



## FREMONT COUNTY BOUNDARY LINE ADJUSTMENT / LOT LINE ADJUSTMENT / VACATION OF INTERIOR LOT LINE APPLICATION

A Lot Line Adjustment (LLA) is normally an administrative process which allows for the adjustment of lot lines and adjoining easements between two or more adjacent properties, at least one of which has been legally platted as a lot of record.

A Boundary Line Adjustment (BLA) is normally an administrative process which allows for the adjustment of property lines and adjoining easements between two or more adjacent properties. All properties shall be a metes and bounds legal description.

A Vacation of Interior Lot Line (VILL) is normally an administrative process which allows for the vacation of interior lot lines and adjoining easements between two or more adjacent platted lots of record. A Vacation of Interior Lot Line application may be approved based on review of the Planning Director, where the proposed vacation does not substantially modify the originally platted subdivision

Under certain circumstances, approval of any application may require review by the Fremont County Planning Commission and approval by the Fremont County Board of County Commissioners. In such a circumstance an additional review fee is required.

The applicant shall provide **one (1) original document, one (1) copy, and an electronic copy (either CD or flash/thumb drive)** and all of its attachments at the time of application submittal. Also, an electronic copy (PDF) of all documents and drawings shall be supplied at time of submittal. **Only complete applications will be accepted.** After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies that must be addressed by the applicant, Department comments and or questions about the application.

An application fee set by the Board of County Commissioners (Board) shall accompany this application. Contact Planning and Zoning Department for fee amount.

The Department of Planning and Zoning, Planning Commission, and or Board of County Commissioners may require additional information, documentation or evidence as deemed necessary by the same regarding this application.

Please mark which application you are applying for:

\_\_\_\_\_ Lot Line Adjustment      \_\_\_\_\_ Boundary Line Adjustment      \_\_\_\_\_ Vacation of Interior Lot  
Line and/or Easements

**Once the property is established as “a” and “b”, be sure to use the same reference throughout the application.** This form was designed to accommodate two properties, if additional properties are involved please provide information on additional pages as attachments.

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:

a. Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

b. Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

c. Consulting Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. The proposed plat title is \_\_\_\_\_

3. The total number of properties involved prior to this application are \_\_\_\_\_

4. The total number of lots as a result of this application are \_\_\_\_\_

5. Ratification:

As per the Fremont County Subdivision Regulations (XIV., F., 4.) an executed Ratification, Consent and Release Form (*forms are provided by the Department for execution*) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a LLA/BLA/VILL application prior to final approval by the Department. Will any property involved in this application require a form to be executed and submitted? Yes ☐ No ☐

6. What is the current Zone District for each involved property? Zone verification may be completed through the Planning and Zoning Office prior to application submittal.

a. This property is located in the \_\_\_\_\_ Zone District.

b. This property is located in the \_\_\_\_\_ Zone District.

7. In accordance with the Fremont County Zoning Resolution (2.4.3), properties involved in a LLA/BLA/VILL that are not located in the same Zone District must process a Zone Change Application if the property receiving land is proposed to be enlarged by more than twenty-five

percent of the existing land area. Will this application require a zone change process? ☐ Yes ☒ No. If yes, then the zone change must be completed prior to approval of this application.

8. A submittal fee of \$ 600.00 is attached to this application (Check # 60028232 94 ☐ cash)

By signing this application you are certifying that the above information is true and correct to the best of your knowledge and belief. It also serves as your acknowledgment that you understand that if any information provided in or attached to this application is untrue or inaccurate this application may be rendered null and void.

Fremont County Subdivision Regulations contain all descriptions of requirements for each application. Lot Line Adjustment and Boundary Line Adjustment can be found in section XIV. Vacation of Interior Lot Line & Utility Easement can be found in Section XIII.

**The applicant has reviewed all regulations in regards to the necessary requirements and understands the impact of this application.**

a. Property "a" Owner Signature Colleen P. Avery Date 21 Apr 2025

b. Property "b" Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

**Required Attachments:**

XXXX Application XXXX Current Deeds XXXX Application Fee XXXX

XXXX Title Commitment (dated within 30 days of submittal)

XXXX Copies of all exceptions from Schedule B of title Commitment

XXXX Ratifications (will be required prior to recording, form will be provided by county to applicant)

XXXX Plat (LLA / VILL) Deeds (BLA)

XXXX Plat/Map w/ Improvements or Improvement statement

XXXX Utility / Easement Notifications (certified mail receipts)

XXXX Closure sheets for each lot

XXXX Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)



Order No.: 330-F07757-23

Doc Fee: \$55.00

### GENERAL WARRANTY DEED

THIS DEED, Made this 12th day of July, 2023, between

**Grandview Builders, LLC, a Colorado Limited Liability Company,**

grantor, and

**Dennis Avery and Colleen P. Avery, as Joint Tenants**

whose legal address is 25 C-BAR Trail, Penrose, CO 81240,

grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of **Five Hundred Fifty Thousand And No/100 Dollars (\$550,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 6, Top Rail Ranch Estates Filing No. 7,  
County of Fremont, State of Colorado.

also known by street and number as 25 C-BAR Trail, Penrose, CO 81240

**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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

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

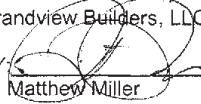
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

**GRANTOR:**

Grandview Builders, LLC, a Colorado Limited Liability Company

BY:

  
Matthew Miller  
Owner

**GENERAL WARRANTY DEED**

(continued)

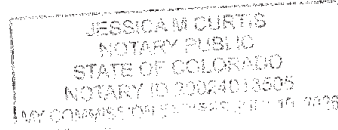
STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 12th day of July, 2023, by Matthew Miller, Managing member of the Grandview Builders, LLC, a Colorado Limited Liability Company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/16/26

(SEAL)



**SPECIAL WARRANTY DEED**

THIS DEED, made this 6th day of January, 2022, between

Walker Development Company

of County of Fremont, State of Colorado, grantor, and

Matthew Miller and Elizabeth Miller, in Joint Tenancy

whose legal address is 3155 Grandview Avenue, Canon City, CO 81212, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of FIFTY THREE THOUSAND AND 00/100 (53,000.00), 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, his heirs and assigns forever, not in tenancy in common, but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the county of Fremont and State of Colorado described as follows:

Lot 6, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado

as known by street and number as: 25 C-Bar Trail, Penrose, CO 81240

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the grantee(s) and his heirs and assigns forever. The grantor(s), for themselves, and their heirs and personal representatives or successors, do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantor(s), heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Walker Development Company

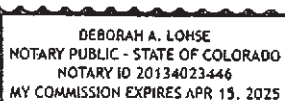
By:   
Ron Walker, President

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 6th day of January, 2022, by Ron Walker, President of Walker Development Company.

  
Notary's Official Signature

My Commission Expires: 4/15/25





Order No.: 330-F02410-25

**FNTC**  
**Doc Fee: \$8.80**

### GENERAL WARRANTY DEED

**THIS DEED**, Made this 24th day of March, 2025, between

**Jesse Dacus and Tera Dacus,**

grantor, and

**Dennis Avery and Colleen Avery, in joint tenancy**

whose legal address is 25 C-Bar Trl., Penrose, CO 81240,

grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of **Eighty-Eight Thousand And No/100 Dollars (\$88,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

also known by street and number as 31 C-Bar Trl., Penrose, CO 81240

**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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

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

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

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

**GRANTOR:**

A handwritten signature of Jesse Dacus in black ink, written over a horizontal line.

Jesse Dacus

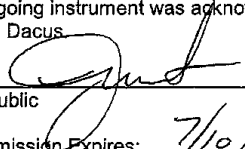
A handwritten signature of Tera Dacus in black ink, written over a horizontal line.

Tera Dacus

**GENERAL WARRANTY DEED**  
(continued)

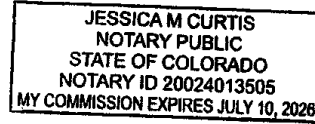
STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 20 day of March, 2025, by Jesse Dacus and Tera Dacus.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/10/26

(SEAL)





POWER OF ATTORNEY MAY AFFECT YOUR LEGAL RIGHTS, LEGAL ADVICE SHOULD BE OBTAINED IN THE  
DRAFTING OF ANY POWER OF ATTORNEY



**POWER OF ATTORNEY - BUYER**

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Dennis Avery, of the County of Fremont, Colorado reposing special trust and confidence in Colleen P. Avery, of the County of Fremont State of Colorado have made, constituted and appointed, and by these presents do make, constitute and appoint Colleen P. Avery to be my true and lawful agent, to act for me and in my name, place and stead, to purchase and accept the following property:

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

Also known by street address as: 31 C-Bar Trl, Penrose, CO 81240-9079

or any interest in said land for such price as to my agent may seem advisable.

My agent is hereby authorized to sign, seal and deliver, as my act and deed any contract, deed, deed of trust, promissory note, agreement, for purchase or any other document required, including but not limited to the HUD-1 form and the Closing Disclosure, in such manner that the estate and interest in said land may be effectually conveyed and assured to me, or to such other person or entity as my agent may name or appoint; and I hereby declare that any and all of the contracts, deeds, receipts, notes, or matters and things which shall be given by my agent, made or done for the aforesaid purposes, shall be as good, valid, and effectual as if they had been signed, sealed and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the premises by virtue of these presents.

My said agent is hereby authorized to apply the consideration or purchaser price arising from the purchase of said land or any interest therein. If funds are received at time of closing from any lender which requires endorsement, my agent is authorized to endorse and/or cash said check or draft to complete the purchase of the above described property.

This power of attorney shall continue to be effective even though I become disabled, incapacitated, or incompetent.

My agent may not delegate the power constituted in them by this power of attorney despite any contrary provisions of any applicable law or regulation.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

  
Dennis Avery

FEB 24, 2025  
Date

~~STATE OF~~ Camp Lemonnier Djibouti, Africa  
~~COUNTY OF~~

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2025 by Dennis Avery.

  
Notary Public

Witness my hand and official seal.

My Commission Expires: 10 JAN 2026

(SEAL)

Power of Attorney - Buyer

COB 0126.docx Updated: 06/03/24

LNI Samantha Ramon, U.S. Navy  
Command Legalman

Notary Public

Under the authority of 10 U.S.C. § 1044a

Commission Expires: 10 JAN 2026

**EXHIBIT "A"**  
Legal Description

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

**WARRANTY DEED**

**THIS DEED**, made this 9th day of February, 2024, between

**Katherine N. Bamberger**

of County of **Fremont**, State of **Colorado**, grantor, and

**Jesse Dacus and Tera Dacus, in Joint Tenancy**

whose legal address is **608 Hilltop Drive, Colorado Springs, CO 80905**, grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **SIXTY NINE THOUSAND AND 00/100 (69,000.00)**, 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Fremont** and State of **Colorado** described as follows:

**Lot 5, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado**

as known by street and number as: **31 C-Bar Trail, Penrose, CO 81240**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

**General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

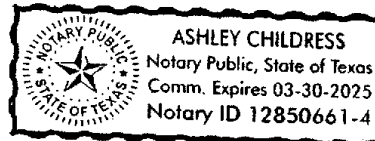
  
Katherine N. Bamberger

STATE OF TEXAS  
COUNTY OF **Montgomery**

The foregoing instrument was acknowledged before me this **3rd** day of February, 2024, by Katherine N. Bamberger.

  
Notary's Official Signature

My Commission Expires: **03/30/2025**



**Core Title Group LLC**  
**831 Royal Gorge Blvd Suite 325**  
**Canon City, CO 81212**  
Phone: **719-602-8640**  
Fax: **719-602-8641**

**Transmittal Information**

Date: 04/14/2025  
File No: 5168COR  
Property Address: 25 C-Bar Trail, Penrose, CO 81240  
Buyer\Borrower: Informational Commitment Only  
Seller: Dennis Avery and Colleen P. Avery

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

**Escrow Officer:**

**Becky Wallen**

**Core Title Group LLC**

**831 Royal Gorge Blvd Suite 325**

**Canon City, CO 81212**

Phone: **719-602-8640**

**Corey Canterbury**

**Core Title Group LLC**

**831 Royal Gorge Blvd Suite 325**

**Canon City, CO 81212**

Phone: **719-602-8640**

E-Mail: **bwallen@coretitlegroupllc.com**

Processor: **Not Applicable**

E-Mail:

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Copies Sent to:

**Buyer:**

**Informational Commitment Only**

**Seller:**

**Dennis Avery and Colleen P. Avery**

**25 C-Bar Trail**

**Penrose, CO 81240**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**

**Attn:**

**Email:**

**Phone: Fax:**

**Attn:**

**Email:**

**Thank you for using Core Title Group LLC**

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

# Core Title Group LLC

831 Royal Gorge Blvd Suite 325, Canon City, CO 81212  
Phone: 719-602-8640 Fax: 719-602-8641

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

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

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

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

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

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

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

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

### SCHEDULE B-SECTION 1:

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

### SCHEDULE B-SECTION 2:

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



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**WESTCOR LAND TITLE INSURANCE COMPANY**  
**(ALTA Adopted 07-01-2021)**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

*Issued By:*

**WESTCOR LAND TITLE INSURANCE COMPANY**

**Core Title Group LLC**

101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-219-8500



By: Mary O'Donnell

Mary O'Donnell - President

Attest: Donald A. Berube

Donald A. Berube - Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a 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 is not liable for any other amendment to this Commitment.

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**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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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.

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

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## **CONDITIONS AND STIPULATIONS**

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## **STANDARD EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

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

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

File No: **5168COR**  
Amendment No: **5168COR****SCHEDULE A**1. Commitment Date: **April 4, 2025, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Informational Commitment Only**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

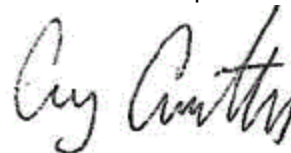
Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined. Search Fee End</i>	\$	<b>350.00</b>
Total:	\$	<b>350.00</b>

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**4. The Title is, at the Commitment Date, vested in:  
**Dennis Avery and Colleen P. Avery aka Colleen Avery**5. The Land is described as follows:  
**PARCEL A:****Lot 6, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado.****PARCEL B:****Lot 5, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado.**For Informational Purposes Only:  
**25 C-Bar Trail, Penrose, CO 81240**  
**31 C-Bar Trail, Penrose, CO 81240**APN: **3937130021006 / R043007 et. al**Countersigned  
Core Title Group LLC

By:

**C. Canterbury**

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**SCHEDULE B, PART I - Requirements**

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

All of the following Requirements must be met:

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

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

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**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Terms, agreements, provisions, conditions and obligations of Water Contract recorded July 29, 1886 in [Book 28 at Page 284](#).
10. Reservations and exceptions as contained in deed recorded June 10, 1907 in [Book 139 at Page 550](#).
11. Terms, agreements, provisions, conditions and obligations as contained in deed recorded June 22, 1964 in [Book 455 at Page 163](#).
12. Terms, agreements, provisions, conditions and obligations of Subdivision Improvements Agreement recorded September 1, 1994 in [Book 1195 at Page 46](#).
13. Terms, agreements, provisions, conditions and obligations of deed granting non-exclusive utility easement recorded March 29, 1999 in [Book 1382 at Page 588](#).
14. Easement as described in Deed recorded June 2, 2005 at [Reception No. 805002](#).
15. Terms, agreements, provisions and obligations as contained in instrument recorded February 24, 2005 at [Reception No. 800235](#).
16. All matters as shown on the plat of TOP RAIL RANCH ESTATES FILING NO. 7 at [Reception No. 993382](#).

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17. Terms, agreements, provisions, conditions and obligations of Declaration of Protective Covenants recorded August 30, 1989 in [Book 925 at Page 279](#) and March 21, 1991 in [Book 994 at Page 292](#) and November 2, 1999 in [Book 1390 at Page 304](#) and November 18, 2020 at [Reception No. 993314](#).

FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING APPLY TO PARCEL A:

18. Deed of Trust from Dennis Avery and Colleen P. Avery, for the use of Ent Credit Union, to secure \$305,427.00 dated March 19, 2025 recorded March 25, 2025 at [Reception No. 1044425](#).
19. Deed recorded July 17, 2023 as [Reception No. 1028793](#).
20. Deed recorded December 1, 2022 as [Reception No. 1022738](#).
21. Deed recorded January 6, 2022 as [Reception No. 1011274](#).

THE FOLLOWING APPLY TO PARCEL B:

22. Deed recorded March 26, 2025 as [Reception No. 1044431](#).
23. Deed recorded February 12, 2024 as [Reception No. 1034199](#).
24. Deed recorded April 5, 2022 as [Reception No. 1014818](#).

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

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## Core Title Group LLC

### Disclosures

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

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

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

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

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

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

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

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

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

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

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Core Title Group LLC**

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

**Who is Covered**

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

**Information Collected**

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

**Access to Information**

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

**Information Sharing**

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

**Information Security**

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

*The WLTIC Privacy Policy can be found on WLTIC’s website at [www.wltic.com](http://www.wltic.com)*

## Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

7214657

Water Contract  
The Beaver Water Supply  
Company  
with  
The Beaver Land  
Company.  
Filed for record at 8<sup>12</sup>  
o'clock A.M. July 29<sup>th</sup> 1886.  
J. N. Peabody  
Recorder.

This Indenture, made this second  
Thursday of April June A.D. 1886  
by and between The Beaver Water Supply  
Company, hereinafter denominated the  
first party, a corporation duly organ-  
ized and existing under and by vir-  
tue of the laws of the State of Colorado  
and The Beaver Land Company, hereinafter  
denominated the second party,  
a corporation duly organized and

existing under and by virtue of the laws of the State of Colorado,  
Witnesseth. That for and in consideration of the covenants here-  
inafter mentioned, on the part of the second party, to be kept and  
performed, and of the conveyance of the right of way from said  
second party to said first party, hereinafter contained, and for  
other valuable considerations paid by the said second party to  
the said first party, the receipt whereof is acknowledged, said  
first party sells and conveys to said second party, its successors  
and assigns To Have And To Hold the same for its and their  
sole use and benefit forever, the right to have and use water from  
the canals and reservoirs of the first party, for the purpose of  
irrigating the following described lands, to-wit:

The west one-half ( $\frac{1}{2}$ ) the west one-half ( $\frac{1}{2}$ ) and south east one-  
quarter ( $\frac{1}{4}$ ) of the south east one-quarter ( $\frac{1}{4}$ ) of sections two (2), all of  
section three (3), all of section four (4), all of section five (5), all of  
section six (6), the east one-half ( $\frac{1}{2}$ ) of section seven (7), all of section  
eight (8), all of section nine (9), all of section ten (10), all of section  
eleven (11), the south west one-quarter ( $\frac{1}{4}$ ) and the west one-half  
( $\frac{1}{2}$ ) of the north west one-quarter ( $\frac{1}{4}$ ) of section twelve (12), the west  
one-half ( $\frac{1}{2}$ ) and the west one-half ( $\frac{1}{2}$ ) of the east one-half ( $\frac{1}{2}$ ) of section  
thirteen (13), all of section fourteen (14), all of section fifteen  
(15), the north east one-quarter ( $\frac{1}{4}$ ) of section seventeen (17), the north  
east one-quarter ( $\frac{1}{4}$ ) of section twenty two (22), the north east one-  
quarter ( $\frac{1}{4}$ ), the east one-half ( $\frac{1}{2}$ ) of the north west one-quarter ( $\frac{1}{4}$ ) and the  
north one-half ( $\frac{1}{2}$ ) of the south east one-quarter ( $\frac{1}{4}$ ) of section twenty-  
three (23), the north west one-quarter ( $\frac{1}{4}$ ) of section twenty four (24), all  
in Township nineteen (19) south, of Range sixty eight (68) west of the  
Sixth Principal Meridian; also, all of section two (2), the north  
west one-quarter ( $\frac{1}{4}$ ), the west one-half ( $\frac{1}{2}$ ) and north east one-quarter  
( $\frac{1}{4}$ ) of the north east one-quarter ( $\frac{1}{4}$ ) and the north west one-quarter  
( $\frac{1}{4}$ ) of the south east one-quarter ( $\frac{1}{4}$ ) of section three (3), the north east  
one-quarter ( $\frac{1}{4}$ ) of section eleven (11), the north one-half ( $\frac{1}{2}$ ) the north  
one-half ( $\frac{1}{2}$ ) of the south west one-quarter ( $\frac{1}{4}$ ) and the east one-  
half ( $\frac{1}{2}$ ) of the south east one-quarter ( $\frac{1}{4}$ ) of section twelve (12),  
all in Township nineteen (19) south, of Range sixty nine (69)  
west of the Sixth Principal Meridian, containing ten thousand  
and three hundred thirty seven and 80-100 (10,337.80) acres, more or

2. First. The said first party agrees, under the provisions of this indenture, to purchase from said first party all the water which may be used for irrigating the said land above described and every part thereof. Second. Said second party shall pay said first party for the right to have and use such water, annually and in advance, on or before the first day of May in each year, a rate to be fixed from time to time by said first party, but not to exceed one and one-half dollars per acre for all of said land which said second party may desire irrigated, as provided in the next sections hereof.

Third. Said second party shall on or before the first day of March in each year notify the first party in writing the number of acres of said land the second party desires water for the then ensuing year, and the second party shall, to the first party, the prescribed rate per acre for the number of acres so ordered to be irrigated, whether the same be irrigated or not; provided the failure to irrigate be not on the default and neglect of first party.

Fourth. Said water shall be used only to irrigate the land first above described, and none other, and for no other purpose save domestic purposes, upon said land during the irrigating season.

Fifth. The water to be supplied by first party to second party shall not exceed the rate of one (1) cubic foot per second flow for thirty three (33) days of twenty four (24) hours each for each fifty three (53) acres of land, the water to be measured over a weir or otherwise; and said first party shall not be required to supply a greater quantity of water per acre in cubic feet per second or otherwise, than shall be sufficient for the production of good average crops under such full irrigation.

Sixth. The second party shall give to the first party reasonable notice whenever water so purchased as aforesaid shall be needed for the purposes herein specified, and shall not permit said water to run to waste, but whenever, for the time being, a sufficient quantity shall have been used for the purposes herein specified the second party shall shut off the water, or notify the first party that said water may be shut off, and in no case shall the amount of water so taken or received by said second party during one season exceed the quantity stipulated in section five (5) hereof.

Seventh. Said water shall be delivered by first party into a lateral ditch subsidiary canal provided by second party under such reasonable directions as to the manner of delivery, measuring and regulating the supply, as may be prescribed by first party.

Eighth. In case said first party shall be unable to supply the water herein stipulated for from its canals or reservoirs, from casual or unavoidable accident, or because the volume

of water from drought or other cause beyond the control of said first party proves insufficient, the first party shall not be liable in any way for the shortness or deficiency of supply occasioned by any of said causes, nor for any damage that may result therefrom.

Tenth If in any season, from any cause whatsoever or hereinafter mentioned, the supply of water shall be insufficient to furnish all the water sold for such season, the said first party shall have the right and authority to distribute such water as it may have among its purchasers pro rata.

Eleventh Said second party shall exercise due diligence and skilful management in cultivating the land for which water may be purchased as aforesaid, so as to take advantage of the early part of the season when the water in the streams is most abundant for irrigating such land, and shall generally, in so far as it reasonably may, take such water when the first party shall have an abundant supply, and the said first party shall have the right to furnish the water herein stipulated for from any other source than its said canals and reservoirs.

Twelfth In case said first party shall lose or forfeit any of its rights or franchises, or any part thereof, or the right to take water from its source of supply, by reason of a failure of the second party to take and use water which it may be entitled to under this indenture, said first party shall thereby be released from all obligation under this indenture to the extent that its rights and franchises shall have been impaired by reason of such failure of said second party to take and use the water as aforesaid.

Thirteenth The second party hereby sells and conveys to the first party the right of way over and through the above described land for all canals and ditches that may be reasonably necessary for the necessary distribution of the said first party's waters among its customers; and also the right to flow its waters through all canals now on or hereafter to be constructed upon said land and owned by second party for like purposes. Provided that if any such canal shall need enlargement for such purposes it shall be made at the expense of first party, and first party shall have the right to enter upon and over said lands for the purposes of constructing, maintaining, altering, repairing and operating all canals herein referred to, with due regard at all times to the convenience and interest of the second party.

Fourteenth The first party shall have the right on failure of second party to comply with any of the stipulations and covenants herein contained to refuse and cease to supply water to the second party under this indenture.



fourteenth. This instrument shall extend to and enure to the benefit of the successors and assigns of the first party and the successors and assigns of the second party.

In Witness Whereof the parties hereto have caused these presents to be signed by their respective Presidents & their corporate seals to be hereunto affixed, attested by their respective Secretaries, the day and year first above written.

The Beaver Water  
Supply Company

The Beaver Water Supply Company  
by Edward Malcott (Seal)

Attest:  
Charles L McIntosh  
its Secretary.

its President

Attest:  
Charles L McIntosh  
its Secretary.

The Beaver Land Company  
by J D Ward (Seal)  
its President

The Beaver  
Land Company  
Colorado

State of Colorado } ss.  
County of Arapahoe }

I Ethan A Reynolds a Notary Public in and for said County in the State aforesaid do hereby certify that Edward Malcott and Charles L McIntosh who are to me personally known to be the President and Secretary, respectively, of The Beaver Water Supply Company and who are each to me personally known to be the same persons described in & who executed the within instrument, appeared before me this day and acknowledged that they executed the same for the uses & purposes therein set forth as their free act and deed and as the free act & deed of The Beaver Water Supply Company.

Ethan A Reynolds  
Notary Public  
Arapahoe Co  
Colorado

Given under my hand and Notarial Seal this Third  
day of June A D 1886.

Ethan A Reynolds  
Notary Public

State of Colorado } ss.  
County of Arapahoe }

I Ethan A Reynolds a Notary Public in & for said County in the State aforesaid do hereby certify that J D Ward & Charles L McIntosh who are to me personally known to be the President & Secretary, respectively, of The Beaver Land Company & who are each to me personally known to be the same persons described in and who executed the within instrument, appeared before me this day and acknowledged that they executed the same for the uses & purposes therein set forth as their free act and deed and as the free act and deed of The Beaver Land Company.

Ethan A Reynolds  
Notary Public  
Arapahoe Co  
Colorado

Given under my hand and Notarial Seal this  
Third day of June A D 1886.

Ethan A Reynolds  
Notary Public

455-163

Filed for record June 22, 1964 at 4:39 P.M. Mary J McDonough, Recorder

Book 455 Page

Doris Lick, Deputy

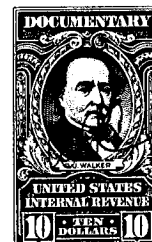
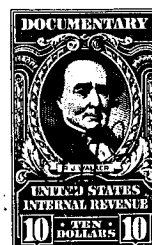
1.45

352092

163  
WARRANTY DEED

W. F. CLARK and LENTIE BELLE CLARK whose address is Penrose, County of Fremont and State of Colorado for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sell and convey to SUSAN H. MULLARKY whose address is Penrose, County of Fremont and State of Colorado, the following real property in the County of Fremont and State of Colorado, to-wit:

Tracts 53 through 60, both inclusive, in Section 12, Tracts 49 through 52, both inclusive, and Tracts 61 through 64, both inclusive, in Section 11, Tracts 1 through 4, both inclusive, Tracts 13 through 20, both inclusive, Tracts 29 through 36, both inclusive, Tracts 45 through 51, both inclusive, and Tracts 63, 64, and all of Tracts 52, 62 and 61 lying North of U. S. Highway No. 50 in Section 14, Tracts 5 through 12, both inclusive, Tracts 21 through 28, both inclusive, Tracts 37 through 44, both inclusive, Tracts 53 through 60, both inclusive in Section 13, and all of the NE $\frac{1}{4}$  of Section 23 and the NW $\frac{1}{4}$  of Section 24 lying North of U. S. Highway No. 50, all being in Township 19 South, Range 68 West of the 6th P. M., according to Plat No. 3 of the Beaver Land and Irrigation Company according to the recorded plat thereof, together with 87 shares of water in the Beaver Park Ditch Company,



with all its appurtenances including but not limited to one 500 gallon butane gas tank, all carpets and drapes now located in the residence and all material held to repair tenant house and warrant the title to the same, subject to the 1964 taxes, Beaver Park Water Assessment and subsequent taxes and water assessments, all minerals in and under the premises not heretofor reserved, together with the right to remove same, and except all easements and rights of way of record and together with an easement and right of way over and across the land of the grantee to construct and maintain a water pipe line and/or ditch to service land South of U. S. Highway No. 50 now owned by grantors.

Signed this 9th day of June, A. D. 1964.

W. F. Clark  
Lentie Belle Clark

STATE OF COLORADO ) ss.  
County of Fremont )

The foregoing instrument was acknowledged before me this 9th day of June, A. D. 1964, by W. F. Clark and Lentie Belle Clark.

Witness my hand and official seal.

My commission expires June 27, 1966.

[Signature]  
Notary Public



# DEED GRANTING NON-EXCLUSIVE UTILITY EASEMENT

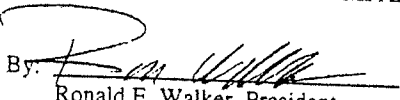
Walker Development Company, 2055 E. U.S. Highway 50, Town of Penrose, County of Fremont, State of Colorado, which is the owner of certain land located in Fremont County for good and valuable consideration, receipt of which is hereby acknowledged, grants, bargains, sells and conveys to the PENROSE WATER DISTRICT, a special district, 340 Grant Avenue, Penrose, Colorado 82140, its successors and assigns, a non-exclusive Easement and right of way for water mains and water lines under and across the the property described as follows:

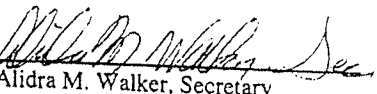
A 60' WIDE RIGHT OF WAY AND UTILITY EASEMENT OVER AND ACROSS PORTIONS OF THE EAST ½ OF SECTION 14 AND THE WEST ½ OF SECTION 13, IN TOWNSHIP 19 SOUTH RANGE 68 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, BEING 30' EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 14;  
THENCE N 89 ° 35 ' 54 " E A DISTANCE OF 1708.85';  
THENCE AROUND A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 ° 44 ' 31 " A RADIUS OF 247.29' AND AN ARC LENGTH OF 395.95';  
THENCE S 01 ° 20 ' 25 " W A DISTANCE OF 1123.19';  
THENCE S 89 ° 29 ' 30 " E A DISTANCE OF 1317.30';  
THENCE AROUND A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 ° 44 ' 43 " E A RADIUS OF 320.00' AND AN ARC LENGTH OF 76.77';  
THENCE N 76 ° 44 ' 54 " E A DISTANCE OF 203.68';  
THENCE N 13 ° 15 ' 04 " W A DISTANCE OF 2489.72' TO THE TERMINUS OF SAID RIGHT OF WAY AND UTILITY EASEMENT.

Said grant of Easement is not conditioned upon, nor contingent upon, nor contingent upon any final approval of any filing 4 for Top Rail Ranch Estates Subdivision. This Deed shall constitute absolute conveyance of the non-exclusive Easement for use by Penrose Water District.

WALKER DEVELOPMENT COMPANY

By:   
Ronald E. Walker, President

By:   
Alidra M. Walker, Secretary



STATE OF COLORADO )  
County of Fremont ) ss.

The foregoing Deed was acknowledged before me this 19<sup>th</sup> day of March, 1999 by Ronald E. Walker, President, and Alidra M. Walker, Secretary, of Walker Development Company.

My Commission expires:

4/25/99  
Stephen C. Rossi  
Notary Public



FREMONT COUNTY, CO 578141 03/21/91 12:00P  
BK 0994 PG 292 NORMA HATFIELD, RECORDER 1 OF 3

12:00P  
15:00  
29

AMENDMENT NO. 1  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF  
TOP RAIL RANCH

I.

CERTIFICATION OF DECLARANT,  
PHANTOM DEVELOPMENT CORPORATION

A. The undersigned, Phantom Development Corporation (Declarant), as designated in the Declaration of Protective Covenants of Top Rail Ranch (the Covenants) recorded August 30, 1989 at Book 925, Page 279 of the Fremont County, Colorado Clerk and Recorder records, hereby certifies as follows:

1. Paragraph 12 of the Covenants provides that the Covenants may be amended at any time by a two-thirds (2/3) majority vote of all property owners (one vote per tract).

2. This Amendment No. 1 to the Covenants is authorized in that property owners in excess of the two-thirds majority vote requirement, voted affirmatively for this Amendment No. 1.

II.

AMENDMENT

A. The Protective Covenants of Top Rail Ranch are amended by the deletion of a certain tract of land consisting of approximately 13.01 acres, and the addition of a certain tract of land of approximately the same acreage, resulting in a legal description of the real property situate in Fremont County, Colorado, to which the Covenants, as amended, apply, all as set forth on Exhibit A, attached and incorporated herein.

DATED this 17<sup>th</sup> day of MARCH, 1991.

PHANTOM DEVELOPMENT CORPORATION

By: George B. Marshall, Pres  
George B. Marshall, President

By: Daniel J. O'Brien  
Daniel J. O'Brien

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

RR The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of MARCH, 1991, by George B. Marshall, as President of Phantom Development Corporation, and Daniel J. O'Brien.

WITNESS my hand and official seal.

My commission expires: 5-16-91

[Signature]  
Notary Public

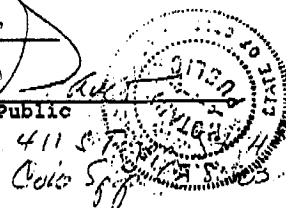


EXHIBIT A

The following real property situate in the County of Fremont,  
State of Colorado:

TOWNSHIP 19 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEAVER PARK  
PLAT NO. 3

SECTION 11: Tracts 49, 50, 51, 52, 61, 62, 63 and 64;

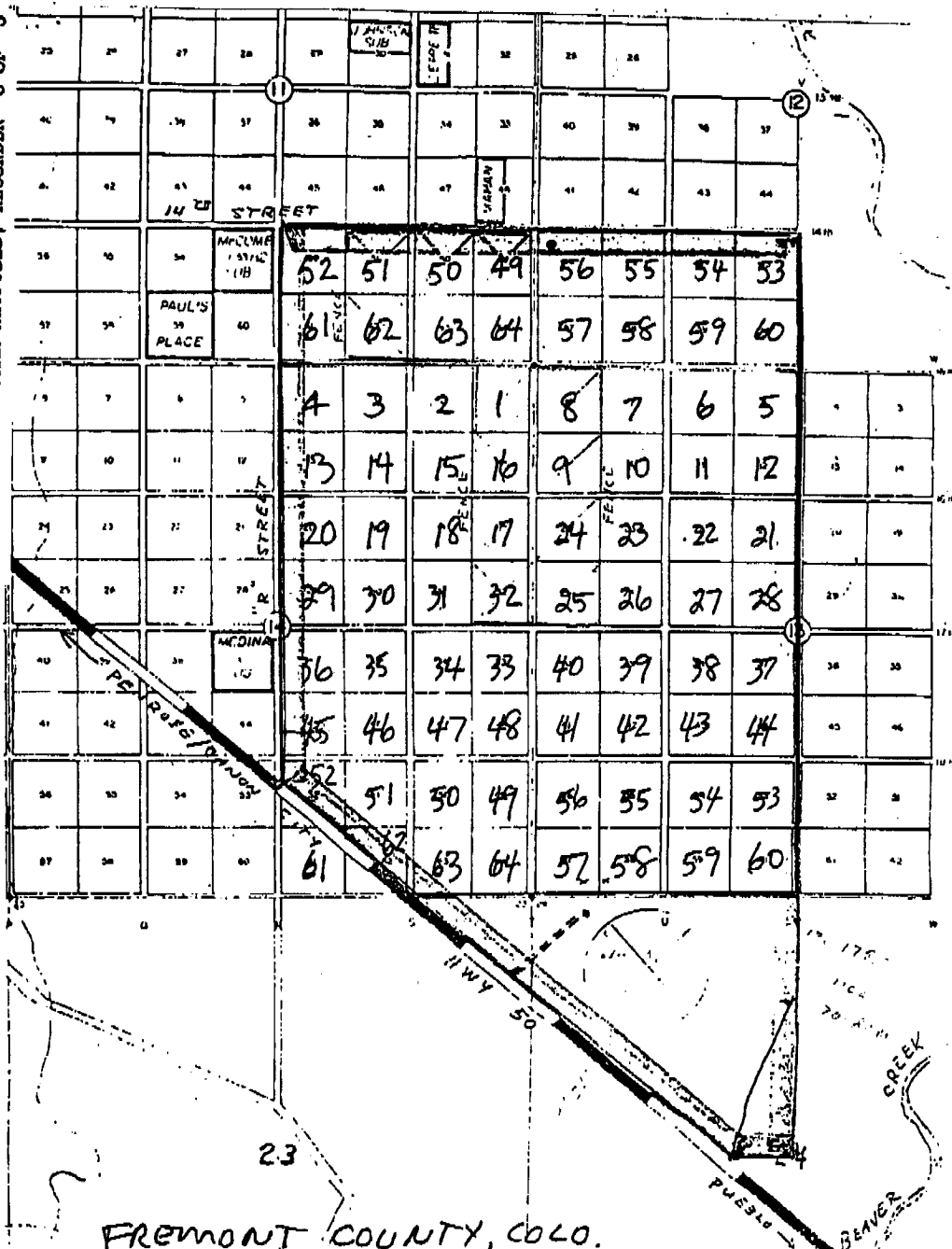
SECTION 12: Tracts 53, 54, 55, 56, 57, 58, 59 and 60;

SECTION 13: Tracts 5 to 12 inclusive, Tracts 21 to 28 inclusive,  
Tracts 37 to 44, inclusive and Tracts 53 to 60  
inclusive.

SECTION 14: Tracts 1, 2, 3 and 4, Tracts 13 to 20 inclusive,  
Tracts 29 to 36 inclusive, Tract 45 to 51 inclusive,  
Tracts 63 and 64, and that part of Tracts 52, 61 and  
62, in Section 14, Township 19 South, Range 68 West  
of the 6th P.M., lying Northeast of U.S. Highway No.  
50.

(See attached Map for reference to Tract numbers.)

FREMONT COUNTY, CO 578141 03/21/91 12:00P  
BK 0994 PG 294 NORMA HATFIELD, RECORDER 3 OF 3



FREMONT COUNTY, COLO.  
EXH. A.



805002

Page: 1 of 1  
06/02/2005 01:14  
D 0.00

NORMA HATFIELD FREMONT CTY CLK&amp;REC CO R 0.00

114  
600  
319

## QUIT CLAIM DEED

THIS DEED, Made this 1st day of June, 2005, between  
TOP RAIL RANCH ESTATES, LLC, A COLORADO LIMITED LIABILITYof the said County of FREMONT and State of COLORADO, grantor, and  
WALKER DEVELOPMENT COMPANY, A COLORADO CORPORATION

STATE DOCUMENTARY FEE

Date JUN 02 2005

Amount \$

whose legal address is 2055 E. HIGHWAY 50  
PENROSE, CO 81240

of the said County of FREMONT and State of COLORADO, grantee:

WITNESS, that the grantor, for and in consideration of the sum of Ten dollars and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents, do remise, release, sell, convey and Quit Claim unto the grantee, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of FREMONT and State of Colorado described as follows:

OUTLOT A, TOP RAIL RANCH ESTATES OUTLOTS LOT LINE ADJUSTMENT, ACCORDING TO THE  
RECORDED PLAT THEREOF, FREMONT COUNTY, COLORADO.TOGETHER WITH THAT EASEMENT DESCRIBED IN DOCUMENT RECORDED FEBRUARY 24, 2005 UNDER  
RECEPTION #800235 AND AS SHOWN ON THE PLAT OF TOP RAIL RANCH ESTATES OUTLOTS LOT  
LINE ADJUSTMENT.

as known by street and number as: VACANT LAND, PENROSE, CO 81240

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any-wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and 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.

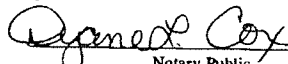
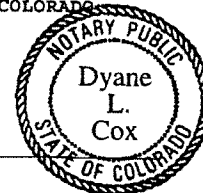
TOP RAIL RANCH ESTATES, LLC, A  
COLORADO LIMITED LIABILITY

Attest:

By   
CHRISTOPHER JENKINSState of COLORADO )  
 ) ss.  
County of FREMONT )The foregoing instrument was acknowledged before me this 1st day of June, 2005  
by CHRISTOPHER JENKINS, MANAGER OF TOP RAIL RANCH ESTATES, LLC, A COLORADO  
LIMITED LIABILITY

My commission expires 1/23/09

. Witness my hand and official seal.

  
Notary Public

Commission expires 1-23-09



Corner #	Length	Angle	Distance	Area
1	100.00	90.00	100.00	10000.00
2	100.00	90.00	100.00	10000.00
3	100.00	90.00	100.00	10000.00
4	100.00	90.00	100.00	10000.00
5	100.00	90.00	100.00	10000.00
6	100.00	90.00	100.00	10000.00
7	100.00	90.00	100.00	10000.00
8	100.00	90.00	100.00	10000.00
9	100.00	90.00	100.00	10000.00
10	100.00	90.00	100.00	10000.00
11	100.00	90.00	100.00	10000.00
12	100.00	90.00	100.00	10000.00
13	100.00	90.00	100.00	10000.00
14	100.00	90.00	100.00	10000.00
15	100.00	90.00	100.00	10000.00
16	100.00	90.00	100.00	10000.00
17	100.00	90.00	100.00	10000.00
18	100.00	90.00	100.00	10000.00
19	100.00	90.00	100.00	10000.00
20	100.00	90.00	100.00	10000.00

Lot #	Area
1	10000.00
2	10000.00
3	10000.00
4	10000.00
5	10000.00
6	10000.00
7	10000.00
8	10000.00
9	10000.00
10	10000.00
11	10000.00
12	10000.00
13	10000.00
14	10000.00
15	10000.00
16	10000.00
17	10000.00
18	10000.00
19	10000.00
20	10000.00



# TOP RAIL RANCH ESTATES, FILING NO. 7

A VACATION AND REPEAT OF OUTLOT A, TOP RAIL RANCH ESTATES, OUTLOT B, A PORTION OF SECTIONS 13 & 14, TOWNSHIP 19 SOUTH, RANGE 65 WEST OF THE 5TH P.M., FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS

TO WIT

DEDICATION

In witness whereof

NOTARY STATEMENT

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

REGISTERED LAND SURVEYOR'S CERTIFICATE

EASEMENT STATEMENT

COUNTY CLERK AND RECORDERS STATEMENT

STATE OF COLORADO

Crown Point Land Services

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

When recorded, return to:  
Ent Credit Union  
11550 Ent Parkway  
Colorado Springs, CO 80921

Title Order No.: 330-F01476-25  
Escrow No.: 330-F01476-25  
LOAN #: 191826



330-F01476-25

[Space Above This Line For Recording Data]

CASE #: 393961481157

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

### Parties

(A) "Borrower" is DENNIS AVERY AND COLLEEN P AVERY, AS JOINT TENANTS

currently residing at 25 C-Bar Trl, Penrose, CO 81240.

Borrower is the trustor under this Security Instrument.

(B) "Lender" is Ent Credit Union.

Lender is a State Chartered Credit Union,  
under the laws of Colorado.  
Springs, CO 80921.

organized and existing  
Lender's address is 11550 Ent Parkway, Colorado

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is the Public Trustee of Fremont  
County, Colorado. The term  
"Trustee" includes any substitute/successor Trustee.

### Documents

(D) "Note" means the promissory note dated March 19, 2025, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender THREE HUNDRED FIVE THOUSAND FOUR HUNDRED TWENTY SEVEN AND NO/100\*\*\*\*\* Dollars (U.S. \$305,427.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than April 1, 2055.



LOAN #: 191826

(E) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider     |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Other(s) [specify]    |   |  |

(F) **"Security Instrument"** means this document, which is dated **March 19, 2025**, together with all Riders to this document.

**Additional Definitions**

(G) **"Applicable Law"** means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(H) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(I) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) **"Electronic Fund Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(K) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

(N) **"Loan"** means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(O) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(Q) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(R) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(S) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(T) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(X) **"UETA"** means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.





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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **Fremont**:

**Lot 6, Top Rail Ranch Estates Filing No. 7,  
County of Fremont, State of Colorado.  
APN #: 3937130021006**

which currently has the address of **25 C-Bar Trl, Penrose** [Street] [City]

**Colorado 81240** ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Colorado state requirements to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Acceptance and Application of Payments or Proceeds.**

**(a) Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does



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not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

**(b) Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

**(c) Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

**(d) No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

### **3. Funds for Escrow Items.**

**(a) Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

**(b) Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

**(c) Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

**(d) Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions



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in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

**5. Property Insurance.**

**(a) Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

**(b) Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(c) Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

**(d) Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

**(e) Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.





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**6. Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

**7. Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

**(a) Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

**(b) Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

**(c) Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**(d) Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of the Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

**10. Assignment of Rents.**

**(a) Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

**(b) Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;



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(ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) **Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) **Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

**11. Mortgage Insurance.**

(a) **Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) **Mortgage Insurance Agreements.** Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.



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**12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.**

(a) **Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) **Application of Miscellaneous Proceeds upon Damage to Property.** If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) **Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) **Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) **Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

**13. Borrower Not Released; Forbearance by Lender Not a Waiver.** Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

**14. Joint and Several Liability; Signatories; Successors and Assigns Bound.** Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.





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Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

**15. Loan Charges.**

(a) **Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) **Savings Clause.** If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**16. Notices; Borrower's Physical Address.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) **Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) **Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

**17. Governing Law; Severability; Rules of Construction.** This Security Instrument is governed by federal law and the law of the State of Colorado. All rights and obligations contained in this Security Instrument are subject to any



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requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

**18. Borrower's Copy.** One Borrower will be given one copy of the Note and of this Security Instrument.

**19. Transfer of the Property or a Beneficial Interest in Borrower.** For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

**20. Borrower's Right to Reinstate the Loan after Acceleration.** If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

**21. Sale of Note.** The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

**22. Loan Servicer.** Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

**23. Notice of Grievance.** Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the





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notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

**24. Hazardous Substances.**

(a) **Definitions.** As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

**25. Electronic Note Signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**26. Acceleration; Remedies.**

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) **Notice of Sale; Sale of Property.** If Lender invokes the power of sale, Lender will give written notice to Trustee of the Default and of Lender's election to cause the Property to be sold. Lender will mail a copy of the notice to Borrower as provided in Section 16. Trustee will record a copy of the notice in the county in which the Property is located. Trustee will publish a notice of sale for the time and in the manner provided by Applicable Law, and will mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other required recipients. At a time permitted and in accordance with Applicable Law, Trustee, without further demand on Borrower, will sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser a Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following



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order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

**27. Release.** Upon payment of all sums secured by this Security Instrument, Lender will request that Trustee release this Security Instrument and will produce for Trustee, duly cancelled, all notes evidencing the debt secured by this Security Instrument. Trustee will release this Security Instrument without further inquiry or liability. Borrower will pay any recordation costs and the statutory Trustee's fees associated with such release.

**28. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

Dennis Avery, By Colleen P Avery as Attorney in Fact 3/19/2025 (Seal)  
DENNIS AVERY, BY COLLEEN P AVERY AS ATTORNEY IN FACT DATE

Colleen P Avery 3/19/2025 (Seal)  
COLLEEN P AVERY DATE

State of Colorado  
County of Fremont

This record was acknowledged before me on March 19, 2025 (date) by DENNIS AVERY,  
BY COLLEEN P AVERY AS ATTORNEY IN FACT.

[Signature]  
(Notary's official signature)

Cloner  
(Title of office)

(Commission Expiration) 7/10/26.

JESSICA M CURTIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20024013505  
MY COMMISSION EXPIRES JULY 10, 2026

State of Colorado  
County of Fremont

This record was acknowledged before me on March 19, 2025 (date) by COLLEEN P  
AVERY.

[Signature]  
(Notary's official signature)

Cloner  
(Title of office)

(Commission Expiration) 7/10/26.

JESSICA M CURTIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20024013505  
MY COMMISSION EXPIRES JULY 10, 2026

Lender: Ent Credit Union  
NMLS ID: 405466  
Loan Originator: Darron Kent Wilson  
NMLS ID: 2303077



LOAN #: 191826  
CASE #: 393961481157

**VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER**

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this **19th** day of **March, 2025**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to **Ent Credit Union, a State Chartered Credit Union**

(herein "Lender")  
and covering the Property described in the Security Instrument and located at  
**25 C-Bar Trl**  
**Penrose, CO 81240**

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

**LATE CHARGE:** At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding **4.000 % of any installment** when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**ACCELERATION:** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to 38 U.S.C. 3714.



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An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which 38 U.S.C. 3714 applies.

(c) **INDEMNITY LIABILITY ASSUMPTION:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

Dennis Avery, by Colleen P Avery, as Attorney in Fact 3/19/2025 (Seal)  
DENNIS AVERY, BY COLLEEN P AVERY AS ATTORNEY IN FACT DATE

Colleen P Avery 3/19/2025 (Seal)  
COLLEEN P AVERY DATE



**STATUTORY QUITCLAIM DEED**

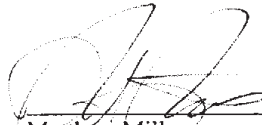
**Matthew Miller and Elizabeth Miller**, whose address is 3155 Grandview Ave., Canon City, CO 81212, for the consideration of TEN DOLLARS, in hand paid, hereby sell and quit claim to **Grandview Builders LLC, a Colorado limited liability company**, whose address is 3155 Grandview Ave., Canon City, CO 81212, the following real property in the County of **Fremont** and State of Colorado, to-wit:

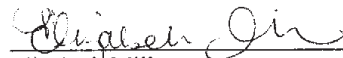
**LOT 6 TOP RAIL RANCH ESTATES FILING #7  
REC #993382 REF FROM 99925369**

Address: **25 C-BAR TRAIL, PENROSE, CO 81240**

with all its appurtenances.

Date: Nov. 28 2022.

  
\_\_\_\_\_  
Matthew Miller

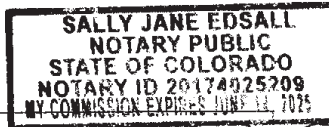
  
\_\_\_\_\_  
Elizabeth Miller

STATE OF COLORADO     )  
  ) ss.  
County of Fremont         )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November 2022, by Matthew Miller and Elizabeth Miller.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_



Notary Public





Order No.: 330-F02410-25

**FNTC**  
**Doc Fee: \$8.80**

### GENERAL WARRANTY DEED

**THIS DEED**, Made this 24th day of March, 2025, between

**Jesse Dacus and Tera Dacus,**

grantor, and

**Dennis Avery and Colleen Avery, in joint tenancy**

whose legal address is 25 C-Bar Trl., Penrose, CO 81240,

grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of **Eighty-Eight Thousand And No/100 Dollars (\$88,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

also known by street and number as 31 C-Bar Trl., Penrose, CO 81240

**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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

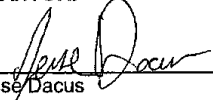
**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

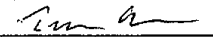
The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

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

**GRANTOR:**

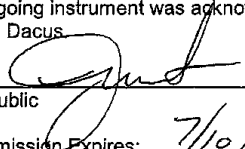
  
\_\_\_\_\_  
Jesse Dacus

  
\_\_\_\_\_  
Tera Dacus

**GENERAL WARRANTY DEED**  
(continued)

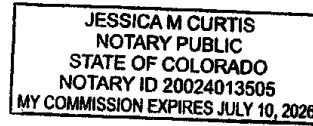
STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 20 day of March, 2025, by Jesse Dacus and Tera Dacus.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/10/26

(SEAL)



POWER OF ATTORNEY MAY AFFECT YOUR LEGAL RIGHTS, LEGAL ADVICE SHOULD BE OBTAINED IN THE  
DRAFTING OF ANY POWER OF ATTORNEY



**POWER OF ATTORNEY - BUYER**

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Dennis Avery, of the County of Fremont, Colorado reposing special trust and confidence in Colleen P. Avery, of the County of Fremont State of Colorado have made, constituted and appointed, and by these presents do make, constitute and appoint Colleen P. Avery to be my true and lawful agent, to act for me and in my name, place and stead, to purchase and accept the following property:

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

Also known by street address as: 31 C-Bar Trl, Penrose, CO 81240-9079

or any interest in said land for such price as to my agent may seem advisable.

My agent is hereby authorized to sign, seal and deliver, as my act and deed any contract, deed, deed of trust, promissory note, agreement, for purchase or any other document required, including but not limited to the HUD-1 form and the Closing Disclosure, in such manner that the estate and interest in said land may be effectually conveyed and assured to me, or to such other person or entity as my agent may name or appoint; and I hereby declare that any and all of the contracts, deeds, receipts, notes, or matters and things which shall be given by my agent, made or done for the aforesaid purposes, shall be as good, valid, and effectual as if they had been signed, sealed and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the premises by virtue of these presents.

My said agent is hereby authorized to apply the consideration or purchaser price arising from the purchase of said land or any interest therein. If funds are received at time of closing from any lender which requires endorsement, my agent is authorized to endorse and/or cash said check or draft to complete the purchase of the above described property.

This power of attorney shall continue to be effective even though I become disabled, incapacitated, or incompetent.

My agent may not delegate the power constituted in them by this power of attorney despite any contrary provisions of any applicable law or regulation.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

  
Dennis Avery

FEB 24, 2025  
Date

~~STATE OF~~ Camp Lemonnier Djibouti, Africa  
~~COUNTY OF~~

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2025 by Dennis Avery.

  
Notary Public

Witness my hand and official seal.

My Commission Expires: 10 JAN 2026

(SEAL)

Power of Attorney - Buyer

COB 0126.docx Updated: 06/03/24

LNI Samantha Ramon, U.S. Navy

Command Legalman

Notary Public

Under the authority of 10 U.S.C. § 1044a

Commission Expires: 10 JAN 2026



**EXHIBIT "A"**  
Legal Description

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

**WARRANTY DEED**

**THIS DEED**, made this 9th day of February, 2024, between

**Katherine N. Bamberger**

of County of **Fremont**, State of **Colorado**, grantor, and

**Jesse Dacus and Tera Dacus, in Joint Tenancy**

whose legal address is **608 Hilltop Drive, Colorado Springs, CO 80905**, grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **SIXTY NINE THOUSAND AND 00/100 (69,000.00)**, 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Fremont** and State of **Colorado** described as follows:

**Lot 5, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado**

as known by street and number as: **31 C-Bar Trail, Penrose, CO 81240**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

**General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

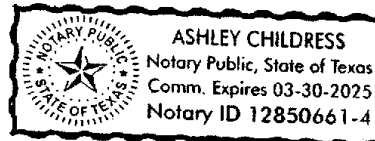
  
Katherine N. Bamberger

STATE OF TEXAS  
COUNTY OF **Montgomery**

The foregoing instrument was acknowledged before me this **3rd** day of February, 2024, by Katherine N. Bamberger.

  
Notary's Official Signature

My Commission Expires: **03/30/2025**



## WARRANTY DEED

THIS DEED, made this 5th day of April, 2022, between

Walker Development Company

of County of Fremont, State of Colorado, grantor, and

Katherine N. Bamberger

whose legal address is 27 Marble Rock Place, Spring, TX 77382, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of FORTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (48,500.00), 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado described as follows:

Lot 5, Top Rail Ranch Estate No. 7, County of Fremont, State of Colorado

as known by street and number as: 31 C-Bar Trail, Penrose, CO 81240

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Walker Development Company

By: 

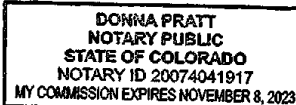
Ron Walker, President

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Ron Walker, President of Walker Development Company.

  
Notary's Official Signature

My Commission Expires:





Order No.: 330-F02410-25

**FNTC**  
**Doc Fee: \$8.80**

### GENERAL WARRANTY DEED

**THIS DEED**, Made this 24th day of March, 2025, between

**Jesse Dacus and Tera Dacus,**

grantor, and

**Dennis Avery and Colleen Avery, in joint tenancy**

whose legal address is 25 C-Bar Trl., Penrose, CO 81240,

grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of **Eighty-Eight Thousand And No/100 Dollars (\$88,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

also known by street and number as 31 C-Bar Trl., Penrose, CO 81240

**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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

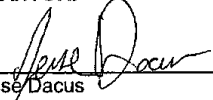
**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

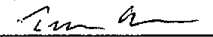
The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

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

**GRANTOR:**

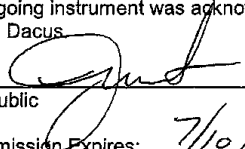
  
\_\_\_\_\_  
Jesse Dacus

  
\_\_\_\_\_  
Tera Dacus

**GENERAL WARRANTY DEED**  
(continued)

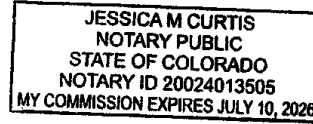
STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 20 day of March, 2025, by Jesse Dacus and Tera Dacus.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/10/26

(SEAL)



POWER OF ATTORNEY MAY AFFECT YOUR LEGAL RIGHTS, LEGAL ADVICE SHOULD BE OBTAINED IN THE  
DRAFTING OF ANY POWER OF ATTORNEY



**POWER OF ATTORNEY - BUYER**

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Dennis Avery, of the County of Fremont, Colorado reposing special trust and confidence in Colleen P. Avery, of the County of Fremont State of Colorado have made, constituted and appointed, and by these presents do make, constitute and appoint Colleen P. Avery to be my true and lawful agent, to act for me and in my name, place and stead, to purchase and accept the following property:

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

Also known by street address as: 31 C-Bar Trl, Penrose, CO 81240-9079

or any interest in said land for such price as to my agent may seem advisable.

My agent is hereby authorized to sign, seal and deliver, as my act and deed any contract, deed, deed of trust, promissory note, agreement, for purchase or any other document required, including but not limited to the HUD-1 form and the Closing Disclosure, in such manner that the estate and interest in said land may be effectually conveyed and assured to me, or to such other person or entity as my agent may name or appoint; and I hereby declare that any and all of the contracts, deeds, receipts, notes, or matters and things which shall be given by my agent, made or done for the aforesaid purposes, shall be as good, valid, and effectual as if they had been signed, sealed and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the premises by virtue of these presents.

My said agent is hereby authorized to apply the consideration or purchaser price arising from the purchase of said land or any interest therein. If funds are received at time of closing from any lender which requires endorsement, my agent is authorized to endorse and/or cash said check or draft to complete the purchase of the above described property.

This power of attorney shall continue to be effective even though I become disabled, incapacitated, or incompetent.

My agent may not delegate the power constituted in them by this power of attorney despite any contrary provisions of any applicable law or regulation.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

  
Dennis Avery

FEB 24, 2025  
Date

~~STATE OF~~ Camp Lemonnier Djibouti, Africa  
~~COUNTY OF~~

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2025 by Dennis Avery.

  
Notary Public

Witness my hand and official seal.

My Commission Expires: 10 JAN 2026

(SEAL)

Power of Attorney - Buyer

COB 0126.docx Updated: 06/03/24

LNI Samantha Ramon, U.S. Navy  
Command Legalman

Notary Public

Under the authority of 10 U.S.C. § 1044a

Commission Expires: 10 JAN 2026

**EXHIBIT "A"**  
Legal Description

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

**WARRANTY DEED**

**THIS DEED**, made this 9th day of February, 2024, between

**Katherine N. Bamberger**

of County of **Fremont**, State of **Colorado**, grantor, and

**Jesse Dacus and Tera Dacus, in Joint Tenancy**

whose legal address is **608 Hilltop Drive, Colorado Springs, CO 80905**, grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **SIXTY NINE THOUSAND AND 00/100 (69,000.00)**, 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Fremont** and State of **Colorado** described as follows:

**Lot 5, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado**

as known by street and number as: **31 C-Bar Trail, Penrose, CO 81240**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

**General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

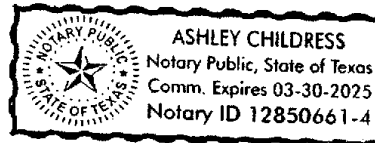
  
Katherine N. Bamberger

STATE OF TEXAS  
COUNTY OF **Montgomery**

The foregoing instrument was acknowledged before me this **3rd** day of February, 2024, by Katherine N. Bamberger.

  
Notary's Official Signature

My Commission Expires: **03/30/2025**





## WARRANTY DEED

THIS DEED, made this 5th day of April, 2022, between

**Walker Development Company**

of County of **Fremont**, State of **Colorado**, grantor, and

**Katherine N. Bamberger**

whose legal address is **27 Marble Rock Place, Spring, TX 77382**, grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **FORTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (48,500.00)**, 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Fremont** and State of **Colorado** described as follows:

**Lot 5, Top Rail Ranch Estate No. 7, County of Fremont, State of Colorado**

as known by street and number as: **31 C-Bar Trail, Penrose, CO 81240**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

**General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

**Walker Development Company**

By: 

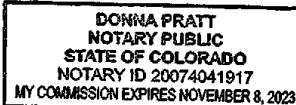
**Ron Walker, President**

**STATE OF COLORADO  
COUNTY OF FREMONT**

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Ron Walker, President of Walker Development Company.

  
Notary's Official Signature

My Commission Expires:



IN WITNESS WHEREOF we have hereunto set our hands and seals the 31st day of May A. D. 1907.

W.F. Schuyler (Seal)  
C. Spiess (Seal)  
K.C. Schuyler (Seal)

STATE OF COLORADO )  
 ) SS.  
CITY AND COUNTY OF DENVER )

Before me Clifford P Gehman a Notary Public within and for the said County, in the State aforesaid, personally appeared W.F. Schuyler, C. Spiess and K. C. Schuyler personally known to me to be the persons who subscribed the foregoing Articles of Incorporation, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of May A. D. 1907.

My Commission expires Oct. 5, 1908

(Notarial Seal) Clifford P Gehman  
Notary Public.

79509  
Warranty Deed  
From Henry R. Wolcott  
To  
Clarence C. Hamlin  
Filed For Record  
at 10:03 A.M.  
June 10 1907  
Geo P Nix Recorder  
By Clark Cooper Deputy.

*Warranty Deed.*

THIS DEED, Made this first day of June A. D. 1907, between Henry R. Wolcott, of the City and County of Denver and State of Colorado, party of the first part, and Clarence C. Hamlin, of the County of El Paso and State of Colorado, party of the second part, WITNESSETH; That the said party of the first part, for and in consideration of the sum of Fifty nine thousand Dollars (\$59000.00) to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all of the following described lots or parcels of land situate, lying and being in the County of Fremont, in the State of Colorado, to-wit:

The Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Eighteen (18) South of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian.

The South Half (S 1/2) of Section Twenty-nine (29), in said Township and Range.

The North Half (N 1/2), the Southeast Quarter of the Southwest Quarter (SE 1/4, SW 1/4), the North half of the Southwest Quarter (N 1/2, SW 1/4), and the Southeast Quarter (S 1/4) of Section Thirty-one (31), in said Township and Range.

All of Section Thirty-two (32), in said Township and Range.

All of Section Thirty-three (33), in said Township and Range.

The Southwest Quarter (SW 1/4) of Section Thirty-four (34), in said Township and Range.

The South Half of the Northwest Quarter (S 1/2, NW 1/4), the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4), the East half of the Southwest Quarter (E 1/2, SW 1/4), the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4), and the Northwest quarter of the Southeast Quarter (NW 1/4, SE 1/4), of Section Six (6), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Four (4), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Three (3), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W 1/2), the West Half of the Southeast Quarter (W 1/2, SE 1/4), the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4) of Section Two (2), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half (E 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Eight (8), Township Nineteen (19) South, Range Sixty-eight (68) West.

The Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4), the Southwest Quarter (SW 1/4), and the West half of the Southeast Quarter (W 1/2, SE 1/4), of Section Nine (9), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Ten (10), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Eleven (11), Township Nineteen (19) South, Range Sixty-eight (68) West.

The Southwest Quarter (SW 1/4), and the West Half of the Northwest Quarter (W 1/2, NW 1/4) of Section Twelve (12), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W 1/2), the West Half of the Northeast Quarter (W 1/2, NE 1/4), and the West Half of the Southeast Quarter (W 1/2, SE 1/4), of Section Thirteen (13), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Fourteen (14), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Fifteen (15), Township Nineteen (19) South, Range Sixty-eight (68) West.

The South Half (S 1/2), and the Northeast Quarter (NE 1/4), of Section Twenty-five (25), township Eighteen (18) South, range Sixty-nine (69) West.

All of Section Thirty-three (33), Township Eighteen (18) South, Range Sixty-nine (69) West.

The South Half (S 1/2), and the Northwest Quarter (NW 1/4), of Section Thirty-four (34), Township Eighteen (18) South, Range Sixty-nine (69) West.

The North Half of the Southwest Quarter (N 1/2, SW 1/4), and the East half of the Southeast Quarter (E 1/2, SE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter (NE 1/4) of Section Eleven (11), Township Nineteen (19) South, of Range Sixty-nine (69) West.

Also: An undivided Three fourths (3/4) interest of, in and to the following described lots and parcels of land situate in said Fremont County, to-wit:

The North Half (N 1/2), and the Southwest Quarter (SW 1/4), of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.

All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4), The West Half of the Northeast Quarter (W 1/2, NE 1/4), the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), and the Northwest Quarter (NW 1/4), of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northwest Quarter (NW 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Also: An undivided One-fourth (1/4) interest of, in and to the following described lots or parcels of land situate in said Fremont County, to-wit:

The North Half (N 1/2), and the Southwest Quarter (SW 1/4), of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.

All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), and the Northwest Quarter (NW 1/4), of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northwest quarter (NW 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Excepting and reserving, however, all oils and gases in, upon or under the lands last described, with the right to use so much of the surface thereof as shall be necessary in removing such oils and gases; the premises affected by this exception and reservation being described as follows, to-wit:

An undivided one-fourth (1/4) interest of, in and to the following described lots or parcels of land situate in said Fremont County, to-wit:

The North Half (N 1/2), and the Southwest Quarter (SW 1/4), of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.

All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), and the Northwest Quarter (NW 1/4), of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northwest Quarter (NW 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Expressly excepting and reserving also all oils and gases in, upon or under, that portion of the land hereby conveyed, with the right to use so much of the surface thereof as shall be necessary in removing such oils and gases, described as follows, to-wit:

The South Half of the Northwest Quarter (S 1/2, NW 1/4), the North Half of the South west Quarter (N 1/2, SW 1/4), the Southwest quarter of the Northeast Quarter (SW 1/4, NE 1/4), and the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), of Section Six (6), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half of the Southwest Quarter (W 1/2, SW 1/4) of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half (E 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W 1/2), and the Southeast Quarter (SE 1/4), of Section Eight (8), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half of the Southwest Quarter (W 1/2, SW 1/4) of Section Fifteen (15), Township Nineteen (19) South, Range Sixty-eight (68) West.

The Northeast Quarter (NE 1/4) of Section Eleven (11), Township Nineteen (19) South, Range Sixty-nine (69) West.

The East Half of the Southeast Quarter (E 1/2, SE 1/4), and the North Half of the Southwest Quarter (N 1/2, SW 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Reserving also a right of way for all such ditches and laterals as may be necessary to convey water from Beaver Creek for irrigating lands owned by the party of the first part, in Township Nineteen (19) South, of Range Sixty-nine (69) West, and not conveyed to the said second party.

This conveyance is subject to rights of way for all irrigating ditches and laterals and all public highways now located upon the lands hereby conveyed, and the right of way of The Florence and Cripple Creek Railroad Company.

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 what soever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, except as hereinabove limited.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Henry R. Wolcott, party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the

second part, his heirs and assigns, that at the time of the ensembling and delivery of these presents he 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 of all former and other taxes, assessments and incumbrances of whatever kind or nature soever, excepting the taxes assessed for the year 1907 which the party of the second part assumes and agrees to pay; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Henry R Wolcott (Seal)

STATE OF NEW YORK )  
 ) SS.  
County of New York )

I, Philip F W Ahrens a Notary Public within and for said County, in the State aforesaid, do hereby certify that HENRY R. WOLCOTT, personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS My hand and notarial seal this third day of June, A. D. 1907.

My commission expires March 30th 1908

Philip F W Ahrens  
Notary Public.

(Notarial Seal)  
( D:S:5:29:07)

79510  
QUIT CLAIM DEED.  
From Henry R. Wolcott  
To  
Clarence C. Hamlin.  
Filed for Record  
June 10 1907  
at 10:04 A.M.  
Geo P Nix Recorder  
By Ed Minor Deputy.

#### QUIT CLAIM DEED.

This Deed, Made this first day of June, in the year of our Lord One Thousand Nine Hundred and Seven, between Henry R. Wolcott, of the City and County of Denver, State of Colorado, of the first part, and Clarence C. Hamlin, of the County of El Paso, in the State of Colorado, of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of One thousand Dollars (\$1000.00) to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remises, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate, situate, lying and being in the County of Fremont and State of Colorado, to-wit: The North Half of the Northeast Quarter ( N 1/2, NE 1/4), the Southeast Quarter of the Northeast Quarter ( SE 1/4, NE 1/4), and the Northeast Quarter of the Southeast Quarter ( NE 1/4, SE 1/4), of Section Six (6), Township Nineteen (19) South, of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian. The East half of the Southeast Quarter ( E 1/2, SE 1/4) of Section Nine (9), Township Nineteen (19) South, of Range Sixty-eight (68) West. The West Half of the Southwest Quarter ( W 1/2, SW 1/4) of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West. The East Half ( E 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.

This conveyance is subject to rights of way for all irrigating ditches and laterals and all public highways now located upon the lands hereby conveyed.

TO HAVE AND TO HOLD The same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the said party of the second part, his heirs and assigns forever, except as above limited.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Henry R Wolcott ( Seal)

State of New York )  
 ) SS.  
County of New York )

I, Philip F W Ahrens a Notary Public within and for said County, in the State aforesaid, do hereby certify that Henry R. Wolcott, personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS MY Hand and Notarial Seal this third day of June, A. D. 1907.

My Commission expires March 30th 1908

Philip F W Ahrens  
Notary Public.

(Notarial Seal)  
( D:S:5:29:07)

See Page 567

2:35  
10:00  
23

SUBDIVISION IMPROVEMENTS AGREEMENT

FREMONT COUNTY, COLORADO

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of Aug., 1994, between WALKER Development Company, hereinafter called the "Subdivider" and the Board of County Commissioners of Fremont County, Colorado, hereinafter called the "County".

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of Filing #1 Top Rail Ranch Estate, wishes to enter into a Subdivision Improvements Agreement as provided for by Section 30-28-137, C.R.S. 1973, as amended; and,

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgement of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on "EXHIBIT A" attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced public improvements by means of Payment Bond (plat restriction, irrevocable letter of credit, completion-performance bond, cash escrow, plat escrow, promissory note and first deed of trust).

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. The Subdivider agrees to construct and install, at his sole expense, all of those public improvements as set forth on "EXHIBIT A".

2. The Subdivider agrees that all of those certain public improvements to be completed as indentified on "EXHIBIT A" shall be constructed in compliance with the following:

a. All final plat documents submitted prior to or at the time of final plat approval.

b. All applicable laws and regulations of the United States, State of Colorado, County of Fremont, and its various agencies, affected special districts, and/or servicing authorities.

c. Such other designs, drawings, maps specifications, sketches and other matter submitted to and approved by any of the above-stated authorities.

3. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide security and collateral in the form of (insert one of the following):

- a) a plat restriction appearing on the face of the plat which reads as follows:
- b) a plat restriction by separate agreement which reads as follows:
- c) an irrevocable letter of credit from \_\_\_\_\_ Bank in the amount of \$ \_\_\_\_\_.
- d) a completion-performance bond issued by Employers Mutual corporate surety in the amount of \$ 29,300<sup>00</sup>.
- e) a cash escrow in the amount of \$ \_\_\_\_\_ to be held by \_\_\_\_\_ as escrow agent.
- f) a plat escrow
- g) a promissory note in the amount of \$ \_\_\_\_\_ together with a first deed of trust of lands not included within the subdivision.

4. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. 1973, as amended, that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a subdivision improvements agreement shall have the authority to bring an action in any District Court to compel the enforcement of any subdivision improvements agreement on the sale, transfer, or conveyance of any such lot, lots, tract or tracts of land or if any other provision of this article. Such authority shall include the right to compel rescission of any sale, transfer, or conveyance of any lot, lots, tract or tracts of land contrary to the provisions of any such restriction set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by Fremont County or otherwise prior to the commencement of construction on any such lot, lots, tract or tracts of land.

5. It is further mutually agreed that pursuant to the provisions of Section 30-28-137 (2) C.R.S. 1973, as amended, that as improvements are completed, the Subdivider may apply to the County for a release for all or a part of the collateral deposited with said Board. Upon inspection and approval, the County shall release said collateral. If the County determines that any such improvements are not constructed in substantial compliance with the specifications it shall furnish the

Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the County determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the County may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvement(s) in accordance with the specifications.

6. The subdivider(s) agrees to provide the County with a title insurance commitment or other evidence of title at time of final platting evidencing that fee simple title of all lands in the subdivision is vested totally with the Subdivider free of any and all liens and encumbrances, or, if not, to provide the County with a fully executed Ratification Statement from all lien holders.

7. The County agrees to approval of the final plat of Filing # 1 TOP RAIL Ranch Estates Subject to the terms and conditions of this agreement.

8. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

COUNTY OF FREMONT, STATE OF COLORADO  
BY [Signature]  
Chairman, Board of County Commissioners,  
Fremont County, Colorado

ATTEST: [Signature]  
Fremont County Clerk & Recorder

STATE OF COLORADO )  
COUNTY OF FREMONT ) SS

The foregoing Subdivision Improvements Agreement was acknowledged before me on 13 day of August, 1994, by Thomas M. Doyle,  
Chairman, Fremont County Board of Commissioners.

Witness my hand and official seal:

My commission expires- 9-29-96 [Signature]  
Notary Public

SUBDIVIDER

TOP RAIL Ranch Estates by Ron Walker  
Subdivision Name

STATE OF COLORADO )  
COUNTY OF FREMONT ) SS

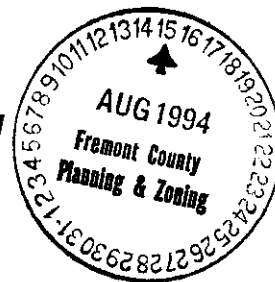
The foregoing Subdivision Improvements Agreement was acknowledged before me on 13 day of August, 1994, by Ron Walker,  
Subdivider.

My Commission expires 6/14/95 [Signature]  
Notary Public

622501 B-1195 P-48 09/01/94 02:35P PG 3 OF 4



AZCO CONSTRUCTION



PROPOSAL

622501 B-1195 P-49 09/01/94 02:35P PG 4 OF 4

Submitted To: Walker Development  
Ron Walker, President

Date: August 12, 1994

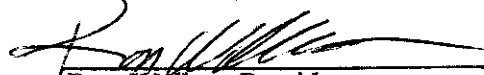
We hereby submit estimate for: Street Improvements  
Top Rail Ranch Estates  
Filing I

Item	Quantity	Amount
1. Base 6 1/2"	1240 ton	\$ 5000.00
2. Paving 2" Asphalt	730 ton	\$21000.00
3. Subgrade Prep		\$ 2000.00
4. Culverts	2-18", 1-24"	\$ 1000.00
5. Signs		\$ <u>300.00</u>
Total Proposal		\$29,300.00

Azco Construction, Inc.

  
Shelley Rossi

Accept: Walker Development Co.

  
Ron Walker, President

ARIZONA/COLORADO

2055 Highway 50 • Penrose, CO 81240 • (719) 372-6872 • FAX (719) 372-0418



DECLARATION OF PROTECTIVE COVENANTS

OF

TOP RAIL RANCH

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS PHANTOM DEVELOPMENT CORPORATION, a Colorado Corporation, hereinafter called Declarant, is the owner of all seventy nine (79) Tracts in TOP RAIL RANCH Subdivision, situate in the County of Fremont and State of Colorado. ("Tracts" may be referred to as "lots" in these covenants and on the plat and, if so, those terms shall be interchangeable.)

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to tracts in said tract of land, said Declarant hereby declares to and agrees with each and every person who shall be or shall become owner of any of said tracts, in addition to the ordinances of the County of Fremont, Colorado, that they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:

1. INTENT AND USE: It is the intent of these covenants to protect the value and attractiveness of said property in keeping with the right of property owners to enjoy their property free of nuisances, undue noise, and danger. Said property is for rural residential use.

2. DWELLINGS AND SETBACKS: No improvements of any kind other than plantings shall be placed on any lot without the prior written approval of Declarant. A building permit is required by Fremont County prior to any construction. The minimum ground floor area of the main dwelling shall be twelve hundred (1200) square feet exclusive of garage and shall be constructed on a permanent foundation. No structure of a temporary character, trailer, mobile home, house trailer, tent, shack, barn, garage, storage shed or other outbuilding shall be used on any lot at any time as a residence. All construction must be completed within eighteen (18) months from starting date. Structures, including dwellings, outbuildings, corrals, etc., shall be set back a minimum of seventy-five (75) feet from front lot lines and seventy-five (75) feet from side and rear lot lines. Barns and corrals shall be a minimum of one hundred (100) feet from any

dwelling or any adjacent lot. Minor exceptions to size and setbacks due to architectural design or dwelling location may be granted by Declarant. Notwithstanding anything in this paragraph to the contrary, the Declarant may maintain a temporary mobile home or other temporary structure as a sales office, and owners may maintain a temporary structure for a period of up to eighteen (18) months during which time a permanent residence is being constructed on the subject lot.

3. REFUSE, RUBBISH AND NUISANCE: Rubbish, trash, garbage and other waste shall be kept and disposed of in a sanitary manner, and containers shall be kept in a clean, sanitary condition; they shall not be placed along any road at the front of a lot. Equipment and other material of a detached or non-permanent nature shall be properly segregated and organized upon the premises in such manner as not to be visually objectionable; it shall be stored to the rear of buildings away from roads. Junk and litter are not permitted. No lot shall be used for the storage of junked, wrecked and dismantled vehicles unless kept within an enclosed building. No lot shall be used for the storage or sale of used cars or other equipment.

No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. CLEARING OF TREES: Approval shall be obtained from the Declarant to cut down or clear any trees on any tract, except dead trees, or for infestation control. Owners of lots shall dispose of such cleared trees in a way to prevent accumulations of brush, stumps, trash or other materials which may constitute a fire hazard or render a tract unsightly, provided, however, that this shall not operate to restrict purchasers from storing fireplace wood in neat stacks on their tracts. Owners are responsible for immediately removing diseased trees on their property which might contaminate or spread to adjacent trees and lots, and to meet any other Colorado State Forest Service requirements pertaining to thinning of trees, or removal or treatment of parasite infested trees. The costs shall be charged to owner. If unpaid, such costs may become a lien on the property.

5. EASEMENTS: Easements exist for installation and maintenance of utilities, roadways, drainage facilities and such other purposes incident to development of the property; they are reserved on, over and under a strip of land ten (10) feet wide along either side of all side and rear lot lines, and twenty (20) feet along all front lot lines and along the subdivision boundaries, and as otherwise shown on the recorded plat. Such easements shall be kept open and readily accessible. If a purchaser

buys contiguous lots, easements and setbacks shall apply to each lot unless the purchaser formally vacates the common lot line through the appropriate government agencies. Tract owners are responsible for providing access to utility companies and other government agencies who have reason to use said easements, and if damage is done to fences, shrubbery or plantings in said easements, tract owners have no recourse against said agencies, Declarant, or Property Owners Association, if one is formed. No building or similar structure may be placed within the easements unless vacated by agencies involved, and approved by the Declarant. Easements shall also be established for any irrigation lines currently on the property.

6. FENCES: Existing boundary fences shall not be removed, but may be reset to conform to staked property lines and/or be rebuilt as necessary. Declarant shall not be responsible for or defend against adverse possession suits based on external boundary survey differences.

7. ANIMALS: No animals will be kept or raised on any lot in such a way as to cause a nuisance or create a noxious use. If formed, the owners association shall have the power to promulgate regulations restricting and governing animals' occupancy and operations on the lots, within the spirit of this paragraph.

8. SIGNS: No sign of any kind shall be displayed on any lot, except signs of not more than six (6) square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, or small signs designed for use by professional people. Declarant reserves the right, in their sole discretion, to require a different sign or removal, or to remove any sign which they feel is inappropriate or superfluous.

9. WATER AND SEWAGE: Water shall be furnished by individual wells, installed at the expense of tract owners. All state and local laws and regulations with regard to well construction and use shall be complied with by the lot owners. Sewage disposal systems shall be the responsibility of each lot owner, and each lot owner shall comply with state and county requirements. Privies and outhouses are prohibited.

10. OWNERS ASSOCIATION: On the affirmative vote of at least sixty percent (60%) of lot owners (1 vote per lot), or by Declarant establishing such upon sale of 50% of the lots, a property owners association may voluntarily be formed, and if such association is formed, membership shall be properly and legally organized with dues, assessments, fees, bylaws, directors and officers; and liens may be filed against properties on which dues, fees and assessments have not been promptly paid. Such owners association shall be a nonprofit Colorado Property Owners

Association. If, at the time the owners association is formed, Declarant owns lots or Declarant later repossesses or forecloses on any lots, those lots, until resold to third parties, shall not be assessed dues, fees or assessments.

11. RIGHTS OF DECLARANT: Declarant, its heirs, successors or assigns, expressly reserves the right:

A. To add additional restrictions to existing Covenants, however, such restrictions shall not apply to current land owners.

B. To deviate on minor items so long as the intent of these Covenants is not changed.

C. To maintain advertising, entrance, safety and directional signs throughout the property on any tract, if deemed necessary by Declarant.

12. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds majority of the then owners of the tracts (1 vote per tract) has been recorded, terminating these covenants. These covenants may be amended at any time by a two-thirds majority vote of all property owners (1 vote per tract). All changes shall be legally drawn and formally recorded with the Fremont County Clerk and Recorder.

13. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Covenants are for the use, convenience and protection of all property owners. Declarant, Homeowners Association, if formed, or any individual tract owner may act to enforce the covenants; none of the foregoing, however, are obligated to do so. Declarant and the Property Owner's Association, together or separately, or through authorized agents or employees further reserve the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants and after twenty (20) days notice to owner, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, which expense, if not paid by owner within thirty (30) days of billing, shall become a lien on the property and such entry and abatement or removal shall not be deemed a trespass. Property owners in TOP RAIL RANCH expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is

necessary to prohibit a covenant violation and a violation is established, the violator(s) shall pay, and agree to pay, all costs of the enforcement proceeding, including reasonable attorneys fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions, but they shall remain in full force and effect.

14. LIENS: Non-payment of fees incurred by Declarant in enforcing correction of a bona fide violation of these covenants or in abatement or removal, or in conjunction with an owner's association, if formed, as covered in these Protective Covenants, shall result in a recorded lien being placed on the lot and/or lot interest owned by the violator(s), including improvements thereon, said lien to bear interest at eighteen percent (18%) per annum or two percent (2%) above the prime rate of the United Bank of Colorado Springs, whichever is higher, from the date filed. Declarant and/or Owner's Association are empowered to file such liens as are appropriate if within thirty (30) days of written notification to owner of amount due, owner has not made payment in full. Such lien shall run with the land unless said property is repossessed by Declarant, its successors or assigns, in which case the lien shall become null and void and shall be hereby released at that time. Continued failure to pay such liens may result in foreclosure on the entire property in order to enforce payment.

15. DECLARANT MAY ASSIGN: The Declarant may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

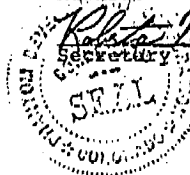
16. LIMITATION OF LIABILITY OF DECLARANT, AND CERTAIN PERSONS ASSOCIATED WITH THE OWNERS ASSOCIATION: Neither the Declarant, any person serving on the Board of Directors of the Owners Association, any person serving on a committee for the Association, or any employee of the Association, shall be held liable for actions taken or omissions made in the performance of duties in such capacity, except for acts or omissions not in good faith and intentionally wanton and willful. This liability limitation shall be in addition to any other defenses or liability limitations allowed by the Colorado Corporation Code, the Colorado Nonprofit Corporation Code, or any other statute, law or regulation.

17. SEVERABILITY: In the event any one or more of the provisions of these covenants, conditions or restrictions shall be

declared for any reason by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so declared to be void, but all of the remaining covenants, conditions and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

18. **DISCLAIMER:** Declarant makes no representation or warranties with respect to availability of water, water rights, the physical supply of water, or mineral rights. This disclaimer is in addition to any disclaimers, liability limitations, or releases contained in any sales agreements or conveyance documents pertaining to the lots.

ATTEST:

  
Roberta Marshall  
Secretary

PHANTOM DEVELOPMENT CORPORATION

By: George B. Marshall, Pres  
George B. Marshall, President

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of AUGUST, 1989, by George B. Marshall, as President, and ROBERTA MARSHALL, as Secretary, of Phantom Development Corporation.

Witness my hand and official seal.

My commission expires: NOV. 27, 1989



Stanley C. Hines  
Notary Public

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DECLARATION OF PROTECTIVE COVENANTS  
OF  
TOP RAIL RANCH  
FILINGS IV THROUGH XIII

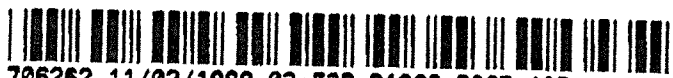
KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS WALKER DEVELOPMENT COMPANY, A Colorado Corporation, hereinafter called Declarant, is the developer of all Tracts in TOP RAIL RANCH ESTATES, situate in the County of Fremont and State of Colorado. ("Tracts" may be referred to as "lots" in these covenants and on the plat and, if so, these terms shall be interchangeable.)

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to tracts in Filing IV and any subsequent filings excluding all business/commercial lots South of 16<sup>th</sup> Street that front R Street or Western Drive, said Declarant hereby declares to and agrees with each and every person who shall be or shall become owner of any said tracts, in addition to the ordinances of the County of Fremont, Colorado, that they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:

1. INTENT AND USE: It is the intent of these covenants to protect the value and attractiveness of said property in keeping with the right of property owners to enjoy their property free of undue noise and danger. Said property is for rural residential use.

2. DWELLINGS AND SETBACKS: No structures shall be erected within the Subdivision except single-family dwellings with an attached garage for a minimum of two (2) cars, and those accessory buildings and accessory structures which have been approved by the Declarant. No improvements of any kind other than plantings shall be placed on any lot without the prior written approval of Declarant. Any barns or outbuildings shall be of the same colors and shall harmonize in appearance with the dwelling situated on the same lot. Approval of barns or outbuildings shall be subject to the said standards applied to all buildings in the Subdivision as set forth herein. A building permit is required by Fremont County prior to any construction. No dwelling shall be erected which, exclusive of porches, patios, covered but enclosed areas, garages and any attached accessory building, has a gross living floor area of less than fourteen hundred (1400) square feet if a single-



story dwelling, or less than eighteen (1800) square feet if a multi-level dwelling and shall be constructed on a permanent foundation. No dwelling or other structure shall be more than two stories in height not to exceed thirty (30) feet measured from the top of foundation or basement wall except with the prior written permission of the Declarant. The foundation of any structure not to exceed two (2) feet in height above the existing ground level at excavation site. No structure of a temporary character, trailer, mobile home, house trailer, tent, shack, barn, garage, storage shed, or other outbuilding shall be used on any lot at any time as a residence. All construction must be completed within twelve (12) months after commencement of construction. Barns, outbuildings, accessory buildings, etc. must be completed within six (6) months after commencement of construction. Structures, including dwellings, outbuildings, etc., shall be set back a minimum of seventy-five (75) feet from front lot lines and seventy-five (75) feet from side and rear lot lines. Barns and corrals shall be a minimum of seventy-five (75) feet from any dwelling or any adjacent lot. Minor exceptions to size and setbacks due to architectural design or dwelling location may be granted by Declarant. Notwithstanding anything in this paragraph to the contrary, the Declarant may maintain a temporary mobile home or other temporary structure as a sales office for a reasonable and necessary period of time as long as such mobile home is being used for active sales work.

Each owner shall maintain the exterior of the dwelling, any barns or outbuildings, fences and all other structures, lawns and landscaping, walks and driveways, in first class condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. If the owner fails to properly perform such maintenance, the Declarant may, after giving thirty (30) days written notice, affect such repairs and maintenance as it deems necessary in its judgement to maintain the standards of the Subdivision, at the owners expense.

**3. REFUSE, RUBBISH AND NUISANCE:** Rubbish, trash, garbage and other waste shall be kept and disposed of in a sanitary manner, and containers shall be kept in a clean, sanitary condition, they shall not be stored along any road at the front of a lot. Equipment and other material of a detached or nonpermanent nature shall be properly segregated and organized upon the premises in such manner as not to be visually objectionable, and it shall be stored to the rear of buildings away from roads. Junk and litter are not permitted. No lot shall be used for the storage of junked, wrecked, unlicensed or inoperable dismantled vehicles unless kept within an enclosed building. The owner of a lot in the Subdivision may park up to five (5) operational (licensed and titled) automobiles, or three (3) operational automobiles and two (2) operational recreational vehicles on the lot. No lot shall be used for the storage or sale of used cars or other equipment.

No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.



**4. REBUILDING OR RESTORATION:** Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to the slightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months from the time the damage occurred.

**5. CLEARING OF TREES:** Approval shall be obtained from the Declarant to cut down or clear any trees on any tract, except dead trees, or for pest or disease control. Owners of lots shall dispose of such cleared trees in a way to prevent accumulations of brush, stumps, trash or other materials which may constitute a fire hazard or render a tract unsightly, provided, however, that this shall not operate to restrict purchasers from storing fireplace wood in neat stacks on their tracts. Owners are responsible for immediately removing diseased trees on their lots, and to meet any other Colorado State Forest Service requirements pertaining to thinning of trees, or removal or treatment of parasite infested trees. The costs shall be charged to owner. If unpaid, such costs may become a lien on the property.

**6. EASEMENTS:** Easements exist as indicated on the plat for installation and maintenance of utilities, roadways, drainage facilities, weed cutting or removal and such other purposes incident to development of the property, they are reserved on, over and under a strip of land ten (10) feet wide along either side of all and rear lot lines, and twenty (20) feet along all front lot lines and along the Subdivision boundaries, and as otherwise shown on the recorded plat. Such easements shall be kept open and readily accessible. If a purchaser buys contiguous lots, easements and setbacks shall apply to each lot unless the purchaser formally vacates the common lot line through the appropriate government agencies. Tract owners are responsible for providing access to utility companies and other government agencies who have reason to use said easements, and if damage is done to fences, shrubbery or plantings in said easements, tract owners have no recourse against said agencies, Declarant, or Property Owner's Association, if one is formed. No building or similar structure may be placed within the easements unless vacated by agencies involved, and approved by the Declarant. Easements shall also be established for any irrigation lines currently on the property.

**7. FENCES:** Existing boundary fences shall not be removed, but may be reset to conform to staked property lines and/or be rebuilt as necessary. Declarant shall not be responsible for or defend against adverse possession suits based on external boundary survey differences. All white PVC fence on street side shall be maintained in its original condition and shall not be removed and replaced with any other type of fence.

**8. WEEDS:** All yards and open spaces and the entire area of every lot on which no building has been constructed or on which no permanent pasture or natural terrain has been maintained shall be kept mowed. The owner of any lot shall mow weeds or other

unsightly growth and shall remove any trash which may collect or accumulate on the lot.

**9. GRADING PATTERNS:** No material change may be made in the ground level, slope, pitch or drainage patterns of any lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Declarant. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from building and so as to protect foundations and footings from excess moisture and so as to facilitate the efficient and uninterrupted operation of the storm water drainage systems for the Subdivision.

**10. OUTDOOR LIGHTING:** No dusk to dawn or darkness activated lighting will be permitted on any lot. Motion activated lights are allowed.

**11. ANIMALS:** No animals will be kept or raised on any lot in such a way as to cause a nuisance or create a noxious use. One (1) animal unit [as defined by Fremont County Zoning Regulations] allowed per each thirty thousand (30,000) square feet. All animal refuse shall be properly disposed of and not allowed to accumulate or create an offensive sight or odor to any property. Declarant and, if formed, the Property Owner's Association, shall have the power to promulgate regulations restricting and governing animals' occupancy and operations on the lots, within the spirit of this paragraph.

**12. SIGNS:** No sign of any kind shall be displayed on any lot, except signs of not more than six (6) square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, or small signs designed for use by professional people.

**13. WATER AND SEWAGE:** Water shall be furnished by a public water service. Sewage disposal systems shall be the responsibility of each lot owner, and each lot owner shall comply with state and county requirements. Privies and outhouses are prohibited.

**14. PROPERTY OWNERS ASSOCIATION:** On the affirmative vote of at least sixty percent (60%) of lot owners (one vote per tract), or by Declarant establishing such upon sale of fifty percent (50%) of the lots, a property owner's association may voluntarily be formed. Upon purchase of a lot, the property owner shall become a member of such association. Membership rights and responsibilities with respect to dues, assessments, fees, bylaws, directors and officers, and liens filed against properties on which dues, fees and assessments have not been promptly paid shall be governed by the legal documents of formation. Such property owner's association shall be a nonprofit entity. If, at the time the property owner's association is formed, Declarant owns lots or Declarant later repossesses or forecloses on any lots, those lots, until resold to third parties, shall not be assessed dues, fees or assessments.



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5 of 7 R 35.00 D 0.00 N 0.00 FREMONT COUNTY, CO

15. RIGHTS OF DECLARANT: Declarant, its heirs, successors or assigns, expressly reserves the right:

A. To add additional restrictions to existing Covenants, however, such restrictions shall not apply to current land owners without their express written consent.

B. To deviate on minor items so long as the intent of these Covenants is not changed.

C. To maintain advertising, entrance, safety and directional signs throughout the property on any tract, if deemed necessary by Declarant.

16. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds majority of the then owners of the tracts (one vote per tract) has been recorded which terminates these covenants. These covenants may be amended at any time by a two-thirds majority vote of all property owners (one vote per tract). All changes shall be legally drawn and formally recorded with the Fremont County Clerk and Recorder.

17. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Covenants are for the use, convenience and protection of all property owners. Declarant, Property Owner's Association, or any individual tract owner may act to enforce the covenants, none of the foregoing, however, are obligated to do so. Property owners in TOP RAIL RANCH ESTATES expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation and a violation is established, the violators shall pay, and agree to pay, all costs of the enforcement proceeding, including reasonable attorneys fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions, but they shall remain in full force and effect.

18. LIENS: Nonpayment of fees incurred by Declarant in enforcing correction of a bona fide violation of these covenants or in abatement or removal, or in conjunction with a property owner's association, if formed, as covered in these Protective Covenants, may be reduced to judgment and upon recording result in a lien being placed on the lot and/or lot interest owned by the violator (s), including improvements thereon, said lien to bear



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6 of 7 R 35.00 D 0.00 N 0.00 FREMONT COUNTY, CO

interest at eighteen percent (18%) per annum or two percent (2%) above the prime rate of the United Bank of Colorado Springs, whichever is higher, from the date filed. Continued failure to pay such liens may result in foreclosure on the entire property in order to enforce payment.

19. DECLARANT MAY ASSIGN: The Declarant may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

20. LIMITATION OF LIABILITY OF DECLARANT AND CERTAIN PERSONS

ASSOCIATED WITH THE PROPERTY OWNER'S ASSOCIATION: Neither the Declarant, any person serving on the Board of Directors of the Property Owner's Association, any person serving on a committee for the Association, nor any employee of the Association, shall be held liable for actions taken or omissions made in the performance of duties in such capacity, except for acts or omissions not in good faith and intentionally wanton and willful. This liability limitation shall be in addition to any other defenses or liability limitations allowed by the Colorado Corporation Code, the Colorado Nonprofit Corporation Code, the Colorado Limited Liability Company Code or any other statute, law or regulation.

21. SEVERABILITY: In the event any one or more of the provisions of these covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so declared to be void, but all of the remaining covenants, conditions and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

22. DISCLAIMER: Declarant makes no representation or warranties with respect to availability of water, water rights, the physical supply of water, or mineral rights. This disclaimer is in addition to any disclaimers, liability limitations, or releases contained in any sales agreements or conveyance documents pertaining to the lots.

23. APPLICABILITY: To the extent these covenants may be inconsistent with, or conflict with any other covenants affecting Top Rail Ranch Subdivision, these covenants shall supersede and prevail over any other covenants, with respect to the properties referenced herein, and properties added by the owner(s) consent.

WALKER DEVELOPMENT COMPANY

By: *Ronald Walker*

Ronald Walker, President

STATE OF COLORADO )

COUNTY OF FREMONT )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 1999, by Ronald Walker, as President of Walker Development Company.

WITNESS my hand and official seal.

CONNIE D. YOCKEY  
NOTARY PUBLIC  
STATE OF COLORADO

My commission expires: 8-9-2003

*Connie D. Yockey*  
Notary Public



800235

Page: 1 of 2

02/24/2005 09:40f

NORMA HATFIELD FREMONT CTY CLK&amp;REG CO R 11.00 D 0.00

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## QUIT CLAIM DEED

THIS DEED, Made this 18th day of February, 2005, between  
TOP RAIL RANCH ESTATES, LLC, A COLORADO LIMITED LIABILITY

of the said County of FREMONT and State of COLORADO, grantor, and  
WALKER DEVELOPMENT COMPANY, A COLORADO CORPORATION

whose legal address is 2055 E. HIGHWAY 50  
PENROSE, CO 81240

of the said County of FREMONT and State of COLORADO, grantee:

WITNESS, that the grantor, for and in consideration of the sum of Ten dollars and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents, do remise, release, sell, convey and Quit Claim unto the grantee, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of FREMONT and State of Colorado described as follows:

SEE EXHIBIT "A"

as known by street and number as: VACANT LAND, PENROSE, CO 81240

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any-wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and 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.

TOP RAIL RANCH ESTATES, LLC, A  
COLORADO LIMITED LIABILITY

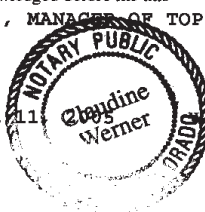
Attest:

By Christopher Jenkins  
CHRISTOPHER JENKINS

State of COLORADO )  
 ) ss.  
County of FREMONT )

The foregoing instrument was acknowledged before me this 18th day of February, 2005, by CHRISTOPHER JENKINS, MANAGER OF TOP RAIL RANCH ESTATES LLC, A COLORADO LIMITED LIABILITY COMPANY

My commission expires August 11, 2005, I witness my hand and official seal.



Claudine Werner  
Notary Public



800235

Page: 2 of 2

02/24/2005 09:40

NORMA HATFIELD FREMONT CTY CLK&amp;REC CO R 11.00 D 0.00

A portion of Outlot A, Top Rail Ranch Estates Filing 4 as recorded in the Fremont County Clerk and Records Office under Reception No. 704902, and a portion of Outlot E, Top Rail Ranch Estates Filing 5 as recorded in the Fremont County Clerk and Records Office under Reception No. 744471, being a portion of Sections 13 and 14, Township 19 South, Range 68 West of the 6th P.M., Fremont County, Colorado, described as follows:

Beginning at the N-N 1/64 common to said Sections 13 and 14, said point is also the South West corner of Lot 7 Block 1 of said filing No. 4; Thence N 89°18'02" E a distance of 382.80' along the south line of said Lot 7 to intersect the Westerly Right of Way line of Top Rail Trail; Thence S 11°01'43" E a distance of 508.62' along said Right of way Top Rail Trail to intersect the Southerly Right of Way of Pleasure Trail as shown on Filing No. 4; Thence S 11°33'33" E a distance of 43.72' leaving said Right of way; Thence S 14°20'52" E a distance of 800.23' ; Thence N 89°39'23" W a distance of 35.02' to intersect an existing wire fence; Thence S 00°49'26" W a distance of 671.85' along said existing wire fence; Thence S 89°12'59" W a distance of 500.51' along said existing wire fence; Thence around a curve to the right through a central angle of 00°46'42" an arc distance of 299.32' a chord bearing of S 89°36'20" W a distance of 299.31' along said existing wire fence; Thence S 89°59'41" W a distance of 513.86' along said existing wire fence to intersect the Easterly Right of way line of C - Bar Trail as shown on said Filing No. 5; Thence N 00°09'40" E a distance of 1073.09' along said Right of Way; Thence around a curve to the left through a central angle of 48°58'42" an arc distance of 239.74' a chord bearing of N 24°33'31" W a distance of 232.51' along said Right of Way to the the South East corner of Lot 6, Block 1 as shown of said Filing No. 5; Thence N 44°30'15" E a distance of 138.99' along the Easterly Line of said Lot 6; Thence N 00°08'45" E a distance of 601.36' along said Easterly Line Lot 6 to the North Easterly corner of said Lot 6; Thence N 89°18'02" E a distance of 665.89' along the North line of Outlot E of said Filing No. 5 to the Point of Beginning. To be Known as Outlot A, Top Rail Ranch Estates Outlots Lot Line Adjustment. Containing 56.68 acres more or less.

Together with

A 20' wide Irrigation and ingress/egress access Easement over and across a portion of Outlot A, Top Rail Ranch Estates Filing No. 4 (Reception No. 704902), and a portion of Outlot E, Top Rail Ranch Estates Filing No. 5 (Reception No. 744471) lying in portions of Section 13, Township 19 South, Range 68 West of the 6th P.M., Fremont County, Colorado, being 10' either side of the Following described Center-line:

Beginning at the SW 1/16 of said Section 13; Thence N 00°29'20" W a distance of 321.25'; Thence N 10°46'03" W a distance of 160.45'; Thence around a curve to the left through a central angle of 23°32'10" an arc distance of 115.02' a chord bearing of N 22°32'08" W a distance of 114.21'; Thence N 34°18'13" W a distance of 365.20'; Thence around a curve to the right through a central angle of 19°57'22" an arc distance of 189.13' a chord bearing of N 24°19'32" W a distance of 188.17'; Thence N 14°20'52" W a distance of 1418.94' to the terminus of said Easement.

**DECLARATION OF PROTECTIVE COVENANTS  
OF  
TOP RAIL RANCH ESTATES  
FILING VII THROUGH COMPLETION**

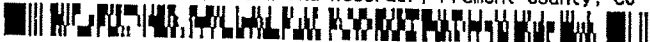
**KNOW ALL PERSONS BY THERE PRESENTS:**

**THAT WHEREAS WALKER DEVELOPMENT COMPANY**, A Colorado Corporation, hereinafter called Declarant, is the developer of Filings VII through Completion in TOP RAIL RANCH ESTATES, situated in the County of Fremont and State of Colorado. ("Tracts" may be referred to as "lots" in these covenants and on the plat and, if so, these terms shall be interchangeable.)

**NOW THEREFORE**, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all subsequent filings, said Declarant hereby declares to and agrees with each and every person who shall be or shall become owner of any said tracts, in addition to the ordinances of the County of Fremont, Colorado, that they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:

**1. INTENT AND USE:** It is the intent of these covenants to protect the value and attractiveness of said property in keeping with the right of property owners to enjoy their property free of undue noise and danger. Said property is for rural residential use. No sub dividing of platted lots, except for out-lots. Accessory dwelling unit (ADU) are not permitted.

**2. DWELLINGS AND SETBACKS:** No structures shall be erected within the Subdivision except single-family dwellings with an attached garage for a minimum of two (2) cars, and those accessory buildings and accessory structures which have been approved by the Declarant. No improvements of any kind other than plantings shall be placed on any lot without the prior writer approval of Declarant. Any barns or outbuildings shall be of the same colors and shall harmonize in appearance with the dwelling situated on the same lot. Approval of barns or outbuildings shall be subject to the said standards applied to all buildings in the Subdivision as set forth herein. A building permit is required by Fremont County prior to any construction. No dwelling shall be erected which, exclusive of porches, patios, covered but enclosed areas, garages and any attached accessory building, has a gross living floor area of less than seventeen hundred (1700) square feet if a single-story dwelling, or less than two thousand (2000) square feet if a multi-level dwelling and shall be constructed on a permanent foundation. All dwellings must be stick built on site. Declarant may allow some alternative building methods such as off-site stick built, metal stud construction, or straw bale homes provided covenants are met. No dwelling or other structure shall be more than two stories in height not to exceed thirty (30) feet measured from the top of foundation or basement wall except with the prior written permission of the Declarant. All dwellings must have an engineered foundation. Pole barns, post & beam, barn-dominiums are not allowed as a permanent residence. The foundation of any structure not to exceed two (2) feet in height above the existing ground level at excavation site. No structure of a temporary character, trailer, mobile home, house trailer, tent, shack, barn, garage, storage shed, or other outbuilding shall be used on any lot at any time as a residence. All construction must be completed within twelve (12) months after commencement of construction. Barns, outbuildings, accessory buildings, etc. must be completed within six (6) months after commencement of construction. Structures, including dwellings, outbuildings, etc., shall be set back a minimum of seventy-five (75) feet from front lot lines and seventy-five feet from side and rear lot lines. Barns and corrals shall be a minimum of seventy-five (75) feet from any dwelling or any adjacent lot. Minor exceptions to size and setbacks due to architectural design or dwelling location may be granted by Declarant.

993314      Pages: 1 of 5  
11/18/2020 02:38 PM R Fee:\$33.00  
Justin D. Grantham, Clerk and Recorder, Fremont County, CO  




Notwithstanding anything in this paragraph to the contrary, the Declarant may maintain a temporary mobile home or other temporary structure as a sales office for a reasonable and necessary period of time as long as such mobile home is being used for active sales work.

Each owner shall maintain the exterior of the dwelling, any barns or outbuildings, fences and all other structures, lawns and landscaping, walks and driveways, in first class condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. If the owner fails to properly perform such maintenance, the Declarant may, after giving thirty (30) days written notice, affect such repairs and maintenance as it deems necessary in its judgment to maintain the standards of the Subdivision, at the owners expense.

**3. REFUSE, RUBBISH AND NUISANCE:** Rubbish, trash, garbage and other waste shall be kept and disposed of in a sanitary manner, and containers shall be kept in a clean, sanitary condition, they shall not be stored along any road at the front of the lot. Equipment and other material of a detached or nonpermanent nature shall be properly segregated and organized upon the premises in such manner as not be visually objectionable, and it shall be stored to the rear of buildings away from roads. Junk and litter are not permitted. No lot shall be used for the storage of junked, wrecked, unlicensed or inoperable dismantled vehicles unless kept within an enclosed building. The owner of a lot in the Subdivision may park up to five (5) operational (licensed and titled) automobiles, or three (3) operational automobiles and two (2) operation recreational vehicles on the lot. No lot shall be used for the storage or sale of used cars or other equipment.

No Marijuana grow, noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**4. REBUILDING OR RESTORATION:** Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months from the time the damage occurred.

**5. CLEARING OF TREES:** Approval shall be obtained from the Declarant to cut down or clear any trees on any tract except dead trees, or for pest or disease control. Owners of lots shall dispose of such cleared trees in a way to prevent accumulations of brush, stumps, trash or other materials which may constitute a fire hazard or render a tract unsightly, provided, however, that this shall not operate to restrict purchasers from storing fireplace wood in neat stacks on their tracts. Owners are responsible for immediately removing diseased trees, on their lots, and to meet any other Colorado State Forest Service requirements pertaining to thinning of trees, or removal or treatment of parasite infested trees. The costs shall be paid by the owner. If unpaid, such costs may become a lien on the property.

**6. EASEMENTS:** Easements exist as indicated on the plat for installation and maintenance of utilities, roadways, drainage facilities, weed cutting or removal and such other purposes incident to development of the property, they are reserved on, over and under a strip of land ten (10) feet wide along either side of all the rear lot lines, and twenty (20) feet along all front lot lines and along the Subdivision boundaries, and as otherwise shown on the recorded plat. Such easements shall be kept open and readily accessible. If a purchaser buys contiguous lots, easements and setbacks shall apply to each lot unless the purchaser formally vacates the common lot line through the appropriate government agencies., Tract owners are responsible for providing access to utility companies and other government agencies who have reason to use said easements, and if damage is done to fences, shrubbery, or plantings in said easements, tract owners have no recourse against said agencies, Declarant, or Property Owner 's Association, if one is formed. No building or similar structure may be placed within the easements unless vacated by agencies involved, and approved by the Declarant. easements shall also be established for any irrigation lines currently on the property.

**7. FENCES:** Existing boundary fences shall be removed, and shall be reset to conform to staked property lines. Declarant shall not be responsible for or defend against adverse possession suits based on external boundary survey differences. White 2 rail PVC fence with 5" X 5" posts, 1 1/2" X 5 1/2" rail approximately 45" + or - 2" from ground to be top of top rail or 48" to top of post on street side shall be installed 12 months after closing and maintained in its original condition at the expense of property owner and shall not be removed and replaced with any other type of fence.

**8. WEEDS:** All yards and open spaces and the entire area of every lot on which permanent pasture or natural terrain has been maintained shall be kept mowed. The owner of any lot shall mow weeds or other unsightly growth and shall remove any trash which may collect or accumulate on the lot.

**9. GRADING PATTERNS:** No material change may be made in the ground level, slope, pitch or drainage patterns of any lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Declarant. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from building and so as to protect foundations and footings from excess moisture and so as to facilitate the efficient and uninterrupted operation of the storm water drainage systems for the Subdivision.

**10. OUTDOOR LIGHTING:** No dusk to dawn or darkness activated lighting will be permitted on any lot. Motion activated lights are allowed.

**11. ANIMALS:** No animals will be kept or raised on any lot in such a way as to cause a nuisance or create a noxious use. One (1) animal unit (as defined by Fremont County Zoning Regulations) allowed per each thirty thousand (30,000) square feet. All animal refuse shall be properly disposed of and not allowed to accumulate or create an offensive sight or odor to any property. Declarant and, if formed, the Property Owner's Association, shall have the power to promulgate regulations restricting and governing animals occupancy and operations on the lots, within the spirit of this paragraph.

**12. SIGNS:** No sign of any kind shall be displayed on any lot, except signs of not more than six (6) square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, or small signs designed for use by professional people.

**13. WATER, SEWAGE AND UTILITIES:** Water shall be furnished by a public water service. Sewage disposal systems shall be the responsibility of each lot owner, and each lot owner shall comply with state and county requirements. Privies and outhouses are prohibited. Power, cable, phone and any other utilities must be placed under ground to any primary and secondary structures. All Utilities should be placed at the recommended depth as prescribed by each utility company.

**14. PROPERTY OWNERS ASSOCIATION:** On the affirmative vote of at least sixty percent (60%) of lot owners (one vote per tract), or by Declarant establishing such upon sale of fifty percent (50%) of the lots, a property owner's association may voluntarily be formed. Upon purchase of a lot, the property owner shall become a member of such association. Membership rights and responsibilities with respect to dues, assessments, fees, bylaws, directors and officers, and liens filed against properties on which dues, fees and assessments have not been promptly paid shall be governed by the legal documents of formation. Such property owner's association shall be a nonprofit entity. If, at the time the property owner's association is formed, Declarant owns lots or Declarant later repossesses or forecloses on any lots, those lots, until resold to third parties, shall not be assessed dues, fees or assessments.

- 15. RIGHTS OF DECLARANT:** Declarant, its heirs, successors or assigns, expressly reserves the right:
- A. To add additional restrictions to existing Covenants, however, such restrictions shall not apply to current land owners without their express written consent.
  - B. To deviate on minor items so long as the intent of these Covenants is not changed.
  - C. To maintain advertising, entrance, safety and directional signs throughout the property on any tract, if deemed necessary by Declarant.

**16. TERM OF COVENANTS:** These covenants and restrictions are to run with the land and shall remain in full force and effect for fifteen (15) years from the date these covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds majority of the then owners of the tracts (one vote per tract) has been recorded which terminates these covenants. These covenants may be amended at any time by a two-thirds majority of the owners (one vote per tract). All changes shall be legally drawn and formally recorded with the Fremont County Clerk and Recorder.

**17. ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Covenants are for the use, convenience and protection of all property owners. Declarant, Property Owner's Association, or any individual tract owner may act to enforce the covenants, none of the foregoing, however, are obligated to do so. Property owners in TOP RAIL RANCH ESTATES expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation and a violation is established, the violators shall pay, and agree to pay, all costs of the enforcement proceeding, including reasonable attorneys fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions, but they shall remain in full force and effect.

**18. LIENS:** Nonpayment of fees incurred by Declarant in enforcing correction of a Bona fide violation of these covenants or in abatement or removal, or in conjunction with a property owner's Association, if formed, as covered in these Protective Covenants, may be reduced to judgment and upon Recording result in a lien being placed on the lot and/or lot interest owned by the violator (s), including Improvements thereon, said lien to bear interest at eighteen percent (18%) per annum or two percent (2%) above the Wall Street Journal prime rate, whichever is higher, from the date filed. Continued failure to pay such liens may result in foreclosure on the entire property in order to enforce payment.

**19. DECLARANT MAY ASSIGN:** The Declarant may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

**20. LIMITATION OF LIABILITY OF DECLARANT AND CERTAIN PERSONS ASSOCIATED WITH THE PROPERTY OWNER'S ASSOCIATION:**

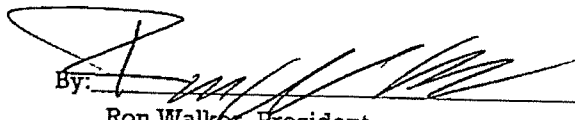
Neither the Declarant, any person serving on the Board of Directors of the Property Owner's Association, Any person serving on a committee for the Association, nor any employee of the Association, shall be held liable for actions taken or omissions made in the performance of duties in such capacity, except for acts or omissions not in good faith and intentionally want on and willful. This liability limitation shall be in addition to any other defenses or liability limitations allowed by the Colorado Corporation Code, the Colorado Nonprofit Corporation Code, the Colorado Limited Liability Company Code or any other statute, law or regulation.

**21. SEVERABILITY:** In the event any one or more of the provisions of these covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so declared to be void, but all of the remaining covenants, conditions and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect

**22. DISCLAIMER:** Declarant makes no representation or warranties with respect to availability of water, Water rights, the physical supply of water, or mineral rights. This disclaimer is in addition to any disclaimers, Liability limitations, or releases contained in any sales agreements or conveyance documents pertaining to the lots.

**23. APPLICABILITY:** To the extent these covenants may be inconsistent with, or conflict with any other Covenants affecting Top Rail Ranch Estates Subdivision, these covenants shall supersede and prevail over any other covenants, with respect to the properties referenced herein, and properties added by the owner(s) consent.

WALKER DEVELOPMENT COMPANY

By:   
Ron Walker, President

STATE OF COLORADO )

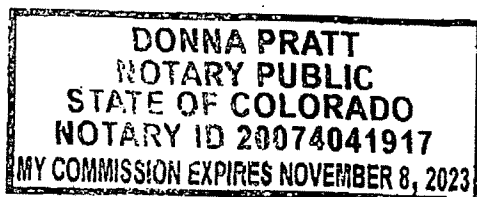
)

COUNTY OF FREMONT )

The forgoing instrument was acknowledged before me the 18th day of  
November, 2020, by Ron Walker, President Walker Development Company

WITNESS my hand and official seal.

My commission expires: 11/08/2023



  
Notary Public



Order No.: 330-F07757-23

Doc Fee: \$55.00

### GENERAL WARRANTY DEED

THIS DEED, Made this 12th day of July, 2023, between

**Grandview Builders, LLC, a Colorado Limited Liability Company,**

grantor, and

**Dennis Avery and Colleen P. Avery, as Joint Tenants**

whose legal address is 25 C-BAR Trail, Penrose, CO 81240,

grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of **Five Hundred Fifty Thousand And No/100 Dollars (\$550,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 6, Top Rail Ranch Estates Filing No. 7,  
County of Fremont, State of Colorado.

also known by street and number as 25 C-BAR Trail, Penrose, CO 81240

**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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

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

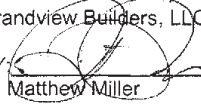
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

**GRANTOR:**

Grandview Builders, LLC, a Colorado Limited Liability Company

BY:

  
Matthew Miller  
Owner

**GENERAL WARRANTY DEED**

(continued)

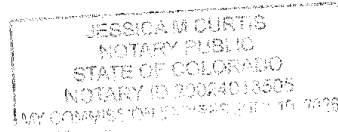
STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 12th day of July, 2023, by Matthew Miller, Managing member of the Grandview Builders, LLC, a Colorado Limited Liability Company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/16/26

(SEAL)



**SPECIAL WARRANTY DEED**

THIS DEED, made this 6th day of January, 2022, between

Walker Development Company

of County of Fremont, State of Colorado, grantor, and

Matthew Miller and Elizabeth Miller, in Joint Tenancy

whose legal address is 3155 Grandview Avenue, Canon City, CO 81212, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of FIFTY THREE THOUSAND AND 00/100 (53,000.00), 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, his heirs and assigns forever, not in tenancy in common, but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the county of Fremont and State of Colorado described as follows:

Lot 6, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado

as known by street and number as: 25 C-Bar Trail, Penrose, CO 81240

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the grantee(s) and his heirs and assigns forever. The grantor(s), for themselves, and their heirs and personal representatives or successors, do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantor(s), heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Walker Development Company

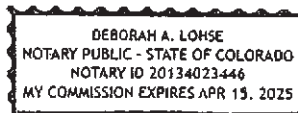
By:   
Ron Walker, President

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 6th day of January, 2022, by Ron Walker, President of Walker Development Company.

  
Notary's Official Signature

My Commission Expires: 4/15/25





Order No.: 330-F02410-25

**FNTC**  
**Doc Fee: \$8.80**

### GENERAL WARRANTY DEED

**THIS DEED**, Made this 24th day of March, 2025, between

**Jesse Dacus and Tera Dacus,**

grantor, and

**Dennis Avery and Colleen Avery, in joint tenancy**

whose legal address is 25 C-Bar Trl., Penrose, CO 81240,

grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of **Eighty-Eight Thousand And No/100 Dollars (\$88,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

also known by street and number as 31 C-Bar Trl., Penrose, CO 81240

**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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

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

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

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

**GRANTOR:**

A handwritten signature of Jesse Dacus in black ink, written over a horizontal line.  
Jesse Dacus

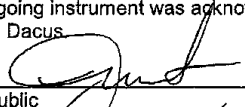
A handwritten signature of Tera Dacus in black ink, written over a horizontal line.  
Tera Dacus



**GENERAL WARRANTY DEED**  
(continued)

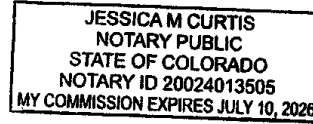
STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 20 day of March, 2025, by Jesse Dacus and Tera Dacus.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/10/26

(SEAL)



POWER OF ATTORNEY MAY AFFECT YOUR LEGAL RIGHTS, LEGAL ADVICE SHOULD BE OBTAINED IN THE  
DRAFTING OF ANY POWER OF ATTORNEY



**POWER OF ATTORNEY - BUYER**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, I, Dennis Avery, of the County of Fremont, Colorado reposing special trust and confidence in Colleen P. Avery, of the County of Fremont State of Colorado have made, constituted and appointed, and by these presents do make, constitute and appoint Colleen P. Avery to be my true and lawful agent, to act for me and in my name, place and stead, to purchase and accept the following property:

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

Also known by street address as: 31 C-Bar Trl, Penrose, CO 81240-9079

or any interest in said land for such price as to my agent may seem advisable.

My agent is hereby authorized to sign, seal and deliver, as my act and deed any contract, deed, deed of trust, promissory note, agreement, for purchase or any other document required, including but not limited to the HUD-1 form and the Closing Disclosure, in such manner that the estate and interest in said land may be effectually conveyed and assured to me, or to such other person or entity as my agent may name or appoint; and I hereby declare that any and all of the contracts, deeds, receipts, notes, or matters and things which shall be given by my agent, made or done for the aforesaid purposes, shall be as good, valid, and effectual as if they had been signed, sealed and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the premises by virtue of these presents.

My said agent is hereby authorized to apply the consideration or purchaser price arising from the purchase of said land or any interest therein. If funds are received at time of closing from any lender which requires endorsement, my agent is authorized to endorse and/or cash said check or draft to complete the purchase of the above described property.

This power of attorney shall continue to be effective even though I become disabled, incapacitated, or incompetent.

My agent may not delegate the power constituted in them by this power of attorney despite any contrary provisions of any applicable law or regulation.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

  
Dennis Avery

FEB 24, 2025  
Date

~~STATE OF~~ Camp Lemonnier Djibouti, Africa  
~~COUNTY OF~~

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2025 by Dennis Avery.

  
Notary Public

Witness my hand and official seal.

My Commission Expires: 10 JAN 2026

(SEAL)

Power of Attorney - Buyer

COB 0126.docx Updated: 06/03/24

LNI Samantha Ramon, U.S. Navy  
Command Legalman

Notary Public

Under the authority of 10 U.S.C. § 1044a

Commission Expires: 10 JAN 2026

**EXHIBIT "A"**  
Legal Description

Lot 5, Top Rail Ranch Estates Filing No. 7 according to the recorded plat

County of Fremont  
State of Colorado

**WARRANTY DEED**

**THIS DEED**, made this 9th day of February, 2024, between

**Katherine N. Bamberger**

of County of **Fremont**, State of **Colorado**, grantor, and

**Jesse Dacus and Tera Dacus, in Joint Tenancy**

whose legal address is **608 Hilltop Drive, Colorado Springs, CO 80905**, grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **SIXTY NINE THOUSAND AND 00/100 (69,000.00)**, 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Fremont** and State of **Colorado** described as follows:

**Lot 5, Top Rail Ranch Estates Filing No. 7, County of Fremont, State of Colorado**

as known by street and number as: **31 C-Bar Trail, Penrose, CO 81240**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

**General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

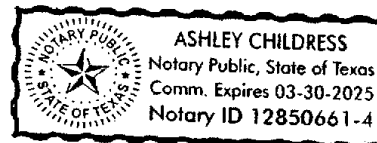
  
Katherine N. Bamberger

STATE OF TEXAS  
COUNTY OF **Montgomery**

The foregoing instrument was acknowledged before me this **3rd** day of February, 2024, by Katherine N. Bamberger.

  
Notary's Official Signature

My Commission Expires: **03/30/2025**



## WARRANTY DEED

THIS DEED, made this 5th day of April, 2022, between

Walker Development Company

of County of Fremont, State of Colorado, grantor, and

Katherine N. Bamberger

whose legal address is 27 Marble Rock Place, Spring, TX 77382, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of FORTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (48,500.00), 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont and State of Colorado described as follows:

Lot 5, Top Rail Ranch Estate No. 7, County of Fremont, State of Colorado

as known by street and number as: 31 C-Bar Trail, Penrose, CO 81240

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Walker Development Company

By:   
Ron Walker, President

STATE OF COLORADO  
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Ron Walker, President of Walker Development Company.

  
Notary's Official Signature

My Commission Expires:

DONNA PRATT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20074041917  
MY COMMISSION EXPIRES NOVEMBER 8, 2023

**Atmos Energy Corporation**

120 S. 6th St.  
Cañon City, CO 81212

**Black Hills Energy**

3110 Utility Ln.  
Cañon City, CO 81212

**CenturyLink**

141 E. Enterprise Dr.  
Pueblo, CO 81007

**Penrose Water District**

340 Grant St.  
Penrose, CO 81240

**Beaver Park Water, Inc.**

PO Box 286  
Penrose, CO 81240

**Charter Communications**

402 Main St.  
Cañon City, CO 81212

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
Name of Subject Property Owner / Applicant

DATE: \_\_\_\_\_

Reference: \_\_\_\_\_  
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- ☐ -- **Minor Subdivision**      ☐ -- **Preliminary Plan**      ☐ -- **Vacation of a Public R-O-W**  
☐ -- **Vacation of Interior Lot Line & Utility / Drainage Easement**  
☐ -- **Lot Line Adjustment**      ☐ -- **Boundary Line Adjustment**

The subject property, as referenced above is located at \_\_\_\_\_  
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: \_\_\_\_\_

\_\_\_\_\_ ☐ Check here if legal description is attached as Exhibit B.

☐ A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

☐ -- This application will be heard by the Board on \_\_\_\_\_ at 3:00 PM.

☐ -- This application will be an administrative review by the Department.

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at [planning@fremontco.com](mailto:planning@fremontco.com) to schedule an appointment to review the application. For further reference regarding the governing regulations:

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<http://www.fremontco.com/planningandzoning/zoningresolution.shtml>

and the Fremont County Subdivision Regulations may be viewed on the Internet at  
<http://www.fremontco.com/planningandzoning/subdivisionregulations.shtml>

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Entity Name: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

Does your entity currently service the subject property? ☐ Yes --- ☐ No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

\_\_\_\_\_

Our entity has the following comments and or recommendations regarding the proposed action: \_\_\_\_\_

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**Signature of Authorized Entity Representative** \_\_\_\_\_ **Date** \_\_\_\_\_



**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
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DATE: \_\_\_\_\_

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Entity Name: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

Does your entity currently service the subject property? ☐ Yes --- ☐ No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

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**Signature of Authorized Entity Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

TO: \_\_\_\_\_

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Name of Subject Property Owner / Applicant

DATE: \_\_\_\_\_

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Project Name

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Entity Name: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

Does your entity currently service the subject property? ☐ Yes --- ☐ No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

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Our entity has the following comments and or recommendations regarding the proposed action: \_\_\_\_\_

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**Signature of Authorized Entity Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
Name of Subject Property Owner / Applicant

DATE: \_\_\_\_\_

Reference: \_\_\_\_\_  
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Entity Name: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
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☐ Yes --- ☐ No Please explain. \_\_\_\_\_

\_\_\_\_\_

Our entity has the following comments and or recommendations regarding the proposed action: \_\_\_\_\_

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**Signature of Authorized Entity Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

TO: \_\_\_\_\_

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**Signature of Authorized Entity Representative** \_\_\_\_\_ **Date** \_\_\_\_\_



**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT  
OF RECORD NOTIFICATION LETTER**

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and the Fremont County Subdivision Regulations may be viewed on the Internet at  
<http://www.fremontco.com/planningandzoning/subdivisionregulations.shtml>

The Department, Commission and Board would welcome your comments regarding this application and will include written comment, on or accompanied by this form, in the Commission or Board's review packet if received by the Department with enough time to include prior to finalization of the review packets. Please complete the following information with any written comments or can be used as the "sign in" sheet at a meeting that you intend to attend and provide oral comments. Only written comments can be accepted by the Department for administrative reviews and must be received by the Department within ten (10) days of your acknowledged receipt of this notification.

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard or written comment on administratively reviewed applications will result in the Department, Commission and Board assuming that you have no comments with regard to the submitted application.

Entity Name: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

Does your entity currently service the subject property? ☐ Yes --- ☐ No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

☐ Yes --- ☐ No Please explain. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Our entity has the following comments and or recommendations regarding the proposed action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Authorized Entity Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

# Parcel Map Check Report

**Client:**

Dennis Avery and Colleen P. Avery  
25 C-Bar Trail, Penrose, CO 81240

**Prepared by:**

GEORGE R. HALL  
CROWN POINT LAND SERVICES  
P.O. BOX 749, CANON CITY, CO 81215

Date: 04/19/2025 5:34:10 PM

---

Parcel Name: Site 1 – LOT 5

Segment# 1: Curve

Length: 25.07'

Delta: 5.1224 (d)

Chord: 25.06'

Course In: S51° 11' 04"W

Radius: 280.45'

Tangent: 12.54'

Course: N41° 22' 36"W

Course Out: N46° 03' 44"E

Segment# 2: Line

Course: N68° 36' 14"E

Length: 397.14'

Segment# 3: Line

Course: N0° 00' 00"E

Length: 275.68'

Segment# 4: Line

Course: N89° 18' 02"E

Length: 289.73'

Segment# 5: Line

Course: S0° 08' 45"W

Length: 300.68'

Segment# 6: Line

Course: S89° 17' 59"W

Length: 288.81'

Segment# 7: Line

Course: S68° 34' 11"W

Length: 379.59'

Perimeter: 1,956.71'

Area: 96,090.42Sq.Ft.

Error Closure: 0.0127

Course: N55° 45' 27"E

Error North : 0.00712

East: 0.01046

Precision 1: 154,070.87

---

Parcel Name: Site 1 – LOT 6

Segment# 1: Line

Course: N89° 18' 02"E

Length: 289.73'

Segment# 2: Line

Course: S0° 00' 00"E

Length: 275.68'

Segment# 3: Line

Course: S68° 36' 14"W

Length: 397.14'

Segment# 4: Curve

Length: 25.01'

Radius: 280.45'

Delta: 5.1099 (d)

Tangent: 12.51'

Chord: 25.00'	Course: N46° 29' 34"W
Course In: S46° 03' 44"W	Course Out: N40° 57' 08"E
Segment# 5: Line	
Course: N44° 30' 15"E	Length: 138.99'
Segment# 6: Line	
Course: N0° 08' 45"E	Length: 300.68'
Perimeter: 1,427.23'	Area: 101,090.56Sq.Ft.
Error Closure: 0.0063	Course: S41° 15' 58"W
Error North : -0.00471	East: -0.00413
Precision 1: 226,544.44	

---

Parcel Name: Site 1 – NEW LOT 1 aka 5R

Segment# 1: Curve	
Length: 25.07'	Radius: 280.45'
Delta: 5.1224 (d)	Tangent: 12.54'
Chord: 25.06'	Course: N41° 22' 36"W
Course In: S51° 11' 04"W	Course Out: N46° 03' 44"E
Segment# 2: Line	
Course: N68° 36' 14"E	Length: 407.88'
Segment# 3: Line	
Course: N0° 00' 00"E	Length: 271.88'
Segment# 4: Line	
Course: N89° 18' 02"E	Length: 279.73'
Segment# 5: Line	
Course: S0° 08' 45"W	Length: 300.68'
Segment# 6: Line	
Course: S89° 17' 59"W	Length: 288.81'
Segment# 7: Line	
Course: S68° 34' 11"W	Length: 379.59'
Perimeter: 1,953.65'	Area: 93,352.63Sq.Ft.
Error Closure: 0.0114	Course: N74° 03' 45"E
Error North : 0.00314	East: 0.01101
Precision 1: 171,371.93	

---

Parcel Name: Site 1 – NEW LOT 2 aka 6R

Segment# 1: Curve	
Length: 25.01'	Radius: 280.45'
Delta: 5.1099 (d)	Tangent: 12.51'
Chord: 25.00'	Course: N46° 29' 34"W
Course In: S46° 03' 44"W	Course Out: N40° 57' 08"E
Segment# 2: Line	
Course: N44° 30' 15"E	Length: 138.99'
Segment# 3: Line	

Course: N0° 08' 45"E	Length: 300.68'
Segment# 4: Line	
Course: N89° 18' 02"E	Length: 299.73'
Segment# 5: Line	
Course: S0° 00' 00"E	Length: 271.88'
Segment# 6: Line	
Course: S68° 36' 14"W	Length: 407.88'
Perimeter: 1,444.17'	Area: 103,828.35Sq.Ft.
Error Closure: 0.0047	Course: S81° 04' 49"W
Error North : -0.00074	East: -0.00468
Precision 1: 307,270.21	



**FREMONT COUNTY'S  
COLORADO DIVISION OF WATER RESOURCES  
INFORMATION FORM FOR  
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR Information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5*). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: \_\_\_\_\_
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS).
3. Legal description of subject property: \_\_\_\_\_  
\_\_\_\_\_
4. What is the size of the existing parcel? \_\_\_\_\_ ☐ Acres --- ☐ Square feet
5. What are the proposed uses of the subject property?  
☐ Residential Only  
☐ Commercial  
☐ Commercial and Residential
6. What are the current uses of water on this parcel?
  - a. Are there any established uses that require water? ☐ Yes --- ☐ No
  - b. Number of existing homes: \_\_\_\_\_

If one or more, date this use was established: \_\_\_\_\_

- c. Home lawn / garden irrigation: ☐ Yes --- ☐ No

If yes, amount: \_\_\_\_\_ ☐ Acres --- ☐ Square feet

Date this use was established: \_\_\_\_\_

- d. Livestock watering: ☐ Yes --- ☐ No

If yes, commercial or non-commercial livestock? *(Circle one)*

If yes, date this use was established: \_\_\_\_\_

- e. Other uses: \_\_\_\_\_

Dates established: \_\_\_\_\_

7. What will be the proposed uses of water for this parcel?

- a. Number of proposed homes (including the home above if it will remain): \_\_\_\_\_

- b. Lawn / garden watering, amount: \_\_\_\_\_ ☐ Acres --- ☐ Square feet

- c. Livestock watering: ☐ Yes --- ☐ No

If yes, commercial or non-commercial livestock? *(Circle one)*

- d. Number of Employees per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

- e. Number of Customers per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

- f. Bed / Breakfast Customers per day: \_\_\_\_\_ Number of days open per year: \_\_\_\_\_

- g. Describe other water needs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Source of water for the uses described above: *(If more than one source is utilized for parcel, describe which sources will supply which proposed uses)* \_\_\_\_\_

- a. Is Municipal water available to parcel: ☐ Yes --- ☐ No

- b. Is water available to parcel from an independent water district? ☐ Yes --- ☐ No

- c. Are the uses described above proposed to be provided water by a municipality?

☐ Yes -- ☐ No

Name of provider: \_\_\_\_\_

d. Is water hauled: ☐ Yes --- ☒ No

e. Is there an existing permitted well?: ☐ Yes --- ☒ No

If yes, permit number: \_\_\_\_\_

f. Is there a Substitute Water Supply Plan? *(Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.)*

☐ Yes --- ☐ No

If yes, name of plan: \_\_\_\_\_

g. Is there an unregistered well? ☐ Yes --- ☒ No

h. Is there a Surface Spring? ☐ Yes --- ☒ No

If yes, Court Adjudication Number and Spring Name: \_\_\_\_\_

9. What is the Waste Water Method?

☐ Municipal

☒ Septic with Leach Field

☐ Closed Vault, Waste Water hauled to: \_\_\_\_\_

By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.

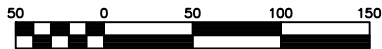
Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.

Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.

Colleen P Avery      Colleen P Avery      21 Apr 2025  
Applicant Printed Name      Signature      Date

\_\_\_\_\_  
Property Owner Printed Name      Signature      Date  
(If different from applicant)





Scale 1" = 50'

- FOUND QUARTER CORNER  
FOUND UNIDENTIFIABLE REBAR AND CAP  
FOUND CPLS 38116 FROM PREVIOUS SURVEY  
SET REBAR AND CAP CPLS 38116  
ORIGINAL LOT LINE TO BE ADJUSTED  
NEW LOT LINES AFTER ADJUSTMENT  
BUILDING SETBACK LINES  
EXISTING SEPTIC  
EXISTING PROPANE TANK  
EXISTING BUILDING LINES  
EXISTING DRIVEWAY  
EXISTING CEMENT

#### EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the plat, with the sole responsibility for maintenance being vested with the adjacent property owners except as otherwise noted, all interior lot lines are subject to a five (5) foot utility easement on both sides of lot lines. Exterior subdivision boundary not fronting public way is subject to a ten (10) foot utility easement.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	25.01	280.45	5°06'36"	N46° 29' 34"W	25.00
C1	25.07	280.45	5°07'21"	S41° 22' 36"E	25.06

#### COUNTY CLERK AND RECORDS STATEMENT

STATE OF COLORADO  
COUNTY OF FREMONT

This plat was filed for record in the office the County Clerk and Recorder of Fremont County, at \_\_\_\_\_, M., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., under reception number \_\_\_\_\_

Fremont County Clerk & Recorder

DRAWN BY: GRH  
FILENAME: 2025128CBART25\_31  
DATE: 04/20/2025 05/05/2025

Client:  
Dennis Avery and Colleen P. Avery  
25 C-Bar Trail,  
Penrose, CO 81240  
stamp@2001@aol.com

NOTICE: Accuracy to Colorado law you must commence any legal action based on any defect in this survey within three years after you first discover such defect, in no event may any legal action be based upon any defect in this survey be commenced more than ten years from the date of certification shown herein.  
Any person who knowingly, recklessly, or deliberately falsifies any Public Land Survey Monument or plat to Colorado State Statute 18-4-506, of the Colorado Revised Statutes  
LINEAL: UNITS  
Lineal units = U.S. Survey foot = 1.00' = 12 inches

Crown Point Land Services  
719-275-5005 Office  
P.O. Box 749  
Canon City, CO 81215-0749  
391 Arrowhead Drive  
Florescent, CO 80816  
crown.land@outlook.com

NOTES  
This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we relied upon Title Commitment No. 516BCOR prepared by CORE TITLE GROUP LLC., dated 01/14/2025

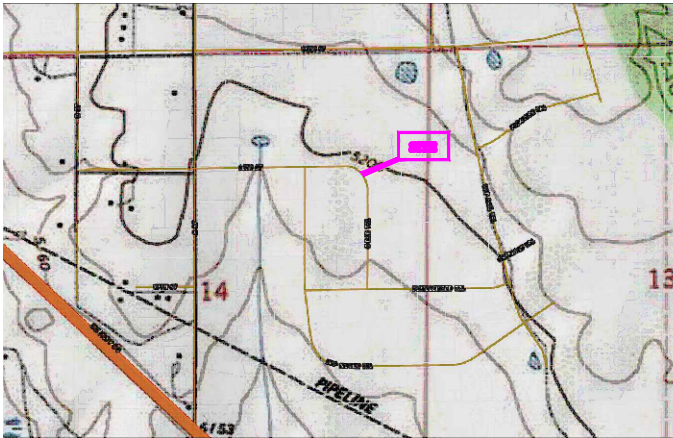
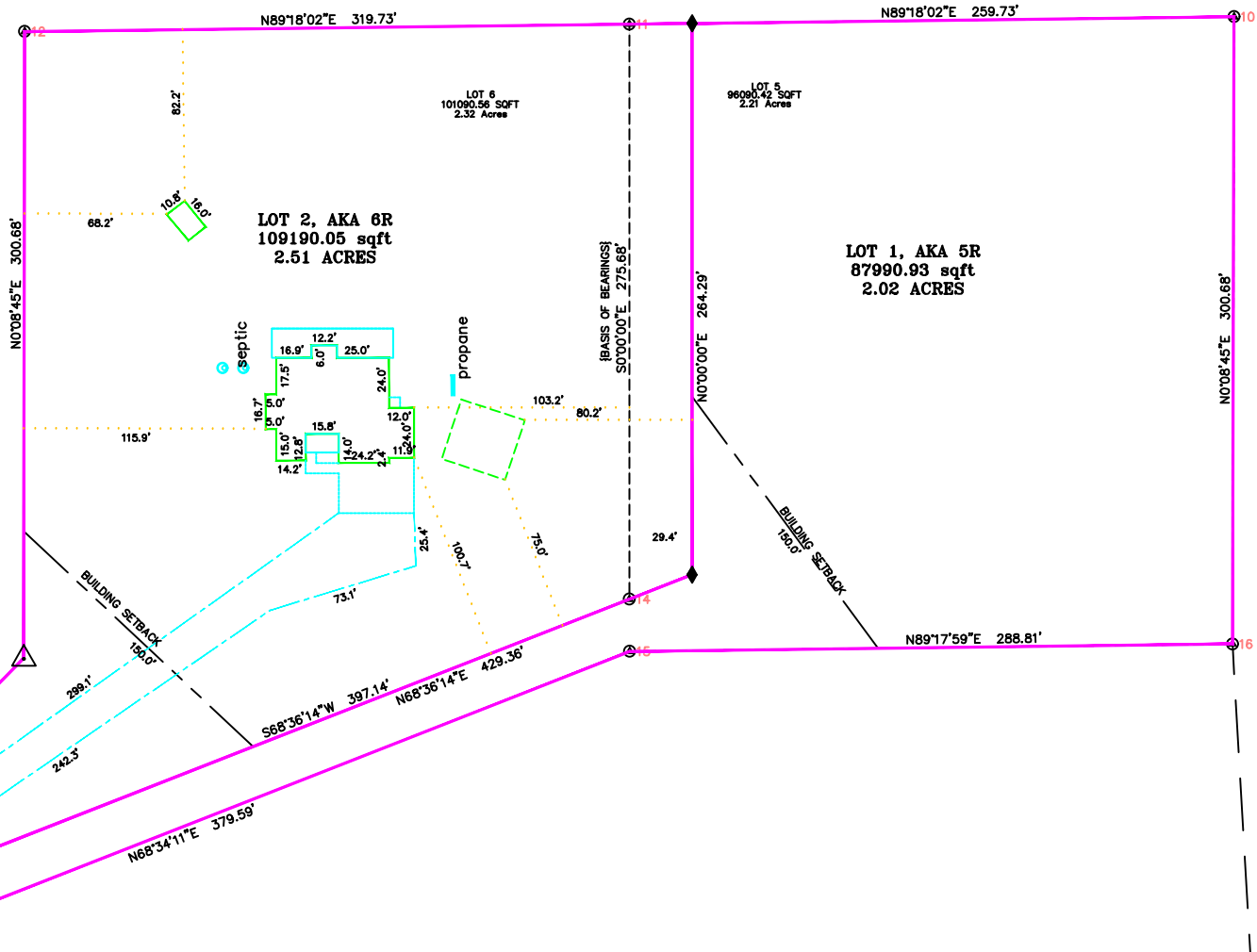
BASIS OF BEARINGS:  
Bearings are based on G.P.S. observation on the COMMON line of LOTS 5 & 6 as being N 00°00'00" E. BOTH corners being a REBAR AND CAP L338116.

George R Hall, License #38118

Date

# AVERY LOT LINE ADJUSTMENT

OF LOTS 5 AND 6, TOP RAIL RANCH ESTATES FILING NO. 7  
IN THE NE 1/4 OF SECTION 14,  
TOWNSHIP 19 SOUTH, RANGE 68 WEST OF THE 6th P.M.,  
FREMONT COUNTY, COLORADO



VICINITY MAP  
n.t.s.

KNOW ALL MEN BY THESE PRESENTS that

DENNIS AVERY AND COLLEEN P. AVERY

are the owners of the following described land:

TO WIT

PARCEL A:  
LOT 6, TOP RAIL RANCH ESTATES FILING NO. 7,  
COUNTY OF FREMONT, STATE OF COLORADO.  
PARCEL B:  
LOT 5, TOP RAIL RANCH ESTATES FILING NO. 7,  
COUNTY OF FREMONT, STATE OF COLORADO.

Containing 197180.98 SQFT more or less 4.53 acres.

DEDICATION: WE,

DENNIS AVERY AND COLLEEN P. AVERY

being the owners of the above described land being platted and/or subdivided in Fremont County, Colorado, under the name of

AVERY LOT LINE ADJUSTMENT

have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of the land labeled as easements for the installation and maintenance of public utilities as show hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

In witness whereof

DENNIS AVERY AND COLLEEN P. AVERY

has subscribed names this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By

DENNIS AVERY

COLLEEN P. AVERY

#### NOTARY STATEMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_ by

DENNIS AVERY AND COLLEEN P. AVERY

My commission expires \_\_\_\_\_

My address is \_\_\_\_\_

Witness my hand and official seal. \_\_\_\_\_

Notary Public

#### ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

This is certify that the plat is approved and accepted as per review by the Planning Director, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

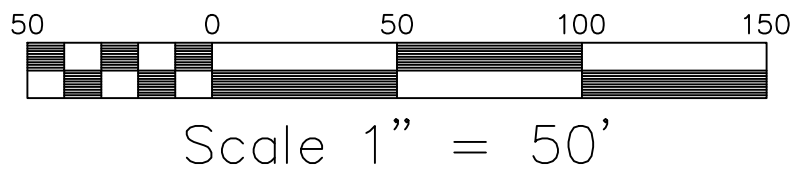
Chairman, Fremont County Board of Commissioners

#### REGISTERED LAND SURVEYOR'S CERTIFICATE

I, George R Hall, a licensed land surveyor in the State of Colorado do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief. I further certify that any portion(s) of this property which do lie within the designated flood hazard area as shown on the F.E.M.A F.I.R.M. maps are accurately shown hereon.

1/4 Corner  
Sec. 14 1/4 Corner  
Sec. 13





- FOUND QUARTER CORNER
- FOUND UNIDENTIFIABLE REBAR AND CAP
- FOUND CPLS 38118 FROM PREVIOUS SURVEY
- SET REBAR AND CAP CPLS 38118
- ORIGINAL LOT LINE TO BE ADJUSTED
- NEW LOT LINES AFTER ADJUSTMENT
- BUILDING SETBACK LINES
- EXISTING SEPTIC
- EXISTING PROPANE TANK
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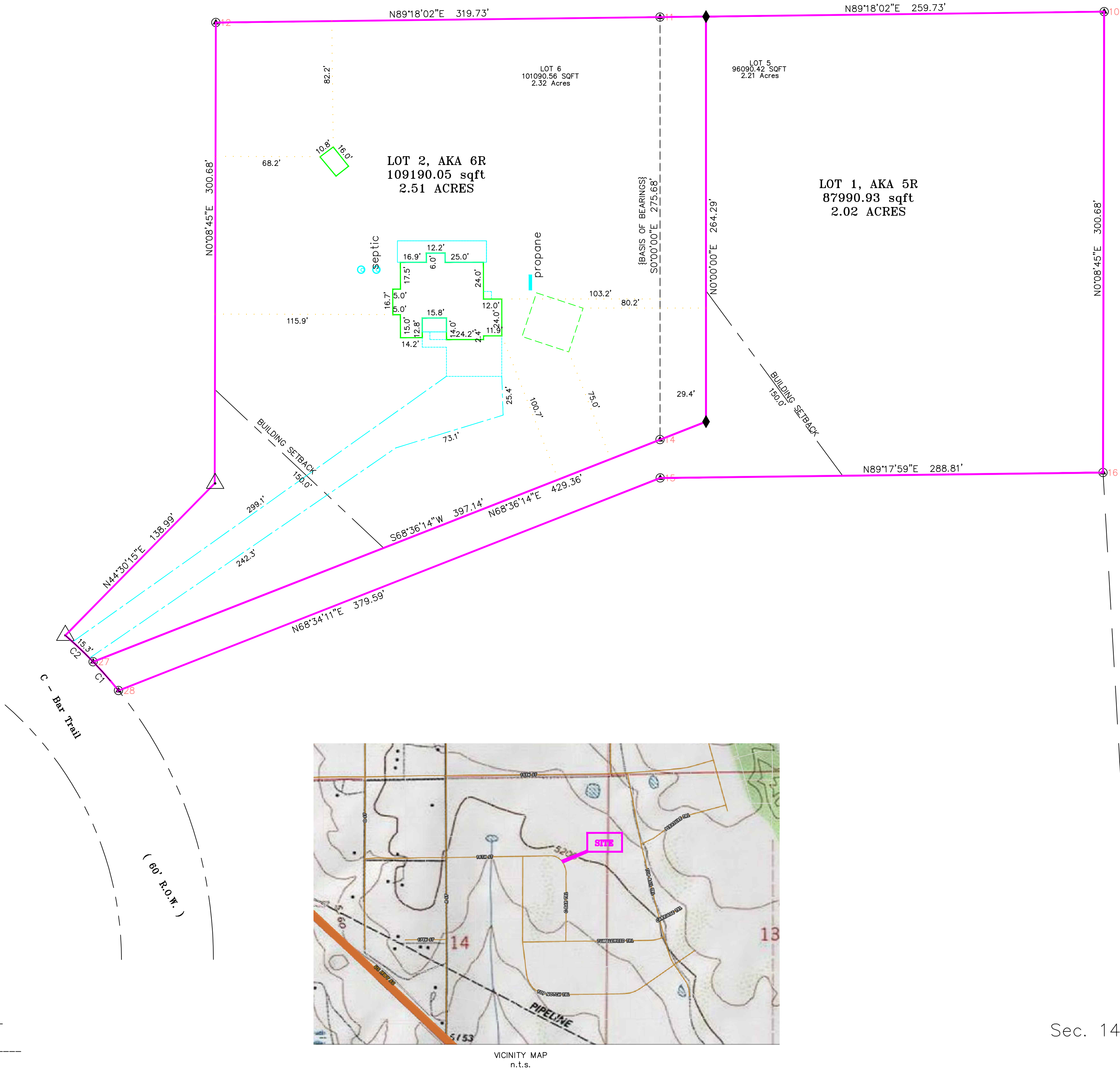
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COUNTY OF FREMONT }

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Fremont County Clerk & Recorder

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#### AVERY LOT LINE ADJUSTMENT

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In witness whereof  
DENNIS AVERY AND COLLEEN P. AVERY

has subscribed names this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_  
By \_\_\_\_\_

DENNIS AVERY COLLEEN P. AVERY

#### NOTARY STATEMENT

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ by

DENNIS AVERY AND COLLEEN P. AVERY

My commission expires \_\_\_\_\_

My address is \_\_\_\_\_

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Notary Public

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1/4 Corner  
Sec. 14 Sec. 13

DRAWN BY: GRH  
FILENAME: 2025128CBARtr25\_31  
DATE: 04/20/2025 05/05/2025

Client:  
Dennis Avery and Colleen P. Avery  
25 C-Bar Trail,  
Penrose, CO 81240  
stampinal2001@aol.com

NOTICE  
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Any person who knowingly prepares, alters or defaces any Public Land Survey Monument or Land Boundary Monument or Accessory Monument is liable for imprisonment pursuant to Colorado State Statute 18-65, Title 18, of the Colorado Revised Statutes.  
LINEAL UNITS  
Lineal units = U.S. Survey foot = 1.00' = 12 inches

Crown Point Land Services  
719-275-5005 Office  
P.O. Box 749  
Canon City, CO 81215-0749  
391 Arrowhead Drive  
Florissant, CO 80816  
crown.land@outlook.com

NOTES  
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BASIS OF BEARINGS:  
Bearings are based on G.P.S. observation on the COMMON line of LOTS 5 & 6 as being N 00°00'00" E. BOTH corners being a REBAR AND CAP LS38118.

George R Hall, License #38118 Date