



**Timberline  
Realty, Inc.**

## TERMS OF AUCTION

**AUCTION FOR** – Paul Lavelle

**AUCTION LOCATION** – Online at <https://uctimberlinerealtyinc.hibid.com/>

**AUCTION DATE** – June<sup>3rd</sup>, 2022, at 4 PM MST

**AUCTIONEER** – Matt Orist (Associate Broker) of United Country Timberline Realty Inc located at 11511 US Hwy 24, Divide, CO 80814 (719-321-3958) has contracted with “Seller” to offer to sell at public auction certain real property.

**Offering** – 396 Mohawk Heights, Florissant, CO 80816

Legal Description: L60A B1 TROUT HAVEN 5

### **General Terms and Conditions**

**10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposit is \$2,000.**

**BIDDER REGISTRATION** – **Registration begins online** prior to auction at <https://uctimberlinerealtyinc.hibid.com/>

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AGENCY DISCLOSURE** – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COPYRIGHT FOR AUCTION** – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning,

surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** – Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**SALE CONTRACT** – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. **This sale is not contingent upon any matter, including buyer obtaining financing.** Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

**EARNEST MONEY DEPOSIT** – Purchaser will be required to make a **\$2,000 Earnest Money Deposit on July 3<sup>rd</sup>, 2022.** The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

**TITLE** - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by Deed of General Warranty, free of all liens, tenancies, defects, and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

**ONLINE AUCTION TECHNOLOGY (DISCLAIMER)** - Under no circumstances shall Bidder have any kind of claim against United Country – Timberline Realty, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the “Maximum Bid” feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

**SOFT CLOSE** - If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

**BUYER'S BROKER FEE** – A Buyer's Broker Fee of (2%) is offered to CO State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Agency Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.

**PRE-AUCTION SALES** - As an agent for the Seller, the Auctioneer must present all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Buyer's Broker Fee of (2%) is offered to CO State Licensed Real Estate Brokers on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

**DISPUTE RESOLUTION** – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

**Choice of Law, Jurisdiction, and Venue** – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Teller in the State of Colorado.

**MISCELLANEOUS** – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and

successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

**Bidder Acknowledgement** – By signing below you hereby agree to the **Terms of Auction**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_




# Property Map

396 Mohawk Heights, Florissant  
Teller County, Colorado, 1.44 AC +/-



 Boundary

Mike Orist  
mike@oristrealty.com



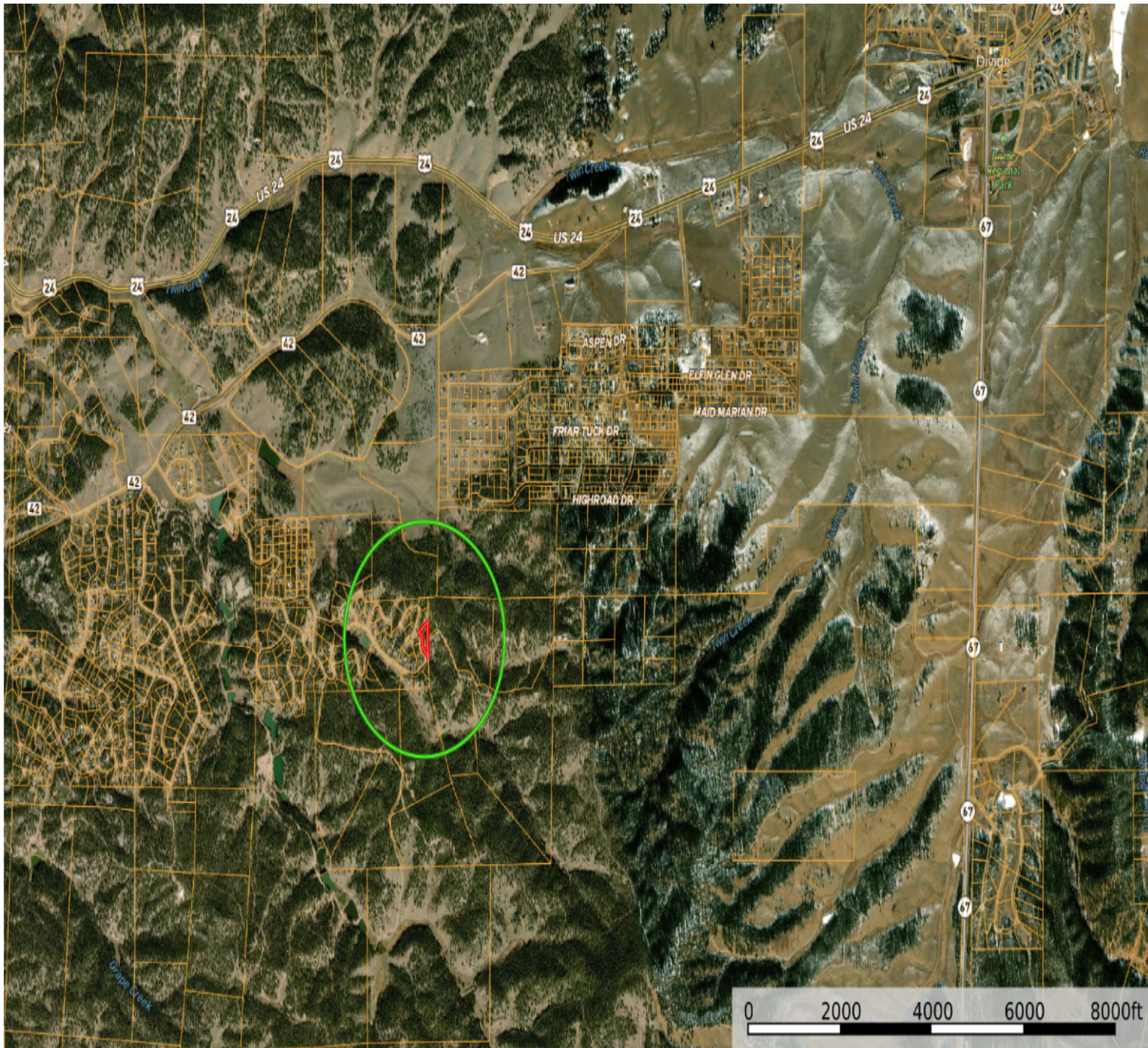
The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.





**Auction Services**  
Timberline Realty, Inc.

# Location







**Auction Services**  
Timberline Realty, Inc.

# **Title Documents**

PPT 10  
5, 2**AGREEMENT**

This agreement covers the wishes and intent between owners of Lots 6, 7, 8 and 9 of Colorado Woodland Estates and the owner of Lot 60A (FKA 60 and 61) Block 1, Trout Haven, fifth filing.

- A. Lots 6, 7, 8, 9 and 60A have complete authority and responsibility for the maintenance and cost of maintenance to that portion of Mohawk Heights Road covered by an easement over and through Lot 60A from the point joining Cochetopa County Road and the Boundry of Colorado Woodland Estates.
- B. The owners of Lots 6,7,8 and 9 grant to the owner of Lot 60A complete access to that portion of Mohawk Heights for ingress and egress for the purpose of a private driveway to Lot 60A.
- C. The owner of Lot 60A agrees that no structure of any kind, permanent or temporary can occupy or be erected on any portion of this property north of Mohawk Heights road, unless approved by all the owners of lots 6, 7, 8 and 9. The development of a water well and leach field is allowed

This agreement runs in perpetuity and must be recorded in the Teller County Office of Records in the State of Colorado.

David F. Schnee and Rebecca R. Schnee owners of Lot 7, 8 and 60A as above specified.



Date

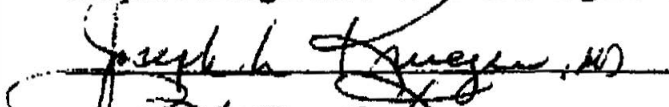
9-28-05



Date

09-28-05

Joseph L. Krueger and Paulette M. Krueger owners of Lot 6 as above specified.



Date

9/26/05



Date

9/26/05

George A. Lavelle and Margaret P. Lavelle owners of Lot 9 as above specified.



Date

9/26/04



Date

9/26/04

CWCS @ WPP/244

PDT-14  
10/10

586110 10/11/2005 12:40 PM Page 1 of 2  
Patricia Crowson, Clerk & Recorder, Teller County, CO

AGREEMENT

This document is specific to Lot 60A (FKA 60 and 61), Block 1, Trout Haven, Fifth Filing, according to the Vacation recorded June 26, 1998 at Reception No. 478105, Teller County, Colorado (the "Property").

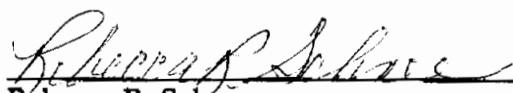
George LaVelle as Purchaser and David Schnee and Rebecca Schnee as Sellers agree to the following as stated in the contract to buy and sell dated August 26, 2005.

Purchaser grants to Sellers a license, personally to Sellers, to freely roam about the Property north of the road known as Mohawk Heights and require a similar license of Purchaser's immediate successor-in-interest. To freely roam about the Property means the same as having ingress and egress privileges. This term of this contract shall survive the closing.

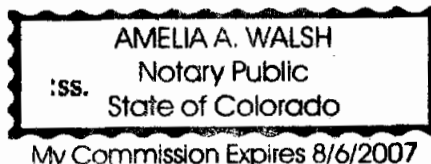
This document shall be filed by Pikes Peak Title immediately upon closing of the above-specified Property.

  
George LaVelle

  
David F. Schnee

  
Rebecca R. Schnee

STATE OF COLORADO )  
COUNTY OF TELLER )



The foregoing instrument was acknowledged before me this 30th day of September, 2005, by George LaVelle.

My Commission Expires:

  
Notary Public

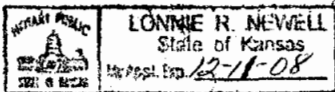
CWCS 00001244

STATE OF KANSAS)

COUNTY OF Sherman :ss.

The foregoing instrument was acknowledged before me this 28th day of September, 2005, by David F. Schnee and Rebecca R. Schnee.

My Commission Expires: 12-11-2008



Lonnie R. Newell  
Notary Public

586105 10/11/2005 12:40 PM Page 1 of 1  
Patricia Crowson, Clerk & Recorder, Teller County, CO

## AGREEMENT

This agreement covers the wishes and intent between owners of Lots 6, 7, 8 and 9 of Colorado Woodland Estates and the owner of Lot 60A (FKA 60 and 61) Block 1, Trout Haven, fifth filing.

- A. Lots 6, 7, 8, 9 and 60A have complete authority and responsibility for the maintenance and cost of maintenance to that portion of Mohawk Heights Road covered by an easement over and through Lot 60A from the point joining Cochetopa County Road and the Boundry of Colorado Woodland Estates.
- B. The owners of Lots 6,7,8 and 9 grant to the owner of Lot 60A complete access to that portion of Mohawk Heights for ingress and egress for the purpose of a private driveway to Lot 60A.
- C. The owner of Lot 60A agrees that no structure of any kind, permanent or temporary can occupy or be erected on any portion of this property north of Mohawk Heights road, unless approved by all the owners of lots 6, 7, 8 and 9. The development of a water well and leach field is allowed

This agreement runs in perpetuity and must be recorded in the Teller County Office of Records in the State of Colorado.

David F. Schnee and Rebecca R. Schnee owners of Lot 7, 8 and 60A as above specified.

\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

Joseph L. Krueger and Paulette M. Krueger owners of Lot 6 as above specified.

Joseph L. Krueger Date 9/26/05  
Paulette M. Krueger Date 9/26/05

George A. Lavelle and Margaret P. Lavelle owners of Lot 9 as above specified.

George A. Lavelle Date 9/26/04  
Margaret P. Lavelle Date 9/26/04

CWCS @ WPP/244



**Date:** May 26, 2022  
**File No.:** 310-F09592-22  
**Buyer(s)/Borrower(s):** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
**Owner(s):** Paul Lavelle  
**Property:** 396 Mohawk Heights, Florissant, CO 80816-9671  
**Assessor Parcel No.:** R0015670 and Map 3145-15

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

**To:** Fidelity National Title Company  
361 W US Highway 24  
Suite 100  
Woodland Park, CO 80863

**Attn:** Stephanie Mincy  
**Phone:** (719) 785-7678  
**Fax:** (303) 633-1950  
**Email:** Stephanie.Mincy@fnf.com  
**Attn:** Krisa Eudaley  
**Phone:** 719-785-7689  
**Fax:** 303-633-1950  
**Email:** Krisa.Eudaley@fnf.com

**To:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

**Attn:**

**To:** Paul Lavelle

**To:** United Country Timberline Realty, Inc  
11511 US Highway 24  
Divide, CO 80814

**Attn:** Matthew Orist  
**Phone:** 719-687-3678  
**Fax:** 719-687-3289  
**Email:** matt@mtolandauction.com

**END OF TRANSMITTAL**



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**310-F09592-22**

## 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, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia  
Authorized Officer or Agent

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 361 W US Highway 24, Suite 100 Woodland Park, CO 80863 Main Phone: (719)687-3081 Email: co-fnt-wpescrow@fnf.com	Escrow Officer: Krisa Eudaley Fidelity National Title Company 361 W US Highway 24, Suite 100 Woodland Park, CO 80863 Phone: 719-785-7689 Main Phone: (719)687-3081 Main Fax: 303-633-1950 Email: Krisa.Eudaley@fnf.com

**Order Number: 310-F09592-22****Property Address: 396 Mohawk Heights, Florissant, CO 80816-9671****SCHEDULE A**

1. Commitment Date: May 19, 2022 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy 6-17-06
 

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 

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

[Paul Lavelle](#)
5. The Land is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

Owner's Policy Premium	\$655.00
CO 130-06 Extended Coverage	\$75.00
Tax Certificate	\$13.50

**END OF SCHEDULE A**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**EXHIBIT "A"**  
Legal Description

Lot 60A (fka Lots 60 and 61), Block 1, Trout Haven, Fifth Filing, according to the Vacation recorded June 26, 1998 at Reception No. 478105,  
County of Teller, State of Colorado.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

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

Party(s): Paul Lavelle

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

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
9. Furnish for recordation a Certificate of Permanent Location For a Manufactured Home and Purged Ad Valorem Letter from the State of Colorado for the manufactured housing unit to be insured hereunder.

If the home was permanently affixed to the land prior to July 1, 2008, then furnish for recordation an Affidavit of Real Property For a Manufactured Home and Letter from the State of Colorado stating no active Certificate of Title was found. Said Affidavit must be executed by the Owner, County Assessor, Treasurer, and Division of Motor Vehicles.

Note: If this requirement is satisfied, the manufactured housing unit will become real property and will be insured hereunder. If this requirement is not satisfied, the manufactured housing unit will remain personal property and will not be insured hereunder.

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

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

There are no conveyances affecting said land recorded within 24 months of the date of this report

**END OF SCHEDULE B, PART I**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**SCHEDULE B, PART II  
EXCEPTIONS**

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

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

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

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

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document and any and all amendments and supplements thereto.

Recording Date: May 2, 1969  
Recording No: [201516](#) in Drawer 1 Card 524A

Amendment recorded January 15, 1971 at Reception No. [208499](#) in Drawer 4 at Card 220

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

9. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:
- Recording Date: June 25, 1967  
Recording No: [195172](#)
10. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 1-84-1 as set forth below:
- Recording Date: February 1, 1984  
Recording No.: [319560](#)
11. Terms, conditions, provisions, agreements and obligations contained in the Notice of Vacation of Interior Lot Line as set forth below:
- Recording Date: June 26, 1998  
Recording No: [478105](#)
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Ingress and egress  
Recording Date: January 1, 1900  
Recording No.: [586104](#)
13. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: January 1, 1900  
Recording No.: [586105](#)
14. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: January 1, 1900  
Recording No.: [586106](#)
15. Terms, conditions, provisions, agreements and obligations contained in the Warranty Deed as set forth below:
- Recording Date: October 11, 2005  
Recording No: [586109](#)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

16. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: January 1, 1900  
Recording No.: [586110](#)
17. Terms, conditions, provisions, agreements and obligations contained in the Road Easement Agreement as set forth below:
- Recording Date: January 1, 1900  
Recording No.: [627605](#)
18. Terms, conditions, provisions, agreements and obligations contained in the Document as set forth below:
- Recording Date: February 24, 2010  
Recording No.: [633609](#)
19. Terms, conditions, provisions, agreements and obligations contained in the Document as set forth below:
- Recording Date: February 24, 2010  
Recording No.: [633610](#)
20. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:
- Recording Date: May 7, 1991  
Recording No.: [386120](#)
21. Note: The liability of the Company hereunder is expressly limited to the value of the real property described herein and its permanent fixtures, and this liability must not be construed to include any dwellings or structures such as manufactured housing units, which are not permanently affixed to the Land.

**END OF SCHEDULE B, PART II**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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





**COMMITMENT CONDITIONS****1. DEFINITIONS**

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

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

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

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

**4. COMPANY'S RIGHT TO AMEND**

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

**5. LIMITATIONS OF LIABILITY**

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) 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>.

**END OF CONDITIONS**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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



**DISCLOSURE STATEMENT**  
(continued)

- A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

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





Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

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

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

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2021

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

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

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

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

## **When Information Is Disclosed**

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

## **Security of Your Information**

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

## **Choices With Your Information**

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

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

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

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

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

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

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

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

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



100-100000

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, on May 2, 1969, FREDERICK H. VON SCHLEINITT also known as FRED VON SCHLEINITT, recorded Declaration of Protective Covenants concerning Trout Haven Estates - Fifth Flaming, Teller County, Colorado, and which Protective Covenants were recorded in Drawer 1, Card 524A of the records of Teller County, Colorado, and

WHEREAS, Frederick H. Von Schleinitz also known as Fred Von Schleinitz is the owner of all the lots in said Trout Haven Estates - Fifth Flaming and desires to amend paragraph 3 of said Protective Covenants.

NOW, THEREFORE, the undersigned, being the owner of all the lots in Trout Haven Estates - Fifth Flaming, has hereby amended paragraph 3 of said Protective Covenants to be as read as follows:

3. In certain portions of certain lots there shall be restrictions on any use in this subdivision. All other restrictions shall be a part of the recorded Declaration of Protective Covenants and shall be subject to the same. This use and restriction shall be subject to the same as the Declaration of Protective Covenants.

FREDERICK H. VON SCHLEINITT also known as FRED VON SCHLEINITT

By: [Signature]

) 55.

The foregoing instrument was acknowledged

Before me this 13th day of April, 1970, by Frederick  
H. Vom Schleinitz also known as Fred Vom Schleinitz.

Witness my hand and notarial seal.

My commission expires: June 8 1964

Notary Public

ROAD EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, is made this 22 day of June, 2009, by and between Paul A Lavelle, George A. Lavelle, Margaret P. Lavelle, Joseph L. Krueger, Paulette M. Krueger Clark T. Kelley, Mary E. Kelley, Kerry R. Ferguson and Sheri L. Ferguson.

I. RECITALS

- 1.1 Paul A. Lavelle is the owner of the tract of land described as:

Lot 60A, Block 1, Trout Haven, 5<sup>th</sup> Filing  
COUNTY OF TELLER  
STATE OF COLORADO

(and which will hereinafter be referred to as "Lot 60A") upon which Paul A. Lavelle desires to convey a non-exclusive driveway easement to George A. Lavelle, Margaret P. Lavelle, Joseph L. Krueger, Paulette M. Krueger Clark T. Kelley, Mary E. Kelley, Kerry R. Ferguson and Sheri L. Ferguson ("Grantee I").

- 1.2 Kerry R. Ferguson and Sheri L. Ferguson are the owners of the tract of land described as:

Lot 8 Colorado Woodland Estates  
COUNTY OF TELLER  
STATE OF COLORADO

(and which will hereinafter be referred to as "Lot 8") upon which Kerry R. Ferguson and Sheri L. Ferguson desire to convey a non-exclusive driveway easement to Paul A. Lavelle, George A. Lavelle, Margaret P. Lavelle, Joseph L. Krueger, Paulette M. Krueger, Clark T. Kelley and Mary E. Kelley ("Grantee II").

- 1.3 Clark T. Kelley and Mary E. Kelley are the owners of the tract of land described as:

Lot 7 Colorado Woodland Estates  
COUNTY OF TELLER  
STATE OF COLORADO

(and which will hereinafter be referred to as "Lot 7").

- 1.4 Joseph L. Kreuger and Paulette M. Krueger are the owners of the tract of land described as:

Lot 6 Colorado Woodland Estates,  
COUNTY OF TELLER  
STATE OF COLORADO

(which will hereinafter be referred to as ("Lot 6").

1.5 The consideration for the easement hereinafter granted consists of the mutual covenants and grants herein exchanged between the parties, the receipt and sufficiency of which are hereby confessed and acknowledged.

1.6 The portion of a 60 foot easement as shown on Plat of Colorado Woodland Estates recorded July 16, 1993 under Rec. No. 409204 and as described in Warranty Deed recorded October 20, 1993 under rec. No. 412631 (book 700 pages 85 and 86) over and across Lot 60A and Lot 8 and a portion of the easement over Lot 9 is vacated from the point of origin at the junction with Cochetopa Road to point 41 as shown in Exhibit B and is replaced with Easement A and Easement B as later defined herein.

THEREFORE, it is agreed as follows:

## II. ROAD EASEMENT

2.1 Paul A. Lavelle hereby grants and conveys unto Grantee I, its successors and assigns, a non-exclusive easement over and across that strip of land described in Exhibit A which is included within Lot 60A, for use by Grantee I, its successors, assigns, agents, employees, guests and invitees for road access, subject to the terms, conditions and provisions hereinafter set forth. The easement created by this Section II will be referred to as Easement A throughout this document.

2.2 Kerry R. Ferguson and Sheri L. Ferguson hereby grant and convey unto Grantee II, its successors and assigns, a non-exclusive easement over and across that strip of land described in Exhibit A which is included within Lot 8, for use by Grantee II, its successors, assigns, agents, employees, guests and invitees for road access, subject to the terms, conditions and provisions hereinafter set forth. The easement created by this Section II will be referred to as Easement B throughout this document.

## III. MAINTENANCE

3.1 From the date of this Agreement forward, the Parties shall share equally the responsibility to maintain the Road Easement in good condition and repair. A vote of 3 of the 5 property owners shall be required to approve any expenditures for Easement A and Easement B.

## IV. ENFORCEMENT

4.1 Injunctive relief shall be available in the event of violations or threatened violations of this Agreement. Each party agrees that, upon request of the other party, it will certify from time to time to any person designated that there are no breaches of this Agreement. If either party fails to respond to such a request within 20 days of the date of request, any existing breaches of this Agreement shall be deemed waived by the non-responding party.

4.2 This Agreement and the terms, conditions and provisions hereof may be enforced by any of the parties hereto and their successors and assigns; and in the event legal or administrative suits or proceedings are brought against any party (whether a party to this instrument or not) for purpose of such enforcement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorneys' fees.

## V. SUBSEQUENT OWNERS

5.1 The easement granted herein is appurtenant to those lands of each of the parties hereto and such easement may not be transferred, assigned or conveyed apart or separately from such lands.

5.2 All provisions of this Agreement, including all benefits and burdens affecting the Lot 60A, and Lots 6, 7, 8 and 9, shall run with the lands owned by the parties hereto and shall be binding upon and shall inure to the benefit of the heirs, assigns, successors and personal representatives of the parties hereto, subject to the provisions hereof.

## VI. GENERAL

6.1 Both parties agree that neither will make use of the easement created by this document in a manner inconsistent with the other's right of access to and use thereof. Without limiting the generality of the preceding sentence, both parties agree not to park vehicles on the Road Easement, or place or store any equipment or materials, or place or construct any new structures or gate, whether temporary or permanent, on the Road Easement.

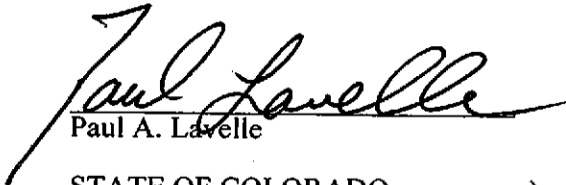
6.2 Reservations. Exclusive use of the easement created by this document is not hereby granted. Paul A. Lavelle further reserves all minerals and non-tributary water in and under Lot 60A, together with the right to use the surface or subsurface thereof. Kerry R. Ferguson and Sheri L. Ferguson further reserve all minerals and non-tributary water in and under Lot 8, together with the right to use the surface or subsurface thereof.

6.3 Liability/Indemnification. Grantee I agrees to indemnify and hold harmless Paul A. Lavelle from any liability incurred as a result of the use of the easement by Grantee I, its agents, employees, tenants, guests or invitees. Grantee II agrees to indemnify and hold harmless Kerry R. Ferguson and Sheri L. Ferguson from any liability incurred as a result of the use of the easement by Grantee II, its agents, employees, tenants, guests or invitees.

6.4 Survey. Attached to this document as Exhibit B is a Plat which generally shows the location of the land described in Exhibit A as Easements A and B.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

  
Paul A. Lavelle

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF TELLER                    )

The foregoing instrument was acknowledged before me this 9 day of  
June, 2009, by Paul A. Lavelle

Witness my hand and official seal.  
My commission expires:

Jan 31, 2012

  
Notary Public



Clark T. Kelley  
Clark T. Kelley

Mary E. Kelley  
Mary E. Kelley

~~STATE OF~~ District of )  
~~COUNTY OF~~ Columbia ) ss.

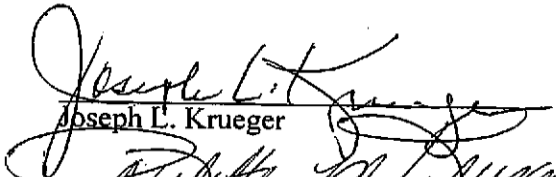
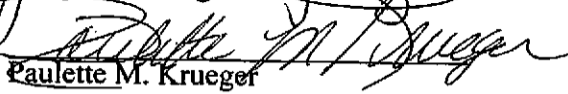
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2009, by  
Clark T. Kelley and Mary E. Kelley.

Witness my hand and official seal.  
My commission expires:



[Signature]  
Notary Public

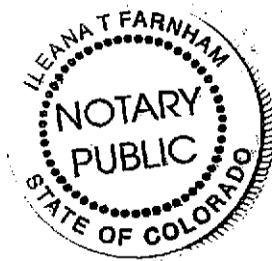
Joseph P. Goheen  
Notary Public District of Columbia  
My Commission Expires 04/14/13

  
Joseph L. Krueger  
  
Paulette M. Krueger

STATE OF COLORADO                    )  
COUNTY OF TELLER                 ) ss.

The foregoing instrument was acknowledged before me this 13 day of April,  
2009 by Joseph L. Krueger and Paulette M. Krueger.


Witness my hand and official seal.  
My commission expires:

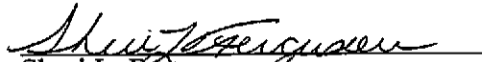


  
Notary Public

~~My commission expires June 7, 2009~~



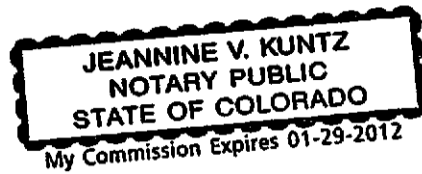
  
Kerry R. Ferguson

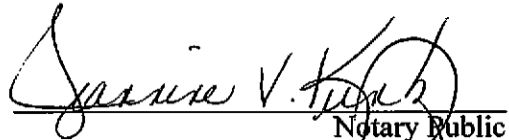
  
Sheri L. Ferguson

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF TELLER                    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April,  
2009, by Kerry R. Ferguson and Sheri L. Ferguson.

Witness my hand and official seal.  
My commission expires: 1/29/12



  
Notary Public

George A. Lavelle  
George A. Lavelle

Margaret A. Lavelle  
Margaret A. Lavelle

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF ~~TELLER~~                    )  
                                  21 Pass

The foregoing instrument was acknowledged before me this 8th day of April, 2009, by George A. Lavelle and Margaret A. Lavelle.

Witness my hand and official seal.  
My commission expires: 7/12/09



[Signature]  
Notary Public

LEGAL DESCRIPTIONS:

EASEMENT "A"

A FORTY (40) FOOT WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT OVER AND ACROSS A PORTION OF LOT 60A (FORMERLY LOTS 60 AND 61), BLOCK ONE, TROUT HAVEN ESTATES - FIFTH FILING, THE PLAT OF WHICH WAS RECORDED JUNE 23, 1967 UNDER RECEPTION NUMBER 15172 OF THE RECORDS OF TELLER COUNTY, COLORADO, LOCATED IN SECTION 15, TOWNSHIP 13 SOUTH, RANGE 70 WEST OF THE 6TH P.M., TELLER COUNTY, COLORADO, LYING TWENTY (20) FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST LINE SAID LOT 60A FROM WHICH THE NORTHEAST CORNER SAID LOT 60A AS MONUMENTED WITH A NOMINAL 3/4" o.d. IRON PIPE, BEARS N 00° 23' 43" W A DISTANCE OF 73.83 FEET; THENCE S 72° 54' 08" W A DISTANCE OF 70.51 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 15° 55' 34" A RADIUS OF 163.89 FEET AND AN ARC LENGTH OF 45.56 FEET, THE CHORD OF WHICH BEARS S 64° 56' 21" W A DISTANCE OF 45.41 FEET; THENCE S 56° 58' 34" W ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 96.21 FEET TO A POINT ON THE SOUTHWESTERLY LINE SAID LOT 60A AND THE NORTHERLY RIGHT-OF-WAY LINE OF COCHETOPA ROAD AS SHOWN ON SAID PLAT OF TROUT HAVEN ESTATES - FIFTH FILING.

EASEMENT "B"

A FORTY (40) FOOT WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT OVER AND ACROSS A PORTION OF LOT 8, COLORADO WOODLAND ESTATES, THE PLAT OF WHICH WAS RECORDED JULY 16, 1993 UNDER RECEPTION UMBER 409204 OF THE RECORDS OF TELLER COUNTY, COLORADO, LOCATED IN SECTION 15, TOWNSHIP 13 SOUTH, RANGE 70 WEST OF THE 6TH P.M., TELLER COUNTY, COLORADO, LYING TWENTY (20) FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE WEST LINE SAID LOT 8, AND ON THE EAST LINE OF LOT 60A (FORMERLY LOTS 60 AND 61), BLOCK ONE, TROUT HAVEN ESTATES - FIFTH FILING, THE PLAT OF WHICH WAS RECORDED JUNE 23, 1967 UNDER RECEPTION NUMBER 195172 OF THE RECORDS OF TELLER COUNTY, COLORADO, FROM WHICH THE NORTHEAST CORNER SAID LOT 60A AS MONUMENTED WITH A NOMINAL 3/4" IRON PIPE, BEARS N 00° 23' 43" W A DISTANCE OF 73.83 FEET; THENCE N 72° 54' 08" E A DISTANCE OF 9.08 FEET; THENCE ON A CURVE TO THE LEFT WHICH CURVE HAS A CENTRAL ANGLE OF 40° 43' 12" A RADIUS OF 66.96 FEET AND AN ARC LENGTH OF 47.59 FEET, THE CHORD OF WHICH BEARS N 52° 32' 32" E A DISTANCE OF 46.60 FEET; THENCE N 32° 10' 56" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 44.61 FEET; THENCE ON A CURVE TO THE RIGHT WHICH CURVE HAS A CENTRAL ANGLE OF 111° 28' 28" A RADIUS OF 44.28 FEET AND AN ARC LENGTH OF 86.15 FEET, THE CHORD OF WHICH BEARS N 87° 55' 10" E A DISTANCE OF 73.19 FEET; THENCE S 36° 20' 36" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 20.00 FEET; THENCE ON A CURVE TO THE RIGHT WHICH CURVE HAS A CENTRAL ANGLE OF 18° 21' 54" A RADIUS OF 124.14 FEET AND AN ARC LENGTH OF 39.79 FEET, THE CHORD OF WHICH BEARS S 27° 09' 39" E A DISTANCE OF 39.62 FEET. THENCE S 17° 58' 41" E ON THE FORWARD TANGENT OF THE LAST MENTIONED CURVE A DISTANCE OF 76.03 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE SAID LOT 8, SAID LINE BEING IDENTICAL WITH THE CENTER LINE OF THAT 60' PRIVATE INGRESS AND EGRESS EASEMENT SHOWN ON THE AFOREMENTIONED PLAT OF COLORADO WOODLAND ESTATES.

C:\Documents and Settings\joyceb\Local Settings\Temporary Internet Files\OLK3E\Legal Descriptions.doc





633610  
1 of 12/24/2010 9:40 AM  
DOCUM RS\$6.00 DS\$0.00Patricia A Crowson  
Teller County

P.O. Box 270868 • Littleton, Colorado 80127 • Phone (303) 979-7680 • Fax (303) 979-7892 • [www.coloradonaturalgas.com](http://www.coloradonaturalgas.com)

December 2, 2005

To whom it may concern:

Colorado Natural Gas Inc hereby gives authorization to George Lavelle to encroach upon the utility easement at Lot 60-A, Block 1, Trout Haven Subdivision Filing #5, for the installation of a septic or leach field system. Colorado Natural Gas Inc, however, does not relinquish the right to possibly install natural gas in this easement sometime in the future.

Thank You,

Bill Zuspan  
Construction & Sales Manager  
Colorado Natural Gas Inc

PPT-8  
15/08

**CONFIRMATION OF EASEMENT  
AND GRANT OF EASEMENT  
(PERPETUAL - NON-EXCLUSIVE)**

**KNOW ALL PERSONS BY THESE PRESENTS** that DAVID F. SCHNEE and REBECCA R. SCHNEE, owners of Lot 60A (formerly described as Lots 60 and 61 before the document recorded June 26, 1998, Reception No. 478105, records of the clerk and recorder of Teller County, Colorado, vacating the lot line between Lots 60 and 61 and hereinafter referred to simply as "Lot 60A"), Block 1, Trout Haven, Fifth Filing, Teller County, Colorado, according to the plat thereof recorded at Plat Book B, Pages 84 and 85, records of the clerk and recorder of Teller County, Colorado, hereby acknowledge and confirm to the Grantees identified below in the second sentence following this sentence the existence of an easement across Lot 60A as such easement was created by a prior owner of Lot 60A in various documents recorded in the records of the clerk and recorder of Teller County, Colorado, in connection with such prior owner's conveyances of those lots in Colorado Woodland Estates according to the map thereof recorded July 16, 1993, in Plat Book M, Page 26, records of the clerk and recorder of Teller County, Colorado (hereinafter referred to as "Colorado Woodland Estates") that now are owned by the Grantees identified below in the second sentence following this sentence. At the time of the creation of such easement, such prior owner of Lot 60A also owned the lots in Colorado Woodland Estates now owned by the Grantees identified in the following sentence. To the extent such previous grants of the currently existing easement as described herein may be defective in any way - or fail to address all of the matters addressed in this Confirmation of Easement and Grant of Easement - DAVID F. SCHNEE and REBECCA R. SCHNEE, owners of Lot 60A, hereby grant and convey to Joseph L. Krueger and Paulette M. Krueger, current owners of Lot 6, Colorado Woodland Estates; and also to David F. Schnee and Rebecca R. Schnee, current owners of Lots 7 and 8, Colorado Woodland Estates; and also to George A. Lavelle and Margaret T. Lavelle, current owners of Lot 9, Colorado Woodland Estates (collectively "Grantees"), a perpetual, non-exclusive easement for ingress and egress over and across Lot 60A as such easement is more fully described on Exhibit A attached hereto and by this reference made a part hereof. The easement described on attached Exhibit A and confirmed and granted herein shall be referred to herein as the "Easement."

**Background.** This Confirmation of Easement and Grant of Easement is being recorded at this time by David F. Schnee and Rebecca R. Schnee, as owners of Lot 60A, in favor of the above-named Grantees to eliminate confusion as to the rights of the Grantees to use the Easement because - although the deeds by which the above-named Grantees (or their predecessors in title) acquired their respective interests in the above-described lots in Colorado Woodland Estates refer to such Easement in such deeds - nothing has been recorded (except for such deeds) conveying, by separate document to the owners of the above-described lots in Colorado Woodland Estates, an easement that would appear in the chain of title to Lot 60A. Continental Divide Properties of Colorado, Inc., the common grantor of the above-described lots in Colorado Woodland Estates, at the time of each such conveyance of such lots in Colorado Woodland Estates, did own Lot 60A (as well as all four of the above-described lots in Colorado Woodland Estates). By virtue of such common ownership of Lot 60A as well as all such four lots in Colorado Woodland Estates, Colorado Divide Properties of Colorado, Inc., had the power to burden Lot 60A with the

586104 10/11/2005 12:40 PM Page 1 of 3  
Patricia Crowson, Clerk & Recorder, Teller County, CO

CWCS CWP 1244

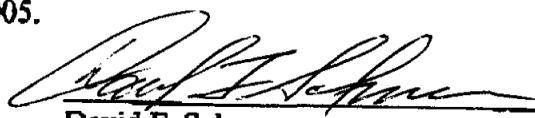
586104 10/11/2005 12:40 PM Page 2 of 3  
 Patricia Crowson, Clerk & Recorder, Teller County, CO

Easement (although at the time then described as Lots 60 and 61) for the benefit of the then-owners of the above-described lots in Colorado Woodland Estates. But despite having such power and using it properly, the easement burdening Lot 60A appears *only* in the chains of title to the above-described four lots in Colorado Woodland Estates and *not* in the chain of title to Lot 60A. So that the Easement will appear in the chain of title to Lot 60A, DAVID F. SCHNEE AND REBECCA R. SCHNEE, as current owners of Lot 60A, hereby confirm such easement previously burdening Lot 60A and expressly re-grant the Easement to the Grantees hereof.

**Use of Easement.** The Easement shall be non-exclusive and shall be for the benefit of and appurtenant to Lots 6, 7, 8, and 9, Colorado Woodland Estates as described above, and for the benefit of the current and all future owners thereof. The rights of ingress and egress confirmed and granted herein shall encompass all modes of ingress and egress, including vehicular, pedestrian, equine, and other means, methods, and modes of ingress and egress, whether now existing or developed in the future.

This Confirmation of Easement and Grant of Easement, and the terms hereof, shall be appurtenant to Lots, 6, 7, 8, and 9, Colorado Woodland Estates, shall be perpetual and run with the land, and shall be binding on the grantors and all heirs, beneficiaries, successors, and assigns of the grantors and also shall be binding on all beneficiaries of the Easement, their respective heirs, beneficiaries, successors, and assigns.

WHEREFORE, the grantors sign this Confirmation of Easement and Grant of Easement this 28th day of September 2005.

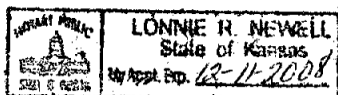
  
 David F. Schnee

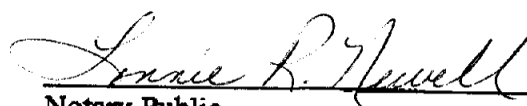
  
 Rebecca R. Schnee

STATE OF KANSAS            )  
   :SS.  
 COUNTY OF Sherman )

The foregoing instrument was acknowledged before me this 28th day of September 2005, by DAVID F. SCHNEE and REBECCA R. SCHNEE.

My Commission Expires: 12-11-2008



  
 Notary Public



586104 10/11/2005 12:40 PM Page 3 of 3  
Patricia Crowson, Clerk & Recorder, Teller County, CO

#### 80' Ingress-Egress Easement

An easement being 80 feet in width lying and being in the Northwest Quarter of the Southeast Quarter of Section 15, Township 13 South, Range 70 West of the 6th P.M., County of Teller, State of Colorado, 30 feet each side, parallel with and at 90 degree angles to the following described centerline:

Beginning at a point on the easterly Right-of-Way line of Cochetopa Road, said point bears N.00°17'28"W, a distance of 87.49 feet from the common lot corner of Lots 60 and 61 of "Trout Haven Estates Fifth Filing" as recorded in Plat Book B, Page 84 and 85 of the Clerk and Recorders Office of said Teller County;

Thence S.22°29'56"E., a distance of 61.07 feet to a point of curve;

Along the arc of said curve to the right, having a central angle of 90°15'39", a radius of 42.63 feet for an arc distance of 67.47 feet to a point of tangency;

Thence N.47°05'35"E., a distance of 35.74 feet to the Point of Terminus, said point bears S.00°41'11"E., a distance of 70.90 feet from the common rear lot corner of said Lots 60 and 61.

**EXHIBIT A**



633609  
1 of 1

2/24/2010 9:40 AM  
DOCUM R\$6.00 D\$0.00

Patricia A Crowson  
Teller County

**James Ferguson**  
**District Manager**

**December 2, 2005**

**George Lavelle**  
**P. O. Box 130**  
**Divide, Co. 80814**

**Re: Use of the common utility easement located on Lot # 60 A, Block #1, Filing  
# 5, Trout Haven subdivision, Teller County, Colorado**

**To Whom It May Concern:**

**Intermountain Rural Electric Association will agree with the understanding that  
all existing IREA facilities will remain, and the Association shall retain all  
necessary easements and rights-of-way across the property, including the rights  
of ingress and egress to maintain those facilities. In addition, any future request  
to remove or relocate existing IREA facilities will be done at the then property  
owner's expense.**

**Should there be any questions, please feel free to contact me.**

**Sincerely,**

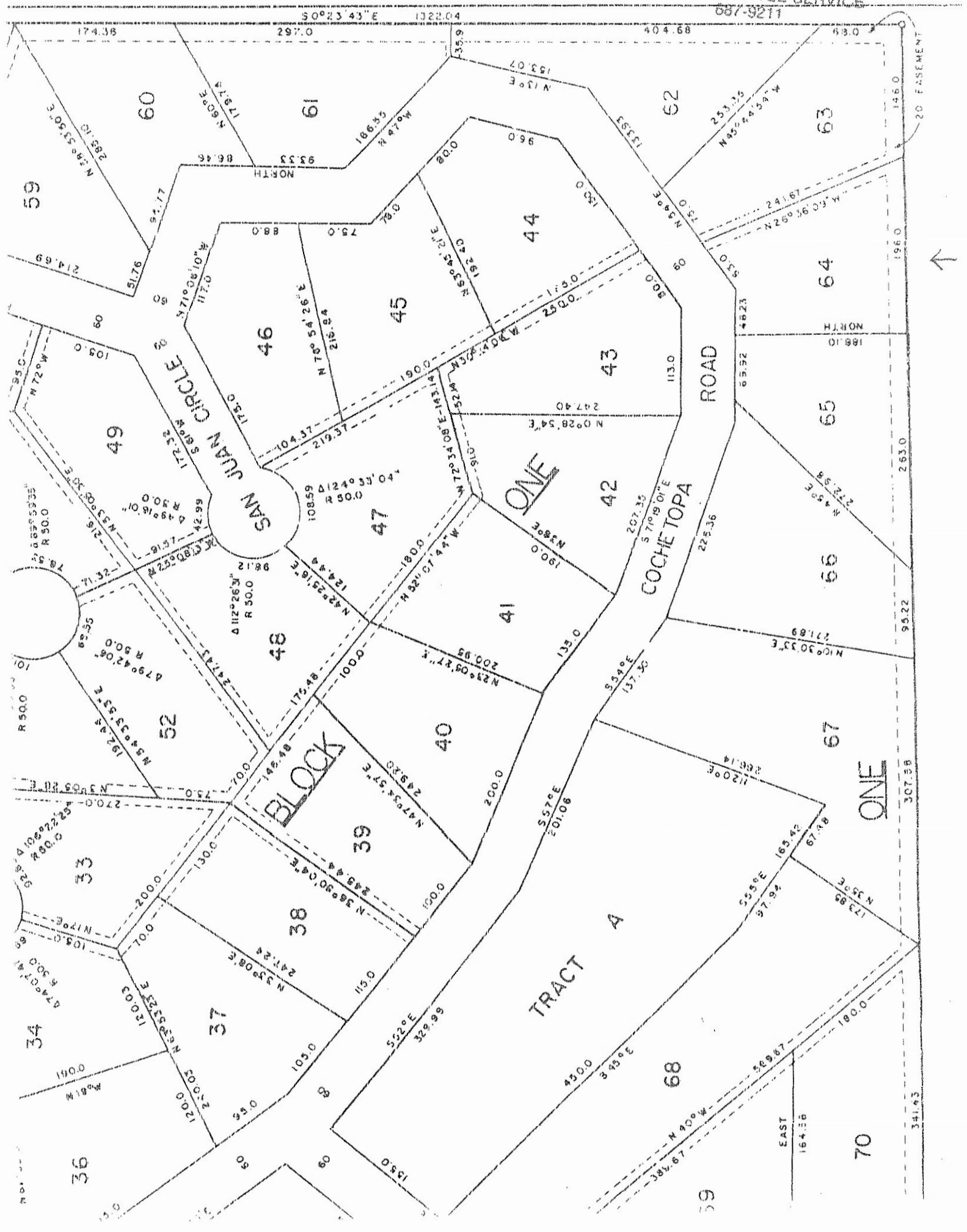
A handwritten signature in cursive script that reads "James Ferguson".

**James Ferguson**  
**Woodland Park District Manager**

**INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**  
**P.O. Box 178 / 800 N. Highway 67 / Woodland Park, Colorado 80866**  
**Telephone (719) 687-9277**



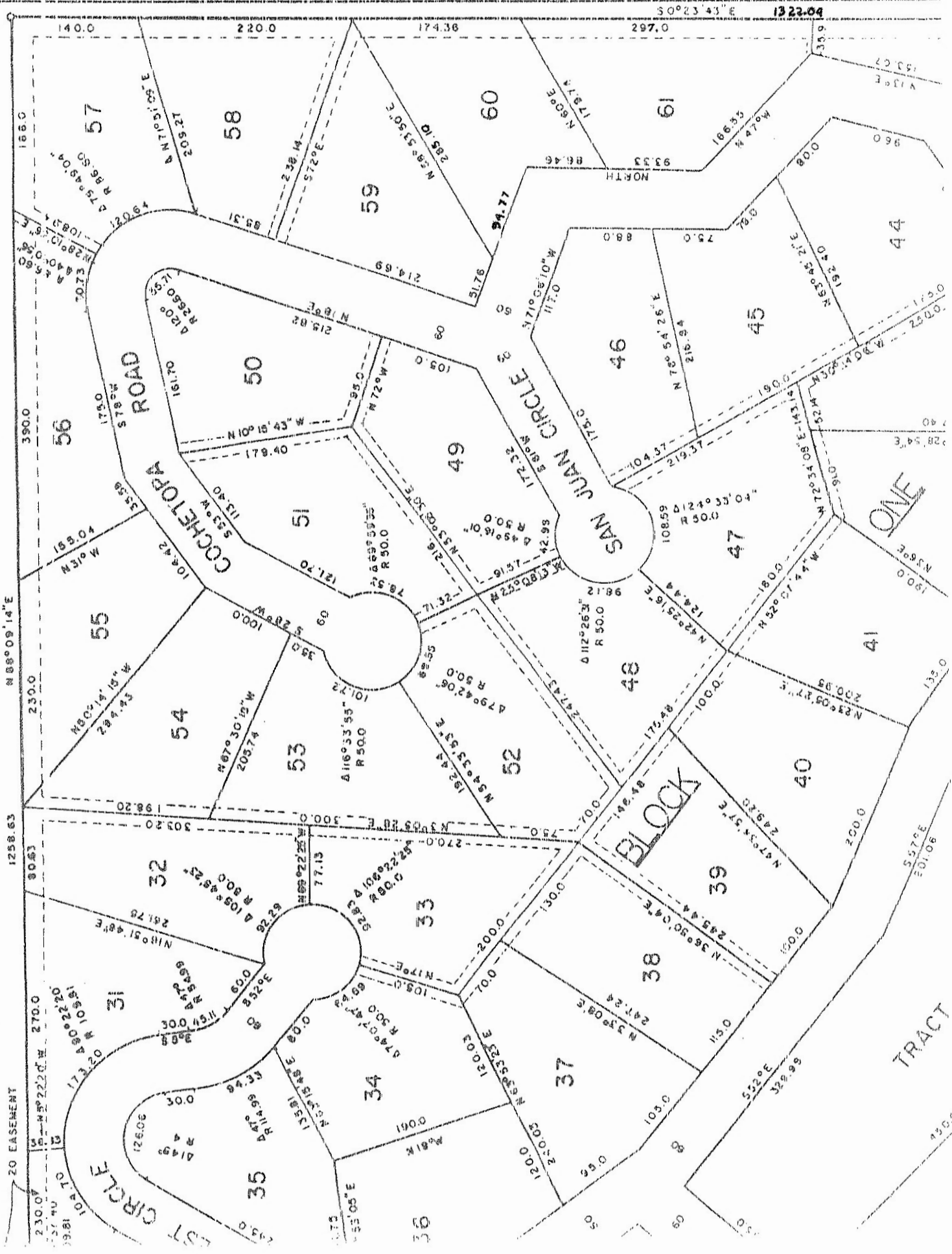
Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211



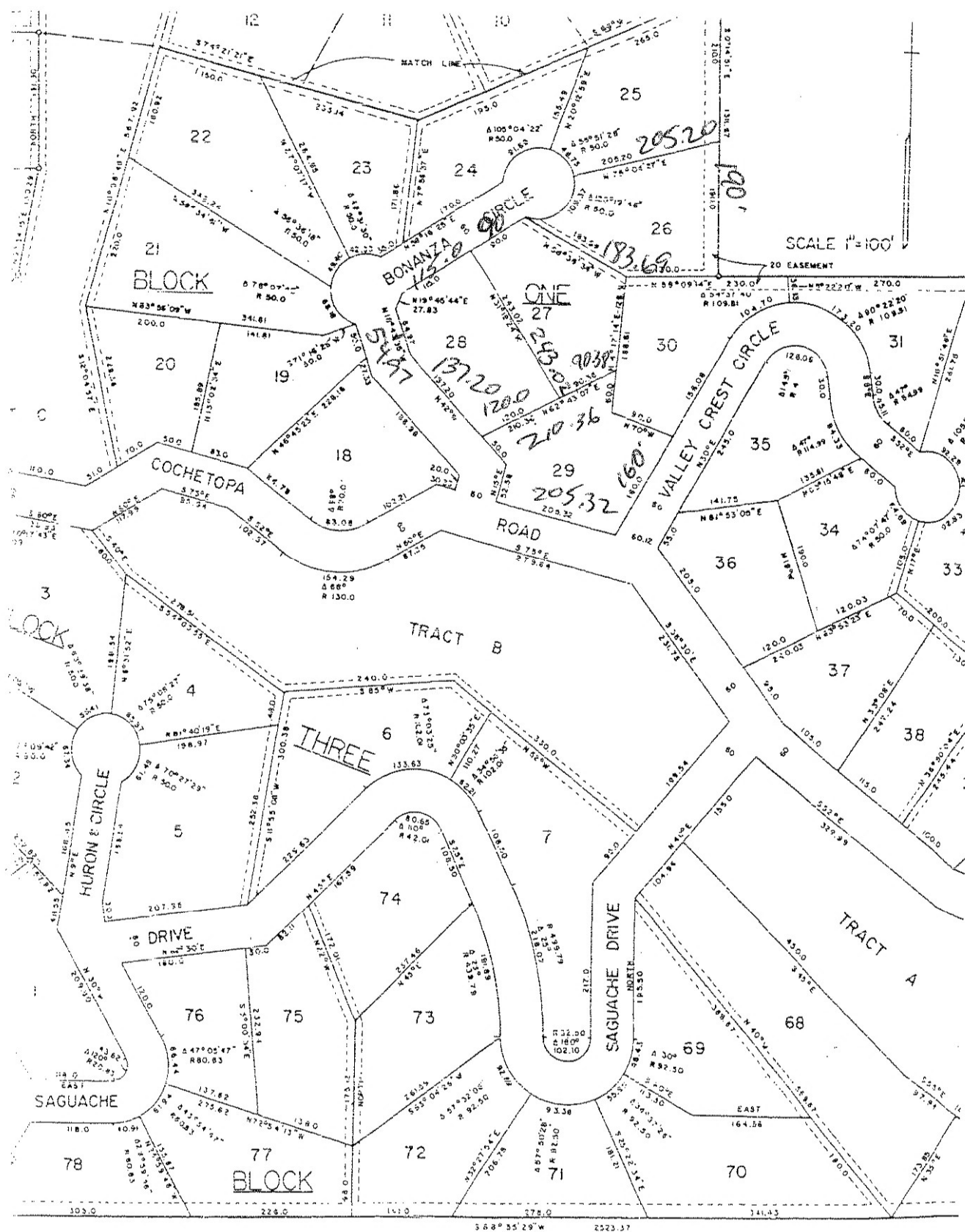
Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211

TRACT HAVEN #5

SCALE 1"=100'



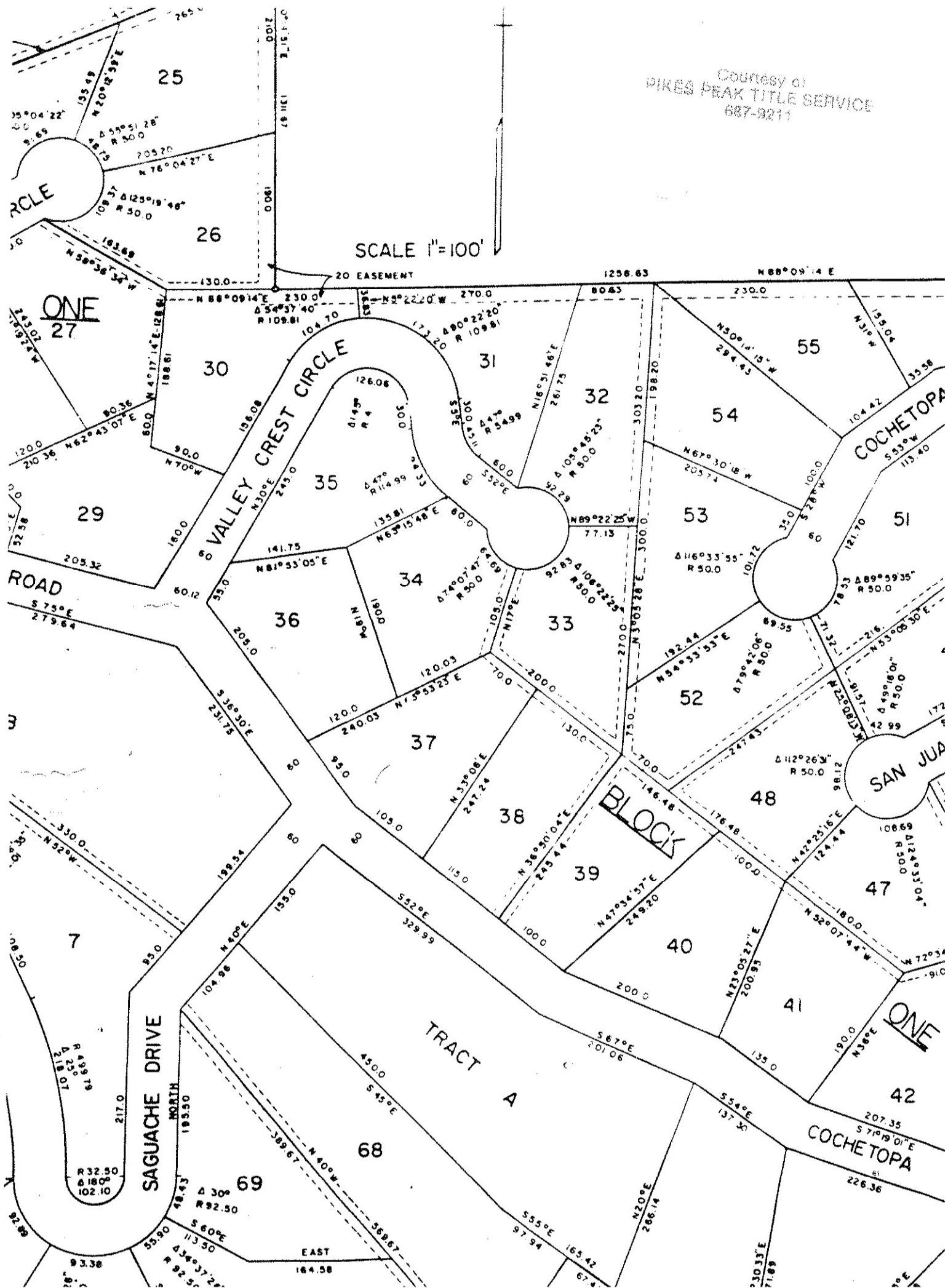
[illegible]





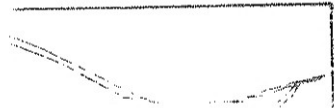
Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211

SCALE 1"=100'



11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847

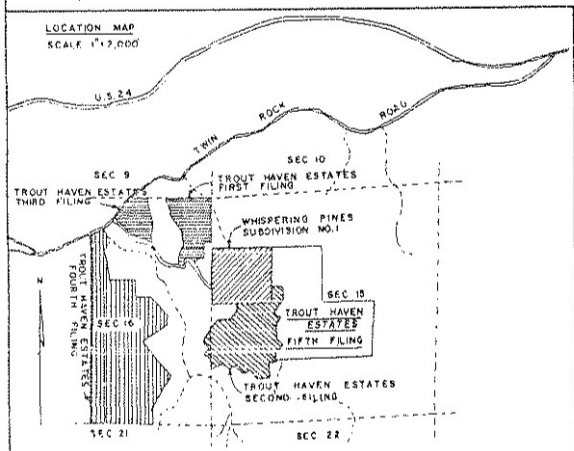
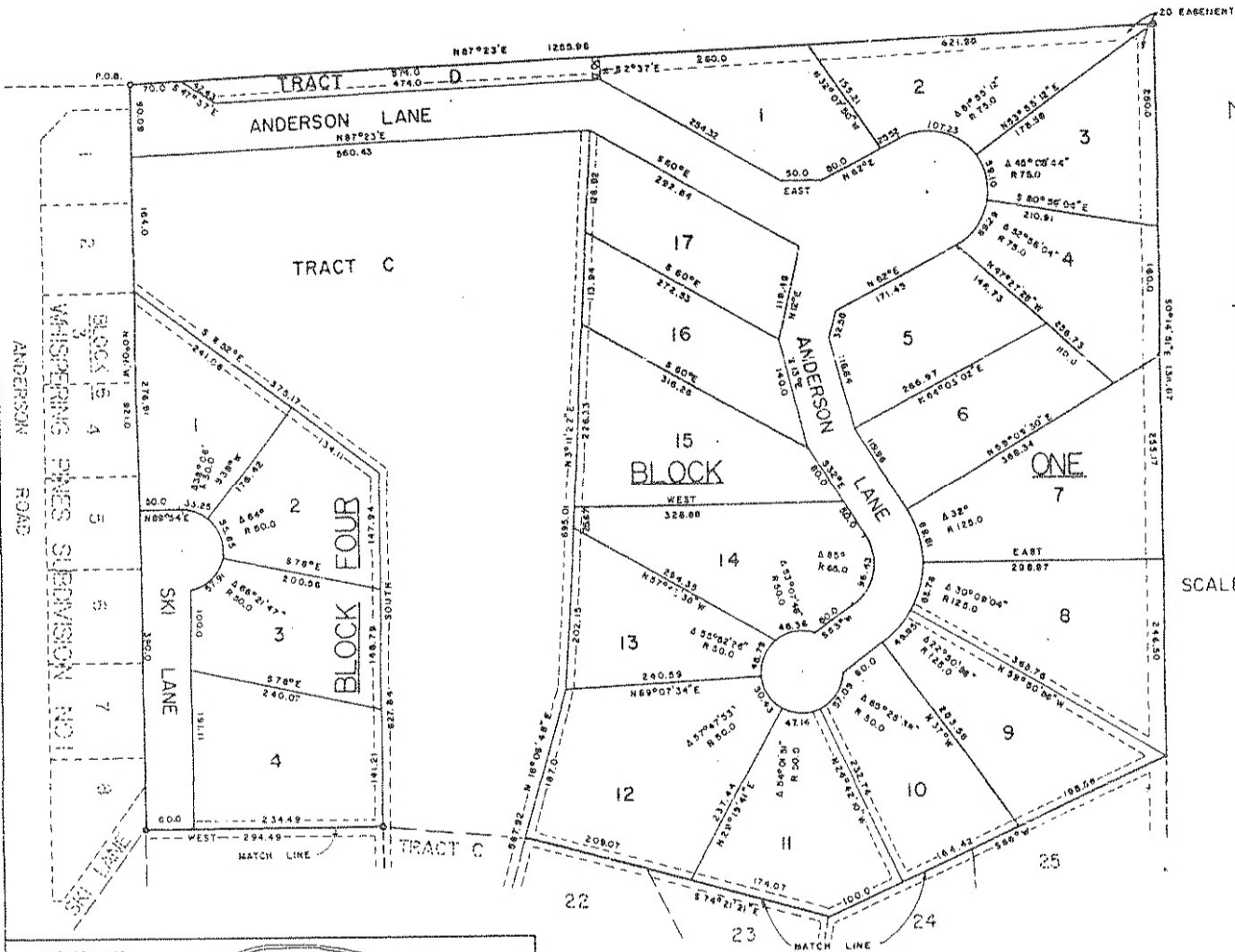
LANE



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

# TROUT HAVEN ESTATES — FIFTH FILING

## A SUBDIVISION IN TELLER COUNTY, COLORADO



I HEREBY CERTIFY THAT THE TRACT SHOWN ON THIS PLAT WAS SURVEYED, SUBDIVIDED, AND PLATTED UNDER MY SUPERVISION, AND THAT SAID PLAT ACCURATELY SHOWS THE DESCRIBED TRACT AND THE SUBDIVISION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*George L. Williams*  
GEORGE L. WILLIAMS

IN WITNESS WHEREOF: THE UNDERSIGNED OWNER HAS AGREED TO THE ABOVE AND FOREGOING PLAT AND STATEMENT, AND HAS EXECUTED THESE PRESENTS.

THE EAST COLORADO SPRINGS NATIONAL BANK

*Harvey E. Hays*  
EXECUTIVE VICE PRESIDENT

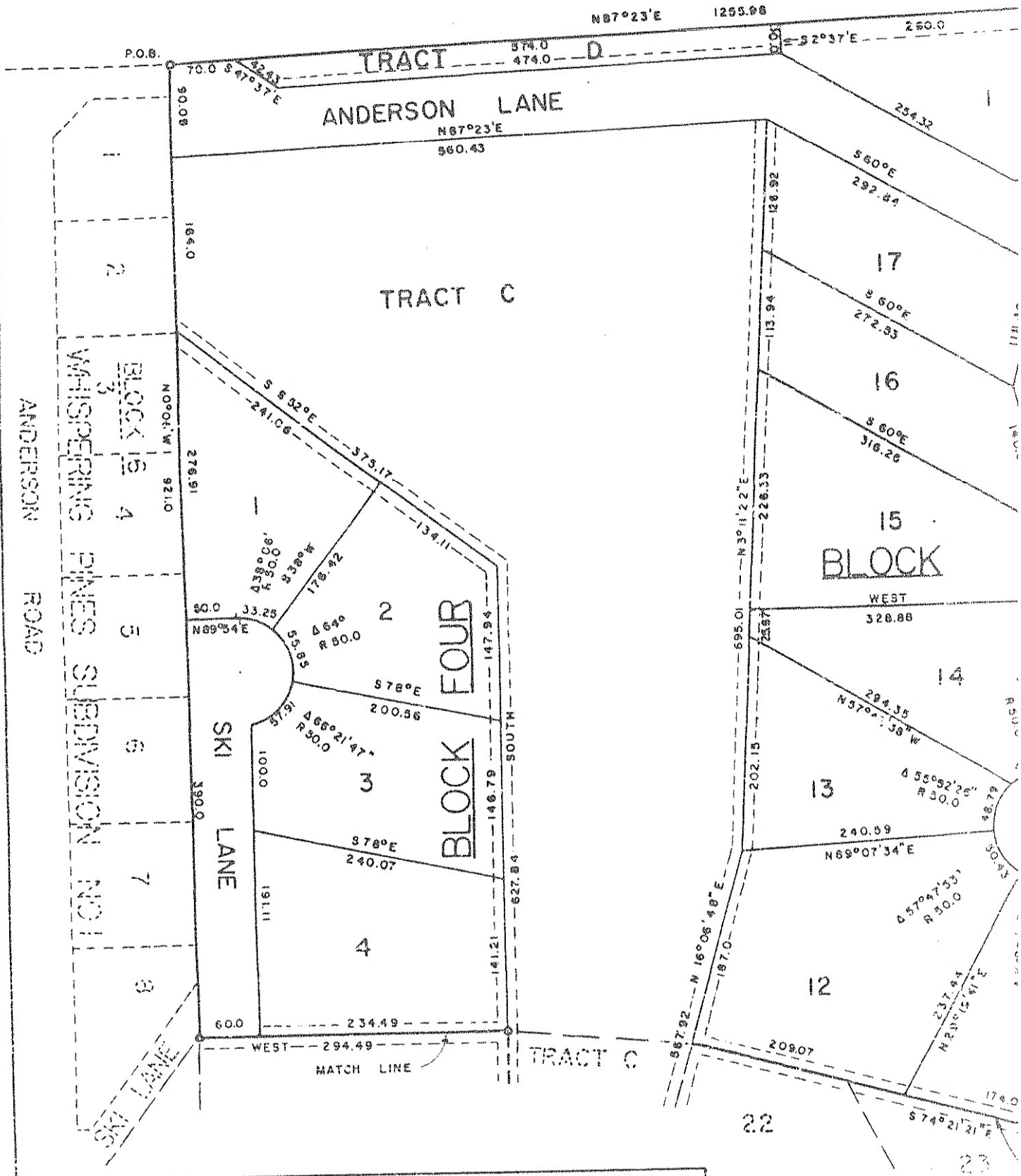
STATE OF COLORADO — S.S.  
COUNTY OF EL PASO

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF April, 1967, BY Harvey E. Hays, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES June 27, 1969  
*Margaret E. Bodender*  
NOTARY PUBLIC

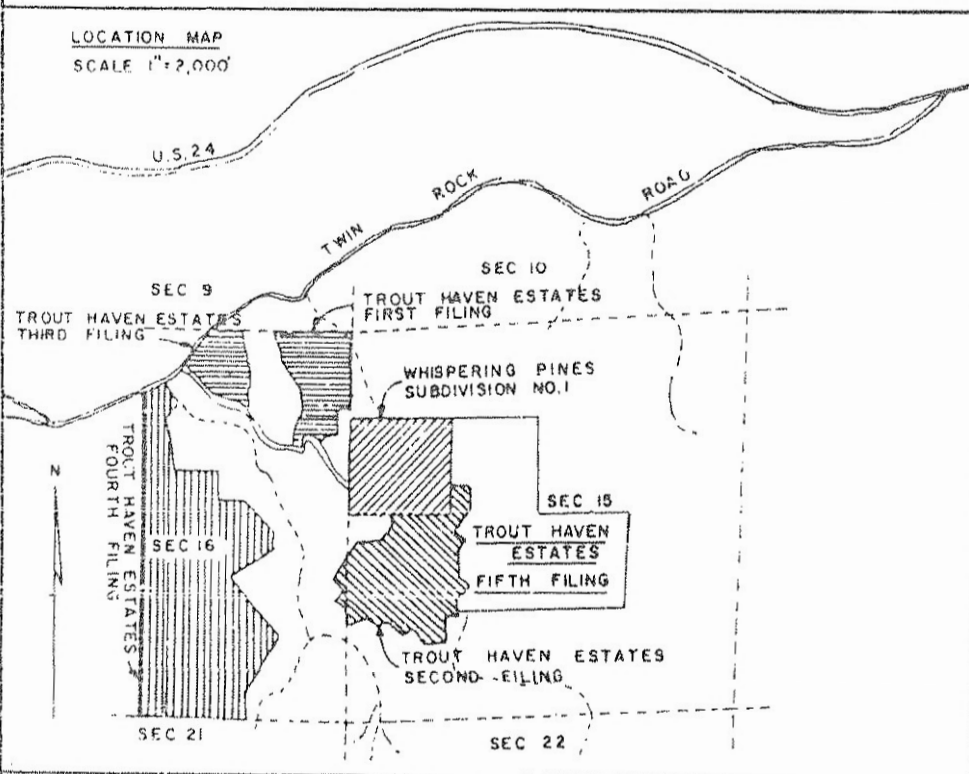
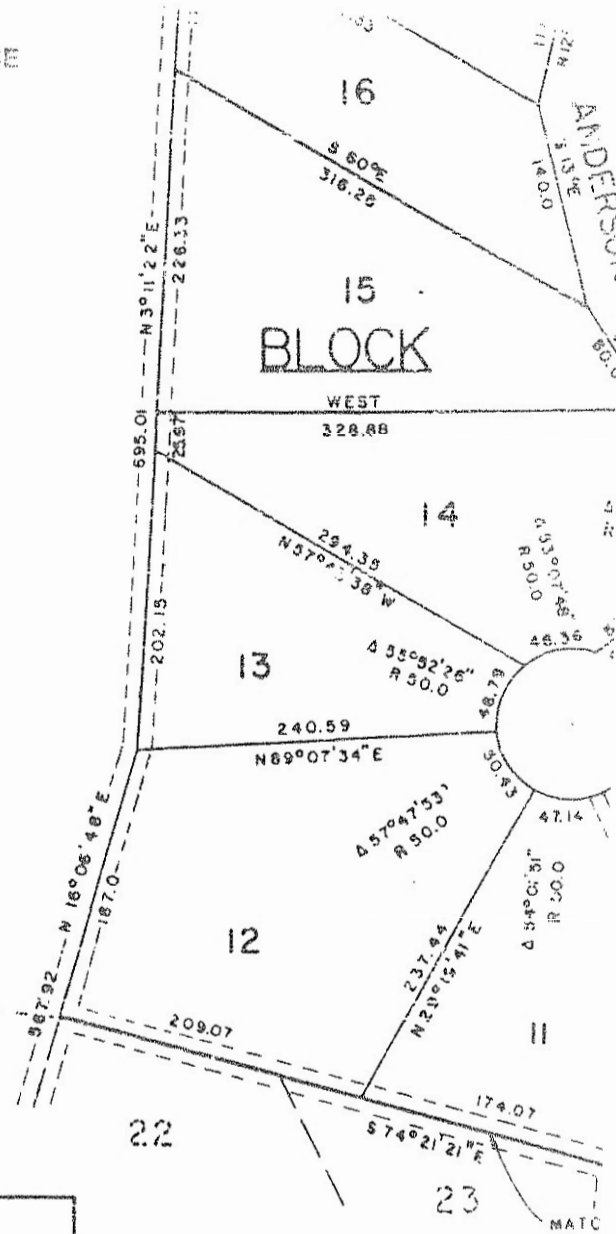
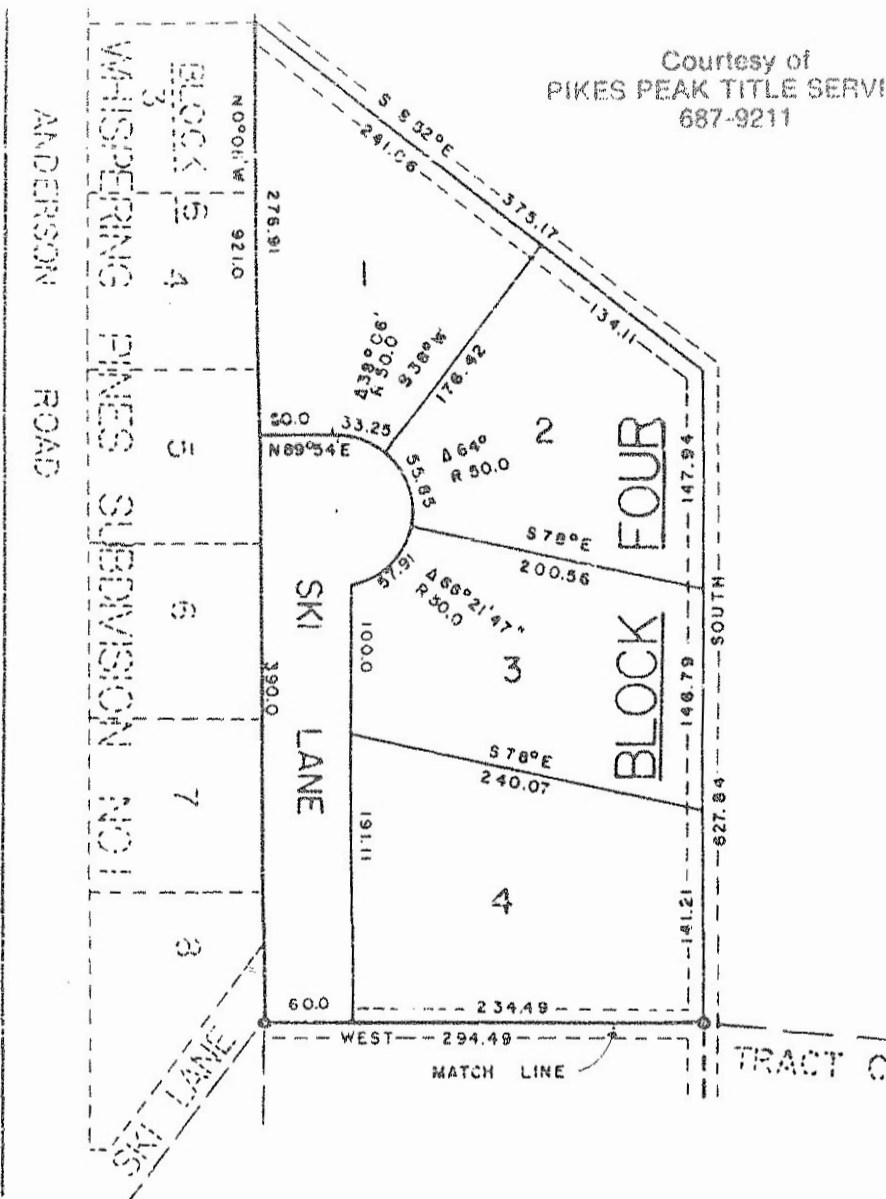
# A SUBDIVISION IN TELLER CO

Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211



IN WITNESS WHEREOF:  
GOING PLAT AND STATING

Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211



IN WITNESS WHEREOF: THE  
GOING PLAT AND STATEMENT, A

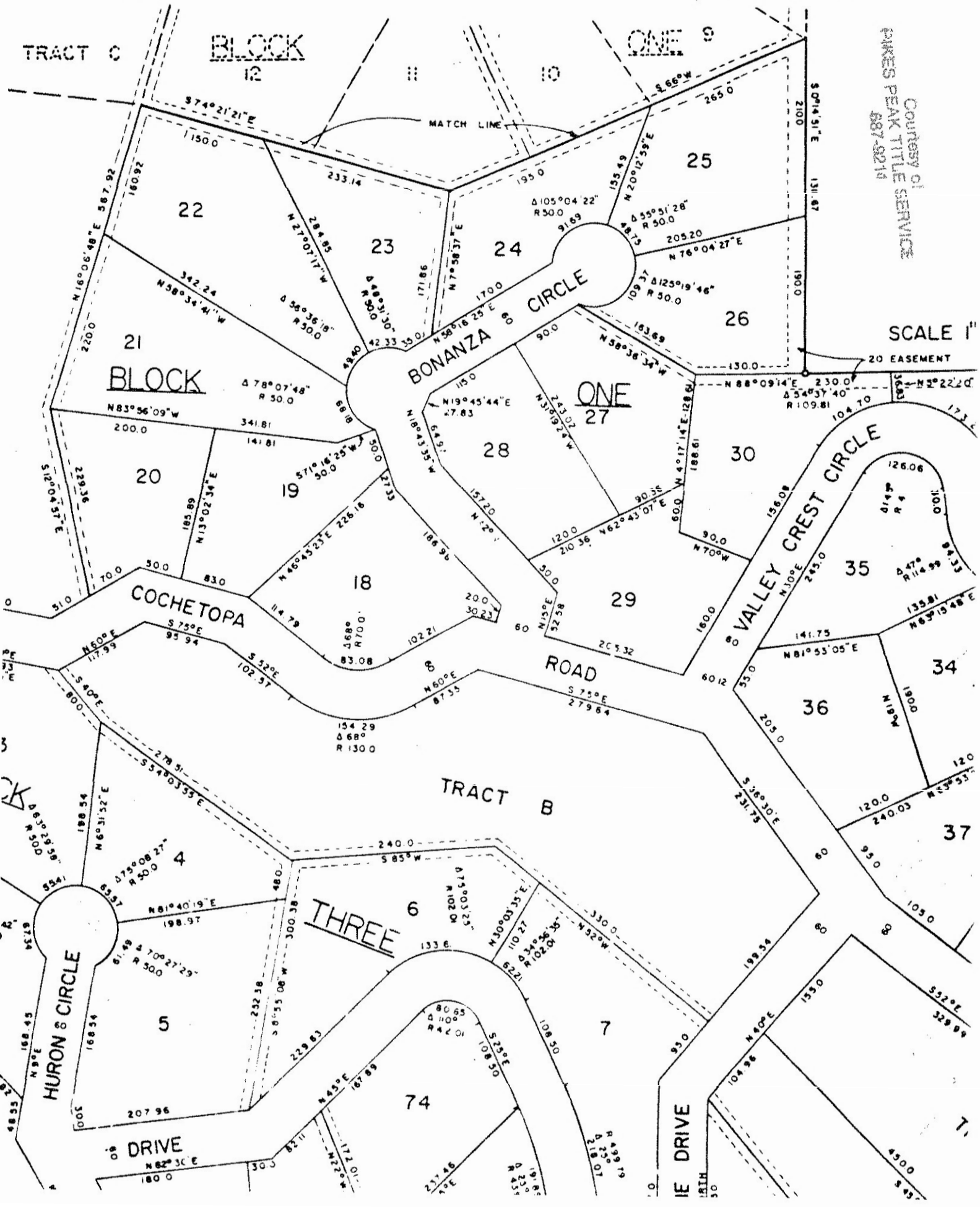
STATE OF COLORADO  
COUNTY OF EL PASO

THE ABOVE AND FOREGOING ST.  
OF April, 1967, BY John

MY COMMISSION EXPIRES Jan

I HEREBY CERTIFY THAT THE TRACT SHOWN ON THIS PLAT WAS

ROUT HAVEN ESTATES — FIFTH FILING  
A SUBDIVISION IN TELLER COUNTY, COLORADO



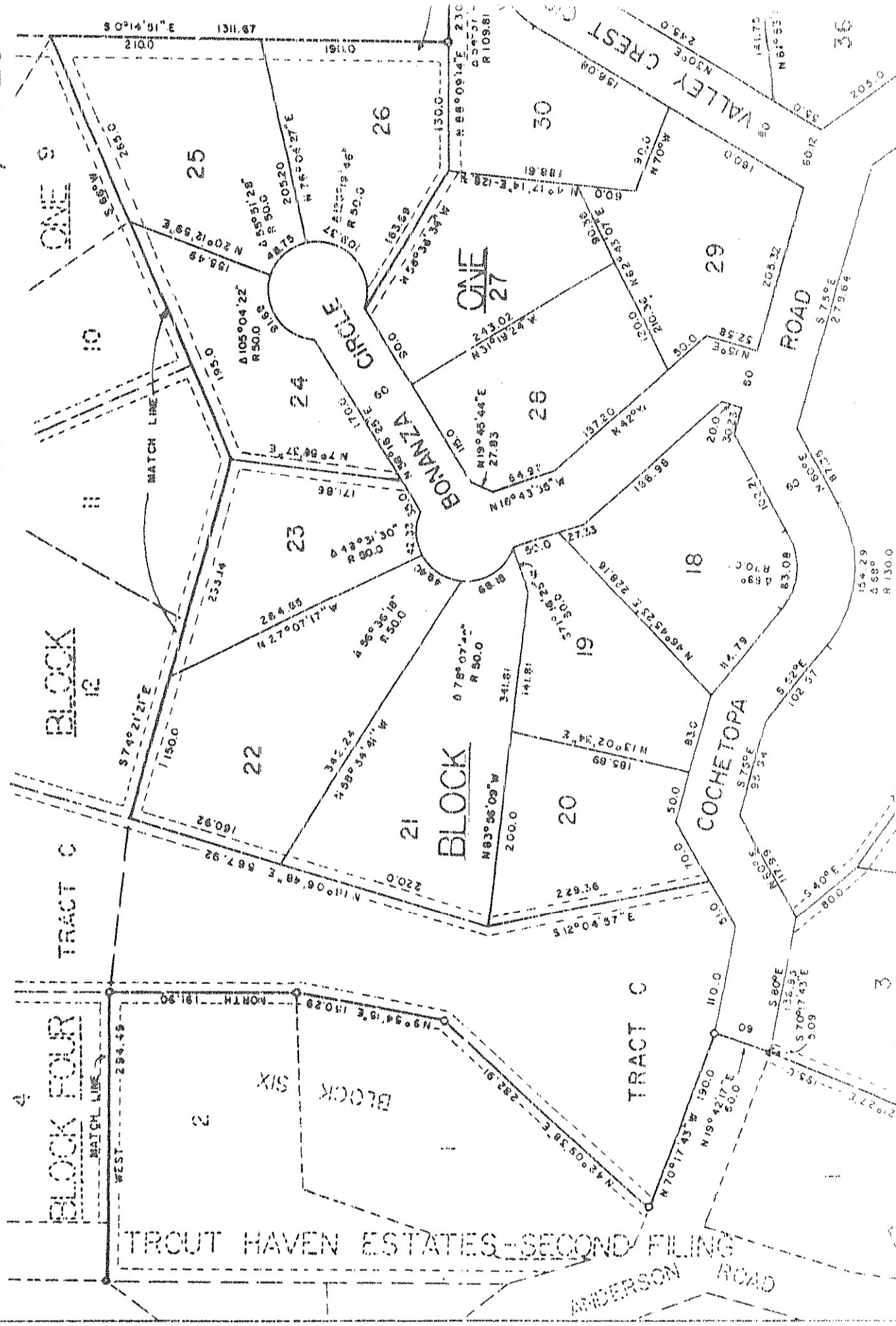
Courtesy of  
PINES PEAK TITLE SERVICE  
687-9214



# TROUT HAVEN ESTATES — FIFTH F

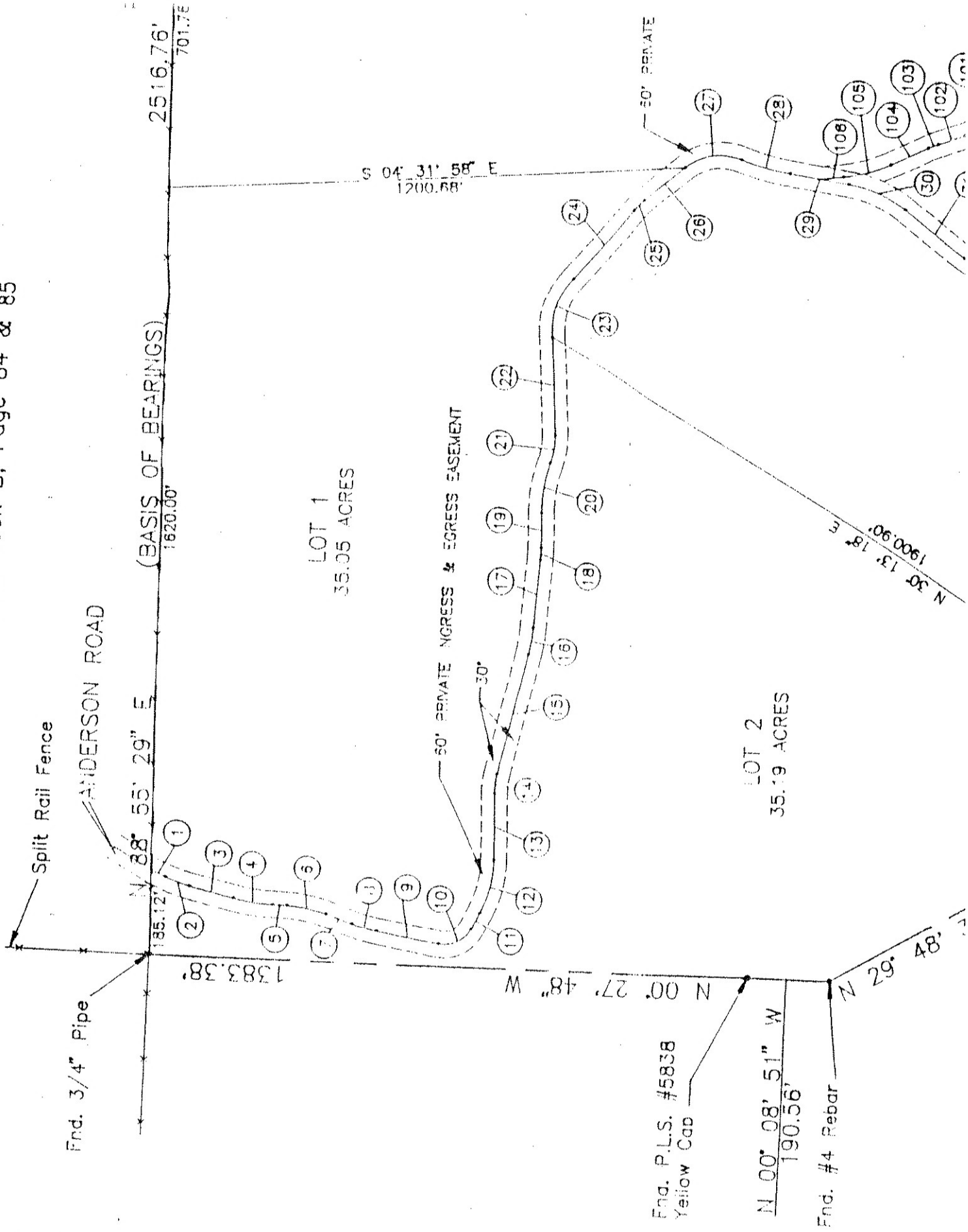
Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9241

## A SUBDIVISION IN TELLER COUNTY, COLORADO



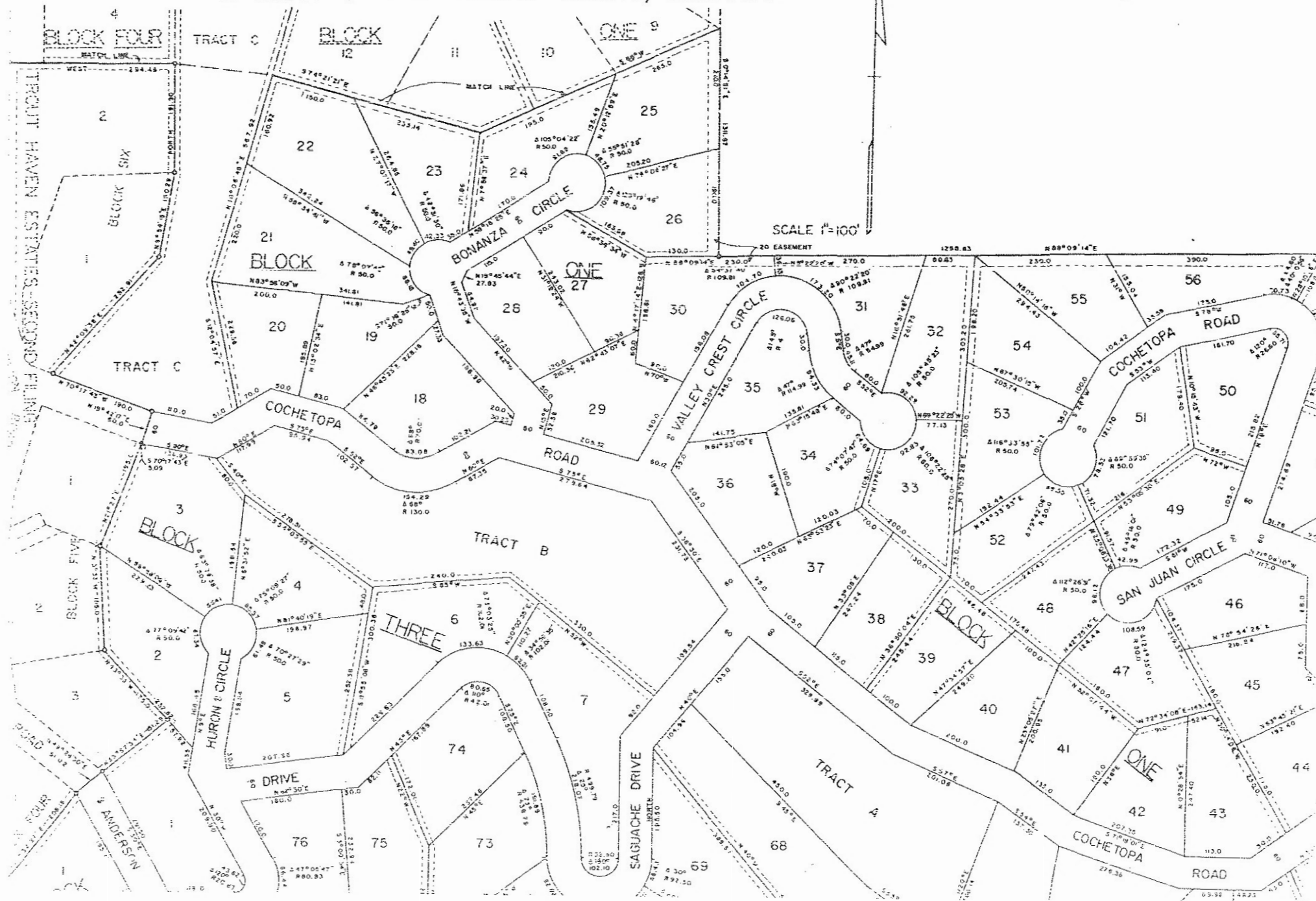


TROUT HAVEN ESTATE FIFTH FILING  
Plat Book B, Page 84 & 85

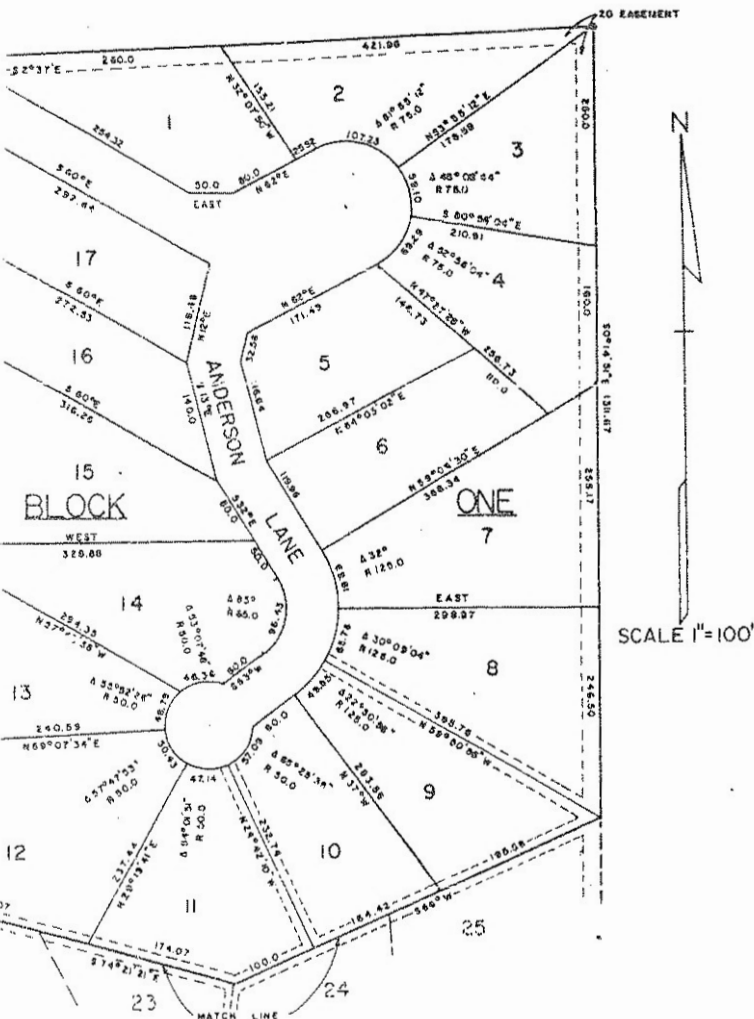


A SUBDIVISION IN TELLER COUNTY, COLORADO

Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211



ATES — FIFTH FILING  
TELLER COUNTY, COLORADO



WITNESS WHEREOF THE UNDERSIGNED OWNER HAS AGREED TO THE ABOVE AND FOREGOING PLAT AND STATEMENT, AND HAS EXECUTED THESE PRESENTS.

THE EAST COLORADO SPRINGS NATIONAL BANK

*Harvey E. Haymond*  
EXECUTIVE VICE PRESIDENT

STATE OF COLORADO } S.S.  
COUNTY OF EL PASO }

ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF April, 1967, BY Harvey E. Haymond, WITNESS MY HAND AND SEAL.

COMMISSION EXPIRES Jan. 27, 1969  
*Margaret E. Balander*  
NOTARY PUBLIC



Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211  
STATEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, FRED VON SCHLEINITZ, BEING THE OWNER OF A TRACT OF LAND IN SECTION 15, T13S, R70W, OF THE 6th P.M., SITUATE IN TELLER COUNTY, COLORADO, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WHISPERING PINES SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK A AT PAGE 24 OF THE RECORDS OF SAID COUNTY; THENCE  
(1) N 27° 23' E FOR 1255.98 FEET,  
(2) S 0° 14' 51" E FOR 1311.67 FEET,  
(3) N 88° 09' 14" E FOR 1258.63 FEET,  
(4) S 0° 23' 43" E FOR 1322.04 FEET,  
(5) S 88° 55' 29" W FOR 2523.37 FEET,  
(6) N 0° 06' W ON THE EAST BOUNDARY AND THE EAST BOUNDARY EXTENDED S 0° 06' E OF TROUT HAVEN ESTATE—SECOND FILING AS RECORDED IN PLAT BOOK 8 AT PAGES 50-56 IN RECORDS OF SAID COUNTY FOR 205.21 FEET,  
(7) N 37° 32' 27" E ON SAID BOUNDARY FOR 208.18 FEET,  
(8) N 45° 28' 30" E ON SAID BOUNDARY FOR 602 FEET,  
(9) N 33° 37' 34" E ON SAID BOUNDARY FOR 151.29 FEET,  
(10) N 43° 33' W ON SAID BOUNDARY FOR 175.0 FEET,  
(11) N 3° 33' W ON SAID BOUNDARY FOR 185.0 FEET,  
(12) N 21° 27' E ON SAID BOUNDARY FOR 195.0 FEET,  
(13) N 19° 42' 17" E ON SAID BOUNDARY FOR 60.0 FEET,  
(14) N 70° 17' 43" W ON SAID BOUNDARY FOR 190.0 FEET,  
(15) N 42° 09' 38" E ON SAID BOUNDARY FOR 282.91 FEET,  
(16) N 9° 54' 15" E ON SAID BOUNDARY FOR 150.29 FEET,  
(17) NORTH ON SAID BOUNDARY FOR 191.90 FEET, TO THE NE CORNER THEREOF,  
(18) WEST ON NORTH BOUNDARY OF SAID TROUT HAVEN ESTATE—SECOND FILING FOR 294.49 FEET, TO INTERSECT THE EAST BOUNDARY OF SAID WHISPERING PINES SUBDIVISION NO. 1,  
(19) N 0° 06' W ON SAID EAST BOUNDARY FOR 921.0 FEET TO THE POINT OF BEGINNING; CONTAINING 106.43 ACRES OF LAND, MORE OR LESS; HAS CAUSED SAID TRACT TO BE PLATTED INTO LOTS, BLOCKS, STREETS, TRACTS, AND EASEMENTS AS SHOWN ON THE ADJACENT PLAT, WHICH IS DRAWN TO A FIXED SCALE AS INDICATED THEREON, AND ACCURATELY SETS FORTH THE BOUNDARIES AND DIMENSIONS OF SAID TRACT AND THE SUBDIVISION THEREOF, AND WHICH TRACT, SO PLATTED, SHALL BE KNOWN AS TROUT HAVEN ESTATE—FIFTH FILING. THE OWNER ALSO AGREES THAT ALL STREETS WILL BE GRADED AND PROVIDED WITH PROPER DRAINAGE AND GRAVEL SURFACE TO THE SATISFACTION OF THE ROAD COMMISSIONER OF TELLER COUNTY, AND ARE HEREBY DEDICATED TO PUBLIC USE.

IN WITNESS WHEREOF, FRED VON SCHLEINITZ, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND HAS SET HIS HAND THIS 1st DAY OF JUNE, 1967.

*Fred von Schleinitz*  
FRED VON SCHLEINITZ

PROVINCE OF ALBERTA, CANADA } S.S.

THE FOREGOING PLAT AND STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF June, 1967, BY FRED VON SCHLEINITZ, WITNESS MY HAND AND SEAL.

*Grace Ellen Johnson*  
NOTARY PUBLIC  
My Commission Expires December 31, 1969

THE ADJACENT PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF TELLER COUNTY, COLORADO THIS 1st DAY OF MAY, 1967. THE BOARD OF COUNTY COMMISSIONERS WILL NOT ACCEPT FOR MAINTENANCE THE ROADS IN THIS SUBDIVISION UNTIL SAID BOARD HAS ADOPTED A RESOLUTION TO THAT EFFECT AND SAME IS RECORDED BY THE TELLER COUNTY RECORDER.

*Jack H. Hays*  
CHAIRMAN

STATE OF COLORADO } S.S.  
COUNTY OF TELLER }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 10:55 O'CLOCK A.M. THIS 23rd DAY OF JUNE, 1967 AND IS ONLY RECORDED IN PLAT BOOK H AT PAGE 84 & 85 UNDER RECEPTION NUMBER 195172.

FEE 10.00

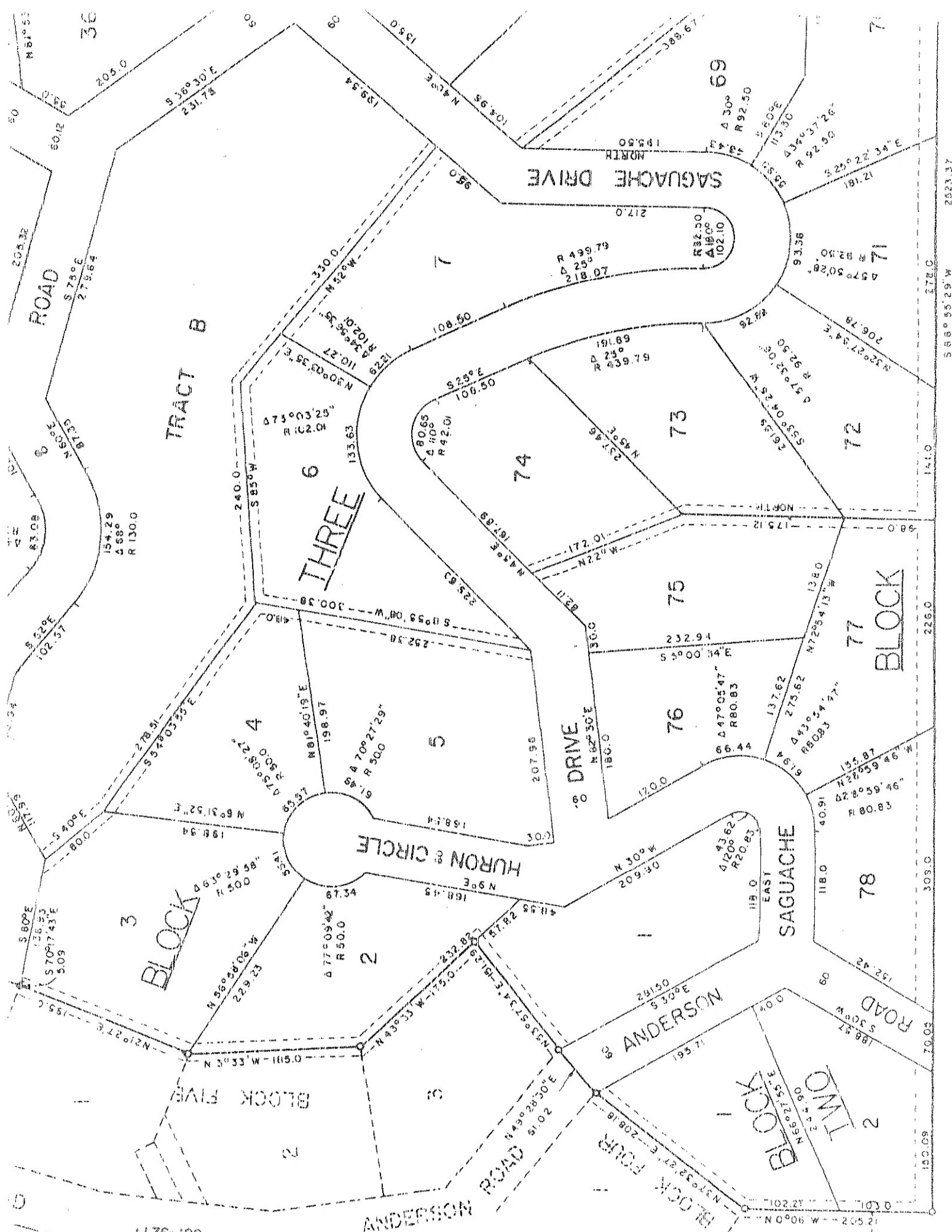
*Ralph H. Hays*  
COUNTY CLERK AND RECORDER

NOTE: ALL EASEMENTS ARE 10 FEET IN WIDTH EXCEPT AS NOTED.



| REVISIONS | FILING PLAT  | SIGNATURES  |
|-----------|--|---|
|           | TROUT HAVEN ESTATES<br>FIFTH FILING<br>SHEET 1 OF 2 SHEETS | DWN W.W.A.<br>CKD <i>H.H.</i><br>APP <i>H.H.</i><br>DATE <u>6/6/67</u><br>SCALE 1" = 100'<br>SHEET 1 OF 2 |
| JOB 6406  | G.L. WILLIAMS—CONSULTING ENGINEER                          | DWG 1485  |

Courtesy of  
PIKES PEAK TITLE SERVICE  
687-9211



ed for Record  
January 1, 1984 11:30 A.M.  
Harley A. Bruch  
Teller County Clerk & Recorder

319560

BOOK 343 PAGE 672

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF TELLER, COLORADO

RESOLUTION CONCERNING ACCEPTANCE FOR MAINTENANCE OF CERTAIN SUBDIVISION ROADS

No. 1-84-1

WHEREAS, prior to July, 1983, Teller County did not have comprehensive road construction criteria for subdivision roads; and

WHEREAS, Teller County has not in the past been consistent in its criteria for accepting subdivision roads for maintenance,

NOW, THEREFORE BE IT RESOLVED that all roads within the following platted subdivisions (all filings) dedicated to the public and under County jurisdiction are hereby accepted for maintenance by Teller County:

|                       |                          |
|-----------------------|--------------------------|
| Arabian Acres         | Palmer Village           |
| Blue Mountain Estates | Paroramas Unlimited      |
| Cathedral Park        | Pikes Peak Ranch Estates |
| Deer Mountain Ranch   | Rainbow Valley           |
| Forest Glen           | Rosewood Hills           |
| Green Bell            | Summer Haven Addition    |
| Indian Creek          | Trout Haven              |
| Kellys Reserve        | Valley Hi                |
| Kellys Subdivision    | Wilson Lakes             |
| Paint Pony            | Woodland Valley          |

This acceptance does not bind Teller County to rebuild, widen, or make drainage improvements to aforementioned roads unless said subdivisions form special tax districts to pay for any rebuilding, widening, or installing of drainage improvements.

This acceptance excludes National Forest Services roadways and all private roadways.

This acceptance excludes any roadways considered unsafe to maintain and which might jeopardize county personnel or equipment in a maintenance program.

THE FOREGOING RESOLUTION WAS ADOPTED THIS 23<sup>rd</sup> DAY OF JANUARY, 1984, UPON UNANIMOUS VOTE OF ALL COMMISSIONERS AT A REGULARLY SCHEDULED MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TELLER, COLORADO, IN CRIPPLE CREEK, COLORADO.



Clerk

Jane Fuhlrodt  
Chairman

TELLER COUNTY, CO 0386120 05/07/1991 08:00  
BK 555 PG 295 CONSTANCE R JOINER, RECORDER

TCTC  
10.00

BEFORE THE BOARD OF COMMISSIONERS  
FOR TELLER COUNTY, COLORADO

RESOLUTION NUMBER 07-12-89-(49)

A RESOLUTION TO AMEND THE PROVISIONS OF RESOLUTION 1-84-1 TO PERMIT  
THE COUNTY TO MORE FULLY MAINTAIN AND IMPROVE SUBDIVISION ROADS.

WHEREAS, The Board of County Commissioners did, by its Resolution  
1-84-1 dedicate to the public and accept for maintenance  
the roads of certain subdivisions; and

WHEREAS, said resolution limits the ability of the County to freely  
and fully maintain and improve those roads; and

WHEREAS, it is in the best interest of the citizens of Teller  
County to more fully maintain and improve those roads to  
the benefit of public safety and to allow for their  
ongoing maintenance and control;

NOW THEREFORE BE IT RESOLVED that those sections of Resolution 1-  
84-1 which restrict or limit the ability of the County to rebuild,  
widen or make drainage improvements to the roads in the  
subdivisions referred to therein are hereby rescinded.

BE IT FURTHER RESOLVED, recognizing that the many repairs and  
improvements covered by this Resolution will exceed the County's  
ability to immediately respond to them, the County will first  
inventory and address those issues which most affect public safety.

ADOPTED AT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
TELLER COUNTY, COLORADO THIS 22ND DAY OF JUNE, 1989, AT CRIPPLE  
CREEK, COLORADO.

By: \_\_\_\_\_  
Dennis Lutterell, Chairman

Attest: \_\_\_\_\_  
Shirley Beach, Clerk & Recorder

NOTICE OF VACATION OF INTERIOR LOT LINE  
PURSUANT TO ARTICLE VII  
TELLER COUNTY SUBDIVISION REGULATIONS

Interior lot line to be vacated between N2L60, S2L60, N2L61, S2L61 All Block 1 Flg 5  
lots legally described as: TROUT HAVEN (SEE ATTACHED)

Description of new lot: L60A, B1 TROUT HAVEN #5

Street Address of new lot: \_\_\_\_\_

I (we) certify that I (we) are the owner(s) in fee simple, of marketable title to the existing lots described above and located in Teller County, Colorado. I (we) desire to have the Planning Department of Teller County, Colorado vacate the interior lot lines to describe the newly combined lot as provided above.

David L. Schree Rebecca R. Schree  
OWNER OWNER

STATE OF Colorado COUNTY OF El Paso  
Subscribed and sworn to before me by Rebecca R. Schree  
and David L. Schree  
this 16<sup>th</sup> day of May, 1998.

Jeanne Meacham  
Notary Public My Commission Expires Dec 22 2001  
My commission expires \_\_\_\_\_



PLANNING DEPARTMENT APPROVAL

By [Signature] DATE 06-25-98



POT-13  
10/10/05

586109 10/11/2005 12:40 PM Page 1 of 2  
Patricia Crowson, Clerk & Recorder, Teller County, CO

WHEN RECORDED RETURN TO:  
George Lavelle  
P.O. Box 130  
Divide, CO 80814

### WARRANTY DEED

THIS DEED, dated September 30, 2005, between

David F. Schnee and Rebecca R. Schnee  
of the County of SHERMAN and State of Kansas, grantor(s), and

George Lavelle,  
whose legal address is P.O. Box 130 Divide, of the County of Teller and State of Colorado, grantee(s):

SDF \$1.00

State Documentary Fee

Date 10-11-05

\$ 1.00

**WITNESS**, that the grantor(s), for and in consideration of the sum of **Ten Thousand and 00/100 Dollars (\$10,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Teller and State of Colorado, described as follows:

Lot 60A (fka Lots 60 and 61) Block 1, Trout Haven, Fifth Filing, according to the Vacation recorded June 26, 1998 at Reception No. 478105, Teller County, Colorado. See Attached Exhibit "A" made a part hereof.

also known by street and number as: **Vacant Land , CO**

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee(s), his heirs and assigns, that of the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except **general taxes for the year 2005 and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.**

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), 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.

David F. Schnee

Rebecca R. Schnee

STATE OF KANSAS

COUNTY OF Sherman

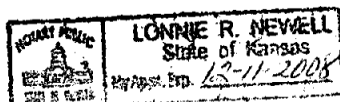
)  
)SS  
)

The foregoing instrument was acknowledged before me on September <sup>28</sup>~~30~~, 2005, by David F. Schnee and Rebecca R. Schnee.

Witness my hand and official seal.

My Commission Expires: 12-11-2008

Notary Public



File No. CWPP0001244  
OC-WD Indv to Indv

CWCS CWPP1244

FAX NO. 719 687 4258

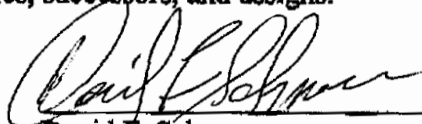
SEP-27-2005 TUE 04:05 PM Pikes Peak Title



586109 10/11/2005 12:40 PM Page 2 of 2  
Patricia Crowson, Clerk & Recorder, Teller County, CO

"Exhibit A"

This warranty deed is delivered by Grantors to Grantee under the express condition and restriction that no structure of any kind, permanent or temporary, shall occupy or be erected on any portion of the Property north of the easement road presently existing on the Property (commonly referred to as "Mohawk Heights Road"), unless approved by all owners of Lots 6, 7, 8, and 9, Colorado Woodland Estates, Teller County, Colorado, *provided, however*, that a water well and/or a leach field for an individual sewage disposal system on the Property may be drilled and/or located on the Property north of such easement road. This deed restriction shall run with the land and be binding on Grantee, his heirs, beneficiaries, successors, and assigns.

  
David F. Schnee

  
Rebecca R. Schnee