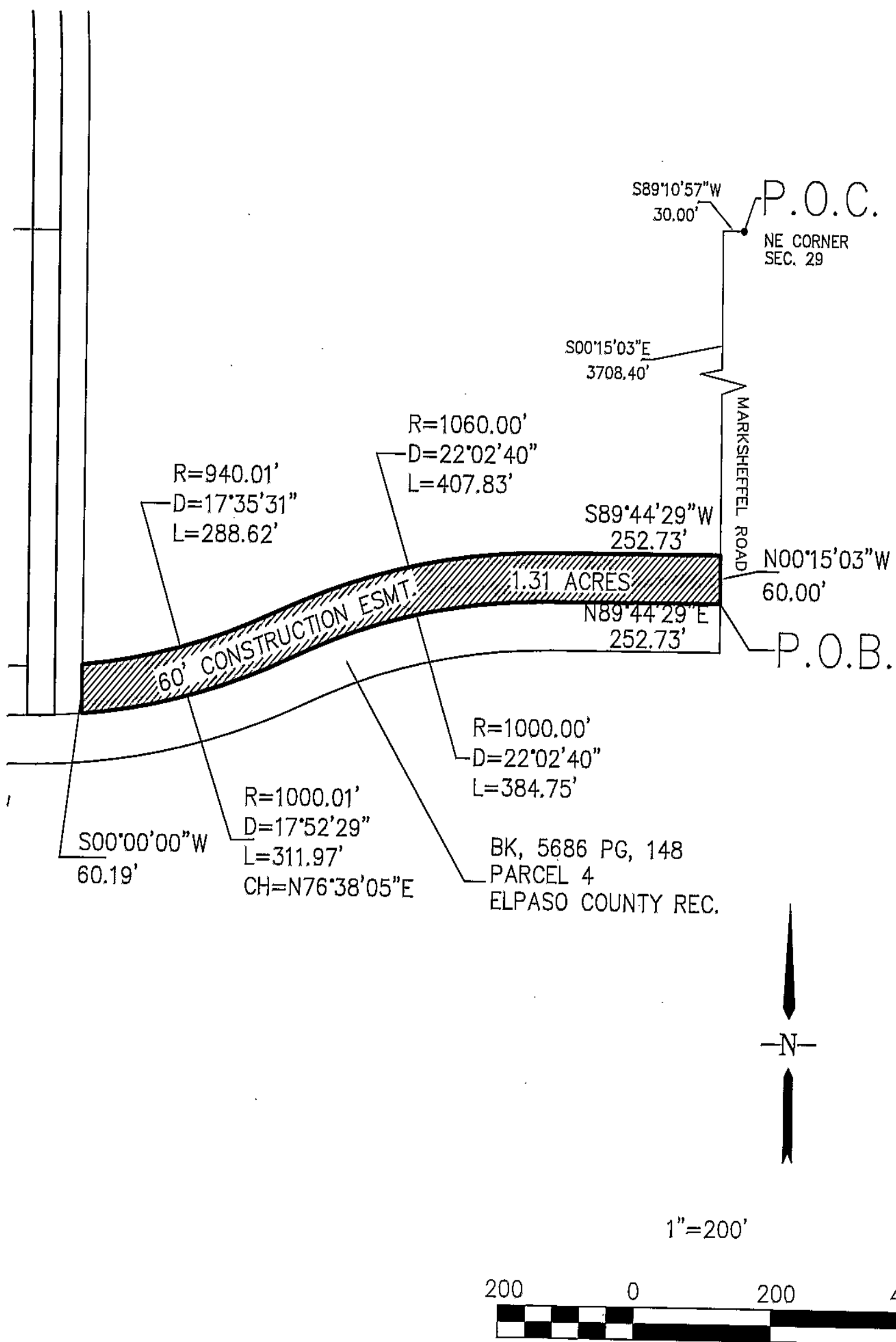
BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, T13S, R65W OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N89°10'57"E FROM THE NORTH ¼ OF SAID SECTION 29 (1 1/2" ALUM. CAP, UP&E LS 11624) TO THE NORTHEAST CORNER OF SAID SECTION 29 (2 ½" ALUM. CAP LS 22095 IN RANGE BOX).

PREPARED BY:

RAYMOND J. PECHEK PLS 24964
FOR AND ON BEHALF OF URS
9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, CO. 80921
(719) 531-0001 APRIL 1, 2003

EXHIBIT B

\\S03in\file1\6742539\CAD\EXHIBITS\CAREFREE-EASEMENTS-4-1-03.dwg 07/08/2003 02:10:04 PM MDT



60' CONSTRUCTION EASEMENT NORTH CAREFREE CIRCLE

URS

9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, COLORADO 80921
TEL: (719) 531-0001 FAX: (719) 531-0007
PROJ NO. 6742539

EXHIBIT C

NON-EXCLUSIVE PERMANENT EASEMENT PE 36

KNOW ALL MEN BY THESE PRESENTS, that CYGNET LAND LLC, whose address is, 31 North Tejon Street, Suite 500, Colorado Springs, Colorado 80903-1514 (hereinafter "Grantor(s)"), for and in consideration of the sum of ONE THOUSAND SIX HUNDRED ONE Dollars and No Cents (\$1,601.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E. Vermijo Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), (have/has) given and granted and by these presents (do/does) hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

See attached Exhibits A, Land Descriptions Exhibit B, Sketch

This non-exclusive permanent easements are for the following purposes, which includes, but are not limited to: roads, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

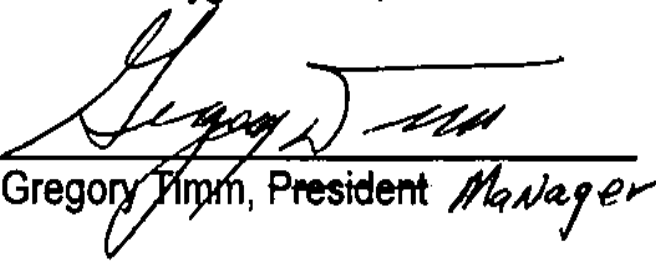
Grantor(s) shall not construct improvements in the easement area that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the drainage facility shall be planted or allowed to grow in this area and may be removed by the Grantee.

That portion of the easement that pertains to slope control is subject to the following conditions: At no time hereafter shall the Grantor(s), or anyone claiming by, through, or under the Grantor, perform any act or thing which is or may be detrimental to, or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantor(s) hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor (have/has) executed this Non-Exclusive Permanent Easement this 30 day of April, 2009.

GRANTOR: Cygnet Land, LLC

By:  By: _____
Gregory Timm, President *Manager*

NON-EXCLUSIVE PERMANENT EASEMENT

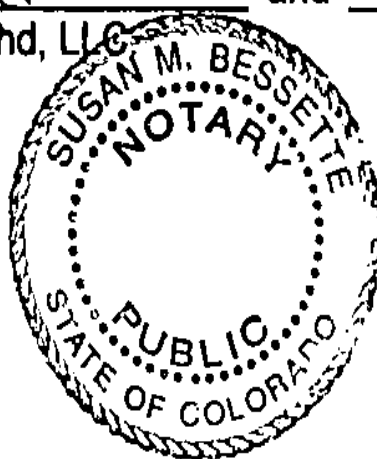
State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 20th day of April, 2009, by Gregory D Timm as Manager and _____ of Cygnet Land, LLC

Witness my hand and official seal.

Susan M. Besette
Notary Public

My Commission Expires: 2-9-2010



Attest:

By: Robert C. Bolink
County Clerk and Recorder

Board of County Commissioners
of El Paso County, Colorado

By: Jim Bensberg
Jim Bensberg, Chairman

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 14th day of May, 2009, Jim Bensberg, Chairman, Board of County Commissioners of El Paso County, Colorado, and as attested to by Robert C Bolink, County Clerk and Recorder.

Witness my hand and official seal.

Norma D. Bolink
Notary Public

My Commission Expires: 10/16/12



PARCEL DESIGNATION: 5329400009 DATE: April 20, 2009

OWNER: CYGNET LAND LLC (Owner current as of the date of certification hereon)

EXHIBIT A

LEGAL DESCRIPTION

NON-EXCLUSIVE PERMANENT EASEMENT PE 36

A non-exclusive permanent easement situated in a parcel of land as described in Book 6797 at Page 40 of the records of El Paso County, said parcel is located in the East Half of Section 29, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap PLS 22095 representing the northeast corner of said Section 29;

Thence South 0°47'26" East a distance of 2650.31 feet to the east quarter corner of said Section 29;

Thence South 0°47'16" East a distance of 869.05 feet;

Thence South 89°12'44" West a distance of 79.73 feet to the **POINT OF BEGINNING**;

Thence South 0°46'45" East a distance of 47.06 feet;

Thence South 27°28'08" West a distance of 42.26 feet;

Thence North 0°46'45" West a distance of 81.04 feet;

Thence North 80°01'15" East a distance of 20.26 feet, to the **POINT OF BEGINNING**.

Said parcel of land contains 1,281 square feet or 0.029 acres more or less.

EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

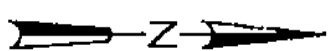
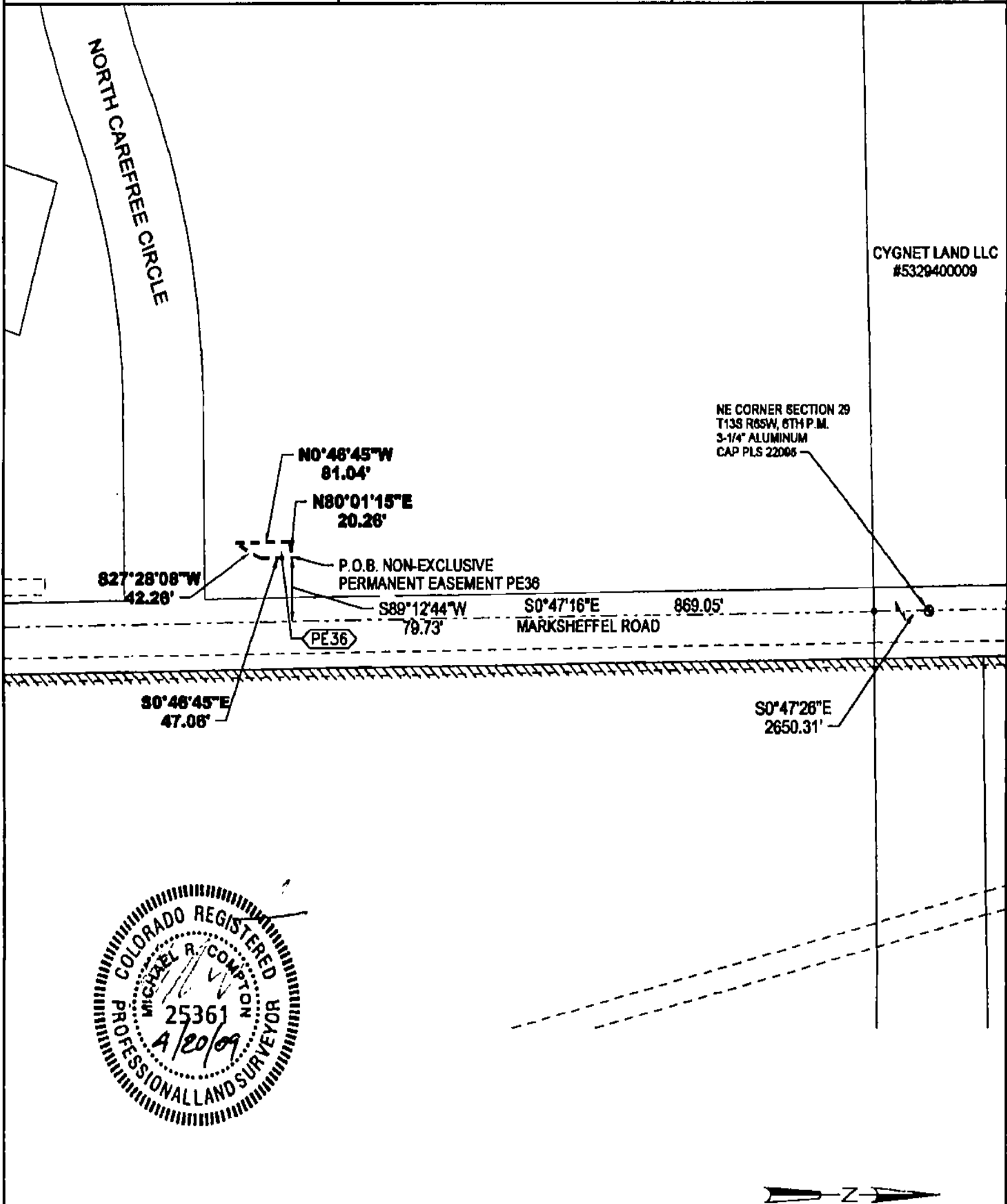
Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.



This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.

90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

DATE: 15-APRIL-2009	EXHIBIT B SKETCH NON-EXCLUSIVE PERMANENT EASEMENT PE36 PARCEL 5329400009 SECTION 29 T 13 S, R 65 W, 6TH P.M. EL PASO COUNTY, COLORADO	
DRAWN BY: L STUDER		
CHECKED BY: M COMPTON		
APPROVED BY: M COMPTON		
DRAWING: 5329400009-PE36-1.dgn		



SCALE: 1" = 200'

SHEET 1 OF 1

- NOTES:
1. This sketch does not constitute a land survey plat by CH2M Hill, Inc.
 2. This sketch is a graphic representation of the burdened property. In the event Exhibit B is inconsistent with Exhibit A, Exhibit A shall control.
 3. Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 46°53'46" E a distance of 40,950.79 ft.

NON-EXCLUSIVE PERMANENT EASEMENT PE 36B

KNOW ALL MEN BY THESE PRESENTS, that CYGNET LAND LLC, whose address is, 31 North Tejon Street, Suite 500, Colorado Springs, Colorado 80903-1514 (hereinafter "Grantor(s)"), for and in consideration of the sum of TWENTY SIX THOUSAND THREE HUNDRED THIRTY Dollars and No Cents (\$26,330.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E. Vermijo Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), (have/has) given and granted and by these presents (do/does) hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

See attached Exhibits A, Land Descriptions Exhibit B, Sketch

This non-exclusive permanent easements are for the following purposes, which includes, but are not limited to: roads, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.


Grantor(s) shall not construct improvements in the easement area that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the drainage facility shall be planted or allowed to grow in this area and may be removed by the Grantee.

That portion of the easement that pertains to slope control is subject to the following conditions: At no time hereafter shall the Grantor(s), or anyone claiming by, through, or under the Grantor, perform any act or thing which is or may be detrimental to, or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantor(s) hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor (have/has) executed this Non-Exclusive Permanent Easement this 30 day of April, 2009.

GRANTOR: Cygnet Land, LLC

By: 
Gregory Timm, President-Manager

By: _____

ROBERT C. "BOB" BALINK

El Paso County, CO

06/23/2009 08:11:48 AM

Doc \$0.00 Page

Rec \$0.00 1 of 4



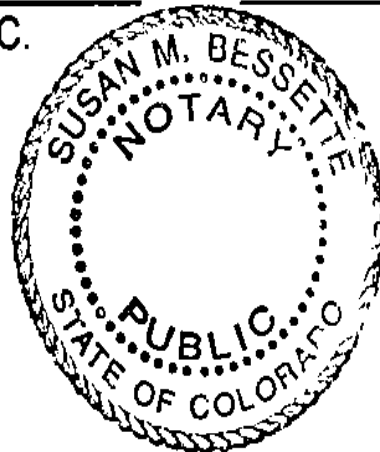
NON-EXCLUSIVE PERMANENT EASEMENT

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 30th day of April, 2009, by Gregory D Timm as Manager and _____ of Cygnet Land, LLC.

Witness my hand and official seal.

Susan M. Besette
Notary Public
My Commission Expires: 7-9-2010



Attest:

By: Robert C Balink
County Clerk and Recorder

Board of County Commissioners
of El Paso County, Colorado

By: Jim Bensberg
Jim Bensberg, Chairman

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 14th day of May, 2009, Jim Bensberg, Chairman, Board of County Commissioners of El Paso County, Colorado, and as attested to by Robert C Balink, County Clerk and Recorder.

Witness my hand and official seal.

Norma D Herrera
Notary Public
My Commission Expires: 10/16/12



PARCEL DESIGNATION: 5329400009 DATE: April 20, 2009
OWNER: CYGNET LAND LLC (Owner current as of the date of certification hereon)

EXHIBIT A

LEGAL DESCRIPTION

NON-EXCLUSIVE PERMANENT EASEMENT PE 36B

A non-exclusive permanent easement situated in a parcel of land as described in Book 6797 at Page 40 of the records of El Paso County, said parcel is located in the East Half of Section 29, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap PLS 22095 representing the northeast corner of said Section 29;
Thence South 0°47'26" East on the east line of said Section 29 a distance of 2108.89 feet;
Thence South 89°12'34" West a distance of 64.36 feet to the **POINT OF BEGINNING**;
Thence South 2°12'24" West a distance of 66.83 feet to a point of curvature;
Thence southerly on a curve to the left a distance of 113.28 feet, said curve has a radius of 8,580.00 feet, a central angle of 0°45'24", and a long chord that bears South 1°49'42" West a distance of 113.28 feet;
Thence South 90°00'00" West a distance of 75.14 feet;
Thence North 0°00'00" West a distance of 180.00 feet;
Thence South 90°00'00" East a distance of 81.33 feet to the **POINT OF BEGINNING**;

Said parcel of land contains 14,043 square feet or 0.322 acres more or less.

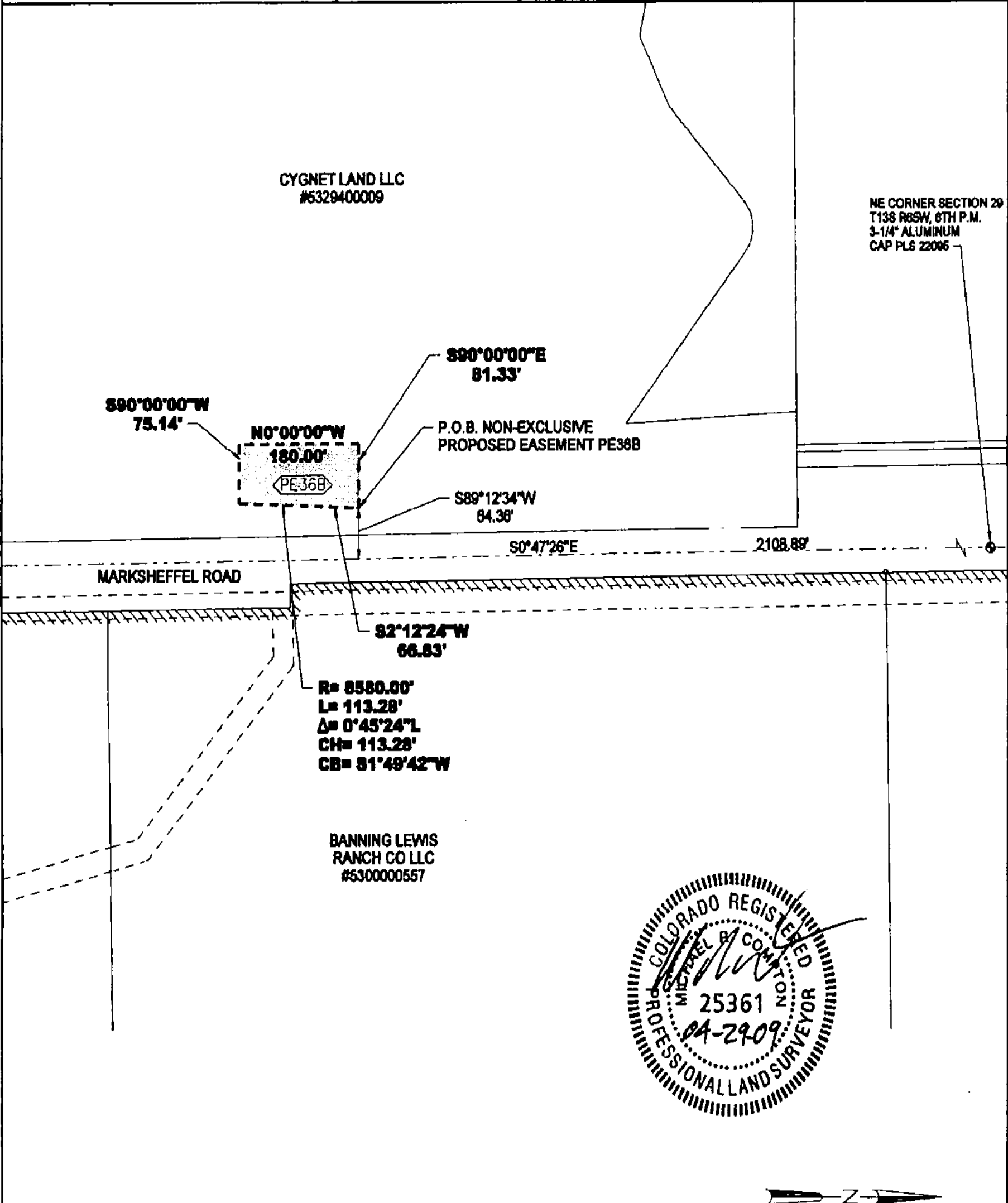
EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.

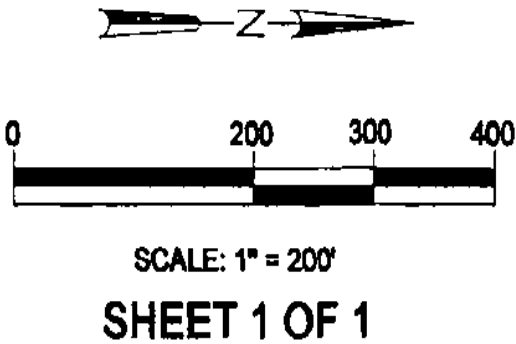


This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.
90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903




DATE: 28-APRIL-2009	EXHIBIT B SKETCH NON-EXCLUSIVE PERMANENT EASEMENT PE36B PARCEL 5329400009 SECTION 29 T 13 S, R 65 W, 6TH P.M. EL PASO COUNTY, COLORADO	
DRAWN BY: L STUDER		
CHECKED BY: M COMPTON		
APPROVED BY: M COMPTON		
DRAWING: 5329400009-PE36B-1.dgn		



- NOTES:
1. This sketch does not constitute a land survey plat by CH2M Hill, Inc.
 2. This sketch is a graphic representation of the burdened property. In the event Exhibit B is inconsistent with Exhibit A, Exhibit A shall control.
 3. Bearings are based on a GPS Static Survey performed July 20, 2008 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E a distance of 40,950.79 ft.



BOCC

El Paso County Public Services Department MEMORANDUM OF AGREEMENT (LOCAL PUBLIC AGENCY)		Project # 75174
		Location Marksheffel Road
		Parcel # 5
Project code (SA#)	N/A	County El Paso
		Station to station N/A
<p>This agreement made on _____ (date), 2010 is between El Paso County By and Through the Board of County Commissioners of El Paso County, Colorado, by its Public Services Department, (GRANTEE) for the purchase of the parcel(s) listed above from the Owners(s) CYGNET LAND LLC, (GRANTOR). Just Compensation was determined by appraisal(s) prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.</p>		
Land (described in attached exhibits)	0 square feet	\$
Permanent and Slope Easements (described in attached exhibits) (for Plains All American Pipeline)	5,783.29 square feet	\$ 11,566.58
Temporary Easement (for Plains All American Pipeline)	2,344.98 square feet	\$ 469.00
Improvements: N/A		\$
Damages: N/A		\$ 0.00
Gross Total		\$ 12,035.58
Benefit		\$ 0.00
Net total		\$ 12,035.58
Other Conditions: N/A		
<p>Notwithstanding anything to the contrary herein, the Agreement is contingent upon the El Paso County Board of County Commissioner's (hereinafter "Board") consideration and approval, and the Grantee will only make payment after receiving an acceptable conveyance instrument from the Grantor as indicated below and after formal approval by the Board.</p>		
<p>The GRANTOR and GRANTEE agree that:</p> <ul style="list-style-type: none">-There are no promises, terms, conditions, or obligations other, than those listed on this Agreement.- Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees-The compensation shown on this agreement is for the fee simple estate of the parcels described and damages of any kind, unless otherwise indicated.		
<p>The GRANTOR:</p> <ul style="list-style-type: none">-will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year.-has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes.-will execute and deliver to GRANTEE those documents indicated below.		
<p>The GRANTEE:</p> <ul style="list-style-type: none">-will be entitled to specific performance of this agreement upon tender of the agreed consideration.-will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.-will take possession of the parcel(s) when it tenders payment to the GRANTOR unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.-will prepare the following documents:		
<input type="checkbox"/> General Warranty Deed	<input type="checkbox"/> w/Min. Rev.	<input type="checkbox"/> Utility Easement
<input type="checkbox"/> Access Deed		<input checked="" type="checkbox"/> Permanent Easements (1)
<input type="checkbox"/> Full Release(s) Book/Page _____		<input type="checkbox"/> Slope Easement
<input type="checkbox"/> Partial Release(s) Book/Page _____		<input checked="" type="checkbox"/> Temporary Easements (1)
<input type="checkbox"/> Other (Specify) Special Warranty Deeds		
<input checked="" type="checkbox"/> Title Company to prepare documents except		
Order warrant \$12,035.58	payable to: Fidelity National Title Guaranty as Escrow Agent for Cygnet Land LLC	
Order warrant \$	payable to:	
Right of Way Specialist: 	Grantor Signature Cygnet Land, LLC 84-1325315	
Board of County Commissioners of El Paso County, Colorado by the El Paso County Chair: 	Grantor (if applicable)	
Attest:  County Clerk & Recorder	Grantor (if applicable)	

Original- LPA / copy - CDOT Staff ROW / copy - CDOT Design Engineer /
Copy - CDOT Region ROW / copy - Property Owner(s)

CDOT Form 8783 8/97

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

12/02/2010 10:05:09 AM

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Page

Rec \$0.00

1 of 1



210122621



CHUCK BROERMAN

El Paso County, CO

04/29/2015 11:31:52 AM

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Page

Rec \$0.00

1 of 6



215041394

RESOLUTION NO. 15- 183

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE A MAP AMENDMENT REZONE WINDERMERE (P-14-004)

WHEREAS, Stephens James Todd, did file a petition with the Development Services Department of El Paso County to Rezone the herein described property in El Paso County from the RR-5 (Residential Rural) Zone District to the RS-5000 (Residential Suburban) and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on April 7, 2015, upon which date the Planning Commission did by formal resolution recommend approval of the subject Zone change petition with; and

WHEREAS, a public hearing was held by this Board on April 28, 2015; and

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

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The proposed zoning is in compliance with the recommendations set forth in the Master Plan for the unincorporated area of the county.
4. The proposed land use will be compatible with existing and permitted land uses in the area.
5. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.

6. For the above-stated and other reasons, the proposed Zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.
7. Changing conditions clearly require amendment to the Zoning Resolutions.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Stephens James Todd for a Zone change from the RR-5 (Residential Rural) Zone District to the RS-5000 (Residential Suburban) Zone District for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions/notation shall be placed upon this approval:

CONDITIONS OF APPROVAL

1. The developer shall comply with federal and state laws, regulations, ordinances review and permit requirements, and other agency requirements. Applicable agencies include, but are not limited to: the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.
2. Applicable park and school fees shall be paid with any final plats.
3. Applicable traffic, drainage and bridge fees shall be paid with each final plat.

NOTATIONS

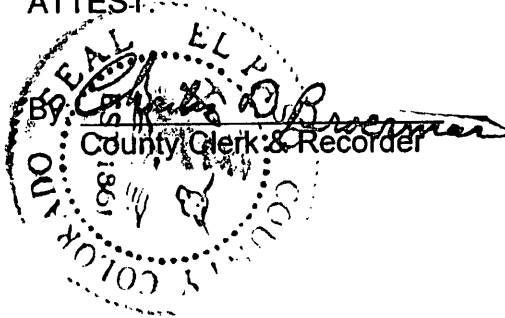
1. If a zone or rezone petition has been disapproved by the Board of County Commissioners, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.
2. Rezoning requests not forwarded to the Board of County Commissioners for consideration within 180 days of Planning Commission action will be deemed withdrawn and will have to be resubmitted in their entirety.

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

DONE THIS 28th day of April 2015, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:



By: [Signature]
Chair

EXHIBIT A

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF THE SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING No. 2, MONUMENTED AT ITS WEST END WITH A #4 REBAR AND YELLOW PLASTIC CAP, PLS 24964 AND AT ITS EAST END WITH A #5 REBAR AND ORANGE PLASTIC CAP, PLS 38141, AND ASSUMED TO BEAR N 89°56'53" E.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING No. 2 AS RECORDED IN RECEPTION No. 202192387, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF SAID CHATEAU AT ANTELOPE RIDGE FILING No. 2:

1. N 89°56'53" E, A DISTANCE OF 670.94 FEET;
2. S 77°13'21" W, A DISTANCE OF 296.79 FEET;
3. S 14°41'09" E, A DISTANCE OF 81.11 FEET;
4. S 77°39'54" E, A DISTANCE OF 397.87 FEET;
5. N 63°24'07" E, A DISTANCE OF 97.95 FEET;
6. N 47°01'52" E, A DISTANCE OF 173.02 FEET;
7. 54.01 FEET ALONG THE ARC OF 50.64 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°06'12" AND A CHORD THAT BEARS S 85°42'14" E 51.48 FEET;
8. S 50°34'05" E, A DISTANCE OF 287.41 FEET;
9. N 03°10'04" W, A DISTANCE OF 254.58 FEET;
10. N 89°56'53" E, A DISTANCE OF 70.30 FEET;

THENCE N 89°42'51" E, A DISTANCE OF 58.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS RECORDED IN RECEPTION No. 209071394; THENCE THE FOLLOWING SEVEN (7)

COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF SAID
MARKSHEFFEL ROAD:

1. S 00°37'08" E, A DISTANCE OF 53.18 FEET;
2. 460.80 FEET ALONG THE ARC OF A 7,920.00 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°20'01" AND A CHORD THAT BEARS S 01°04'11" W 460.73 FEET;
3. S 02°45'59" W, A DISTANCE OF 207.41 FEET;
4. 446.97 FEET ALONG THE ARC OF A 8,580.00 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°59'05" AND A CHORD THAT BEARS S 01°15'27" W 446.92 FEET;
5. S 00°14'40" E, A DISTANCE OF 943.51 FEET;
6. S 28°04'07" W, A DISTANCE OF 54.01 FEET;
7. S 59°11'20" W, A DISTANCE OF 73.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS RECORDED IN RECEPTION No. 205015091;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH
RIGHT-OF-WAY LINE OF SAID NORTH CAREFREE CIRCLE:

1. S 89°49'32" W, A DISTANCE OF 113.86 FEET;
2. 407.83 FEET ALONG THE ARC OF A 1,060.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°02'39" AND A CHORD THAT BEARS S 78°48'13" W 405.32 FEET TO A POINT OF REVERSE CURVATURE;
3. 288.59 FEET ALONG THE ARC OF A 940.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°35'25" AND A CHORD THAT BEARS S 76°34'35" W 287.46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-
OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:

1. N 00°00'00" E, A DISTANCE OF 712.81 FEET;

Resolution No. 15- 183

2. 762.65 FEET ALONG THE ARC OF A 1,280.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°08'17" AND A CHORD THAT BEARS N 17°04'08" W 751.42 FEET TO A POINT OF REVERSE CURVATURE;

3. 928.37 FEET ALONG THE ARC OF A 1,560.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°05'50" AND A CHORD THAT BEARS N 17°05'22" W 914.73 FEET;

4. N 00°04'30" W, A DISTANCE OF 35.51 FEET TO THE POINT OF BEGINNING, HAVING A CALCULATED AREA OF 2,268,042 SQUARE FEET (52.07 ACRES) OF LAND, MORE OR LESS.

TOGETHER WITH

TRACT A, CHATEAU AT ANTELOPE RIDGE FILING NO. 2 AS RECORDED IN RECEPTION NO. 202192387, HAVING A CALCULATED AREA OF 3.51 ACRES OF LAND, MORE OR LESS.

BCC

Chuck Broerman
08/01/2018 09:59:01 AM
Doc \$0.00
Rec \$0.00

6
Pages

El Paso County, CO



218088706

RESOLUTION NO. 18-318

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVAL OF A RECONSIDERATION OF AN EXPIRED PRELIMINARY PLAN.

WHEREAS, On April 28, 2015, the Board of County Commissioners approved the Windermere Preliminary Plan (Resolution 15-184); and

WHEREAS, that administrative approval for a reconsideration of a preliminary plan is not available; and

WHEREAS, Tim McConnell, of Drexel, Barrel, & Co. on behalf of property owner, Todd Stevens, Windsor Ridge Homes, is requesting the Board of County Commissioners to grant a two (2) year extension of the Windermere Preliminary Plan; and

WHEREAS, a finding of sufficiency for water quality, quantity, and dependability is not requested with this reconsideration of an expired preliminary plan;

WHEREAS, the original conditions remain in effect and are included below;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves the petition of Tim McConnell for a two (2) year extension of the preliminary plan for property located within the unincorporated area of El Paso County more particularly described in Exhibit A, which is attached hereto and incorporated by reference;

RECOMMENDED CONDITIONS OF APPROVAL

1. A 6' tall concrete fence shall be installed along the perimeter of the development adjacent to Marksheffel Road, North Carefree Circle, and Antelope Ridge Drive by the developer to be maintained by the Home Owners Association.
2. A driveway access permit will be required from the El Paso County Planning and Community Development Department for any access to a county maintained roadway.
3. Prior to scheduling for the Board of County Commissioners consideration, all remaining technical issues shall be resolved in accordance with Planning and Community Development.
4. Applicable traffic, drainage and bridge fees shall be paid with

each final plat.

5. Applicable school and park fees shall be paid with any final plats.
6. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed species.
7. The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assigns that Subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the Countywide Transportation Improvement Fee Resolution (Resolution 16-454), as amended, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would find the fee obligation before sale of the property.
8. The detention ponds in Tract A Filing No. 1 and Tract C Filing No. 2 shall be built by the developer.
9. No individual lot access to North Carefree Circle, Marksheffel Road, and Antelope Ridge Drive will be allowed.
10. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.
11. Developer shall provide collateral for the removal and replacement of the temporary cul-de-sac improvements when the roadway is transitioned to a future consistent 50' through right-of-way.
12. The traffic study with the final plat(s) will determine the amount of escrow towards the construction of intersection improvements at

Antelope Ridge and North Carefree Circle.

Staff recommends the following revised Notation:

- 1. Approval of the preliminary plan shall expire on July 31, 2020.

DONE THIS 31st day of July 2018, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO



By: [Signature]
President

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF THE SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING No.2, MONUMENTED AT ITS WEST END WITH A #4 REBAR AND YELLOW PLASTIC CAP, PLS 24964 AND AT ITS EAST END WITH A #5 REBAR AND ORANGE PLASTIC CAP, PLS 38141, AND ASSUMED TO BEAR N 89°56'53" E

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING No.2 AS RECORDED IN RECEPTION No. 202192387, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF SAID CHATEAU AT ANTELOPE RIDGE FILING No.2:

1. N 89°56'53" E, A DISTANCE OF 670.94 FEET;
2. S 77°13'21" W, A DISTANCE OF 296.79 FEET;
3. S 14°41'09" E, A DISTANCE OF 81.11 FEET;
4. S 77°39'54" E, A DISTANCE OF 397.87 FEET;
5. N 63°24'07" E, A DISTANCE OF 97.95 FEET;
6. N 47°01'52" E, A DISTANCE OF 173.02 FEET;
7. 54.01 FEET ALONG THE ARC OF 50.64 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°06'12" AND A CHORD THAT BEARS S 85°42'14" E 51.48 FEET;
8. S 50°34'05" E, A DISTANCE OF 287.41 FEET;
9. N 03°10'04" W, A DISTANCE OF 254.58 FEET;
10. N 89°56'53" E, A DISTANCE OF 70.30 FEET;

THENCE N 89°42'51" E, A DISTANCE OF 58.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS RECORDED IN RECEPTION No. 209071394; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD:

1. S 00°37'08" E, A DISTANCE OF 53.18 FEET;
2. 460.80 FEET ALONG THE ARC OF A 7,920.00 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°20'01" AND A CHORD THAT BEARS S 01°04'11" W 460.73 FEET;
3. S 02°45'59" W, A DISTANCE OF 207.41 FEET;
4. 446.97 FEET ALONG THE ARC OF A 8,580.00 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°59'05" AND A CHORD THAT BEARS S 01°15'27" W 446.92 FEET;
5. S 00°14'40" E, A DISTANCE OF 943.51 FEET;
6. S 28°04'07" W, A DISTANCE OF 54.01 FEET;
7. S 59°11'20" W, A DISTANCE OF 73.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS RECORDED IN RECEPTION No. 205015091;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH CAREFREE CIRCLE:

1. S 89°49'32" W, A DISTANCE OF 113.86 FEET;
2. 407.83 FEET ALONG THE ARC OF A 1,060.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°02'39" AND A CHORD THAT BEARS S 78°48'13" W 405.32 FEET TO A POINT OF REVERSE CURVATURE;
3. 288.59 FEET ALONG THE ARC OF A 940.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°35'25" AND A CHORD THAT BEARS S 76°34'35" W 287.46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:

1. N 00°00'00" E, A DISTANCE OF 712.81 FEET;
2. 762.65 FEET ALONG THE ARC OF A 1,280.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°08'17" AND A CHORD THAT BEARS N 17°04'08" W 751.42 FEET TO A POINT OF REVERSE CURVATURE;
3. 928.37 FEET ALONG THE ARC OF A 1,560.00 FOOT RADIUS TANGENTIAL

RESOLUTION NO. 18-318

PAGE 6

CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°05'50" AND A CHORD THAT BEARS N 17°05'22" W 914.73 FEET;

4. N 00°04'30" W, A DISTANCE OF 35.51 FEET TO THE POINT OF BEGINNING, HAVING A CALCULATED AREA OF 2,268,042 SQUARE FEET (52.07 ACRES) OF LAND, MORE OR LESS.

TOGETHER WITH

TRACT A, CHATEAU AT ANTELOPE RIDGE FILING NO.2 AS RECORDED IN RECEPTION NO. 202192387, HAVING A CALCULATED AREA OF 3.51 ACRES OF LAND, MORE OR LESS.

THE
UNITED STATES OF AMERICA.

Certificate No. 1707

To all to whom these presents shall come—GREETING:

Whereas, *Christ Gunders*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Pueblo, Colorado*, whereby it appears that full payment has been made by the said *Christ Gunders*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto for the South West quarter of the South East quarter of Section thirty nine, and the West half of the North East quarter, and the North West quarter of the South East quarter of Section thirty two in Township thirteen South of Range sixty five West, in the District of Lands subject to sale at *Pueblo Colorado*, containing one hundred and sixty acres, according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Christ Gunders*.

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said

Christ Gunders

and to *his* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Christ Gunders*

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *Ulysses S. Grant* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the *twentieth* day of *February* in the year of our Lord one thousand eight hundred and *seventy seven* and of the independence of the United States the *one hundred and first*

Recorded, Vol. 11
Page 307

By the President:

U. S. Grant
S. W. Clark

By

N. D. Paine
Recorder of the General Land Office.

Secretary.

Filed for Record the

20

day of

April

A. D. 1877

at

11

o'clock

A. M.



Ind

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, GREETING:

HOMESTEAD CERTIFICATE No. 103110
APPLICATION 7899

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of Joseph L. Jackson has been established and duly consummated, in conformity to law, for the south-east quarter of the south-east quarter and the south-west quarter of the south-east quarter of Section No. 10, Township 36 North, Range 67 East, 6th Principal Meridian, containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said Joseph L. Jackson the tract of land above described: To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said Joseph L. Jackson and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States.



In Testimony Whereof, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the 10th day of September in the year of our Lord one thousand nine hundred and six and of the Independence of the United States the one hundred and Twenty-Sixth

By the President: Woodrow Wilson

By: [Signature] Secretary, Recorder of the General Land Office.

Recorded, Colorado, Vol. 107, Page 187

Filed for Record the 2nd day of January, A. D. 1906, at 10 o'clock A. M. [Signature] Recorder.

floor if any such are situated at present time on above lot within thirty days after written notice addressed to them to remove same has been posted in the mails in regular way by Mary M. Moore.

Dated this 22nd day of July A. D. 1911.

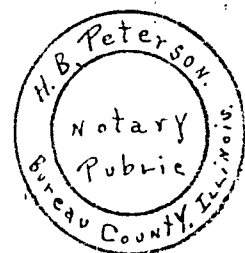
Signed, Sealed and Delivered in the
Presence of

Howard H. Priestley (seal)
Mabel S. Priestley (seal)
____ (seal)
____ (seal)

State of Illinois)
Bureau County.)

I, H. B. Peterson a Notary Public in and for the said County, in the County, in the State aforesaid, do hereby certify that Howard H. Priestley and Mabel S. Priestley personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and notarial seal, this 22nd day of July A. D. 1911



H. B. Peterson
Notary Public

My Commission expires Oct 18th 1914

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No. 186126

Warranty Deed

The Colorado Telephone Company
By E. B. Field, President et al

to

The Mountain States Telephone and
Telegraph Company

Filed for record 10:38 A. M.

Aug. 5 1911

Elroy C. Sheldon, Recorder

THIS DEED made this 17th day of July, in the year of our Lord one thousand nine hundred and eleven, between THE COLORADO TELEPHONE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, and E. B. FIELD, EDW. B. FIELD, JR., A. V. HUNTER, PHILIP FELDHAUSER, E. S. KASSLER, W. L. GRAHAM, E. M. BURGESS, RODERICK REID, and CRAWFORD HILL, as directors of the said THE COLORADO TELEPHONE COMPANY, parties of the first

part, and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, party of the second part, WITNESSETH:

That the said parties of the first part for and IN CONSIDERATION of the sum of one dollar and other good and valuable considerations to the parties of the first part in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described lots, tracts, strips and parcels of land, situate, lying and being

in the County of El Paso, State of Colorado, to-wit:

All that part of Lots numbered nine (9), ten (10), eleven (11) and twelve (12), in block numbered seventy-two (72), City of COLORADO SPRINGS, bounded as follows: Beginning at the southwest corner of said Lot 9, thence running north along the west line of said Lots eighty-five (85) feet; thence east, parallel with the south line of said Lot 9, thirty (30) feet; thence south parallel with the first course, eighty-five (85) feet to the south line of Lot 9; thence west thirty (30) feet to the place of beginning, subject to the provision that intoxicating liquors shall never be manufactured, sold, or otherwise disposed of as a beverage in any place of public resort in or upon the above described property, or any part thereof; also,

The southerly thirty-six (36) feet of Lots numbered fifteen (15) and sixteen (16), Block one hundred sixty-one (161), in the City of COLORADO CITY, subject to a right of way over, under and across the westerly four (4) feet of said Lot 15;

Also all rights, rights of way and easements now exercised, owned, used and occupied by the corporation party of the first part, or which the said party is entitled to exercise, use and occupy, whether obtained by license, permit, grant, conveyance, prescription, adverse user or otherwise, located in the County of EL PASO, State of COLORADO, and including the rights, rights of way and easements evidenced by the following instruments in writing, to-wit:

Grantor	Date of Instrument	Description of Property	Recorded, Records of Clerk & Recorder El Paso County	
			Book	Page
T. Harrison	March 11, 1905	Sec. 5, T. 13 S., R. 66 W. 6th P. M.	401	6
The Ute Pass Improvement Co.	March 20, 1905	Secs. 15 & 16, T. 13 S., R. 66 W 6th P. M.	358	571
The Cascade Town Co.	March 11, 1905	In Town of Cascade and on approximately the County Road through NE 1/4 Sec. 26, W 1/2 Sec. 23, in T. 13 S., R. 66 W. 6th P. M.	401	6
E. Dwyer	Dec. 23, 1909	N 1/2 of SE 1/4 and SE 1/4 of SEC. 1, T. 12, S., R. 67 W.	440	235
J. W. Gorsline	Dec. 4, 1909	NE 1/4 of NE 1/4 of SE 1/4 of Sec. 12, T. 12 S., R. 67 W.	440	246
The Fountain Land & Irrigation Co.	Oct. 27, 1905	SE 1/4 of SE 1/4 of Sec. 3, T. 15 S., R. 66 W of 6th P. M.	401	115
J. H. Shmate,	Oct. 6, 1909	N 1/2 of NW 1/4 of Sec. 18, T. 12 S., R. 66 W. of 6th P. M.	440	201
J. W. Doughty	July 28, 1906	NE 1/4 SEC. 19; SE 1/4 of SE 1/4 Sec. 18 and NW 1/4 of NW 1/4 Sec. 20; all in T. 12 S., R. 66 W. of 6th P. M.	401	225
J. W. Doughty	Oct. 7, 1909	N 1/2 of N 1/2 of Sec. 19, and NW 1/4 of NW 1/4 Sec. 20, and N 1/2 of NW 1/4 Sec. 30, T. 12 S., R. 66 W. 6th P. M.	440	200
J. E. Tyler	July 21, 1910	N 1/2 of SE 1/4 Sec. 30, and N 1/2 of NW 1/4 Sec. 31, T. 12 S., R. 66 W. of 6th P. M.	440	404
J. W. Green	July 28, 1906	SE 1/4 Sec. 31, SE 1/4 Sec. 32, T. 12 S., R. 66 W. and NW 1/4 and N 1/2 of SE 1/4 Sec. 6, T. 13 S., R. 66 W. of 6th P. M.	401	225
O. Johnson	Dec. 10, 1909	N 1/2 of SE 1/4 of Sec. 7, T. 12 S., R. 66 W. of 6th P. M.	440	246

J. H. Smith	Oct. 2, 1905	Sees. 9, 15 and 22, T. 17 S., R. 65 W. of 6th P. M.	401	95
W. G. Riddock	Sept. 23, 1905	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 6, T. 16 S., R. 65 W. of 6th P. M.	401	89
M. H. Rounsavell	Sept. 26, 1905	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 6, T. 16 S., R. 65 W. of 6th P. M.	401	91
A. D. Mann	Sept. 27, 1905	NE $\frac{1}{4}$ of Sec. 6, T. 16 S., R. 65 W. of 6th P. M.	401	92
R. E. Love	Sept. 26, 1905	NE $\frac{1}{4}$ of Sec. 20, T. 16 S., R. 65 W. of 6th P. M.	401	91

Recorded, Records of
Clerk & Recorder
El Paso County

Grantor	Date of Instrument	Description of Property	Book	Page
G. Bader	Sept. 23, 1905	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ & NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 31, T. 15 S., R. 65 W. of 6th P. M.	401	88
Margaret Haskins	Feb. 1, 1908	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 31, T. 15 S., R. 65 W. of 6th P. M.	401	445
Louie J. Voss	Jan. 30, 1901	West of Wade Place head of S. Cheyenne Canon,	358	431
J. W. Potter	Sept. 23, 1905	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 31, T. 15 S., R. 65 W. of 6th P. M.	401	89
The National Land & Cattle Co.	Dec. 6, 1904	Sec. 15, T. 13 S., R. 65 W. 6th P. M.	358	541
L. M. Rowlands	May 17, 1905	SE $\frac{1}{4}$ of Sec. 20, T. 13 S., R. 65 W. of 6th P. M.	401	23
T. Ord,	Dec. 7, 1904	NW $\frac{1}{4}$ of Sec. 21, T. 13 S., R. 65 W. 6th P. M.	358	541
Catharine Anderson	Dec. 13, 1904	NW $\frac{1}{4}$ Sec. 31, T. 13 S., R. 65 W. 6th P. M.	358	543
S. Rice	Dec. 8, 1904	NE $\frac{1}{4}$ of Sec. 31, T. 13 S., R. 65 W. 6th P. M.	358	540
J. T. Hobbs	Dec. 12, 1904	T. 12 S., R. 64 W., 6th P. M. Sees. 8, 17, 20 & 21.	358	542
J. H. Shemwell	Dec. 5, 1904	Sec. 32, T. 12 S., R. 64 W. 6th P. M.	358	540
E. Knowles	Nov. 30, 1904	Sec. 4, T. 11 S., R. 64 W. 6th P. M.	358	542
T. W., H. L. and Nancy A. Roberts,	Apr. 19, 1905,	Sees. 21 and 28, T. 11 S., R. 64 W. 6th P. M.	401	8
J. Dawson And S. A. Barnett,	Apr. 1, 1905,	Sees. 21 and 22, T. 11 S., R. 64 W. 6th P. M.	401	8
The Russell Gates Mer. Co.	Mar. 31, 1905	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 28, T. 11 S., R. 64 W. 6th P. M.	401	7
Keen Brothers	Feb. 11, 1905	Sec. 32, T. 11 S., R. 64 W. 6th P. M.	358	560
J. Whisnand	Dec. 2, 1904	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 33, T. 11 S., R. 64 W. 6th P. M.	358	539
A. A. Hall	Mar. 3, 1906	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 6, and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 7, both in T. 12 S., R. 63 W. of the 6th P. M.	401	174
A. J. Henbest,	Mar. 8, 1906	Lots 1 and 2, block 16, Town of Calhan, and lots 11 and 12, Henbest's Sub. of Block 23, Town of Calhan	401	172
Caroline R. Freeman	Mar. 8, 1906	NE $\frac{1}{4}$ Sec. 1, T. 12 S., R. 62 W. of the 6th P. M.	401	170
C. B. Saxton,	Mar. 23, 1906	N $\frac{1}{2}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 5, T. 12 S., R. 61 W. of 6th P. M.	401	184
J. T. Lemon	Mar. 8, 1906	N $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec. 6, T. 12 S., R. 61 W. of the 6th P. M.	401	170
L. W. Scott,	Mar. 8, 1906	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 6, T. 12 S., R. 61 W. of 6th P. M.	401	172
R. Cameron	Mar. 10, 1906	W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 6, T. 11 S., R. 60 W. of the 6th P. M.	401	174

Recorded, Records of
Clerk & Recorder
El Paso County

Grantor	Date of Instrument	Description of Property	Book	Page
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L. Cannon	Mar. 10, 1906	W $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 6, T. 11 S., R. 60 W. and SE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 1, T. 11 S., R. 61 W. of 6th P. M.	401	175
J. J. May,	May 9, 1910	Property at 1609 Cheyenne Road, Colorado Springs,		
Anastasia Flame- gan,	Dec. 21, 1910	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 13, T. 14 S., R. 67 W. of 6th P. M.	440	496
L. C. Guire	Nov. 30, 1910	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 26, T. 11 S., R. 67 W. of 6th P. M.		
Mrs. G. W. Rankin	May 14, 1910,	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 35, T. 14 S., R. 67 W. 6th P. M.	440	354
D. Chisholm	May 19, 1910	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$, and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 36, T. 14 S., R. 67 W. 6th P. M.	440	335
C. E. Waldron	Oct. 13, 1909,	E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 26, T. 11 S., R. 67 W. 6th P. M.	440	206
O. P. Jackson	Oct. 8, 1909,	W $\frac{1}{2}$ W $\frac{1}{2}$ of Sec. 36, and W $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 26, T. 11 S., R. 67 W. of 6th P. M.	440	200
Mrs. M. M. Holbrook	Jan. 11, 1894	Grantor's property in Town of Monument, Rec. June 21, 1904	358	430
Mrs. H. S. Ballou	Jan. 13, 1904	Grantor's property in Town of Monument	358	431
D. McShane	Aug. 6, 1900,	Ranch McShane, Sec. 15, NE $\frac{1}{4}$, T. 10 S. R. 67 W.	358	432
J. A. Weir	Sept. 23, 1905	NE $\frac{1}{4}$ Sec. 33, T. 14 S., R. 66 W. of 6th P. M.	401	90
Mrs. A. P. Fulton	Sept. 3, 1907	Property 219 E. Monument St., Colorado Springs,		
The East Colo. Springs Land Co.	Feb. 24, 1908,	T. 14 S., R. 65 & 66 W. of 6th P. M.	358	565
The Pike's Peak Fuel Co.,	Mar. 14, 1910,	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 7, and E $\frac{1}{2}$ of E $\frac{1}{2}$ of Sec. 18, T. 13 S., R. 66 W. of 6th P. M.	375	495

The Myron Stratton
Home
May 17, 1910,
Commencing at a point on the
North line of the NW $\frac{1}{4}$ of the
NW $\frac{1}{4}$ of Sec. 31, T. 14 S.,
R. 66 W., immediately south
of Tenth Street in Piedmont,
said County and State; thence
running in a Southwesterly
direction to the point where the
aforesaid 40-acre tract inter-
sects with what is known as
the County Road. Also commencing
at the Northwest corner of
the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. 36,
T. 14 S., R. 67 W. running
thence South along the
Western boundary line of
said last mentioned 60-acre
tract to the Southern bound-
ary line thereof. Also com-

Recorded, Records of
Clerk & Recorder
El Paso County

Grantor	Date of Instrument	Description of Property	Book	Page
		mening at the Northeast corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 1, T. 15 S., R. 67 W., running thence West along the North Boundary line of said 40-acre tract, and along the North boundary line of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Sec. 1, and along the North bound- ary line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 2, T. 15 S. R. 67 West to the Eastern boundary line of what is known as the County Road. Also commencing at a point on the East line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 30, T. 14 S., R. 66 W., immediately West of Line Street in Piedmont, running thence Southwesterly across said 40- acre tract and Southwesterly ac- cross the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of		

		Sec. 31, T. 14 S., R. 66 West to the Eastern boundary line of Broadmoor Avenue in Broadmoor. Also beginning at a point on the West boundary line of Lot 8, in Block 17, Broadmoor, where the same intersects with the North boundary line of Lot 1, in Block 37, Broadmoor, running thence South to the North line of Mesa Avenue in Broadmoor. Also beginning at a point on the Western boundary line of Circle Avenue, immediately South of Hazel Avenue, running thence to various buildings adjacent to Cheyenne Lake.	
H. J. Northrup	Oct. 13, 1909,	E ₂ of SW ₄ of Sec. 23, T. 11, R. 67 W.	440 336
H. J. Northrup,	Oct. 13, 1909,	NW ₄ of NW ₄ of Sec. 23, T. 11, R. 67 W.	440 204
Julia A. Guire,	Oct. 11, 1909,	N ₂ of NW ₄ of Sec. 26, T. 11, R. 67 W.	440 205
J. Ghan,	Nov. 30, 1909	SE ₄ of NW ₄ , E ₂ of SW ₄ , and W ₂ of SE ₄ of Sec. 18, T. 12, S., R. 66 W.	440 204
Harriet M. Fitzhugh,	Oct. 28, 1904,	SE ₄ of SW ₄ , and W ₂ of SE ₄ , and SE ₄ of NE ₄ of Sec. 3, T. 15, R. 67 W.	440 245
The North Colorado Springs Land & Improvement Co.	June 23, 1911	N ₂ of Sec. 31, E ₂ of Sec. 30, and E ₂ of Sec. 19, T. 13 S., R. 66 W.,	375 90
Mary J. Bass,	May 12, 1910,	Premises of grantor at No. 1519 Cheyenne Road, Colorado Springs,	
J. E. Woodring	Mar. 8, 1906,	Property of grantor in Town of Calhan, and Lots 3 & 2, Block 5, and Lots 3 & 2, Block 6, Woodring's Addition to Calhan	401 171
The Cheyenne Park Land & Water Co.	May 13, 1910	SE ₄ of SE ₄ Sec. 26, T. 14 S., R. 67 W	440 387

TOGETHER with all and singular the hereditaments, both corporeal and incorporeal, and the appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof, together with all rights, franchises, privileges, easements, licenses, and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in and to, or in any way appertaining to, arising out of or used in connection with the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, franchises, privileges, easements and rights as aforesaid, unto the said party of the second part, its successors and assigns forever.

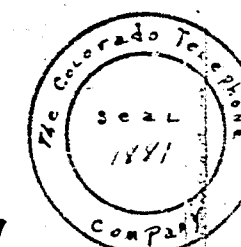
And the said THE COLORADO TELEPHONE COMPANY, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents, it is well seized of the premises above granted and conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear of all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, and the above bargained premises in the quiet and peaceable possession of said party of the second part, its successors and assigns, against all and every person, persons or corporations lawfully

claiming or to claim the whole or any part thereof, or any interest therein, the said THE COLORADO TELEPHONE COMPANY shall and will WARRANT AND FOREVER DEFEND.

The parties of the first part hereby covenant and agree to execute any and all necessary instruments of conveyance, release, confirmation or assignment, and to do any and all acts or things which the said second party may or shall at any time hereafter deem necessary, expedient or proper to vest in said second party, its successors or assigns, the full, absolute and beneficial title hereby intended to be granted or conveyed, in and to the premises hereinbefore described.

IN WITNESS WHEREOF, the corporation party of the first part, in pursuance of a resolution of its board of directors, duly authorized and ratified by its stockholders, has hereunto caused its name to be signed by its president, attested by its secretary, and its corporate seal affixed, and the individuals parties of the first part, as directors of THE COLORADO TELEPHONE COMPANY, have hereunto set their respective hands and seals, the day and year first above written.

Attest:
J. E. Macdonald
Secretary



THE COLORADO TELEPHONE COMPANY

By E. B. Field
President

E. B. Field (seal)
Edw. B. Field, Jr. (seal)
A. V. Hunter (seal)
Philip Feldhauer (seal)
E. S. Kassler (seal)
W. L. Graham (seal)
E. M. Burgess (seal)
Roderick Reid (seal)
Crawford Hill (seal)

Signed, sealed and delivered
in the presence of:

Milton Smith
Floyd P. Walpole

State of Colorado)
City and County of Denver) SS.

I, Floyd P. Walpole, a Notary Public, in and for said City and County, in the State aforesaid, do hereby certify that E. B. Field, and J. E. MACDONALD, who are personally known to me to be the same persons whose names are subscribed to the annexed instrument in writing as having executed the same respectively as president and secretary of THE COLORADO TELEPHONE COMPANY, a corporation, and who are known to me to be such officers respectively, appeared before me this day in person, and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said E. B. FIELD is the president of said corporation, and the said J. E. MACDONALD is the secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as president and secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

KNOW ALL MEN BY THESE PRESENTS, That Lawrence & Stegall Colorado Properties, Inc.5001 E. Washington St. Phoenix Arizona

of the County of _____, and State of Colorado, hereinafter called the "Grantor" in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Colorado Springs, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, 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, 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 any objects which may interfere with the construction and operation of such lines and structures, over, upon, and along a strip of land 20' feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being 10' feet on each side of the following described center line, to-wit:

This easement for existing electric lines located as follows:

SE $\frac{1}{4}$ of Section 20 Township 13 South Range 65 West
 NW $\frac{1}{4}$ of Section 28 Township 13 South Range 65 West
 East Side of Section 29 Township 13 South Range 65 West
 Ranch Location in Section 4 Township 14 South Range 65 West

SECTION _____ TOWNSHIP _____ SOUTH RANGE _____ WEST

All in El Paso County.

Subject to all matters of record.

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

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

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 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.

WITNESS the hand and seal of the Grantor this _____ day of _____ A.D. 196 _____

Lawrence & Stegall Colorado Properties, Inc.

X *Shirley J. Lawrence* (SEAL)*Exec. V.P.* (SEAL)

(SEAL)

STATE OF *Arizona*COUNTY OF *Maricopa* ss.The within instrument was acknowledged before me this 25 day of November, 1964 by*Shirley J. Lawrence, Executive Vice President of Lawrence & Stegall Colorado Properties, Inc.*My commission expires 2-4-68

WITNESS my hand and official seal

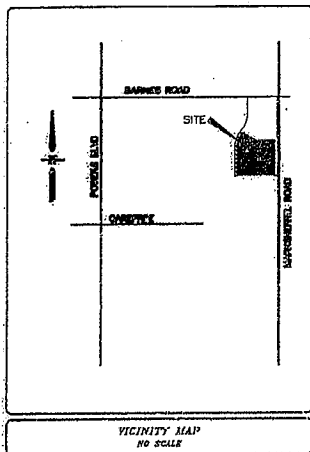
*Marilyn McGinnity*
Notary PublicReplaces: *Barney Lewis #5* C.E. 4/23/48 District No. 4

DN

CHATEAU AT ANTELOPE RIDGE FILING

A PORTION OF THE E 1/2 OF SECTION 29, T-13-S, R-65-W OF THE 6th P.M.

EL PASO COUNTY, COLORADO



DESCRIPTION:

KNOW ALL MEN BY THESE PRESENTS: THAT CHATEAU AT ANTELOPE RIDGE, L.L.C., BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND LOCATED IN THE E 1/2 OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING NO. 1, AS FILED FOR RECORD AT RECEPTION NO. 99185575 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING EIGHT (8) COURSES FOLLOW THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 1:

1. THENCE S52°03'39"E A DISTANCE OF 115.00 FEET;
2. THENCE S51°01'55"E A DISTANCE OF 40.51 FEET;
3. THENCE S58°17'54"E A DISTANCE OF 405.59 FEET;
4. THENCE N77°22'51"E A DISTANCE OF 98.28 FEET;
5. THENCE N89°56'53"E A DISTANCE OF 418.00 FEET;
6. THENCE S86°14'16"E A DISTANCE OF 45.10 FEET;
7. THENCE N89°56'53"E A DISTANCE OF 86.69 FEET;
8. THENCE S00°15'03"E A DISTANCE OF 1253.64 FEET;
9. THENCE S89°56'53"W A DISTANCE OF 41.30 FEET;
10. THENCE S03°10'04"E A DISTANCE OF 254.58 FEET;
11. THENCE N50°34'05"W A DISTANCE OF 287.51 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;
12. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 50.64 FEET, A DELTA ANGLE OF 61°06'12", AN ARC LENGTH OF 54.01 FEET, WHOSE LONG CHORD BEARS N85°50'57"W A DISTANCE OF 51.48 FEET;
13. THENCE S47°01'52"W A DISTANCE OF 173.02 FEET;
14. THENCE S63°24'07"W A DISTANCE OF 97.95 FEET;
15. THENCE N77°39'54"W A DISTANCE OF 397.87 FEET;
16. THENCE N14°41'09"W A DISTANCE OF 81.11 FEET;
17. THENCE N77°13'21"E A DISTANCE OF 286.70 FEET;
18. THENCE S89°56'53"W A DISTANCE OF 670.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE AS PLATTED IN SAID CHATEAU AT ANTELOPE RIDGE FILING NO. 1;
19. THE FOLLOWING TWO (2) COURSES FOLLOW SAID EASTERLY RIGHT-OF-WAY LINE: THENCE N00°03'07"W A DISTANCE OF 997.16 FEET TO A POINT OF CURVE TO THE RIGHT;
20. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 890.00 FEET, A DELTA ANGLE OF 3°39'28", AN ARC LENGTH OF 500.13 FEET, WHOSE LONG CHORD BEARS N18°56'37"E A DISTANCE OF 579.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 42.56 ACRES MORE OR LESS.

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, T13S, R65W OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N89°10'57"E FROM THE NORTH 1/4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID SECTION 29, WITH MONUMENTS AS SHOWN ON THIS PLAT.

DEDICATION:

THE ABOVE OWNER HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO A LOT, TRACT AND EASEMENTS AS SHOWN ON THE PLAT, WHICH SUBDIVISION SHALL BE ENTITLED "CHATEAU AT ANTELOPE RIDGE FILING NO. 2", A SUBDIVISION IN EL PASO COUNTY, COLORADO

NOTES:

1. ALL FOUND AND MONUMENTED CORNERS ARE AS INDICATED ON THIS PLAT.
2. THE EASEMENTS AND RIGHT-OF-WAYS SHOWN ON THIS PLAT ARE BASED ON AN ALTA COMMITMENT NO. SC141153-2 BY LAND TITLE GUARANTEE COMPANY DATED APRIL 9, 2002
3. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER CURRENTLY REGISTERED IN THE STATE OF COLORADO.
4. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION IS PROVIDED BY THE CHEROKEE METROPOLITAN DISTRICT, SUBJECT TO THE DISTRICT'S RULES, REGULATIONS AND SPECIFICATIONS.
5. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY PLANNING DEPARTMENT: SOILS AND GEOLOGICAL STUDY; WATER AVAILABILITY STUDY; DRAINAGE REPORT; EROSION CONTROL REPORT.
6. A DEVELOPMENT PLAN AND DEVELOPMENT GUIDE HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY PLANNING DEPARTMENT UNDER RECEPTION NO. 098037764.
7. THE PRIVATE STREETS SHOWN ON THIS PLAT ARE TO BE CONSTRUCTED AND MAINTAINED BY CHATEAU AT ANTELOPE RIDGE, L.L.C. AS PER THE ROAD MAINTENANCE AGREEMENT (RECEPTION NO. 9C185577). PRIVATE STREETS ARE HEREBY DEDICATED AS PUBLIC UTILITY EASEMENTS.
8. THE 60 FOOT WIDE PUBLIC HIGHWAY (CONTAINED WITHIN THIS PLAT) BEING 30 FEET ON EACH SIDE OF THE NORTHERN SECTION LINE OF SECTION 29, T13S, R65W, OF THE 6TH P.M. AS ORDERED BY THE BOARD OF COUNTY COMMISSIONERS FOR EL PASO COUNTY ON OCTOBER 3, 1987, AND RECORDED IN ROAD BOOK "A" AT PAGE 78 OF THE RECORDS OF EL PASO COUNTY, IS HEREBY VACATED UPON THE RECORDING OF THIS PLAT.
9. DEVELOPMENT IS SUBJECT TO AN AVIGATION EASEMENT AS RECORDED BY RECEPTION NO. 099139774.
10. TRACT A IS HEREBY DEDICATED FOR DRAINAGE PURPOSES TO BE OWNED AND MAINTAINED BY CHATEAU AT ANTELOPE RIDGE, L.L.C. TRACT A IS SUBJECT TO THE PRIVATE DETENTION POND MAINTENANCE AGREEMENT AS RECORDED UNDER RECEPTION NO. 99185578 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

NOTICE:

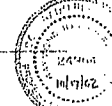
THIS PROPERTY MAY BE IMPACTED BY NOISE CAUSED BY AIRCRAFT OPERATING INTO AND OUT OF THE COLORADO SPRINGS MUNICIPAL AIRPORT. THE BUYER SHOULD FAMILIARIZE HIMSELF/HERSELF WITH THIS POTENTIALITY AND THE RAMIFICATIONS THEREOF. NO MAN-MADE OR NON-MAN-MADE OBSTRUCTIONS BE ALLOWED TO PENETRATE THE 40:1 APPROACH SURFACE. ALL EXTERIOR LIGHTING PLANS BE APPROVED BY THE DIRECTOR OF AVIATION TO PREVENT A HAZARD TO AIRCRAFT. NO ELECTROMAGNETIC, LIGHT, OR ANY PHYSICAL EMISSIONS WHICH MIGHT INTERFERE WITH AIRCRAFT, AVIGATION, COMMUNICATIONS OR NAVIGATIONAL AIDS BE ALLOWED.

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO HEREBY STATES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN TO NORMAL STANDARDS AND CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO. THE SURVEY WAS PERFORMED AND PLAT PREPARED UNDER HIS SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF.

RAYMOND JOSEPH PICHNIK
REGISTERED LAND SURVEYOR IN THE
STATE OF COLORADO, NO 24964
FOR AND ON BEHALF OF URS CORPORATION

October 17, 2002
DATE



NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMPLETED MORE THAN FIFTEEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

IN WITNESS WHEREOF

CHATEAU AT ANTELOPE RIDGE, L.L.C.

THESE PRESENTS TO

HEATH HERBER, MEMBER

STATE OF COLORADO

COUNTY OF EL PASO

THIS INSTRUMENT WAS

2002, BY HEATH HERBER

MY COMMISSION EXPIRES

11:58 ACCOMPANYING

COLORADO, WAS APPROVED

APPROVED BY THE

COLORADO, THIS 20

STATE OF COLORADO

COUNTY OF EL PASO

I HEREBY CERTIFY

11:58 O'CLOCK A.M.

RECEPTION NUMBER

Theresa A. Sholdt

FEE: 20.00

BOOK FEE \$56

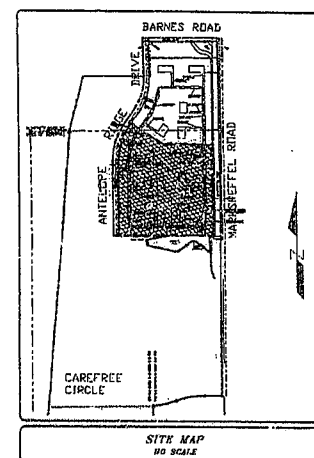
SCHOOL FEE \$4

BRIDGE FEE \$1

AT ANTELOPE RIDGE FILING NO. 2

PORTION OF THE E 1/2 OF SECTION 29, T-13-S, R-65-W OF THE 6th P.M.

EL PASO COUNTY, COLORADO



NOTES:

1. ALL FOUND AND MONUMENTED CORNERS ARE AS INDICATED ON THIS PLAT.
2. THE EASEMENTS AND RIGHT-OF-WAYS SHOWN ON THIS PLAT ARE BASED ON AN ALTA COMMITMENT NO. SC141153-2 BY LAND TITLE GUARANTEE COMPANY DATED APRIL 9, 2002.
3. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER CURRENTLY REGISTERED IN THE STATE OF COLORADO.
4. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION IS PROVIDED BY THE CHEROKEE METROPOLITAN DISTRICT, SUBJECT TO THE DISTRICT'S RULES, REGULATIONS AND SPECIFICATIONS.
5. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY PLANNING DEPARTMENT: SOILS AND GEOLOGICAL STUDY; WATER AVAILABILITY STUDY; DRAINAGE REPORT; EROSION CONTROL REPORT.
6. A DEVELOPMENT PLAN AND DEVELOPMENT GUIDE HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY PLANNING DEPARTMENT UNDER RECEPTION NO. 099037764.
7. THE PRIVATE STREETS SHOWN ON THIS PLAT ARE TO BE CONSTRUCTED AND MAINTAINED BY CHATEAU AT ANTELOPE RIDGE, L.L.C. AS PER THE ROAD MAINTENANCE AGREEMENT (RECEPTION NO. 99185577). PRIVATE STREETS ARE HEREBY DEDICATED AS PUBLIC UTILITY EASEMENTS.
8. THE 60 FOOT WIDE PUBLIC HIGHWAY (CONTAINED WITHIN THIS PLAT) BEING 30 FEET ON EACH SIDE OF THE NORTHERN SECTION LINE OF SECTION 29, T13S, R65W, OF THE 6th P.M. AS ORDERED BY THE BOARD OF COUNTY COMMISSIONERS FOR EL PASO COUNTY ON OCTOBER 3, 1987, AND RECORDED IN ROAD BOOK "A" AT PAGE 78 OF THE RECORDS OF EL PASO COUNTY, IS HEREBY VACATED UPON THE RECORDING OF THIS PLAT.
9. DEVELOPMENT IS SUBJECT TO AN AVIGATION EASEMENT AS RECORDED BY RECEPTION NO. 099139774.
10. TRACT A IS HEREBY DEDICATED FOR DRAINAGE PURPOSES TO BE OWNED AND MAINTAINED BY CHATEAU AT ANTELOPE RIDGE, L.L.C. TRACT A IS SUBJECT TO THE PRIVATE DETENTION POND MAINTENANCE AGREEMENT AS RECORDED UNDER RECEPTION NO. 99185578 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

NOTICE:

THIS PROPERTY MAY BE IMPACTED BY NOISE CAUSED BY AIRCRAFT OPERATING INTO AND OUT OF THE COLORADO SPRINGS MUNICIPAL AIRPORT. THE BUYER SHOULD FAMILIARIZE HIMSELF/HERSELF WITH THIS POTENTIALITY AND THE RAMIFICATIONS THEREOF. NO MAN-MADE OR NON-MAN-MADE OBSTRUCTIONS BE ALLOWED TO PENETRATE THE 40:1 "APPROACH SURFACE." ALL EXTERIOR LIGHTING PLANS BE APPROVED BY THE DIRECTOR OF AVIATION TO PREVENT A HAZARD TO AIRCRAFT. NO ELECTROMAGNETIC, LIGHT, OR ANY PHYSICAL EMISSIONS WHICH MIGHT INTERFERE WITH AIRCRAFT, AVIGATION, COMMUNICATIONS OR NAVIGATIONAL AIDS BE ALLOWED.

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO HEREBY STATES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN TO NORMAL STANDARDS AND CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO. THE SURVEY WAS PERFORMED AND PLAT PREPARED UNDER HIS SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF.

RAYMOND JOSEPH PECHER
REGISTERED LAND SURVEYOR IN THE
STATE OF COLORADO, NO 24964
FOR AND ON BEHALF OF URS CORPORATION

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

IN WITNESS WHEREOF:

CHATEAU AT ANTELOPE RIDGE, L.L.C., HAS CAUSED
THESE PRESENTS TO BE EXECUTED THIS 12th DAY OF October, 2002, BY
HEATH HERBER, MEMBER, CHATEAU AT ANTELOPE RIDGE, L.L.C.

BY: Heath A. Herber
HEATH HERBER, MEMBER

STATE OF COLORADO) SS
COUNTY OF EL PASO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF October, 2002, BY HEATH HERBER, MEMBER, CHATEAU AT ANTELOPE RIDGE, L.L.C.



Heather A. Herber
NOTARY PUBLIC
1901 Federal 1st, Colorado Springs, CO 80921
ADDRESS

MY COMMISSION EXPIRES: September 27, 2007.

APPROVALS:

THE ACCOMPANYING PLAT OF "CHATEAU AT ANTELOPE RIDGE" FILING NO. 2, EL PASO COUNTY, COLORADO, WAS APPROVED FOR FILING THIS 4th DAY OF November, 2002.

Keith B. Baker
PLANNING DIRECTOR

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, THIS 26th DAY OF September, 2002.

COUNTY COMMISSIONER

STATE OF COLORADO) SS
COUNTY OF EL PASO)

I HEREBY CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 11:58 O'CLOCK A.M. THIS 4th DAY OF November, 2002, AND IS DULY RECORDED AT RECEPTION NUMBER 202192307 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

Theresa A. Sholdt, RECORDER

FILED 20.00 1.00

BY: Burt A. Blom
DEPUTY

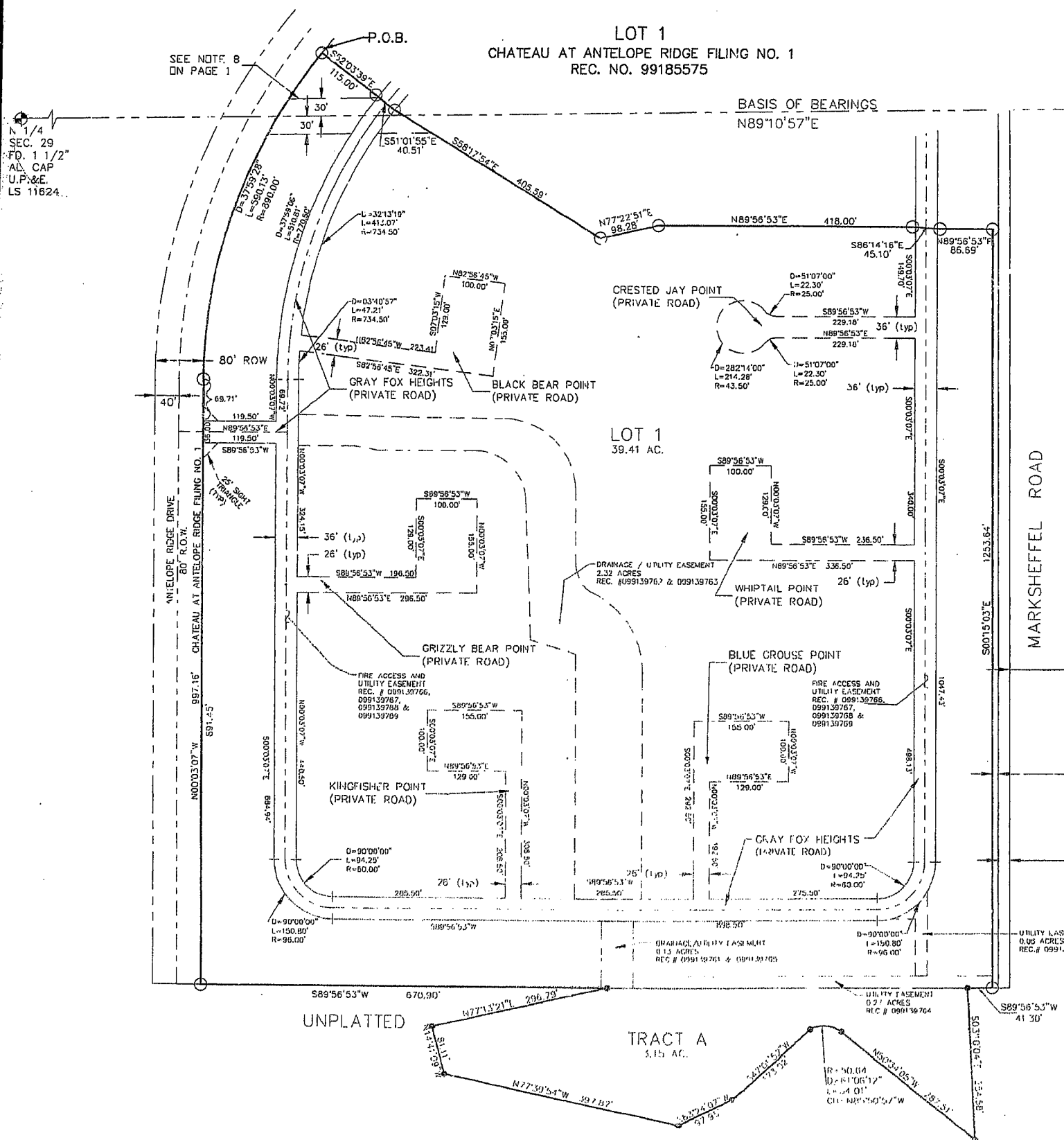
PARK FEE \$55,242.00 (Regional)
SCHOOL FEE \$47,520.00 (Dist. 49)
BRIDGE FEE \$49,889.00 (Sand Creek)

ENGINEER AND SURVEYOR
URS CORPORATION
9900 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, CO. 80921
PHONE: (719) 531-0001

URS

DRAWN BY: SWD 07/26/02
PROJ. NO.: 6742523
SHEET 1 OF 2

EL PASO COUNTY, COLORADO

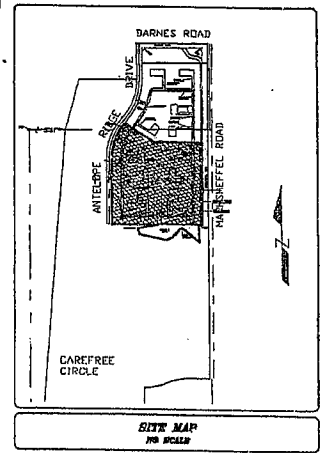
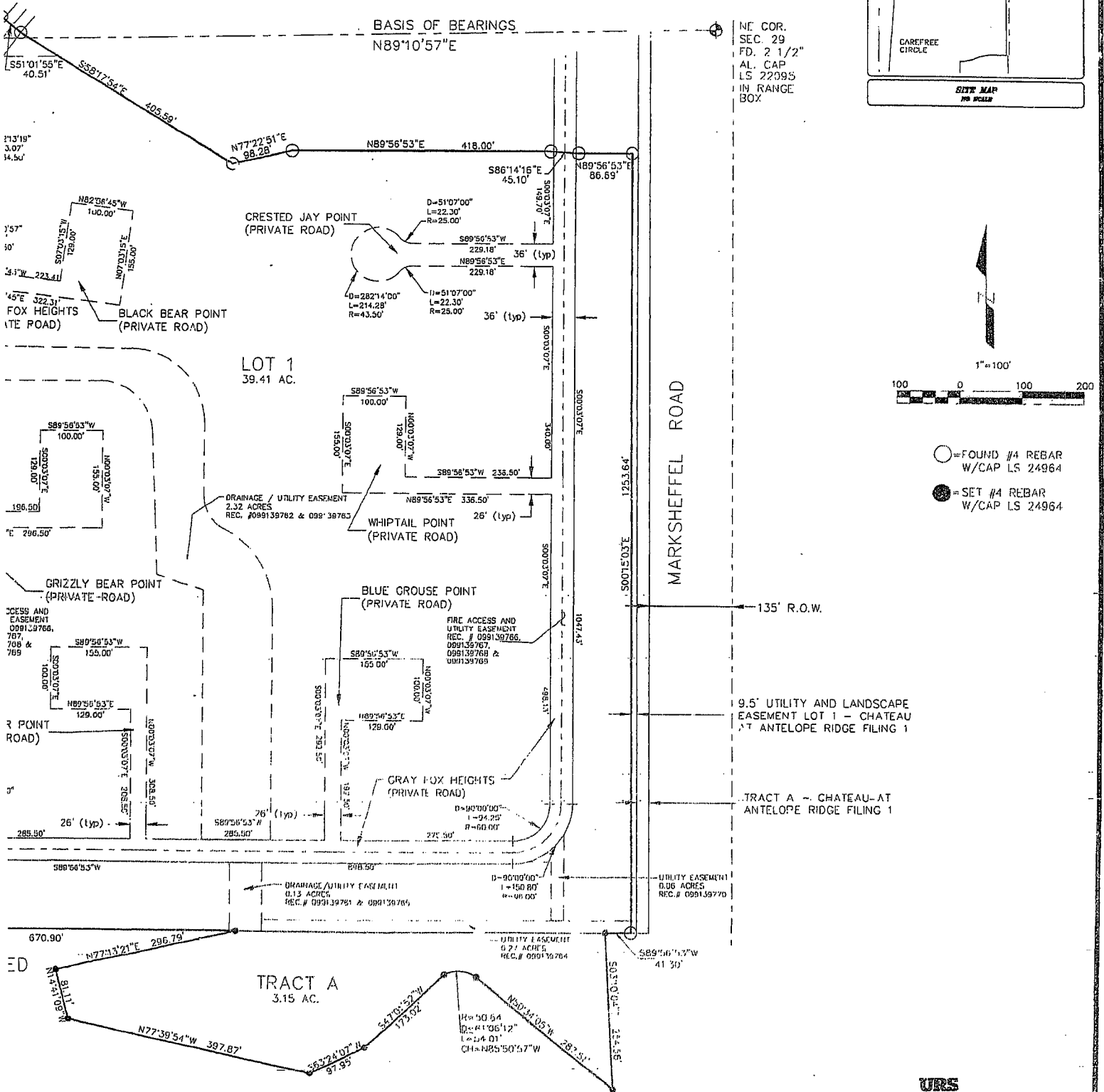


ANTELOPE RIDGE FILING NO. 2

THE E 1/2 OF SECTION 29, T-13-S, R-65-W OF THE 6th P.M.

PASO COUNTY, COLORADO

O.B.
LOT 1
CHATEAU AT ANTELOPE RIDGE FILING NO. 1
REC. NO. 99185575



SPECIAL WARRANTY DEED

Cygnnet Land, LLC, whose street address is 24 N. Tejon Colorado Springs, Co. 80903, County of El Paso, State of Colorado, hereinafter referred to as the GRANTOR, as a charitable donation, hereby conveys to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EL PASO, STATE OF COLORADO, whose street address is 27 East Vermijo Avenue, City of Colorado Springs, County of El Paso, State of Colorado, hereinafter referred to as the GRANTEE, the following property situate in the County of El Paso, State of Colorado, to wit:

Please see Exhibit A, attached, for a more definite legal description.

and also known as a portion of El Paso County Tax Schedule Number SCHEDULE # 5329400006.

TO HAVE AND TO HOLD the above-described real property unto the said GRANTEE herein, its heirs and assigns forever, and GRANTOR warrants the title against all persons claiming under it, subject to those easements of record.

Signed this 23rd day of November 2004.

GRANTOR:

Cygnnet Land LLC

By: 

Its Manager

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

01/31/2005 03:29:53 PM

Doc \$0.00

Page

Rec \$0.00

1 of 3



205015091

STATE OF COLORADO)

) s.s.

COUNTY OF EL PASO)

The foregoing instrument, consisting of three (3) pages, was acknowledged before me this 23rd day of November, 2004, by Gregory D. Timm, Manager of Cygnnet Land LLC.

Witness my hand and official seal.


Notary Public

My commission expires: 7-9-2006.

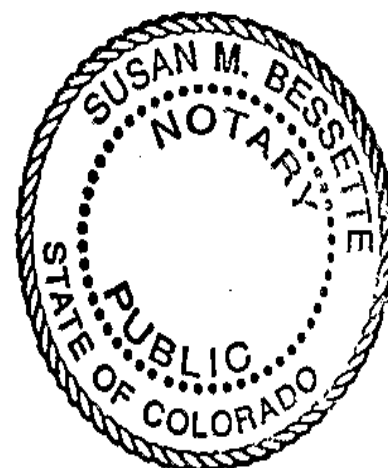


EXHIBIT A
SHEET 1 OF 2

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE E 1/2 OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DECRIBED AS FOLLOWS:

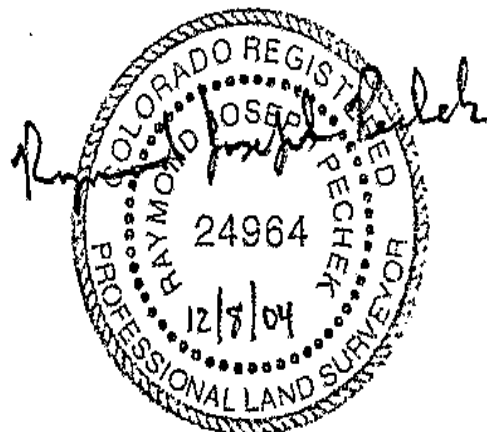
COMMENCING AT THE SOUTHEAST CORNER OF PRONGHORN MEADOWS SUBDIVISION FILING NO. 1 AS FILED FOR RECORD AT RECEPTION NO. 202165571 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE N89°18'20"E A DISTANCE OF 174.54 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 03°28'57", AN ARC LENGTH OF 64.43 FEET, WHOSE LONG CHORD BEARS N87°33'52"E A DISTANCE OF 64.42 FEET; THENCE N00°00'00"W A DISTANCE OF 120.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

1. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 940.00 FEET, A DELTA ANGLE OF 17°35'27", AN ARC LENGTH OF 288.60 FEET, WHOSE LONG CHORD BEARS N76°29'35"E A DISTANCE OF 287.47 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
2. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 1060.00 FEET, A DELTA ANGLE OF 22°02'40", AN ARC LENGTH OF 407.83 FEET, WHOSE LONG CHORD BEARS N78°43'09"E A DISTANCE OF 405.32 FEET;
3. THENCE N89°44'29"E A DISTANCE OF 252.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LINE OF MARKSHEFFEL ROAD;
4. THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°15'03"E A DISTANCE OF 60.00 FEET;
5. THENCE S89°44'29"W A DISTANCE OF 252.73 FEET TO A POINT OF CURVE TO THE LEFT;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 22°02'40", AN ARC LENGTH OF 384.75 FEET; WHOSE LONG CHORD BEARS S78°43'09"W A DISTANCE OF 382.38 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
7. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 17°52'25", AN ARC LENGTH OF 311.95 FEET, WHOSE LONG CHORD BEARS S76°38'01"W A DISTANCE OF 310.69 FEET;
8. THENCE N00°00'00"W A DISTANCE OF 60.20 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 1.31 ACRES, MORE OR LESS.

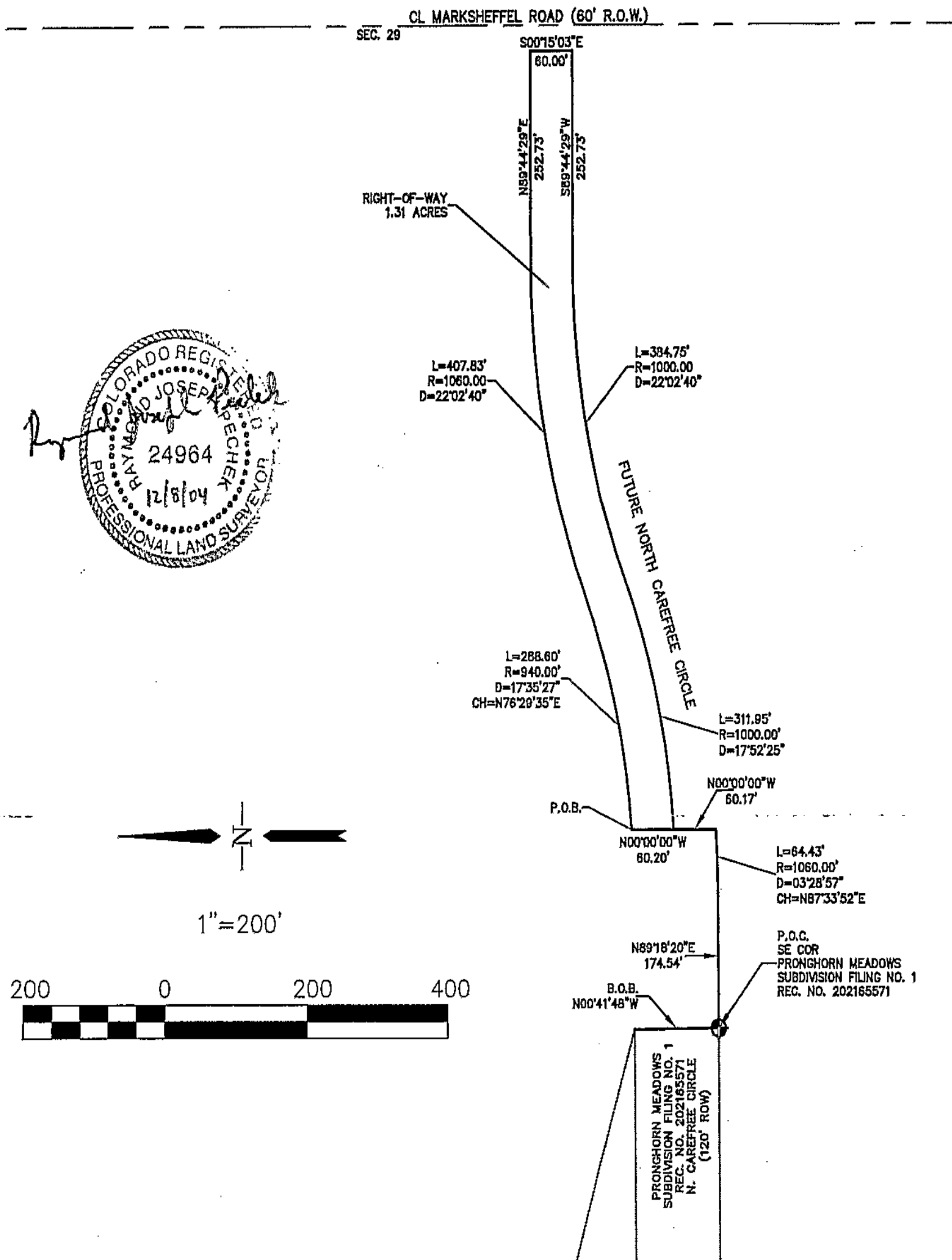
BASIS OF BEARINGS: THE EAST LINE OF NORTH CAREFREE CIRCLE AS PLATTED IN PRONGHORN MEADOWS SUBDIVISION FILING NO. 1, WHICH IS ASSUMED TO BEAR N00°41'48"W WITH BOTH ENDS OF THE LINE MONUMENTED WITH A NO. 4 REBAR WITH CAP LS 24964.

PREPARED BY:
RAYMOND JOSEPH PECHEK PLS 24964
FOR AND ON BEHALF OF URS
9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, CO. 80921
(719) 531-0001 DECEMBER 3, 2004



\\S031ntf\file1\6742539\CAD\EXHIBITS\EXNCAREFREE.dwg 12/03/2004 08:29:39 AM MST

EXHIBIT A
SHEET 2 OF 2



RIGHT-OF-WAY
NORTH CAREFREE

URS

9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, COLORADO 80921
TEL: (719) 531-0001 FAX: (719) 531-0007

EXHIBIT A

Return to: FirstBank - Loan Operations,
10403 West Colfax Avenue, Lakewood, CO
80215

Space Above This Line For Recording Data

28

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is May 6, 2017. The parties and their addresses are:

GRANTOR:

JAMES TODD STEPHENS

3841 Nuevo Circle

Colorado Springs, CO 80918

TRUSTEE:

PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO

LENDER:

FIRSTBANK

Organized and existing under the laws of Colorado

12345 West Colfax Avenue

Lakewood, CO 80215

1. BACKGROUND. Grantor and Lender entered into a security instrument dated May 6, 2014 and recorded on May 6, 2014 (Security Instrument). The Security Instrument was recorded in the records of El Paso County, Colorado at Reception Number 214037869 and covered the following described Property:

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF THE SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING No. 2, MONUMENTED AT ITS WEST END WITH A #4 REBAR AND YELLOW PLASTIC CAP, PLS 24964 AND AT ITS EAST END WITH A #5 REBAR AND ORANGE PLASTIC CAP, PLS 38141, AND ASSUMED TO BEAR N 89°56'53" E. BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING No. 2 AS RECORDED IN RECEPTION No. 202192387, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF SAID CHATEAU AT ANTELOPE RIDGE FILING No. 2:

1. N 89°56'53" E, A DISTANCE OF 670.94 FEET;
2. S 77°13'21" W, A DISTANCE OF 296.79 FEET;
3. S 14°41'09" E, A DISTANCE OF 81.11 FEET;
4. S 77°39'54" E, A DISTANCE OF 397.87 FEET;
5. N 63°24'07" E, A DISTANCE OF 97.95 FEET;
6. N 47°01'52" E, A DISTANCE OF 173.02 FEET;
7. 54.01 FEET ALONG THE ARC OF 50.64 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°06'12" AND A CHORD THAT BEARS S 85°42'14" E 51.48 FEET;

837-9704

8. S 50°34'05" E, A DISTANCE OF 287.41 FEET;
9. N 03°10'04" W, A DISTANCE OF 254.58 FEET;
10. N 89°56'53" E, A DISTANCE OF 70.30 FEET; THENCE N 89°42'51" E, A DISTANCE OF 58.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS RECORDED IN RECEPTION No. 209071394; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD:
 1. S 00°35'15" E, A DISTANCE OF 53.57 FEET;
 2. 460.83 FEET ALONG THE ARC OF A 7,920.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°20'02" AND A CHORD THAT BEARS S 01°04'46" W 460.76 FEET;
 3. S 02°44'47" W, A DISTANCE OF 207.46 FEET;
 4. 447.12 FEET ALONG THE ARC OF A 8,580.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°59'09" AND A CHORD THAT BEARS S 01°15'13" W 447.07 FEET;
 5. S 00°14'22" E, A DISTANCE OF 943.87 FEET;
 6. S 28°00'31" W, A DISTANCE OF 54.00 FEET;
 7. S 59°51'00" W, A DISTANCE OF 73.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS RECORDED IN RECEPTION No. 205015091; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH CAREFREE CIRCLE:
 1. S 89°49'32" W, A DISTANCE OF 113.86 FEET;
 2. 407.83 FEET ALONG THE ARC OF A 1,060.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°02'39" AND A CHORD THAT BEARS S 78°48'13" W 405.32 FEET TO A POINT OF REVERSE CURVATURE;
 3. 288.59 FEET ALONG THE ARC OF A 940.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°35'25" AND A CHORD THAT BEARS S 76°34'35" W 287.46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:
 1. N 00°00'00" E, A DISTANCE OF 712.81 FEET;
 2. 762.65 FEET ALONG THE ARC OF A 1,280.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°08'17" AND A CHORD THAT BEARS N 17°04'08" W 751.42 FEET TO A POINT OF REVERSE CURVATURE;
 3. 928.37 FEET ALONG THE ARC OF A 1,560.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°05'50" AND A CHORD THAT BEARS N 17°05'22" W 914.73 FEET;
 4. N 00°04'30" W, A DISTANCE OF 35.51 FEET TO THE POINT OF BEGINNING, LEGAL DESCRIPTION PREPARED BY SPENCER J. BARRON, PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO 38141.

The property is located in El Paso County at N Carefree & Marksheffel Road, Colorado Springs, Colorado 80922.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. 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. 8379704, dated May 6, 2014, from

James Todd Stephens and Elena Stephens (Borrower) to Lender, with a modified loan amount of \$560,000.00, with an initial interest rate of 5.000 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on May 6, 2020.

(b) All Debts. All present and future debts from James Todd Stephens and Elena Stephens 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 Modification 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.

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

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the 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.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.


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

GRANTOR:


James Todd Stephens

LENDER:

FirstBank

By 
Daniel V. Apricio, Senior Vice President

ACKNOWLEDGMENT.

State OF Colorado, County OF El Paso ss.

This instrument was acknowledged before me this 6th day of May 2017 by James Todd Stephens.

My commission expires: 6/3/18

Kristina Gregory
(Notary Public)

KRISTINA GREGORY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024016825
MY COMMISSION EXPIRES JUNE 3, 2018

(Lender Acknowledgment)

State OF Colorado, County OF El Paso ss.

This instrument was acknowledged before me this 6th day of May 2017 by Daniel V. Apricio -- Senior Vice President of FirstBank, a corporation, on behalf of the corporation.

My commission expires: 6/3/18

Kristina Gregory
(Notary Public)

KRISTINA GREGORY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024016825
MY COMMISSION EXPIRES JUNE 3, 2018



Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

State Documentary Fee
Date: May 06, 2014
\$ 120.00

THIS DEED, made on May 06, 2014 by CYGNET LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantor(s), of the State of COLORADO for the consideration of (\$1,200,000.00) *** One Million Two Hundred Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to JAMES TODD STEPHENS Grantee(s), whose street address is 4164 AUSTIN BLUFFS PARKWAY #143 COLORADO SPRINGS, CO 80918, County of EL PASO, and State of COLORADO, the following real property in the County of El Paso, and State of Colorado, to wit:

SEE ATTACHED "EXHIBIT A"

also known by street and number as: N CAREFREE & MARKSHEFFEL RD COLORADO SPRINGS CO 80922

with all its appurtenances and warrants the title to the same, subject to covenants, easements, reservations, restrictions, and rights of way of record, if any, and taxes and assessments for the year 2014 and subsequent years.

CYGNED LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY


ROGER B. RANKIN, MANAGER/MEMBER

State of FLORIDA

County of

Palm Beach

SS.

The foregoing instrument was acknowledged before me on this day of May 5th, 2014
by ROGER B. RANKIN, MANAGER/MEMBER OF CYGNET LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY



Notary Public

My commission expires

6-5-17



Sinead Dominick
State of Florida
MY COMMISSION # FF 24467
Expires: June 5, 2017

When Recorded Return to: JAMES TODD STEPHENS
4164 AUSTIN BLUFFS PARKWAY #143 COLORADO SPRINGS, CO 80918

Exhibit A

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF THE SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING No. 2, MONUMENTED AT ITS WEST END WITH A #4 REBAR AND YELLOW PLASTIC CAP, PLS 24964 AND AT ITS EAST END WITH A #5 REBAR AND ORANGE PLASTIC CAP, PLS 38141, AND ASSUMED TO BEAR N 89°56'53" E. BEGINNING AT THE SOUTHWEST-CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING No. 2 AS RECORDED IN RECEPTION No. 202192387, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF SAID CHATEAU AT ANTELOPE RIDGE FILING No. 2:

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2. S 77°13'21" W, A DISTANCE OF 296.79 FEET;
3. S 14°41'09" E, A DISTANCE OF 81.11 FEET;
4. S 77°39'54" E, A DISTANCE OF 397.87 FEET;
5. N 63°24'07" E, A DISTANCE OF 97.95 FEET;
6. N 47°01'52" E, A DISTANCE OF 173.02 FEET;
7. 54.01 FEET ALONG THE ARC OF 50.64 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°06'12" AND A CHORD THAT BEARS S 85°42'14" E 51.48 FEET;
8. S 50°34'05" E, A DISTANCE OF 287.41 FEET;
9. N 03°10'04" W, A DISTANCE OF 254.58 FEET;
10. N 89°56'53" E, A DISTANCE OF 70.30 FEET;

THENCE N 89°42'51" E, A DISTANCE OF 58.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS RECORDED IN RECEPTION No. 209071394; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD:

1. S 00°35'15" E, A DISTANCE OF 53.57 FEET;
2. 460.83 FEET ALONG THE ARC OF A 7,920.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°20'02" AND A CHORD THAT BEARS S 01°04'46" W 460.76 FEET;
3. S 02°44'47" W, A DISTANCE OF 207.46 FEET;
4. 447.12 FEET ALONG THE ARC OF A 8,580.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°55'09" AND A CHORD THAT BEARS S 01°15'13" W 447.07 FEET;
5. S 00°14'22" E, A DISTANCE OF 943.87 FEET;
6. S 28°00'31" W, A DISTANCE OF 54.00 FEET;
7. S 59°51'00" W, A DISTANCE OF 73.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS RECORDED IN RECEPTION No. 205015091;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH CAREFREE CIRCLE:

1. S 89°49'32" W, A DISTANCE OF 113.86 FEET;
2. 407.83 FEET ALONG THE ARC OF A 1,060.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°02'39" AND A CHORD THAT BEARS S 78°48'13" W 405.32 FEET TO A POINT OF REVERSE CURVATURE;
3. 288.59 FEET ALONG THE ARC OF A 940.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°35'25" AND A CHORD THAT BEARS S 76°34'35" W 287.46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:

1. N 00°00'00" E, A DISTANCE OF 712.81 FEET;
2. 762.65 FEET ALONG THE ARC OF A 1,280.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°08'17" AND A CHORD THAT BEARS N 17°04'08" W 751.42 FEET TO A POINT OF REVERSE CURVATURE;
3. 928.37 FEET ALONG THE ARC OF A 1,560.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°05'50" AND A CHORD THAT BEARS N 17°05'22" W 914.73 FEET;
4. N 00°04'30" W, A DISTANCE OF 35.51 FEET TO THE POINT OF BEGINNING,

LEGAL DESCRIPTION PREPARED BY SPENCER J. BARRON, PROFESSIONAL LAND SURVEYOR COLORADO P.L.S. NO 38141.

097042906

97 APR 16 AM 11:29

J. PATRICK KELLY
EL PASO COUNTY CLERK & RECORDER, CI

DISTRICT COURT, COUNTY EL PASO, STATE OF COLORADO

CIVIL ACTION NO. 35353, DIVISION NO. 1

ORDER FOR INCLUSION (CYGNET LAND)

IN THE MATTER OF THE ORGANIZATION OF:

CHEROKEE METROPOLITAN DISTRICT

THIS MATTER coming on to be heard this 14 day of April 1997, upon the petition of the Cherokee Metropolitan District, acting by and through its Board of Directors, and praying for an Order for the inclusion of certain real property within the boundaries of the District, and the Court having considered said petition and being fully advised in the premises;

DOTH FIND:

That the properly executed Petition was heretofore presented to the Board of Directors of Cherokee Metropolitan District praying for the inclusion of the hereinafter described land within the boundaries of said District;

That the Petition was signed by the owners of said land agreeing to the inclusion of said land within the District; and was consented to by the holders of a first deed of trust;

That proper notice of the filing of said petition was given and published as provided by law in such cases;

That said notice set forth the filing of the Petition, the name of the Petitioner, the description of the land to be included, and gave notice to all interested parties to appear at the regularly scheduled Board meeting to be held Tuesday, December 10, 1996 at 6:30 p.m. at the Cherokee offices, 1335 Valley Street, Colorado Springs, Colorado 80915, to show cause in writing, if any, why said Petition should not be granted;

That pursuant to the filing of said Petition and said Notice, the regular meeting of the Board of Directors was held on December 10, 1996 and no person appeared to object to said Petition or to show cause why said Petition should not be granted;

That said Board of Directors did at said meeting adopt an Order including the hereinafter described property within the boundaries of said District and that a copy of said Order has been presented to this Court .

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT THE PROPERTY OWNED BY CYGNET LAND, L.L.C. AND MORE FULLY IDENTIFIED ON THE ATTACHED LEGAL DESCRIPTION ENTITLED "HILLTOP SUBDIVISION LEGAL

FILED 03972

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250
100

097042906-2

DESCRIPTION" is hereby incorporated and included in the Cherokee Metropolitan District and made a part of said District subject to all the rights and liabilities of lands heretofore included in said District;

That each and every of the acts and doings of the Board of Directors of said Cherokee Metropolitan District and the acceptance of the District's Petition hereinbefore referred to and publishing of notice of filing of said Petition and of hearing thereon and the inclusion of the above described land in said District are hereby ratified and confirmed;

That nothing herein contained shall impair or affect the original organization of said Cherokee Metropolitan District, except for the inclusion of the land hereinabove described as provided by law.

DONE IN OPEN COURT THE DAY AND YEAR FIRST ABOVE WRITTEN.

BY THE COURT :

DAVID D. PARRISH

DAVID D. PARRISH, DISTRICT COURT JUDGE

State of Colorado - County of El Paso
Certified to be a true and correct
copy of the original by me

By  Deputy

25X10

097042906 3

HILLTOP SUBDIVISION LEGAL DESCRIPTION

A tract of land located in the S 1/2 of the SE 1/4 of Section 20 and in the E 1/2 of Section 29, all in T 13 S, R 65 W of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Basis of Bearings: The south line of the SE 1/4 of Section 29 bears N 89°19'39" E with a 1 1/2" aluminum cap at the S 1/4 corner and a 1" iron post at the SE corner as shown on the Drexel, Barrell survey dated September 29, 1986.

Commencing at the southeast corner of said Section 29, thence S 89°19'39" W, along the south line of said Section 29, a distance of 994.49 feet to the true point of beginning for this description:

1. Thence continuing S 89°19'39" W, along said south line of Section 29, a distance of 1540.44 feet.
2. Thence N 04°23'18" E, a distance of 5314.36 feet.
3. Thence N 14°02'59" E, a distance of 807.72 feet, to the SW corner of a tract as described in Book 5806 at page 1285.
4. Thence N 89°28'45" E, along the south line of said tract as described in Book 5806 at page 1285, a distance of 843.05 feet.
5. Thence N 00°31'15" W, along the east line of said tract as described in Book 5806 at page 1285, a distance of 550.00 feet, to the north line of the SE 1/4 of Section 20.
6. Thence N 89°28'45" E, along the said north line of the SE 1/4 of Section 20, a distance of 1069.86 feet to the easterly line of said Section 20.
7. Thence S 00°02'53" E, along said east line, a distance of 1320.88 feet to the northeast corner of said Section 29.
8. Thence S 00°14'59" E, along the easterly line of the NE 1/4 of said Section 29, a distance of 2649.55 feet to the E 1/4 corner of said Section 29.
9. Thence S 00°14'59" E, along the easterly line of the SE 1/4 of said Section 29, a distance of 1059.15 feet.
10. Thence S 89°44'58" W, a distance of 282.35 feet to a point of curve to the left.
11. Thence along said curve to the left with a radius of 1000.00 feet, a delta angle of 22°02'49", a curve length of 384.79 feet (chord bears S 78°43'34" W) to a point of curve to the

103972

25X10

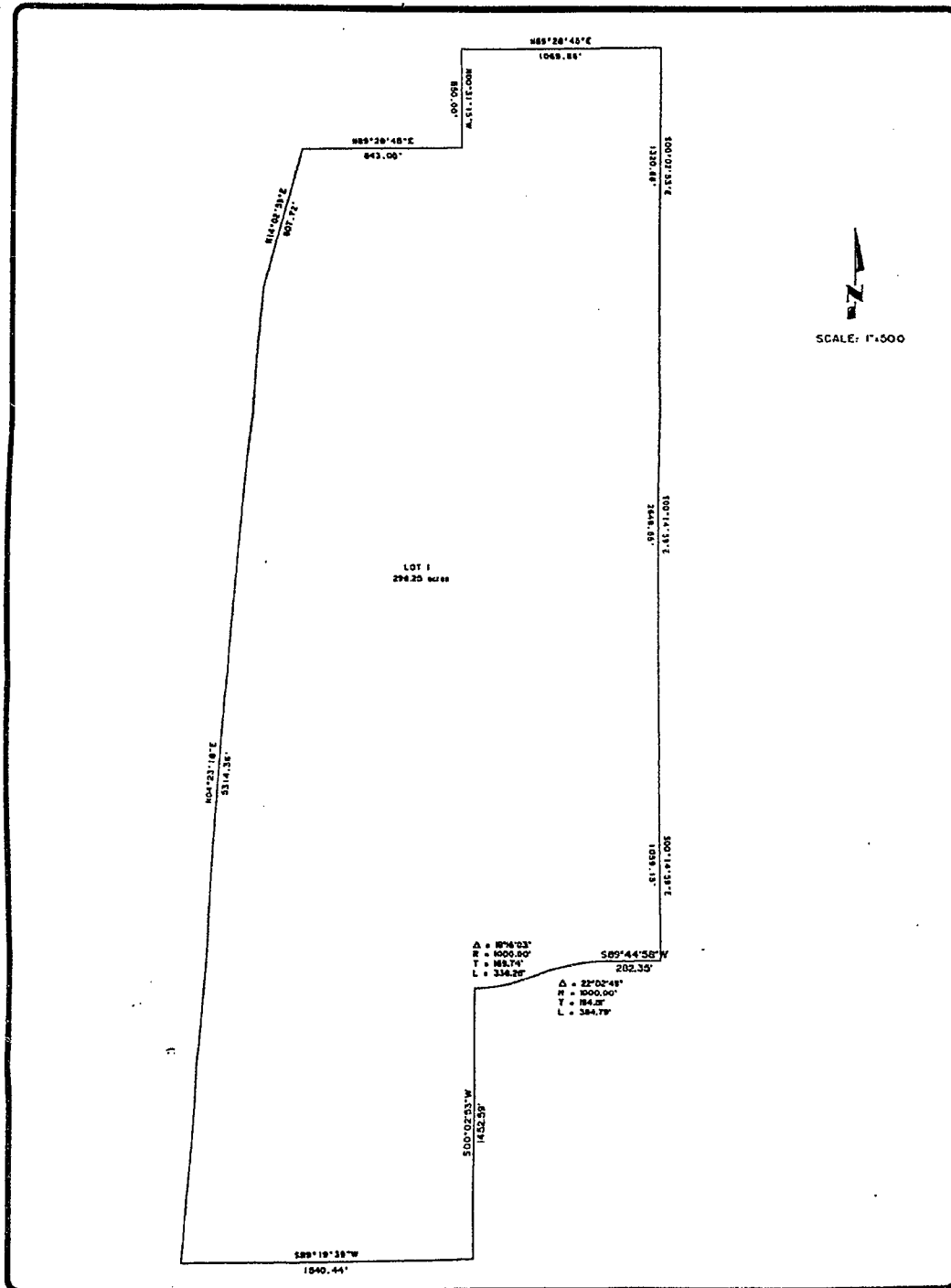
097042906 -4

right.

12. Thence along said curve to the right with a radius of 1000.00 feet, a delta angle of $19^{\circ}16'03''$, a curve length of 338.62 feet (chord bears S $77^{\circ}20'11''$ W).
13. Thence S $00^{\circ}02'53''$ W, a distance of 1452.59 feet to the south line of said Section 29 and the true point of beginning.

The above description contains 296.17 acres more or less.

097042906-5



Robert C. Balink El Paso Cty, CO
09/16/2003 10:37
Doc \$0.00 Page
Rec \$5.00 1 of 1

GRANT OF RIGHT OF WAY

CYGNET LAND, LLC

203217206



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

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

An easement ten (10) feet either side of the power line and other fixtures on a parcel of land known as

TR in E2 Section 29, Township 13 South, Range 65 West LY SLY TRS CONV BY
RECEPTION # 97042907 & 98150546, LY ELY OF TRS CONV BY
RECEPTION # 98042552 & 98074143 & 99051502, LY NLY OF TR CONV

An easement for the relocation of the existing power line at the Intersection of North Carefree Circle and Marksheffel Road only, Located in El Paso County, State of Colorado.

In E ½ Section 29 Township 13 South, Range 65 West,

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

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

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

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

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

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

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

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

DATED: 8/12/03

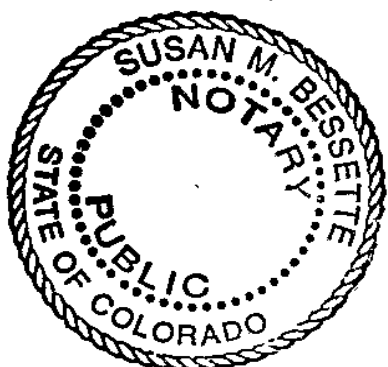
Gregory D. Timm, Manager

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The within instrument was acknowledged before me this 12th day of August, 2003

BY Gregory D. Timm
(Print the name(s) signed above)

(SEAL)



WITNESS my hand and official seal

Account No.

Susan M. Besette
Notary Public

03-0155 CG

Work Order No.

7655 Ricksshaw Dr
Notary's Home or Business Address

Colorado Springs, CO 80920

My Commission Expires 7-9-2006

NON-EXCLUSIVE PERMANENT EASEMENT PE 36A

KNOW ALL MEN BY THESE PRESENTS, that CYGNET LAND LLC, whose address is, 31 North Tejon Street, Suite 500, Colorado Springs, Colorado 80903-1514 (hereinafter "Grantor(s)"), for and in consideration of the sum of THREE THOUSAND TWO HUNDRED SEVENTY-TWO Dollars and No Cents (\$3,272.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 27 E. Vermijo Avenue, Colorado Springs, CO 80903 (hereinafter "Grantee"), (have/has) given and granted and by these presents (do/does) hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

See attached Exhibits A, Land Descriptions Exhibit B, Sketch

This non-exclusive permanent easements are for the following purposes, which includes, but are not limited to: roads, construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

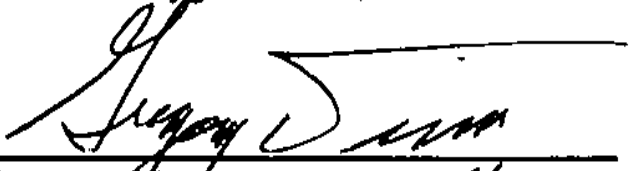
Grantor(s) shall not construct improvements in the easement area that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the drainage facility shall be planted or allowed to grow in this area and may be removed by the Grantee.

That portion of the easement that pertains to slope control is subject to the following conditions: At no time hereafter shall the Grantor(s), or anyone claiming by, through, or under the Grantor, perform any act or thing which is or may be detrimental to, or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantor(s) hereby covenants with the Grantee that they have good title to the aforescribed premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor (have/has) executed this Non-Exclusive Permanent Easement this 30 day of April, 2009.

GRANTOR: Cygnet Land, LLC

By: 
Gregory Timm, President *Manager*

By: _____

NON-EXCLUSIVE PERMANENT EASEMENT

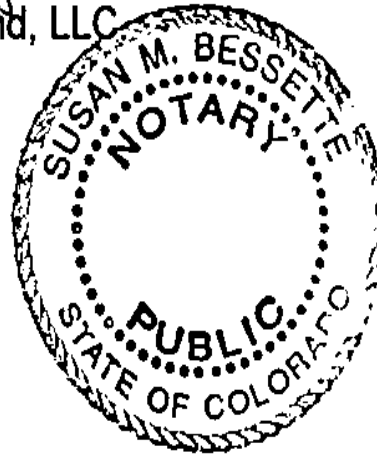
State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 30th day of April, 2009, by Gregory D. Timm as Manager and _____ of Cygnet Land, LLC

Witness my hand and official seal.

Susan M. Besette
Notary Public

My Commission Expires: 7-9-2010



Attest:

By: Robert C. Balink
County Clerk and Recorder

Board of County Commissioners
of El Paso County, Colorado

By: Jim Bensberg
Jim Bensberg, Chairman

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 14th day of May, 2009, Jim Bensberg, Chairman, Board of County Commissioners of El Paso County, Colorado, and as attested to by Robert C. Balink, County Clerk and Recorder

Witness my hand and official seal.

Norma D. Herrera
Notary Public
My Commission Expires: 8/6/12



PARCEL DESIGNATION: 5329400009 DATE: April 20, 2009
OWNER: CYGNET LAND LLC (Owner current as of the date of certification hereon)

EXHIBIT A

LEGAL DESCRIPTION

NON-EXCLUSIVE PERMANENT EASEMENT PE 36A

A non-exclusive permanent easement situated in a parcel of land as described in Book 6797 at Page 40 of the records of El Paso County, said parcel is located in the East Half of Section 29, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

COMMENCING at a 3-1/4" aluminum cap PLS 22095 representing the northeast corner of said Section 29;
Thence South 0°47'26" East on the east line of said Section 29 a distance of 2650.31 feet to the east quarter corner of Section 29;
Thence South 0°47'16" East on the east line of said Section 29 a distance of 953.33 feet;
Thence South 89°12'44" West a distance of 99.74 feet to the **POINT OF BEGINNING**;
Thence South 27°28'08" West a distance of 11.74 feet;
Thence South 59°18'37" West a distance of 56.55 feet;
Thence North 0°46'45" West a distance of 64.03 feet;
Thence North 89°13'15" East a distance of 54.57 feet;
Thence South 0°46'45" East a distance of 25.49 feet, to the **POINT OF BEGINNING**.

Said parcel of land contains 2,618 square feet or 0.060 acres more or less.

EXHIBIT B SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

Bearings are based on a GPS Static Survey performed July 20, 2008 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 48°53'48" E, a distance of 40,950.79 feet.

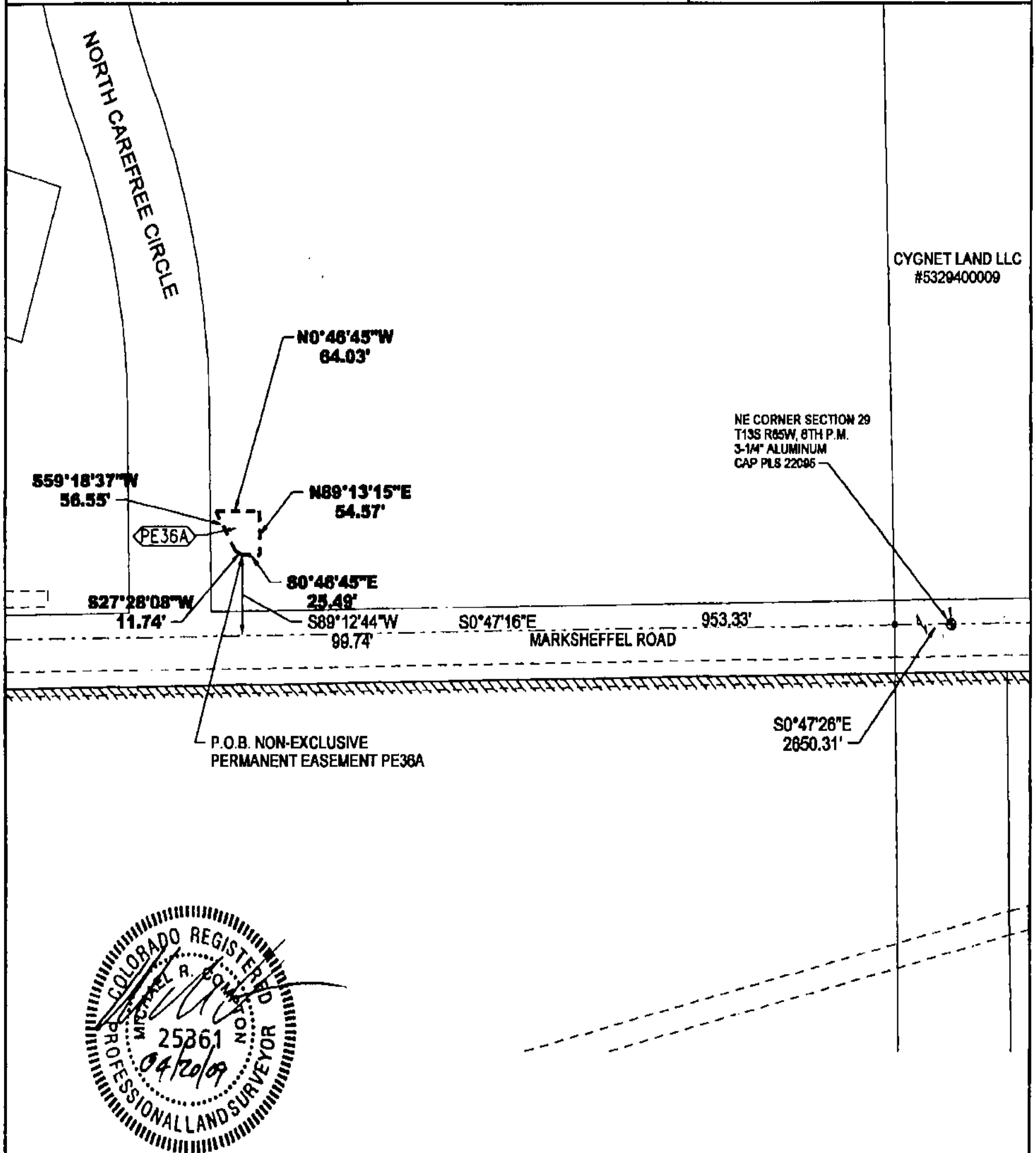


This description was prepared by Michael R. Compton, L.S. 25361 on behalf of CH2M Hill, Inc.
90 South Cascade Ave., Suite 700, Colorado Springs, Co, 80903

DATE: 15-APRIL-2009
DRAWN BY: L STUDER
CHECKED BY: M COMPTON
APPROVED BY: M COMPTON
DRAWING: 5329400009-PE36A-1.dgn

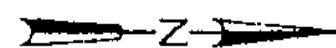
EXHIBIT B SKETCH

NON-EXCLUSIVE
PERMANENT EASEMENT PE36A
PARCEL 5329400009
SECTION 29
T 13 S, R 65 W, 6TH P.M.
EL PASO COUNTY, COLORADO



NOTES:

1. This sketch does not constitute a land survey plat by CH2M Hill, Inc.
2. This sketch is a graphic representation of the burdened property. In the event Exhibit B is inconsistent with Exhibit A, Exhibit A shall control.
3. Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 and E_24 bears N 46°53'48" E a distance of 40,950.79 ft.



SCALE: 1" = 200'

SHEET 1 OF 2

El Paso County Public Services Department		Project #		75174	
MEMORANDUM OF AGREEMENT		Location		Marksheffel Road	
(LOCAL PUBLIC AGENCY)		Parcel #		5	
Project code (SA#)		N/A		County	
		El Paso		Station to station	
				N/A	
<p>This agreement made on <u>December 12,</u> (date), 2009 is between El Paso County By and Through the Board of County Commissioners of El Paso County, Colorado, by its Public Services Department, (GRANTEE) for the purchase of the parcel(s) listed above from the Owners(s) CYGNET LAND LLC, (GRANTOR). Just Compensation was determined by appraisal(s) prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.</p>					
Land (described in attached exhibits)		38,893 square feet		\$ 97,232.50	
Permanent and Slope Easements (described in attached exhibits)		square feet		\$	
Temporary Easement		square feet		\$	
square feet				\$	
Improvements: N/A				\$	
Damages: N/A				\$ 0.00	
		Gross Total		\$ 97,232.50	
		Benefit		\$ 0.00	
		Net total		\$ 97,232.50	
Other Conditions: N/A					
<p>Notwithstanding anything to the contrary herein, the Agreement is contingent upon the El Paso County Board of County Commissioner's (hereinafter "Board") consideration and approval, and the Grantee will only make payment after receiving an acceptable conveyance instrument from the Grantor as indicated below and after formal approval by the Board.</p>					
<p>The GRANTOR and GRANTEE agree that:</p> <ul style="list-style-type: none">-There are no promises, terms, conditions, or obligations other, than those listed on this Agreement,- Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees-The compensation shown on this agreement is for the fee simple estate of the parcels described and damages of any kind, unless otherwise indicated.					
<p>The GRANTOR:</p> <ul style="list-style-type: none">-will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year.-has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes.-will execute and deliver to GRANTEE those documents indicated below.					
<p>The GRANTEE:</p> <ul style="list-style-type: none">-will be entitled to specific performance of this agreement upon tender of the agreed consideration.-will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.-will take possession of the parcel(s) when it tenders payment to the GRANTOR unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.-will prepare the following documents:					
<input checked="" type="checkbox"/> General Warranty Deed		<input type="checkbox"/> w/Min. Resv.		<input type="checkbox"/> Utility Easement	
<input type="checkbox"/> Access Deed				<input type="checkbox"/> Permanent Easements (3)	
<input type="checkbox"/> Full Release(s) Book/Page _____				<input type="checkbox"/> Slope Easement	
<input type="checkbox"/> Partial Release(s) Book/Page _____				<input type="checkbox"/> Temporary Easements (3)	
<input type="checkbox"/> Other (Specify) Special Warranty Deeds					
<input type="checkbox"/> Title Company to prepare documents except					
Order warrant \$97,232.50		payable to:		Security Title Guaranty as Escrow Agent for Cygnet Land LLC	
Order warrant \$		payable to:			
Right of Way Specialist <i>Carol Temple-Dee</i>		Grantor Signature Cygnet Land, LLC		Social Security of FEIN#	
Board of County Commissioners of El Paso County, Colorado by the El Paso County Chairman: <i>[Signature]</i>		Grantor (if applicable) <i>[Signature]</i>			
Attest: <i>[Signature]</i>		County Clerk & Recorder <i>[Signature]</i>		Grantor (if applicable) <i>[Signature]</i>	

BOCC

El Paso County Public Services Department MEMORANDUM OF AGREEMENT (LOCAL PUBLIC AGENCY)		Project #	75174
		Location	Marksheffel Road
		Parcel #	5
Project code (SA#)	N/A	County	El Paso
		Station to station	N/A
<p>This agreement made on <u>Nov. 3</u> (date), 2010 is between El Paso County By and Through the Board of County Commissioners of El Paso County, Colorado, by its Public Services Department, (GRANTEE) for the purchase of the parcel(s) listed above from the Owners(s) CYGNET LAND LLC, (GRANTOR). Just Compensation was determined by appraisal(s) prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.</p>			
Land (described in attached exhibits)	<u>0 square feet</u>		\$
Permanent and Slope Easements (described in attached exhibits) (for Plains All American Pipeline)	<u>5,783.29 square feet</u>		\$ <u>11,566.58</u>
Temporary Easement (for Plains All American Pipeline)	<u>2,344.98 square feet</u>		\$ <u>469.00</u>
Improvements: N/A			\$
Damages: N/A			\$
			\$ <u>0.00</u>
	Gross Total		\$ <u>12,035.58</u>
	Benefit		\$ <u>0.00</u>
	Net total		\$ <u>12,035.58</u>
Other Conditions: N/A			
<p>Notwithstanding anything to the contrary herein, the Agreement is contingent upon the El Paso County Board of County Commissioner's (hereinafter "Board") consideration and approval, and the Grantee will only make payment after receiving an acceptable conveyance instrument from the Grantor as indicated below and after formal approval by the Board.</p>			
<p>The GRANTOR and GRANTEE agree that:</p> <ul style="list-style-type: none">-There are no promises, terms, conditions, or obligations other, than those listed on this Agreement,- Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees-The compensation shown on this agreement is for the fee simple estate of the parcels described and damages of any kind, unless otherwise indicated.			
<p>The GRANTOR:</p> <ul style="list-style-type: none">-will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year.-has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes.-will execute and deliver to GRANTEE those documents indicated below.			
<p>The GRANTEE:</p> <ul style="list-style-type: none">-will be entitled to specific performance of this agreement upon tender of the agreed consideration.-will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.-will take possession of the parcel(s) when it tenders payment to the GRANTOR unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.-will prepare the following documents:			
<input type="checkbox"/> General Warranty Deed	<input type="checkbox"/> w/Min. Resv.	<input type="checkbox"/> Utility Easement	
<input type="checkbox"/> Access Deed		<input checked="" type="checkbox"/> Permanent Easements (1)	
<input type="checkbox"/> Full Release(s) Book/Page _____		<input type="checkbox"/> Slope Easement	
<input type="checkbox"/> Partial Release(s) Book/Page _____		<input checked="" type="checkbox"/> Temporary Easements (1)	
<input type="checkbox"/> Other (Specify) Special Warranty Deeds			
<input type="checkbox"/> Title Company to prepare documents except			
Order warrant \$12,035.58	payable to:	Fidelity National Title Guaranty as Escrow Agent for Cygnet Land LLC	
Order warrant \$	payable to:		
Right of Way Specialist, <u>EL PASO</u>	Grantor Signature	Social Security of FEIN#	
	Cygnet Land, LLC		
Board of County Commissioners of El Paso County, Colorado by the El Paso County Chair: <u>Dennis Hisey</u>	Grantor (if applicable)		
Attest: <u>[Signature]</u> County Clerk & Recorder <u>[Signature]</u>	Grantor (if applicable)	<u>[Signature]</u>	



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El Paso County, CO

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1 of 8



215041395

RESOLUTION NO. 15- 184

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE PRELIMINARY PLAN REQUEST FOR WINDERMERE (SP-14-013)

WHEREAS, James Todd Stephens and Yes Companies LLC, did file an application with the Development Services Department of El Paso County for the approval of a Preliminary Plan for Windermere Subdivision, and early grading for the herein described property in the unincorporated area of El Paso County; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on April 7, 2015, upon which date the Planning Commission did by formal resolution recommend approval of the subject application with conditions and notations; and

WHEREAS, a public hearing was held by this Board on April 28, 2015; and

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

1. That proper posting, publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed subdivision is in general conformance with the goals, objectives, and policies of the Master Plan.
4. That the subdivision is consistent with the purposes of the El Paso County Land Development Code.
5. That the subdivision is in conformance with the subdivision design standards and any approved Sketch Plan.
6. That an insufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S.

§30-28-133(6)(a)] and the requirements of Chapter 8 of the Land Development Code.

7. That a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
8. That all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified and the proposed subdivision is compatible with such conditions [C.R.W. §30-28-133(6)(c)].
9. That adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and the Engineering Criteria Manual are provided by the design.
10. That the proposed subdivision has established an adequate level of compatibility by (1) incorporating natural physical features into the design and providing sufficient open spaces considering the type and intensity of the subdivision; (2) incorporating site planning techniques to foster the implementation of the County's plans, and encouraging a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit if appropriate, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County; (3) incorporating physical design features in the subdivision to provide a transition between the subdivision and adjacent land uses; (4) incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the design; and (5) incorporating public facilities or infrastructure, or provisions therefor, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of County services and facilities.
11. That necessary services, including police and fire protection, recreation, utilities, open space and transportation system, are or will be available to serve the proposed subdivision.
12. That the subdivision provides evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.
13. That the proposed subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
14. That all data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and

found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.

15. That the proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
16. That for the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves the request by James Todd Stephens and Yes Companies LLC, for Preliminary Plan of Windermere Subdivision and early grading for property located within the unincorporated area of the County, more particularly described in Exhibit A, which is attached hereto and incorporated by reference.

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

CONDITIONS OF APPROVAL

1. A 6' tall concrete fence shall be installed along the perimeter of the development adjacent to Marksheffel Road, North Carefree Circle, and Antelope Ridge Drive by the developer to be maintained by the Home Owners Association.
2. A driveway access permit will be required from the El Paso County Development Services Department for any access to a county maintained roadway.
3. Prior to scheduling for Board of County Commissioners consideration, all remaining technical issues shall be resolved in accordance with Development Services.
4. Applicable traffic, drainage and bridge fees shall be paid with each final plat.
5. Applicable school and park fees shall be paid with any final plats.
6. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed species.

7. The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assigns that Subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the Countywide Transportation Improvement Fee Resolution (Resolution 12-382), as amended, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would find the fee obligation before sale of the property.
8. The detention ponds in Tract A Filing No. 1 and Tract C Filing No. 2 shall be built by the developer.
9. No individual lot access to North Carefree Circle, Marksheffel Road, and Antelope ridge Drive will be allowed.
10. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.
11. Developer shall provide collateral for the removal and replacement of the temporary cul-de-sac improvements when the roadway is transitioned to a future consistent 50' through right-of-way.
12. The traffic study with the final plat(s) will determine the amount of escrow towards the construction of intersection improvements at Antelope Ridge and N. Carefree Circle.

NOTATIONS


1. Preliminary Plans not forwarded to the Board of County Commissioners for consideration within 180 days of Planning Commission action will be deemed to be withdrawn and will have to be resubmitted in their entirety.
2. Approval of the Preliminary Plan will expire after twenty-four (24) months unless a final plat has been approved and recorded or a time extension has been granted.


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

DONE THIS 28th day of April 2015 at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST

By: 
County Clerk & Recorder



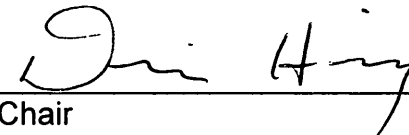
By: 
Chair

Exhibit A

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF THE SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF CHATEAU AT ANTELOPE RIDGE FILING No. 2, MONUMENTED AT ITS WEST END WITH A #4 REBAR AND YELLOW PLASTIC CAP, PLS 24964 AND AT ITS EAST END WITH A #5 REBAR AND ORANGE PLASTIC CAP, PLS 38141, AND ASSUMED TO BEAR N 89°56'53" E.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, CHATEAU AT ANTELOPE RIDGE FILING No. 2 AS RECORDED IN RECEPTION No. 202192387, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF ANTELOPE RIDGE DRIVE; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTH LINE OF SAID CHATEAU AT ANTELOPE RIDGE FILING No. 2:

1. N 89°56'53" E, A DISTANCE OF 670.94 FEET;
2. S 77°13'21" W, A DISTANCE OF 296.79 FEET;
3. S 14°41'09" E, A DISTANCE OF 81.11 FEET;
4. S 77°39'54" E, A DISTANCE OF 397.87 FEET;
5. N 63°24'07" E, A DISTANCE OF 97.95 FEET;
6. N 47°01'52" E, A DISTANCE OF 173.02 FEET;
7. 54.01 FEET ALONG THE ARC OF 50.64 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°06'12" AND A CHORD THAT BEARS S 85°42'14" E 51.48 FEET;
8. S 50°34'05" E, A DISTANCE OF 287.41 FEET;
9. N 03°10'04" W, A DISTANCE OF 254.58 FEET;
10. N 89°56'53" E, A DISTANCE OF 70.30 FEET;

THENCE N 89°42'51" E, A DISTANCE OF 58.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS RECORDED IN RECEPTION No. 209071394; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD:

1. S 00°37'08" E, A DISTANCE OF 53.18 FEET;

2. 460.80 FEET ALONG THE ARC OF A 7,920.00 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°20'01" AND A CHORD THAT BEARS S 01°04'11" W 460.73 FEET;

3. S 02°45'59" W, A DISTANCE OF 207.41 FEET;

4. 446.97 FEET ALONG THE ARC OF A 8,580.00 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°59'05" AND A CHORD THAT BEARS S 01°15'27" W 446.92 FEET;

5. S 00°14'40" E, A DISTANCE OF 943.51 FEET;

6. S 28°04'07" W, A DISTANCE OF 54.01 FEET;

7. S 59°11'20" W, A DISTANCE OF 73.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH CAREFREE CIRCLE AS RECORDED IN RECEPTION No. 205015091;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH CAREFREE CIRCLE:

1. S 89°49'32" W, A DISTANCE OF 113.86 FEET;

2. 407.83 FEET ALONG THE ARC OF A 1,060.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°02'39" AND A CHORD THAT BEARS S 78°48'13" W 405.32 FEET TO A POINT OF REVERSE CURVATURE;

3. 288.59 FEET ALONG THE ARC OF A 940.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°35'25" AND A CHORD THAT BEARS S 76°34'35" W 287.46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ANTELOPE RIDGE DRIVE:

1. N 00°00'00" E, A DISTANCE OF 712.81 FEET;

2. 762.65 FEET ALONG THE ARC OF A 1,280.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°08'17" AND A CHORD THAT BEARS N 17°04'08" W 751.42 FEET TO A POINT OF REVERSE CURVATURE;

3. 928.37 FEET ALONG THE ARC OF A 1,560.00 FOOT RADIUS TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°05'50" AND A CHORD THAT BEARS N 17°05'22" W 914.73 FEET;

4. N 00°04'30" W, A DISTANCE OF 35.51 FEET TO THE POINT OF BEGINNING, HAVING A CALCULATED AREA OF 2,268,042 SQUARE FEET (52.07 ACRES) OF LAND, MORE OR LESS.

TOGETHER WITH

TRACT A, CHATEAU AT ANTELOPE RIDGE FILING NO. 2 AS RECORDED IN RECEPTION NO. 202192387, HAVING A CALCULATED AREA OF 3.51 ACRES OF LAND, MORE OR LESS.

REVOCABLE LICENSE**To: Mountain View Electric Association, Inc.****For: Electric Lines**

This Revocable Easement ("License") is granted this 12th day of November 2019, to **Mountain View Electric Association, Inc., a Colorado corporation** ("Licensee"), whose address is 1655 5th Street, Limon Colorado 80828, by **City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation** ("City"), acting through its enterprise, Colorado Springs Utilities, ("CSU"), whose street address is 502 South Nevada Avenue, Suite 502, Colorado Springs, Colorado 80903 (both Licensee and City are hereinafter collectively referred to as "Parties").

Recitals

WHEREAS, the City of Colorado Springs on behalf of its enterprise, CSU, owns the property identified as SE ¼, Section 29, Township 13 South, Range 65 West, as recorded in the El Paso County Record Under Book 2711 Page 67 and Book 5686 Page 146, also known as Tax Schedule Number 53294-00-014, with an address of 7723 N. Carefree Circle ("CSU Property"); and,

WHEREAS, CSU controls, owns, operates, and maintains, in whole or in part, various utility operations on the CSU Property, including but not limited to an air propane plant; and,

WHEREAS, Licensee does hereby request a license for the purposes of constructing, and maintaining **electric lines ("Improvements")** as described in Exhibit A; and,

WHEREAS, CSU has an obligation to protect its utility infrastructure and access to its utility infrastructure on the CSU Property; and,

WHEREAS, the Parties hereby enter into this License.

Terms and Conditions

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties agree as follows:

1. Granting of License. For and in consideration of **\$10.00** and other good and valuable consideration, CSU hereby grants to Licensee a non-exclusive revocable license, in accordance with the laws of the State of Colorado, the Colorado Springs City Charter and the Colorado Springs City Code, to **enter, occupy and use**, that portion of the CSU Property described by the legal description in Exhibit A, ("License Area") for the purpose of constructing, maintaining and removing **Electric Lines** ("Improvements") in, through, over and across the CSU Property. Any permitted improvements installed by Licensee or at the request of Licensee, including utility service lines, serving the License Area are hereby referred to as the "Improvements".

2. Term. The term of this License, in accordance with Article X, Sections 10-60 and 10-100 of the Charter of the City of Colorado Springs, shall be revocable and for a term of twenty-five (25) years commencing the November 12, 2019 (Effective Date), and continuing through November 11, 2044, unless this License is sooner revoked. This License may be terminated at any time by CSU's CEO or designee, or as otherwise provided in this License.

3. **License Map.** The legal description in **Exhibit A** describes the License Area.

4. **Improvements.** The Improvements allowed by this License must comply with the description in Exhibit C, attached hereto and incorporated by reference, and which has been approved by CSU provided the conditions of this License are met. The Improvements, including the foundation must be ten (10) feet from the existing gas main. Licensee shall, at its own cost and subject to the supervision and control of CSU, locate, construct, operate, and maintain the Improvements to the License Area in such a manner and of such material that the Improvements to the License Area will not at any time be a source of danger to or interference with any of CSU's structures, facilities, or operations. Licensee shall be responsible for any repair and maintenance which is required for the Improvements, including any repair or maintenance that is requested by CSU. All such repair or maintenance shall be completed in a timely manner. Licensee shall keep the Improvements and every part thereof, including any surrounding property, in good condition and appearance. The Improvements must be maintained so that they continue to properly serve the purposes for which they were originally constructed.

Prior to commencing any excavation activity on the License Area, Licensee will cause to be located all other pipelines, cables, pipes, and other underground facilities located in or near the CSU Property, and will notify and obtain any necessary consents from the appropriate owner of such facilities, if required. Licensee acknowledges that CSU owns and operates an underground gas main in the vicinity of the Improvements on the CSU Property.

In no event shall Licensee endanger any of CSU's existing or future improvements or facilities. Additionally, Licensee shall not under any circumstances alter the present grade or ground level of the License Area without the prior written consent of CSU. In no event shall Licensee, whether by act or omission allow the impoundment of any water or other substance on the License Area or the CSU property.

Licensee agrees that Licensee, any of its employees, contractors, representatives, or any other agents, when in or on the CSU Property or exercising any right of ingress or egress, shall have identification available to indicate their business purpose for being on the premises.

5. **Ingress and Egress.** Licensee and their agents, contractors and representatives shall have and exercise the right of reasonable ingress and egress in, to, through, over, under, and across the CSU Property as necessary to perform construction, reconstruction, operation, use, maintenance, repair, or replacement of the Improvements. Except in emergencies, Licensee shall give CSU reasonable advance notice prior to exercising its rights of ingress and egress. To the maximum practicable extent, Licensee shall use existing gates, roads, trails and facilities to avoid disruption of the CSU's operations and other license holder's operations on the property.

6. **Safety and Security.** Licensee shall conduct its operations in a safe and prudent manner and in compliance with all applicable federal, state and municipal laws and regulations. Licensee acknowledges and agrees that CSU may establish reasonable rules and regulations governing access, ingress and egress in order to preserve security of any of the CSU's operations or facilities and to preserve safety for other license holder operations. Licensee shall comply with all such rules.

7. **Noninterference with Operation of CSU.** Licensee, by accepting this License, expressly agrees for itself, its successors and assigns that it will not interfere in any way with CSU's primary purpose and use of the CSU Property or the operations of any other license holder on the CSU Property. Additionally, Licensee acknowledges that CSU may develop and construct

additional utility facilities on the CSU Property, including the License Area, in the future. Licensee shall not engage in, authorize, permit or allow by omission any activity on the License Area or the CSU Property that will interfere with the safety, protection and operation of CSU's utility operations or other municipal operations. In the event the aforesaid covenant is breached, CSU may in its sole discretion revoke this License or allow Licensee an opportunity to cure, or CSU may enter the License Area and abate the interference at the expense of Licensee.

8. Noise, Odor, Vibrations, and Annoyances. Licensee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste on the License Area or annoy, disturb or be offensive to others and shall take all reasonable measures, using the latest known and most practical devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage the CSU Property and to maintain a low sound level in its operations.

9. CSU's Rights Unaffected. CSU shall retain the right to make full use of the License Area, including but not limited to use of License Area for any utility lines, drainage, or otherwise, except for such use as might unreasonable endanger or interfere with the rights of Licensee in its construction, operation or maintenance of the Improvements. CSU will notify Licensee if it has determined in its discretion that it needs to exercise its rights associated with the License Area. CSU agrees to consider the ability to use its adjacent property when making such determination.

10. Surface Restoration to Land/Other Damage. Licensee shall repair or reimburse CSU for the reasonable cost of repair for any physical damage done by or resulting from actions, omissions or operations of Licensee, its employees, contractors, or representatives to the License Area or to any of CSU's existing or future facilities or improvements, whether within or without the License Area. Licensee shall replace any damaged property or reimburse CSU for the reasonable cost of repair or replacement of such property, including, but not limited to, physical damage to any land, articles, landscaping, storage tanks, utility lines (water, wastewater, gas, electric, telephone, cable, or other) and any appurtenances, whether within or without the CSU Property, caused by laying, repairing, replacing, operating, maintaining or removing of the Improvements. Licensee shall promptly restore, replace, or repair the surface to the original condition as near as may be reasonably possible constructing, maintaining, or altering the Improvements in the License Area.

11. Subjacent and Lateral Support. The activities of Licensee, its employees, contractors and representatives relating to the License Area, shall not impair the lateral or subjacent support of any facilities, improvements or property of CSU. To the extent any of the Improvements, now or in the future, impair the lateral or subjacent support of any such facilities or improvements of CSU, or otherwise compromise the integrity of such facilities or improvements, in CSU's sole opinion, Licensee, shall immediately correct the situation to CSU's satisfaction and as provided for in the Release/Indemnification paragraph below indemnify and hold harmless the City for any injury or damage resulting therefrom.

12. Utilities. For utilities associated with this License Area, Licensee agrees to pay for all utilities used by it, including, but not limited to, deposits, installation costs, meter deposits and all service charges. No such payment shall be considered a payment of rent entitling Licensee to a credit under any other provision of this License. Licensee expressly agrees to comply with all applicable CSU energy conservation programs and with all applicable rules and regulations with respect thereto existing at the commencement of this License or thereafter adopted during the term thereof.

13. Release/Indemnification. Licensee, its employees, contractors and representatives hereby agree to release, discharge, indemnify and hold harmless the City of Colorado Springs, Colorado Springs Utilities, the Colorado Springs City Council, the Utilities Board, and the officers, directors, employees and agents of each, from and against any and all liability for any damages, injuries to the person or property of CSU or Licensee (including but not limited to the Improvements), or any third party, causes of action, demands, or actions of whatsoever kind or nature, arising out of the negligent acts or omissions, or intentional misconduct of Licensee, in connection with or related in any way to this License or the construction, operation, maintenance or existence of the Improvements, unless and to the extent any such damages are proximately caused by CSU's negligent acts or omissions, or intentional misconduct. Licensee shall give CSU timely and reasonable notice of any such claims or actions. Notwithstanding the foregoing, CSU expressly reserves any and all of the protections, defenses, and limitations that it may be afforded under the Colorado Governmental Immunity Act. Additionally, Licensee understands and agrees that the City of Colorado Springs, Colorado Springs Utilities, the Colorado Springs City Council, the Utilities Board and the officers, directors, employees and agents of each shall not be liable for incidental or consequential damages of any kind, including, without limitation, loss of use, lost profits, or increased costs of purchased or replacement materials and equipment caused by either party and concerning any of the properties involved or the Improvements.

The provisions of this paragraph shall survive the expiration or termination of this License, with respect to occurrences during the term of the License.

14. Public Insurance.

a. Licensee shall maintain in full force and effect, during the term of this License, Comprehensive General Public Liability Insurance in the minimum amount of Two Million Dollars (\$2,000,000) bodily injury and property damage combined single limit each occurrence. The required insurance coverage shall also include Broad Form Property Damage, Products-Completed Operations and Explosion, Collapse and Underground Coverage, Personal Injury, Blanket Contractual Coverage for this License and Independent Contractors Coverage.

b. Licensee agrees that CSU shall be named as additional insured under any policy or policies of insurance and the policy or policies shall include the severability of interest "cross over" provision.

c. The Parties understand and agree that the amount of insurance required herein is not less than the minimum required and may become inadequate during the term of this License. Licensee agrees that it will increase such minimum limits by reasonable amounts upon request of CSU; provided that upon such request, Licensee may decline to increase its insurance amounts and terminate this License.

d. All policies of insurance required herein shall be in a form reasonably required by City and with a company or companies reasonably satisfactory to CSU

e. Licensee shall deliver policies or certificates of required coverage to CSU.

f. At least thirty (30) days before the expiration of any then current policy of insurance, Licensee shall deliver to CSU evidence that such insurance coverage has been renewed. With fifteen (15) days after the date of written notice from insurer of cancellation

or reduction in coverage, Licensee shall deliver to CSU Real Estate Services, a policy or certificate of insurance reinstating or otherwise providing the required insurance.

g. Failure to provide and/or maintain the required insurance requirements as set forth herein shall be grounds for revocation of this License.

h. If any claim for damages is filed with CSU or Licensee, or if any lawsuit is instituted against CSU or Licensee, CSU or Licensee shall give prompt and timely notice thereof to the other party, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with Licensee's use of the License Area or Licensee's operations or activities in the License Area and that in any way, directly or indirectly, contingent or otherwise, affect or might reasonably affect CSU or Licensee. Notice shall be deemed prompt and timely if given within fifteen (15) days following the date of receipt of a claim or fifteen (15) days following the date of service of process of a lawsuit. Accident or property damage claims in an amount less than five thousand dollars (\$5,000) shall be excluded from the requirements of this Paragraph.

15. Liens. In no event shall Licensee allow any liens to attach against the CSU Property, including but not limited to the License Area, or any portion thereof, for materials supplied or work performed at the request of, or for the benefit of Licensee, and Licensee shall indemnify and hold CSU harmless from any cost or expense incurred by CSU to release any such liens against the CSU Property.

16. Revocation or Termination. This License may be revoked by CSU at its pleasure upon written notice by CSU in accordance with the powers granted in Article X, Section 10-100 of the Charter of the City of Colorado Springs. Licensee may terminate this License at its pleasure upon written notice to CSU. Upon revocation, Licensee, its employees, contractors and representatives, may be reasonably required by CSU to remove any Improvements and restore, replace, or repair the CSU Property, including, but not limited to, the License Area, to the original condition as near as may be reasonable possible or reimburse CSU for the cost of doing the same. Notwithstanding the foregoing, Licensee, its employees, contractors and representatives, shall not cause damage to or compromise the integrity of any of CSU's property, real or personal, when removing any Improvements or restoring, replacing, or repairing such property. If the Improvements are not promptly removed, such Improvements shall become the sole property of CSU at its option. CSU reserves the right to require Licensee to remove any Improvements on the License Area. Except for those situations caused by CSU's negligent acts, omissions, or intentional misconduct, CSU shall be under no obligation to reimburse Licensee for any sums of money expended for any Improvements or in making any improvements or repairs on the License Area.

17. Disclaimers.

a. Title. CSU hereby EXPRESSLY DISCLAIMS ANY WARRANTY OF TITLE with respect to the License Area. Licensee is relying on its own investigations as to the adequacy of title to the License Area for its use under this agreement. Without limiting the foregoing, the grant of rights set forth herein is subject to all easements, restrictions, reservations, and rights of way of record.

b. Physical Condition. CSU DISCLAIMS ANY WARRANTY WITH RESPECT TO THE PHYSICAL CONDITION of the License Area, including, without limitations, the fitness of such property for any particular purpose and/or the condition of the soils contained therein. Licensee acknowledges that it is accepting its right to use the

License Area on an AS-IS, WHERE-IS, and with all faults basis. Licensee specifically acknowledges that CSU has significant utility infrastructure within the CSU Property, and specifically within the License Area there are gas mains.

18. Environmental. For purpose of this Section, the following words and phrases shall have the following meanings:

“Environmental Requirements” shall mean any applicable environmental local, state and federal statutes, laws, rules and regulations, and all directives, orders, permits, licenses issued by, and environmental plans approved by, local, state and federal agencies, or by municipal, state, and federal courts that are now in effect or are hereinafter enacted, promulgated, issued, or approved.

“Hazardous Environmental Condition” shall mean the presence on the property described in Paragraph 1 of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (as defined by the Solid Waste Disposal Act as amended from time to time), or any hazardous substance or material including, but not limited to, petroleum and petroleum products, radioactive materials (as defined by the Atomic Energy Act of 1954 as amended from time to time), and all substances which are listed under 40 CFR 302 and 40 CFR 355, 49 CFR 172 and 29 CFR 1910.120.

“Environmental Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment of five (5) gallons or more of a Hazardous Substance or Hazardous Material. However, any release required to be reported to any governmental or regulatory agency shall also be reported to CSU

“Hazardous Substance” or “Hazardous Material” shall mean any and all substances, materials, and wastes that are or become regulated under any Environmental Requirement, including, but not limited to, asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive materials, pesticides, and all substances which are currently listed or may be listed in the future under 40 CFR 302, 40 CFR 35, 49 CFR 172, and 29 CFR 1910.120, and other substances which may be listed under any Environmental Federal or State statute.

Licensee shall comply with all Environmental Requirements in its use of the License Area. Licensee, its employees, contractors and representatives, shall not cause by their respective willful, wanton or negligent acts or omissions, the unpermitted release or presence on CSU Property of oil or hazardous substances, or any other material or substance that violates any Environmental Requirements. Licensee agrees to defend, indemnify and hold harmless CSU, the City of Colorado Springs, the Colorado Springs City Council, Utilities Board, and their officers, directors, employees and agents, from those costs or claims caused by the willful, wanton or negligent failure of Licensee, its employees, contractors and representatives to comply with Environmental Requirements. Licensee shall not be responsible for any Hazardous Environmental Condition (as defined above) brought onto the CSU Property by CSU or caused by the willful, wanton or negligent failure of CSU, its employees, contractors and representatives.

Licensee shall immediately report to CSU, and to the extent unreported by Licensee, CSU shall immediately report to Licensee, any of the following events or conditions arising out of Licensee’s use or occupancy of the License Area: (i) the Environmental Release or threatened Environmental Release of Hazardous Substances or Hazardous Materials at, to, from, on, or through the CSU Property, including the License Area and any responses to Licensee or any governmental agency, and (ii) exposure of any person to any Hazardous Substance or Hazardous

Material. Licensee and CSU shall immediately report to the other party any claim, demand, action or notice made against Licensee or CSU with regard to the other party any claim, demand, action or notice made against Licensee or CSU with regard to any violation or alleged violation of any Environmental Requirement relative to Licensee's use and occupancy of the License Area or the CSU Property, and each party shall immediately provide the other party with copies of any written claims, demands, actions, or notices so made.

CSU and Licensee agree to provide to the other party all non-privileged correspondence, notices, approvals, certifications, reports, test results, submissions and all written communication regarding an Environmental Release or threatened Environmental Release of any Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of CSU Property. CSU and Licensee agree to provide the other party all written submissions regarding the environmental condition arising out of Licensee's use and occupancy of the License Area or use of the CSU Property within three (3) business days that the same are provided to or by a governmental entity.

In the event of the Environmental Release of any Hazardous Substance or Hazardous Material as a result of Licensee's use or occupancy of the License Area or use of the CSU Property, Licensee shall immediately control and remediate the contaminated media as provided by and to the standards applicable under the Environmental Requirements.

Licensee shall undertake any work necessary to remediate or remove any Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of the CSU Property as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring Licensee's property in the License into compliance with all applicable Environmental Requirements. Any work conducted for such purpose shall be conducted at Licensee's expense after Licensee submits to CSU and any appropriate governmental authority a written plan for completing such work and receives the prior written approval of CSU and such other governmental authorities. CSU shall have the right to inspect at CSU's own expense such work at any time using consultants and representatives of their choice.

At the request of CSU, which shall only occur if CSU provides Licensee with a written description of facts providing a reasonable basis to conclude that Licensee is using or permitting use of the License Area in violation of this Section 17, Licensee shall conduct such testing, monitoring, sampling, and analysis as is reasonably necessary to ascertain (i) whether Licensee is using the License Area in compliance with all Environmental Requirements or (ii) whether there has been an Environmental Release of a Hazardous Substance or Hazardous Material arising out of Licensee's use and occupancy of the License Area or use of the CSU Property. Any such tests, monitoring, sampling, and analysis shall be conducted by qualified independent experts chosen by Licensee and subject to reasonable approval by CSU. Copies of results from and reports of such testing, monitoring, sampling, and analysis shall be promptly provided to CSU.

If Licensee fails to comply with any Environmental Requirements, CSU, in addition to its other rights and remedies under this License, and at its election, may enter the License Area and take such measures as may be reasonable and necessary to ensure compliance with Environmental Requirements, and may charge Licensee for its costs arising out of Licensee's use and occupancy of the License Area or use of the CSU Property.

Licensee specifically recognizes that CSU is held to strict compliance and may be responsible for any resulting penalties with respect to failure to comply with Environmental

Requirements. Licensee therefore agrees to respond immediately, at CSU's demand, to any violations of any applicable Environmental Requirements caused by Licensee's use and occupancy of the License Area or use of the CSU Property.

19. Compliance with Laws. All construction and excavation activities carried on by Licensee on or about the property pursuant to this License shall be conducted in accordance with all applicable local, state, or federal requirements, specifications, laws and regulations. All construction, installation, maintenance and repair work performed by or on behalf of Licensee or on or in the CSU Property shall be performed in a manner and with such safeguards as are reasonably necessary to avoid any personal injury or property damage.

20. Governmental Immunity Act. Nothing in this License shall be interpreted to limit or prevent the protections afforded to CSU under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

21. No Joint Venture. In the performance of Licensee's obligation under this License, it is understood, acknowledged and agreed between the parties that Licensee is at all times acting and performing independently from CSU, and that CSU shall neither have nor exercise any control or direction over the manner and means by which Licensee performs Licensee's obligations under this License, except as otherwise stated in this License. Licensee understands and agrees that Licensee its, employees, agents, servants, or other personnel are not CSU employees. Licensee shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Licensee or any of Licensee's employees, agents, servants, or other personnel performing service under this License.

22. Entire Agreement. This License represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by CSU and Licensee.

23. Notice. All notices necessary or required under this License shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to CSU:	If to Licensee:
Colorado Springs Utilities	Mountain View Electric Association, Inc.
Development Services	Attn: Jim C. Herron, Chief Executive Officer
P. O. Box 1103, Mail Code 950	1655 5 th Street
Colorado Springs, Colorado 80947	Limon, Colorado 80828
With a copy to:	Telephone: 719-775-2861
City of Colorado Springs	Facsimile: 719-775-9513
Real Estate Services Manager	
P.O. Box 1575, Mail Code 525	
Colorado Springs, Colorado 80901-1575	
Telephone: 719-385-5920	
Facsimile: 719-385-5610	

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.


21. Survival of Obligations. All express representations and indemnifications shall survive this License, including any duties or obligations that are required in the event of termination.

22. Governing Law and Jurisdiction. This License shall be governed by and interpreted in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. The Parties consent to venue and jurisdiction in the District Court in and for El Paso County, Colorado, or in the United States District Court for the District of Colorado in any action commenced relating to this License or the transactions contemplated hereby.

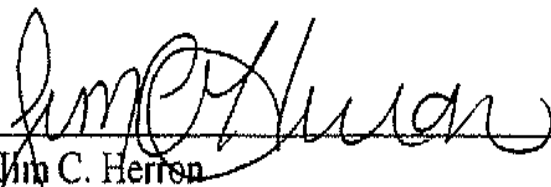
Signatures on next page.

Signature Page

Executed by Colorado Springs Utilities,
an enterprise of the City of Colorado Springs:


By: Jessica Davis
Its: Principal Land Resource Specialist
Date: 11/12/19

Executed by the Licensee,

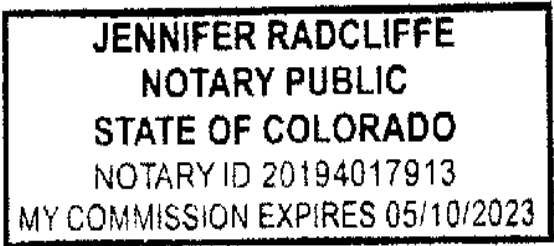

By: Jim C. Herron
Its: Chief Executive Officer
Date: 10/31/2019

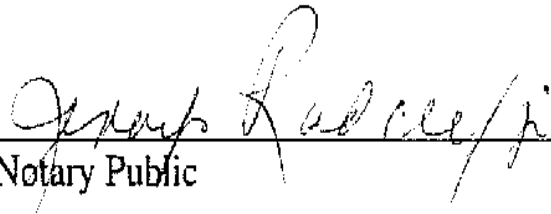
State of Colorado)
County of El Paso)ss.

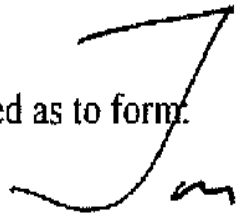
The foregoing instrument was acknowledged before me this 31st day of October
2019, by Jim C. Herron as Chief Executive Officer of Mountain View Electric Association, Inc.,
a Colorado corporation.

Witness my hand and official seal

My commission expires: 5/10/23




Notary Public

Approved as to form: 

Print Name: TIM SCHNEIDER 10/27/19
City Attorney's Office – Utilities Division

EXHIBIT A

Legal Description of License Area:

An area ten (10) feet either side of the power line and other fixtures on a parcel of property known as 7723 North Carefree Circle and located in part of Section 29, Township 13 South, Ranch 65 West, County of El Paso, State of Colorado.