



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:

XXXX 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: MICHAEL J. WRIGLEY

Mailing Address: 547 KATHLEEN LANE, HOWARD, CO 81233

Telephone Number: 719-207-3333 Facsimile Number: _____

Email Address: MW4WL@YAHOO.COM

b. Name: MARCHIORI DAVID A

Mailing Address: 7090 W. CUSTER AVENUE, LAKEWOOD, CO 80226

Telephone Number: 303-875-1108 Facsimile Number: _____

Email Address: DMARCHOIRI@EDEALCOLORADO.COM

c. Consulting Firm Name: CROWN POINT LAND SERVICES

Mailing Address: P.O.BOX 749

Telephone Number: 719-275-5005 Facsimile Number: _____

Email Address: CROWN.LAND@OUTLOOK.COM

2. The proposed plat title is WRIGLEY - MARCHIORI LOT LINE ADJUSTMENT

3. The total number of properties involved prior to this application are 2

4. The total number of lots as a result of this application are 2

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 R1 Zone District.

b. This property is located in the R2 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 # 1788 ☐ 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 [Signature] Date 4/7/25

b. Property "b" Owner Signature [Signature] Date 3/12/25

Required Attachments:

- XXX Application XXX Current Deeds XXX Application Fee XXXX
- XXX Title Commitment (dated within 30 days of submittal)
- XXX Copies of all exceptions from Schedule B of title Commitment
- XXX Ratifications (will be required prior to recording, form will be provided by county to applicant)
- XXX Plat (LLA / VILL) Deeds (BLA)
- XXX Plat/Map w/ Improvements or Improvement statement
- XXX Utility / Easement Notifications (certified mail receipts)
- XXX Closure sheets for each lot
- XXX Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

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 # ☐ 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.

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

a. Property "a" Owner Signature _____ Date _____

b. Property "b" Owner Signature Daniel A. [Signature] Date 3/12/25

Required Attachments:

- XXX Application XXX Current Deeds XXX Application Fee XXXX
- XXX Title Commitment (dated within 30 days of submittal)
- XXX Copies of all exceptions from Schedule B of title Commitment
- XXX Ratifications (will be required prior to recording, form will be provided by county to applicant)
- XXX Plat (LLA / VILL) Deeds (BLA)
- XXX Plat/Map w/ Improvements or Improvement statement
- XXX Utility / Easement Notifications (certified mail receipts)
- XXX Closure sheets for each lot
- XXX Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

WRIGLEY - MARCHIORI LOT LINE ADJUSTMENT

APPLICATION QUESTION NUMBER 7 ZONE CHANGE NOT NEEDED

Lot 85, Acres of Ireland, Filing No. 2

ORIGINAL AREA 83014.01 sqft

NEW AREA 103727.44 sqft

ADDED AREA 20713.43 sqft

24.95 % CHANGE

Lots 1, Marchiori Lot Line Adjustment

ORIGINAL AREA 461206.28 sqft

NEW AREA 440492.84 sqft

AREA SUBTRACTED 20713.44 sqft

4.49% CHANGE

QUIT CLAIM DEED

THIS DEED, Made this 10th day of November, 2004

between Shireen K. Wrigley

of the County of **Fremont** and State of **COLORADO**, Grantor(s)

and Michael J. Wrigley

whose legal address is **547 Kathleen Lane, Howard, CO 81233**

of the County of **Fremont** and State of **COLORADO**, Grantee(s)

WITNESSETH, That the grantor(s), for and in consideration of the sum of **TEN AND NO/100 DOLLARS, (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the grantee(s), his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of **Fremont** and **COLORADO**, described as follows:

Lot 85, Acres of Ireland , Filing No. 2

County of Fremont,
State of Colorado

also known by street and number as: **547 Kathleen Lane Howard, CO 81233**

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 grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), his heirs and assigns forever.

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(s) has executed this deed on the date set forth above.

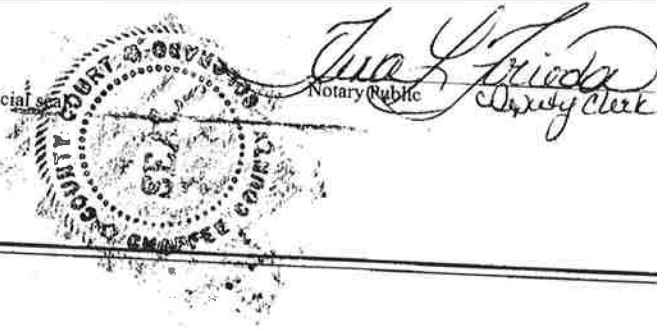

Shireen K. Wrigley

STATE OF COLORADO
COUNTY OF Fremont

} SS:

The foregoing instrument was acknowledged before me this 10th day of November, 2004
by Shireen K. Wrigley

Witness my hand and official seal
My Commission expires:



Doc Fee: \$0
no consideration

QUITCLAIM DEED

THIS DEED is dated September 18th, 2024, and is made between Fredric L. Gifford and Jane Fox Gifford (the "Grantor"), and David A. Marchiori (the "Grantee"), having an address at 7090 West Custer Avenue, Lakewood, CO 80226.

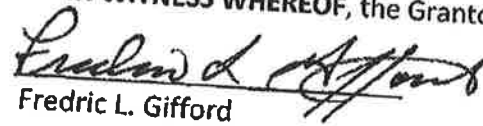
WITNESS, that the Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Fremont and State of Colorado, described as follows:

Lot 1, Marchiori Lot Line Adjustment, a Vacation and Replat of Lots 1 and 2, Croix Lot Line Adjustment,
per plat recorded June 24, 2024 as Reception No. 1037534
County of Fremont, State of Colorado

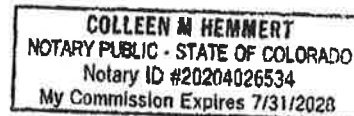
Also known as: 000 West Creek Road, Howard, CO 81233
Parcel: 78003140

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 Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

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


Fredric L. Gifford


Jane Fox Gifford



STATE OF COLORADO

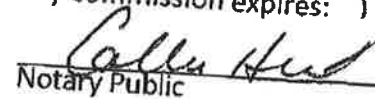
County of CHAFFEE

) ss.
)

The foregoing instrument was acknowledged before me this 18th day of September, 2024, by Fredric L. Gifford and Jane Fox Gifford.

Witness my hand and official seal.

My commission expires: 7-31-28


Notary Public

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:	04/07/2025
File No:	4246COR
Property Address	547 Kathleen Lane, Howard, CO 81223
Buyer\Borrower	Informational Commitment
Seller	Michael J. Wrigley David A. Marchiori

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:

Copies Sent to:
Buyer:
Informational Commitment

Seller:
Michael J. Wrigley
547 Kathleen Lane
Howard, CO 81233

David A. Marchiori
7090 W. Custer Ave.
Lakewood, CO 80226

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Changes: Deleted Exc No. 17 and Amended Exc No. 18
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: 4246COR
Amendment No: 4246COR C2

SCHEDULE A

1. Commitment Date: January 21, 2025, at 12: am

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: Informational Commitment

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

To Be Determined Search Fee End

Total:

\$
\$

350.00

350.00

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:
PARCEL A:

Michael J. Wrigley

PARCEL B:

David A. Marchiori

5. The Land is described as follows:
PARCEL A:

Lot 85, Acres of Ireland, Filing No. 2, County of Fremont, State of Colorado.

PARCEL B:

Lots 1, Marchiori Lot Line Adjustment, a Vacation and Replat of Lots 1 and 2, Croix Lot Line Adjustment per plat recorded June 24, 2024 as Reception No. 1037534. County of Fremont, State of Colorado.

For Informational Purposes Only:

547 Kathleen Lane, Howard, CO 81223

286 West Creek Road, Howard, CO 81223

APN: 78018540 / R027261 et. al

Countersigned
Core Title Group LLC

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File No: 4246COR

By:

Cy Canterbury

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."

THE FOLLOWING APPLY TO PARCEL A:

9. Reservation of (1) right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded June 7, 1892 at [Reception No. 23758](#) and recorded October 23, 1970 at [Reception No. 383896](#) (NE) and May 14, 1903 at [Reception No. 65966](#) and recorded October 23, 1970 at [Reception No. 383896](#) (NE) and May 14, 1903 at [Reception No. 65966](#) (SE)
10. Right of Way easement granted to The Mountain States Telephone and Telegraph Co. for the right, privilege and authority to construct, operate and maintain it's lines as shown in instrument recorded July 26, 1929 in [Reception No. 171020](#).
11. One half of all mineral rights and the right of ingress and egress to remove the same as reserved in deed recorded January 21, 1952 in [Reception No. 275219](#).
12. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded May 24, 1977 in [Book 596 at Page 473 at Reception No. 429359](#), and Additional Covenants recorded September 15, 1998 in [Reception No.](#)

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File No: **4246COR**

- 685426, and any and all amendments and/or supplements thereto.
13. All matters as shown on the plat of said subdivision of Acres of Ireland Filing No. 2, recorded February 3, 1977 in [Reception No. 426341](#) and Land Surveyor's Certificate recorded April 27, 1977 in [Reception No. 428408](#).
 14. Terms, conditions, provisions and obligations of Findings of Fact, in the Matter of Water Rights, recorded June 15, 1977 in [Book 597 at Page 458 at Reception No. 429946](#) and Water Trust Agreement recorded May 26, 1977 in [Reception No. 429424](#).
 15. Easements, restrictions and Water Decree as contained in Deed recorded October 28, 1982 in [Book 682 at Page 423](#).
 16. Upper Arkansas Water Conservancy District base unit of Water Augmentation Certificate No. 0681 recorded August 24, 2000 as [Reception No. 719123](#).
 17. **INTENTIONALLY DELETED:** ~~(Terms, agreements, provisions, conditions and obligations of United States Department of the Interior Bureau of Land Management Right of Way Grant/Temporary Use Permit recorded March 18, 2021 at [Reception No. 998396](#).)~~
 18. **AMENDED:** Deed of Trust from Michael J. Wrigley for the use of CitiMortgage Inc. and Mortgage Electronic Registration Systems Inc. ("MERS"), to secure \$243,950.00 dated July 21, 2009 recorded July 29, 2009 at [Reception No. 866004](#).

THE FOLLOWING APPLY TO PARCEL B:

19. Reservation of (1) right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded June 7, 1892 at [Reception No. 23758](#) and recorded October 23, 1970 at [Reception No. 383896](#) (NE) and May 14, 1903 at [Reception No. 65966](#) and recorded October 23, 1970 at [Reception No. 383896](#) (NE) and May 14, 1903 at [Reception No. 65966](#) (SE)
20. Right of Way easement granted to The Mountain States Telephone and Telegraph Co. for the right, privilege and authority to construct, operate and maintain its lines as shown in instrument recorded July 26, 1929 in [Reception No. 171020](#).
21. One half of all mineral rights and the right of ingress and egress to remove the same as reserved in deed recorded January 21, 1952 in [Reception No. 275219](#).
22. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded May 24, 1977 in [Book 596 at Page 473 at Reception No. 429359](#), and Additional Covenants recorded September 15, 1998 in [Reception No. 685426](#), and any and all amendments and/or supplements thereto.
23. All matters as shown on the plat of said subdivision of Acres of Ireland Filing No. 2, recorded February 3, 1977 in [Reception No. 426341](#) and Land Surveyor's Certificate recorded April 27, 1977 in [Reception No. 428408](#).

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File No: 4246COR

24. Terms, conditions, provisions and obligations of Findings of Fact, in the Matter of Water Rights , recorded June 15, 1977 in [Book 597 at Page 458](#) at [Reception No. 429946](#) and Water Trust Agreement recorded May 26, 1977 in [Reception No. 429424](#).
25. All matters as shown on the plat of Croix Lot Line Adjustment recorded September 1, 2009 as [Reception No. 866981](#)
26. All matters as shown on the plat of Marchiorini Lot Line Adjustment recorded June 24, 2024 as [Reception No. 1037534](#).
27. Ratification Consent and Release recorded September 1, 2009 as [Reception No. 866980](#).
28. Deed of Trust from Charles R. Croix , for the use of Long Beach Mortgage Company, to secure \$179,000.00 dated May 29, 2003 recorded June 3, 2003 at [Reception No. 769127](#).

FOR INFORMATONAL PURPOSES ONLY:

Deed recorded December 1, 2004 as [Reception No. 796557](#). (Parcel A)

Deed recorded September 19, 2024 as [Reception No. 1039816](#). (Parcel B)

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

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.

129359

Filed for record this 24 day of May A.D. 1977 at 4:20 PM

Book 596 Page 473

Norma Hatfield, Recorder

Mable M. M. Deputy

\$8.00

DECLARATION OF PROTECTIVE COVENANTS
ACRES OF IRELAND, FILING NO. 2
FREMONT COUNTY, COLORADO

Walter O. Ireland and E. Lucille Ireland, as Husband and Wife, the owners of real property situate in the County of Fremont and State of Colorado, known as Acres of Ireland, Filing No. 2, and more particularly described as Lots 1 through 129 as shown by the plat thereof recorded with the County Clerk and Recorder, Fremont County, Colorado, in order to protect the living environment and preserve the values in said subdivision, hereby declare that the subdivision shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant restriction and provision shall inure to and run with the land and shall apply to and bind the respective successors in interest of the present owners.

GENERAL PURPOSES OF COVENANTS

All real property described or composing the above subdivision is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; encourage and secure the erection of attractive dwellings thereon; and in general to provide adequately for the improvement of said property. The property composing the above mentioned subdivision is made specifically subject to the following described covenants.

COVENANTS

Building Types. No trailer, motor or mobile home, tent or teepee, shack, garage, barn, or other out-buildings shall at any time be used for private habitation temporarily or permanently, except for a period of not to exceed two months. Furthermore, all parties shall not cause to be used as part of its construction a pre-existing building moved upon the premises, unless the same shall be of new construction.

Lot Set Backs. No building shall be located on any building site less than 25 feet from the front lot line, nor less than 10 feet from any side or rear lot line. Exceptions shall be lots 34, 36, 42, 43, 45, 46, 48, 69, 70, 73, 74, 82, 83, and 97 which shall have building set backs of 25 feet from front line, and to a point where a 100 feet lot width exists.

Minimum Floor Area. No building shall be erected, altered, or placed on any tract with a ground floor area exclusive of patios, open porches, or garages of less than 850 square feet external measurements, as defined in the Fremont County Zoning Code.

Minimum Building Site Area. No building site shall contain more than one residential structure and each building site shall have a minimum ground area of 1/2 acre.

Preservation of Natural Environment. Removal of trees and altering of the natural scenery shall be limited so that necessary for home construction. Any interference with natural drainage shall be restricted.

Sewage Disposal. The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code.

"The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code. Transevaporative type septic systems shall be prohibited".

Leaching fields within the subdivision shall be buried to a depth of at least 30 inches from the surface of the ground. There shall be no evapotranspiration sewage treatment units.

Easements. All side and rear lot lines shall be subject to 10 feet easements for utility and drainage ways. No dwelling, improvements, materials, equipment or refuse shall be placed on any part of said property within the area of the easements reserved. All irrigation ditches are subject to a 10 feet easement on each side of said ditch.

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

Garbage and Refuse Disposal. No part of the property above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste.

Water Use. Each residential site shall contain no more than one water well, which shall be used solely for household purposes in a single-family dwelling, not including irrigation from said well for lawns, gardens, or any other purposes. Hand-dug wells for any purpose shall be prohibited. No well shall be dug on any site until a permit thereof has been obtained from the State of Colorado or other regulatory authority, which permit may require that prior to use thereof, each well shall be fitted with an approved meter capable of registering the flow of water therefrom. The drilling or use of any well in this subdivision in a manner contrary to the provisions of this covenants or to conditions set forth in any well permit issued by proper authority shall constitute a violation of these protective covenants.

Wells restricted to in-house use only, without any right to use the water outside the house will be allowed within the subdivision, subject to change in the water augmentation program for the subdivision providing additional water for domestic and other pursuits, as authorized by competent authority.

The developers hereby assign to the State of Colorado, acting by and through its duly appointed officials, the right to enforce the covenants contained in this section, water use, as fully as said developers can themselves.

Fire Prevention. In order to minimize the danger of damage to and destruction of natural foliage, buildings, and other improvements from fire, lot owners shall furnish water from private wells as available whenever required for the prevention or suppression of fire. Also, each lot shall be required to provide storage cisterns, the size of which shall be 100 gallons per acre protected or 500 gallons per dwelling unit, whichever is greater. No outdoor burning of any kind shall be permitted, except for outdoor cooking, unless in an approved incinerator with ash control. All fireplace chimneys shall have protective wire screens at or near their top to prevent burning particles from escaping.

Violation of Covenants. Violations of any of the covenants or restrictions herein contained shall give to developers, their agents or assigns, the right to enter upon the property as to which such violation exists, and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and Developers, their agents or assigns, shall not thereby be deemed guilty of any manner of trespass for such entry, abatements, or removal.

Term of Covenants. Except for the terms of the covenant on water use, set forth above, each of the covenants, restrictions, and reservations set forth herein shall continue to be binding for a period of 10 years from the date of filing hereof in the office of the Clerk and Recorder of Fremont County, Colorado, and shall continue for successive 10-year periods unless 75% of the lot owners subject to these covenants proposes a change of changes for part or all of the lands subject to these covenants in writing at least 1 year prior to the beginning of any 10-year period in the office of the County Clerk and Recorder of Fremont County, Colorado. The above water use covenant shall continue and not be released or modified until in addition to the above requirements, a decree is obtained authorizing such release or modification from the water court or other court with jurisdiction over the premises and water rights dedicated thereto.

Severability. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Limitation of Liability. The liability hereunder of declarant shall be limited to the value of the property owned by it in this subdivision at the time of such violation.

County Regulations. To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

Enforcement. Enforcement by developers, their successors and assigns, or by any lot owner or owners shall be by proceedings at law or in equity against any person or persons who violate or make an attempt to violate one or more of the covenants set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this declaration this 23rd day of May, 1977.

Walter O. Ireland
Walter O. Ireland

E. Lucille Ireland
E. Lucille Ireland

STATE OF COLORADO)
County of Fremont) ss.

The above and foregoing instrument was acknowledged before me this 24th day of May, 1977, by WALTER O. IRELAND and E. LUCILLE IRELAND.

WITNESS my hand and official seal.

My commission expires:

FEBRUARY 25, 1980

Robert G. [Signature]
Notary Public

THIS DEED, Made this 26th day of September 19 82, between

E. LUCILLE IRELAND-----

RECORDER'S STAMP

STATE DOCUMENTARY FEE
 Date OCT 28 1982
 Amount \$ 504

of the County of Fremont and State of Colorado, of the first part, and

JAMES D. GULICK and BARBARA J. GULICK, whose address is 5712 Arrowhead, El Paso, Texas 79924

of the County of El Paso and State of Texas of the second part:

WITNESSETH, that the said part Y of the first part, for and in consideration of the sum of A SUM IN EXCESS OF TEN DOLLARS-----

to the said part Y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Fremont and State of Colorado, to wit:

Lot 85, Acres of Ireland, Filing No. 2.

Subject to all minerals and gas and oil as previously reserved by prior grantors.

Subject to easements and restrictions as stated and shown on plat of Acres of Ireland, Filing No. 2.

Subject to protective covenants recorded in Book 596, Page 473, Deed Records, Fremont County, which grantees and assigns agree to assume and perform.

Subject to a Decree of the Water Court being Water Division No. 2, recorded June 15, 1977, in Book 597, Page 458, Deed Records, Fremont County (Reception No. 429946).

Subject to other exceptions, reservations and easements of record.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part Y of the first part, 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 said parties of the second part, their heirs and assigns forever. And the said part Y of the first part, for her self, heirs, executors, and administrators do es covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the sealing and delivery of these presents is well seized of the premises above conveyed, as of good, lawful, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and full authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever.

subject to general property taxes for 1982, due January 1, 1983, which the grantees assume and agree to pay.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said part Y of the first part ha s hereunto set her hand and seal -- the day and year first above written.

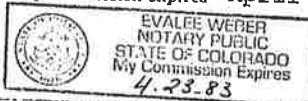
Signed, Sealed and Delivered in the Presence of

E. Lucille Ireland [SEAL]
 E. LUCILLE IRELAND

STATE OF COLORADO,
 County of Fremont } ss.

The foregoing instrument was acknowledged before me this 26th day of September 19 82, by* E. LUCILLE IRELAND.

My commission expires April 23, 19 83. Witness my hand and official seal.



Evalde Weber
 601 Greenwood, Canon City, CO 81212
 Notary Public.

S. O. F. \$1.50

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 2718

APPLICATION 3763

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at ueblo, Colorado whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

William McLaughlin has been established and duly consummated, in conformity to law for the North half of the South East Quarter of Section ten and the North West Quarter of the North West Quarter of the South East Quarter of Section eleven in Township forty eight North of Range ten East of New Mexico Meridian in Colorado containing One hundred and Sixty Acres

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

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said William McLaughlin the tract of land above described:

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

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

Given under my hand, at the City of Washington, the Eleventh day of January, in the year of our Lord one thousand eight hundred and Ninety two, and of the Independence of the United States the one hundred and Sixteenth

BY THE PRESIDENT: Benjamin Harrison
By E. Macfarland Asst. Secretary.
S. P. Roberts Recorder of the General Land Office.



Recorded, Vol. 8 Page 57

Filed for Record the 7th day of June A. D. 1892, at 9 o'clock A. M.

G. H. Cassidy Recorder

By _____ Deputy.

In witness whereof, said party of the first part has caused the execution of these presents under its corporate name by its President and its corporate seal to be hereunto affixed attested by its Secretary, the day and year first above written.
(Corporate seal)
Attest: Jno. G. Kerr, Secretary.
The Kerr Stone Company
By G. E. Ross Lewin, President.

State of Colorado, City and County of Denver. ss.

I, Frank J. Denison, a Notary Public within and for the City, County and State afore-said, do hereby certify that Geo. E. Ross Lewin who is personally known to me to be the president of The Kerr Stone Company and whose name is subscribed to the foregoing instrument, 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 and as the free and voluntary act and deed of said The Kerr Stone Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this twentieth day of April, A.D. 1903.
My Commission expires February 28-1903.
(Notarial Seal)

Frank J. Denison, Notary Public.

No. 65966
United States America
to
Archibald W. Alexander.
P A T E N T.
Filed for record
May 14, 1903.
at 2-45 P.M.
L. X. Kohlman, Rec.
By R. S. Lewis, Dep.

DEPARTMENT OF THE INTERIOR,
General Land Office.

Washington, D.C., May 2 1903.
I, W. A. Richards, Commissioner of the General Land Office, do hereby certify that the annexed copy of Patent in favor of Archibald W. Alexander founded on Pueblo, Colorado Cash Entry No. 3546 is a true and literal exemplification from the record in this office.

In Testimony Whereof, I have hereunto subscribed my name and caused the Seal of this Office to be affixed, at the City of Washington, on the day and year above written.

W. A. Richards,
Commissioner of General Land Office
(Seal U.S.L.O.)

The United States of America,
Certificate No. 3546. To all to whom these presents shall come, Greeting:
Whereas Archibald W. Alexander of Fremont County Colorado has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo Colorado whereby it appears that full payment has been made by the said Archibald W. Alexander according to the provisions of the Act of Congress of the 24th of April 1820, entitled "An Act making further provision for the sale of the Public Lands", and the acts supplemental thereto, for the south east quarter of section eleven in Township forty-eight north of Range ten east of New Mexico Meridian in Colorado containing one hundred and sixty acres according to the Official Plat of the Survey of said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Archibald W. Alexander.
Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Archibald W. Alexander and to his heirs, the said tract above described; To have and to hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereto belonging, unto the said Archibald W. Alexander and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.
In testimony whereof, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the twenty-ninth day of March, in the year of our Lord one thousand eight hundred and eighty-nine, and of the Independence of the United States the one hundred and thirteenth.

(L.S.)

By the President: Benjamin Harrison
By M. McKean, Secretary
Robt. W. Ross, Recorder of the General Land Office.

Recorded Colorado, Vol. 115, Page 405.

No. 65967.
United States America,
to
Charles M. Hobson.
P A T E N T.
Filed for record
May 14, 1903
at 2-46 P.M.
L. X. Kohlman, Rec.
By R. S. Lewis, Dep.

DEPARTMENT OF THE INTERIOR,
General Land Office.

Washington, D.C., May 2, 1903.
I, W. A. Richards, Commissioner of the General Land Office, do hereby certify that the annexed copy of Patent in favor of Charles M. Hobson founded on Pueblo, Colorado Cash Entry No. 3545 is a true and literal exemplification from the record in this office.

In testimony whereof, I have hereunto subscribed my name and caused the Seal of this Office to be affixed, at the City of Washington, on the day and year above written.

W. A. Richards,
Commissioner of General Land Office.
(Seal U.S.L.O.)

THE UNITED STATES OF AMERICA,
Certificate No. 3545. To all to whom these presents shall come, Greeting:
Whereas Charles M. Hobson of Fremont County Colorado has deposited in the General Land

275210

State of Colorado } ss
County of Fremont }

Filed for record Jan. 21,
1952, at 9:30 A.M., Recorder
Mary J. McDonough, Recorder
MAYME MORRISON, DEPUTY
Fees \$1.20

In consideration of the payment of the debt secured by that certain Mortgage made by Augustus W. Parks and Laura L. Parks as Mortgagors to Leonard Bentley as Mortgagee, recorded in Book 320 at page 453 of the records in the office of the Recorder of Deeds of the County of Fremont in the State of Colorado, the said Mortgage is hereby released and the said Mortgagee hereby reconveys to the said Mortgagors the following described property situate in said County, to-wit:

Beginning at a point 354.16 feet East and 662.1 feet North of the Southwest Corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Four (4), Township Nineteen (19) South, Range Seventy (70) West of the Sixth P.M. and running thence East 544.5 feet, thence South 80 feet, thence West 544.5 feet thence North 80 feet to the place of beginning, containing one (1) acre. Together with seven shares of the Capital Stock of the DeWesse Dye Ditch and Reservoir Company.

Executed this 21st day of January A.D. 1952.

Witness:

LEONARD BENTLEY (SEAL)

State of Colorado } ss
County of Fremont }

The foregoing instrument was acknowledged before me this 21st day of January, 1952, by Leonard M. Bentley.

Witness my hand and official seal.
My commission expires February 1, 1954.

(Notarial Seal)

ALEXANDER W. BRIDGES
Notary Public

275219

State of Colorado } ss
County of Fremont }

Filed for record Jan. 21,
1952, at 3:30 P.M., Recorder
Mary J. McDonough, Recorder
MAYME MORRISON, Deputy
Fees, \$1.90

This Deed made this 29th day of March in the year of our Lord one thousand nine hundred and fifty-one, between Alvin C. Brown and Maurine Brown of the County of Fremont and State of Colorado, of the first part, and Carl E. Rundell and Amy E. Rundell of the County of Fremont and State of Colorado, of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lots or parcels of land, situate, lying and being in the County of Fremont and State of Colorado, to-wit:

The North Half of the Southeast Quarter (NE $\frac{1}{2}$ SE $\frac{1}{4}$) Section Ten (10), and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section eleven (11), all in Township Forty-eight (48) North, Range Ten (10) East of the New Mexico Meridian, together with all of the Hillside Ditch, which is West Creek, Priority No. 3, and all right in and to or in any way belonging thereto, excepting lands conveyed by Warranty Deed as follows:

W. H. Latham, to John W. Marshall, recorded in Book 125, Page 71 in the Clerk and Recorder's Office of Fremont County, Colorado, as follows: All that part of the Southwest Quarter of the Northwest Quarter of Section 11, Tp. 48 N. R. 10 East, beginning at the Northwest corner of said Sub-division; thence East across West Creek 1227.7 feet; thence South 431.36 feet to top of the Bluffs; thence South 79° West 1250.7 feet to West line Section 11; thence North 672.34 feet to place of beginning, containing 15.6 acres, more or less.

Also except easements and right of way in gross, being 30 feet in width on each side of the following line, to-wit: Beginning at a point on the East line of Section 11, Tp. 48 N. R. 10 East of the New Mexico Meridian, said point being 1715 feet North of the Southeast corner of said Section 11; thence South 35 deg. West a distance of 1547 feet to a point where said line intersects the county road known as the Cherry Creek Road.

Also the Southeast Quarter of Section 11, Township 48 North, Range 10 East of the New Mexico Meridian, less a tract of land in said Southeast Quarter of Section 11, Township 48 North, Range 10 East, New Mexico Meridian; thence West a distance of 806 feet to the County road; thence Northeasterly along said County Road a distance of 740 feet; thence Southeasterly a distance of 700 feet in a straight line to the place of beginning, containing in area six and one-half acres, more or less, as is conveyed by deed recorded in Book 160, page 134 thereof of the official records of the County of Fremont and State of Colorado.

Also the Northwest Quarter of Section 14, Township 48 North, Range 10 East, New Mexico Meridian.

Also a tract of land in the North one-half of the Northeast Quarter of Section 14, Tp. 48 N. R. 10 East of the New Mexico Meridian, described as follows: All that part of the North one-half of the Northeast Quarter of said Section 14, which lies West of the County Road, which said County road parallels the East bank of Cherry Creek in Fremont County, Colorado, such tract containing in area seventeen acres, more or less.

Together with all ditches and ditch rights of way, and all rights to and interest in ditches and ditch rights of way, and all water and water rights, which have been and are used for the irrigation of the above described lands, and for the irrigation of any part thereof, and all water rights decreed to said land for irrigation thereof or any part thereof, and for domestic use thereon. And more particularly the Allen Ditch, which is Cherry Creek priorities numbered 1 and 2.

Also all rights, title and interest in the Taylor Grazing Permits, issued to the said party of the first part under authority and by the Government of the United States of America or the Interior Department thereof.

Excepting and reserving to the grantors herein, one-half of all mineral rights and the right of ingress and egress to remove the same.

T.R.S. \$22.00

Together with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way, and all water and water rights, which have been and are, used for the irrigation of the above described lands, and for the irrigation of any part thereof]

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 said parties of the first part, 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 said parties of the second part the survivor of them, their assigns and the heirs of such survivor forever. And the said Alvin C. Brown and Maurine Brown parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor thereof and their assigns; that at the time of the unsealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads and ditches, or any of them, which include any part of the premises above described subject to that Mortgage Deed from the grantors herein to J. S. and Bertha Farrell and recorded in Book 320 at Page 394 in the Fremont County records, which the grantees assume and agree to pay and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor thereof and their assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in Presence of

ALVIN C. BROWN (SEAL)
MAURINE BROWN (SEAL)

State of Colorado }
County of Fremont } ss

I, Mina Burns a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alvin C. Brown and Maurine Brown who are personally known to me to be the persons whose names are subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

My commission expires March 16, 1952.
Given under my hand and Notarial seal this 20th day of March, A.D. 1951

(Notarial Seal)

MINA BURNS
Notary Public

STATE OF COLORADO)
COUNTY OF FREMONT) ss.

275286
Filed for record
January 24, 1952
at 8:00 A. M.
MARY J. MC DONOUGH, Recorder
EVELYN TOSETTO, Deputy
Fees \$1.00

RELEASE OF MORTGAGE

IN CONSIDERATION of the payment of the debt secured by that certain Mortgage made by J.M. Kelley and Mary O. Kelley as Mortgagors to The First National Bank, Canon City, Colorado, as Mortgages, recorded in Book 327 at Page 40 of the records in the office of the Recorder of Deeds of the County of Fremont in the State of Colorado, the said Mortgage is hereby released and the said Mortgagee hereby reconveys to the said Mortgagors the following described property situate in said County, to-wit:

Lots Seven (7), Eight (8), and Nine (9) in Block Three (3) in Chapman's Sub-division of Lot Ten (10) and the South Half of Lot (9) in Canon Gardens according to the Plat thereof on file and of record in the office of the County Clerk and Recorder of Fremont County, Colorado.

Executed this 12th day of January, A.D. 1952.

WITNESS:
IRA H. MITCHENER
Assistant Cashier

The First National Bank, Canon City, Colo.
By B.E. Totten
Cashier (SEAL)

STATE OF COLORADO)
COUNTY OF FREMONT) ss.

The foregoing instrument was acknowledged before me this 12th day of January, 1952, by B.E. Totten, Cashier of the First National Bank, Canon City, Colo.
Witness my hand and official Seal.
My commission expires February 1, 1954.
(NOTARIAL SEAL)

ALEXANDER W. BRIDGES
Notary Public

275286

STATE OF COLORADO)
COUNTY OF FREMONT) ss.

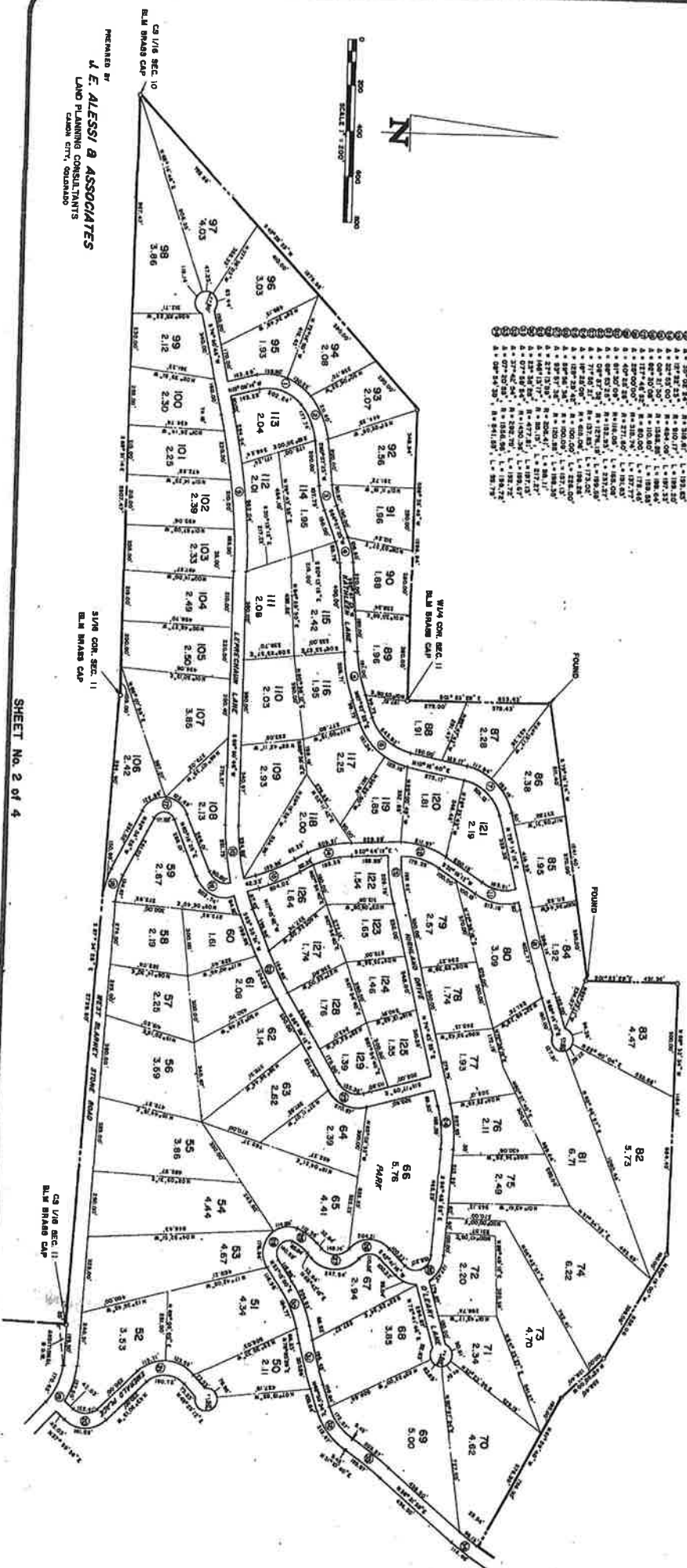
Filed for record Jan. 25,
1952 at 10:00 A. M.,
Mary J. McDonough, Recorder
By Evelyn Tosetto, Deputy.
Fees, \$1.25

THIS DEED, Made this 17th day of December in the year of our Lord one thousand nine hundred and fifty-one, between THE FLORENCE BUILDING AND LOAN ASSOCIATION a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and ROY EARL HAY of the County of Fremont and State of Colorado, of the second part;

A SUBDIVISION in FREMONT COUNTY, COLORADO

ROAD CURVE CENTERLINE DATA

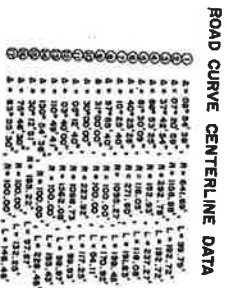
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PREPARED BY
J. E. ALESSI & ASSOCIATES
LAND PLANNING CONSULTANTS
CANYON CITY, COLORADO

SHEET No. 2 of 4

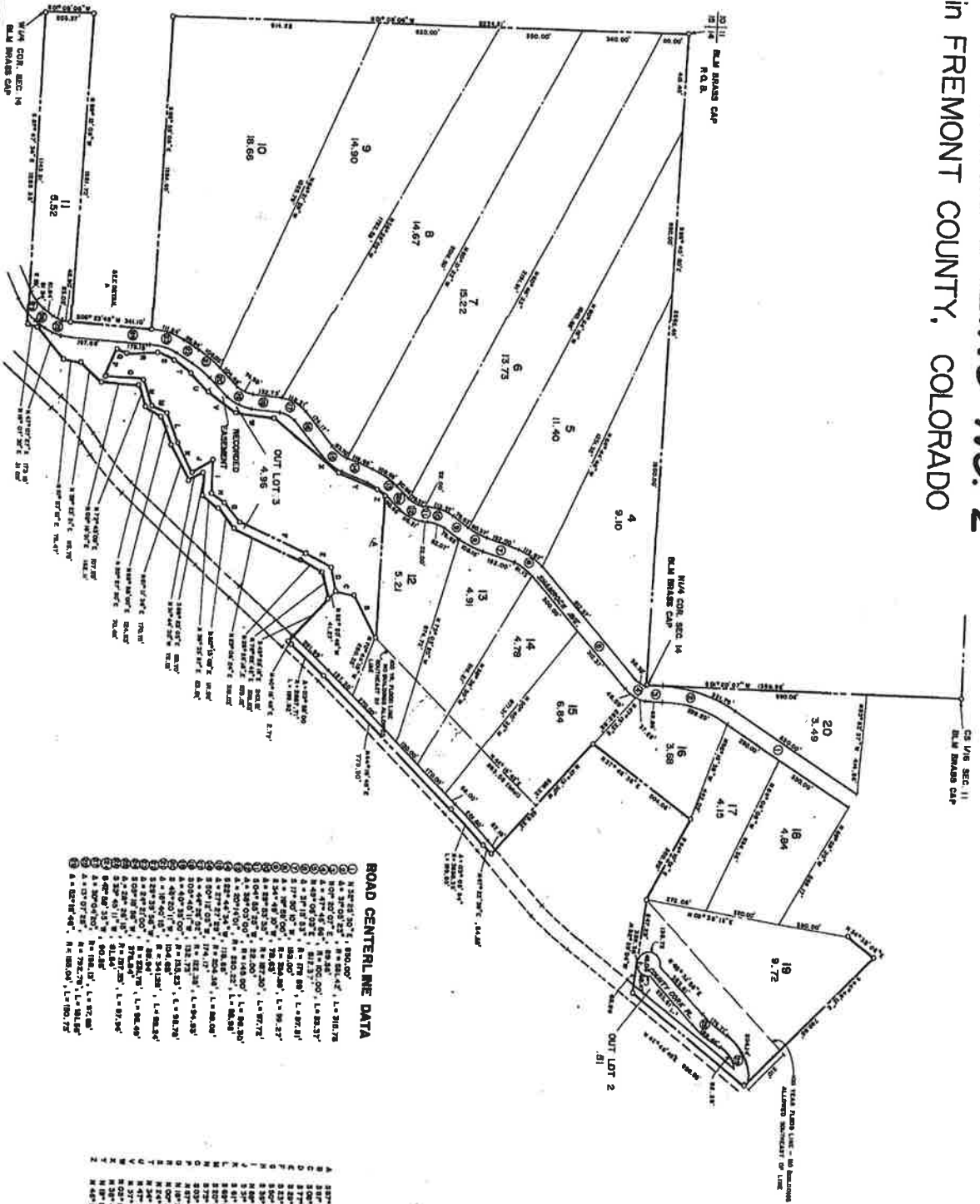
A SUBDIVISION in FREMONT COUNTY, COLORADO



SHEET No. 3 of 4

ACRES OF IRELAND FILING NO. 2

A SUBDIVISION in FREMONT COUNTY, COLORADO



PREPARED BY
J. E. ALESSI & ASSOCIATES
LAND PLANNING CONSULTANTS
DENVER CITY, COLORADO

SCALE 1" = 200'

N

DETAIL A

COPY

Filed in the office of the
Clerk, District Court Water
Division No. 2, State of
Colorado

JUN 3 1977

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 2 STATE OF COLORADO

Case No. W-4447

Russell J. Lundy
Clerk

In the Matter of the Application)
for Water Rights of)
WALTER O. IRELAND and E. LUCILLE)
IRELAND,)
in Fremont County)

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
DECREE

ACRES OF IRELAND
FILING No. 2

This matter came on for hearing on April 29, 1977, on
the Amended Application for Approval of Plan of Augmentation
Including Exchange and for Changes in Water Right Required for
Operation of the Plan, filed by Walter O. Ireland and E. Lucille
Ireland, and referred to as the applicant represented by
Robert G. Fredrickson of Fredrickson, Johnson and McDermott,
P.C.; and a statement of opposition filed by Southeastern
Colorado Water Conservancy District represented by its counsel,
Charles J. Beise and Howard K. Holme of Fairfield and Woods.

Based upon the testimony and exhibits this court hereby
issues the following Findings of Fact, Conclusions of Law
and Decree for Acres of Ireland Filing No. 2 and the Court
Finds:

1. The Amended Application for Approval of Plan of
Augmentation Including Exchange and for Changes in Water
Right Required for Operation of the Plan was filed by
Walter O. Ireland and E. Lucille Ireland on November 19th,
1976.

2. The water judge sitting in this court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not.

3. A statement of opposition designated Objection was filed within the time provided by statute by Southeastern Colorado Water Conservancy District. The time for filing statements of opposition by others has expired.

4. Opponent Southeastern Colorado Water Conservancy District is the repayment entity for the Fryingpan Arkansas Project. It is the holder of numerous decrees on the Arkansas River and alleged that the application, if granted, would result in injury to its rights, and to the aquifer of the Arkansas River.

5. Applicant's Plan is to convert 0.054 c.f.s. of its Allen Ditch, Cherry Creek, Priority No. 1 also known as Arkansas River Priority No. 190 (out of a total of 1.2 c.f.s. owned by the applicant), priority date June 30, 1877, presently diverted from Cherry Creek, a tributary of the Arkansas River for irrigation, as a source of water of in-house wells for 129 single family lots, located in Acres of Ireland, Filing No. 2, subdivision near Howard. Subdivision lot purchasers are to obtain "Household Use Only" well permits; the subdivision plat, restrictive covenants and this decree prohibit transeva-porative type septic systems.

6. The Plan requires Applicant to replace in the Arkansas River stream system, by exchange the consumptive use of the

subdivision through such wells, by permanently removing from irrigation 3.6 acres of applicant's lands together with 6.18 acres of lands used for roads in the Subdivision, and permanently terminating use of said 0.054 c.f.s. on such lands, thus balancing the household consumptive use with that of the lands removed from irrigation. To the extent household use depletions do not correspond with the time of occurrence of the historic irrigation depletions, applicant proposes to store a portion of the water which would be available under the priority and make releases from such storage to assure no loss to the river. Applicant owns a pond known as Ireland Lake No. 2, located on out Lot 3, Acres of Ireland Filing No. 2. This pond or lake has a surface area of 1.00 acre feet with a capacity of 6.0 acre feet. This reservoir to the extent of 6.0 acre feet is to be devoted to the plan and to be subject to the order. The plan calls for diversion of sufficient water out of the 0.054 c.f.s. to storage in this Lake during the summer months to enable applicant to make winter releases of such stored water as necessary to balance winter subdivision depletions.

7. The proposed operating plan is to place a suitable discharge device in Ireland Lake No. 2 so that the amount of subdivision consumptive use (average daily rate of 0.011 c.f.s.) is constantly released to Cherry Creek. In addition, the 0.054 c.f.s. which is to be removed from irrigation will be returned to and measured into Ireland Lake No. 2. The Lake or reservoir will act as a equalizer to assure that the replacement rate of 0.011 c.f.s. is always available to Cherry Creek. Any excess flow into the reservoir will be released to Cherry Creek through a service spillway.

8. Applicant has conveyed title to the 0.054 c.f.s. water right, the lake having a storage capacity of 6.0 acre feet and out Lot 3, containing 4.96 acres, 3.6 acres of which were historically irrigated as alfalfa land, to the Trustee, Ireland Domestic Development Water Corporation, a Colorado corporation. In addition to the 3.6 acres transferred to the Trustee, the roads in the subdivision which have been historically irrigated contain 6.18 acres which will be permanently removed from irrigation. Historically, the 0.054 c.f.s. has been used to irrigate the 3.6 acres of alfalfa. The Trustee holds the property described for the benefit of the owner and owners of the subdivision and the lot purchasers, with the obligation permanently to remove the lands involved for irrigation, supply storage water from Ireland Lake No. 2, and to enforce any decree entered here. The Trustee is bound by the provisions of this decree. It is required to make available to each lot owner his entitlement to a water supply hereunder.

FURTHER FINDINGS OF FACT AND CONCLUSIONS OF LAW
AND DECREE RELATING TO ACRES OF IRELAND,
FILING NO. 2

Subdivision Water Requirements

9. The water requirements for the subdivision was determined using the following criteria:

129 Lots with single family dwellings
65 gallons per person per day
3.5 persons per dwelling
365 day occupancy (100%)

The water requirement per dwelling is 84,000 gallons per year or 0.25 acre feet.

The annual subdivision requirement is 10.8 million gallons or 32.25 acre feet. This amount is an average daily rate of 0.045 c.f.s.

The annual consumptive use of the in-house water usage for the subdivison was estimated at 15% based upon estimates by the office of the State Engineer and other engineering reports on similar subdivisions. This estimate yields an annual amount of 4.84 acre feet and an average rate of 0.0068 c.f.s.

Additional Consumptive Use Due to Operation of Plan

10. The plan anticipates the use of an existing reservoir, known as Ireland Lake No. 2, located on outlot 3 Acres of Ireland, to equalize the release rate of the exchange water from the Allen Ditch. The evaporation from this reservoir will be a consumptive use in the operation of the plan. This evaporation amount is estimated as:

Surface Area	1.0 acres
Estimated Evaporation Rate	3.0 feet per year
Evaporative Use	3.0 acre feet per year
Average Daily Rate	0.0041 c.f.s.

Total Subdivision Consumptive Use

11. The toal consumptive use from the subdivision and the reservoir is:

$$4.84 + 3.0 = 7.84 \text{ acre feet per year}$$

$$\text{Average daily rate} = 0.011 \text{ c.f.s.}$$

Present Consumptive Use

12. The applicant is the owner of the total amount decreed to the Allen Ditch of 1.2 c.f.s. and 2.0 c.f.s. This water has been historically diverted from Cherry Creek and used to irrigate 80 acres of alfalfa by the applicant. This irrigated land is included within the acre to be subdivided.

The annual crop consumptive use for alfalfa at Howard, Colorado was calculated using the Blaney-Criddle formula. The result is 2.1 feet per year.

To replace the consumptive use of the subdivision and the reservoir, the applicant proposes to permanently remove from irrigation sufficient land served by the Allen Ditch to balance 7.84 Acre feet per year.

The land to be removed is $\frac{7.84 \text{ acre feet}}{2.1 \text{ feet}} = 3.6 \text{ acres}$.

The applicant also proposes to return to Cherry Creek a proportionate share of the Allen Ditch water right which was used upon the said 3.6 acres of irrigated land. This amount is:

$$\frac{3.6 \text{ acres}}{80 \text{ acres total}} \times 1.2 \text{ c.f.s.} = 0.054 \text{ c.f.s.}$$

Proposed Operation of Exchange

13. The proposed operating plan is to place a suitable discharge devise in Ireland Lake No. 2 so that the amount of subdivision consumptive use (average rate of 0.011 c.f.s.) is constantly released to Cherry Creek. In addition, the 0.054 c.f.s. which is to be removed from irrigation will be returned to and measured into Ireland Lake No. 2. The Lake or reservoir will act as a equalizer to assure that the replacement rate of 0.011 c.f.s. is always available to Cherry Creek. Any excess flow into the reservoir will be released to Cherry Creek through a service spillway.

14. The owners under various contractual and security arrangements and developers of this subdivision are: Walter O. Ireland and E. Lucille Ireland, Star Route, Box 245, Howard, Colorado 81233.

15. The covenants for Acres of Ireland, Filing No. 2, recorded in Book 596 at Page 473 of the Records of said County, contain the following restrictions:

"The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code. TRANSEVAPORATIVE TYPE SEPTIC SYSTEMS SHALL BE PROHIBITED"

"In-house use only type wells will be allowed within the subdivision, subject to changes in the water augmentation program for the subdivision providing additional water for domestic pursuits."

Notes on the recorded plat states:

1. TRANSEVAPORATIVE SEPTIC SYSTEMS SHALL BE PROHIBITED.
2. WELLS SHALL BE RESTRICTED TO IN-HOUSE USE ONLY.

Description of the Subdivision Area

16. The Acres of Ireland subdivision, Filing No. 2, is located in Fremont County, Colorado, near the town of Howard and covers portions of SEctions 10, 11, 12 and 14; Township 48 North; Range 10 East; of the New Mexico Principal Meridian. The entire subdivision consists of 480 acres, more or less, as illustrated in Figure 1.

The area is situated on the eastern slope of the Northern Sangre De Cristo Mountain Range at elevations ranging between 6700 and 7300 feet above sea level. It consists primarily of a slightly sloping plateau above the Arkansas River with some areas of severe slopes, these being located primarily in drainage gulches. A good portion of the land is wooded with several large irrigated meadows interspersed.

Precipitation is usually moderate averaging approximately 15 inches per year, most of which occurs in the spring and summer. Snowfall varies from moderate to heavy but accumulation over the winter months is generally light.

Surface Soils

17. The surface soils on the subdivision have been mapped according to the Cooperative Soil Survey of the Soil Conservation Service.

Soil types present on the subdivision are deep and well drained and include Cascajo, Kim Loan, and the Kim-Cascajo Complex. The Cascajo is a very gravelly sandy loam and as a soil type limits the use of septic tanks slightly. However, this type of soil is found in the subdivision's steepest areas where the slope varies between 20% and 40% and as such this area has severe limitations for building sites.

The Kim Loan consists of uniform loam profiles usually underlain by gravelly sandy loam at various depths below 40 inches. This type of soil has slight limitations for septic tanks and slopes 0% to 8%, and has moderate limitations for acres where the slope varies between 9% and 15%. It is found where slopes range between 0% and 9% and thus is quite suitable for light buildings using septic tanks.

The rest of the area consists of a combination of the above two soil types and is known as the Kim-Cascajo Complex. The areas where this soil type is found consists of loamy hilltops and foot slopes underlain by sand, gravel, and cobble. Limitations on dwelling and septic tank filter fields are

moderate due to slopes where most of this soil is found, 9% to 15%. Where slopes are less than 9%, the limitations are slight.

For the most part, the area's soils are of a type suitable for the type of subdivision being planned, single family dwellings using conventional septic tanks with filter beds for waste disposal. In the determination of the consumptive water use by the subdivision, calculations are based on conventional septic tanks being used for all dwellings.

18. Walter O. Ireland and E. Lucille Ireland own 1.2 c.f.s. out of Cherry Creek Priority No. 1 which is also Arkansas River Priority No. 190 decreed by the District Court of Fremont County, Colorado, June 30, 1877. Said 1.2 c.f.s. has been used and is being used to irrigate their ranch property. 0.054 c.f.s. thereof was conveyed to the Trustee. Walter O. Ireland and E. Lucille Ireland remain entitled to delivery 1.146 c.f.s. of its 1.2 c.f.s. for irrigation, ranch and other purposes. 0.054 c.f.s. out of said 1.2 c.f.s. is subject to this decree. The remainder of said 1.2 c.f.s. (1.146 c.f.s.) is not subject to this decree.

19. The Allen Ditch is tributary to the Arkansas River near Howard, Colorado. The headgate of the above described ditch is situate at a point 84 rods East of the Quarter Section corner between sections 14 and 15 in Township 48 North, Range 10 East of the New Mexico Principal Meridian, in Fremont County. The Arkansas River is over-appropriated. Priority

No. 1 is of such an early date that water may be and has been diverted under it for irrigation generally from April or May into October each year except for a very few days occasionally and has provided a full ranch supply. On the average it has been diverted 181 days each year. The 0.054 c.f.s. is suitable for the use in this plan for augmentation.

20. The 3.6 acre tract of land to be permanently removed from irrigation is located on a part of out lot 3, Acres of Ireland, Filing No. 2. Out lot 3 contains 4.96 acres in its entirety and is owned by the Trustee. Said tract historically has been irrigated with the 0.054 c.f.s. during the months of April or May into October. Said tract, if perpetually removed from irrigation, is suitable for the purposes of this Plan of Augmentation. Said tract is subject to this order. 6.18 acres of roads located in said subdivision will also be permanently removed from irrigation.

21. The property subject to this Decree is (i) the 3.6 acre tract, (ii) the 0.054 c.f.s. and (iii) the 6.0 acre-feet of reservoir capacity in the lake also located on out lot 3, all described above. Said property is held by the Trustee for the benefit of the developers and lot owners of Acres of Ireland Filing No. 2. The remainder of the property held by the Trustee that is not subject to this order may be used by it for any purpose.

22. Approval of the plan described herein will not injuriously affect the owner of or persons entitled to use water, with respect to quantity of water, quality of water or time of use, under any vested water right or decreed conditional water right, including Southeastern Colorado Water Conservancy District. Said plan should be approved.

Decree

IT IS ORDERED, ADJUDGED, AND DECREED that

1. The plan of Walter O. Ireland and E. Lucille Ireland for Acres of Ireland, Filing No. 2 as herein modified is approved.

2. This plan is effective as to 129 lots in said subdivision. Each lot is restricted to a single family dwelling. Each dwelling may be served by a well and more than one dwelling may be served by a single well. Each household is restricted to using the water for in-house use only without any right to use the water for any purpose outside the house. Each dwelling shall be equipped with a non-evaporative sewage discharge system, and if a leaching field is used, the discharge pipes shall be buried 30 inches or more below ground level.

3. The property subject to this Decree is (i) the 3.6 acre tract, (ii) the 0.054 c.f.s. and (iii) the 6.0 acre-feet of reservoir capacity in Ireland Lake No. 2, all described in the Findings above. Said property is held by the Trustee for the benefit of the developers and lot owners of Acres of Ireland, Filing No. 2. The remainder of the property held by the Trustee is not subject to this order may be used by it for any purpose.

4. The Trustee shall permanently and on a perpetual basis cease the irrigation of the 3.6 acre tract of land described in the findings above, and shall, upon order of the Division Engineer, set concrete monuments at the four corners of said tract.

5. The Trustee on orders of the Division Engineer shall place a suitable discharge device in Ireland Lake No. 2 so that the amount of subdivision consumptive use at the average daily rate of 0.011 c.f.s. is constantly released to Cherry Creek. The 0.054 c.f.s. which is to be reused for irrigation will be returned to and released into Ireland Lake No. 2 any excess flow into the reservoir will be released to Cherry Creek through a service spillway. For administrative convenience the Division Engineer may vary the amounts being delivered into storage and to the stream provided the total of both amounts does not exceed 0.054 c.f.s.

6. The Trustee shall install and maintain such other works and devices and shall accurately measure and control waters stored in said Ireland Lake No. 2 received from 0.054 c.f.s. of the Allen Ditch Decree and the waters released from said Lake and such other works as shall accurately measure and control all waters subject to this decree, at such points as the Division Engineer shall require. Said facilities shall be installed, operated, and maintained at all times to the satisfaction of the Division Engineer.

7. Each lot owner shall install a water meter or other measuring device satisfactory to the Division Engineer. The Trustee shall supply the Division Engineer with readings therefrom semiannually and at such other times as the Division Engineer may require. The Division Engineer, or his agents, may read any meter at any time. The total amount of consumptive use by the subdivisions shall not exceed 7.84 acre-feet each water year. A water year is the 12 months period

commencing each successive April 1st. The total amount of water withdrawn by a single-family well shall not exceed 83,037 gallons in any water year. The total amount of water used in any one house if one well serves more than one house shall not exceed 83,037 gallons in any water year.

8. This decree is based upon the assumption that the 0.054 c.f.s. water right may lawfully be diverted 181 days per year. Based on such assumption, each house shall be entitled to use for its in-house use 83,037 gallons of water each water year. If during any water year said 0.054 c.f.s. priority may not legally be diverted for at least 181 days then the entitlement of each lot owner to a water supply of 83,037 gallons shall be determined by multiplying 83,037 gallons by a fraction the numerator of which is the number of days said 0.054 c.f.s. was in priority and the denominator of which is 181. After ascertaining that there is less than 83,037 gallons per house available for use in the current water year the Trustee shall take immediate steps to curtail household use so that the use in each house shall not exceed the total number of gallons available to it during that water year.

9. Any user who withdraws or uses water in violation of this decree shall be subject to all administrative and legal sanctions provided by law and by this decree including (i) shut-down orders issued by state water officials and (ii) loss of well permit for violations of conditions or provisions set forth in such permit or in this decree. No user diverting or using water under the authority of this decree shall rely or be entitled to rely upon the exemptions or presumptions set forth in 1973 C.R.S. Sec. 37-92-602 as amended.

10. Lot purchasers in the subdivisions may demonstrate their entitlement to participate in the benefits of the plan of augmentation, through the use of the Notices described in the findings. Where a single well may be required to serve residences on more than one lot, two or more Notices of Participation in the Plan of Augmentation may be filed in support of an application for a permit for such a common well, and the State Engineer may accept such notices as proving entitlement to the benefits of this plan.

11. The State Engineer and the Division Engineer of Water Division No. 2 shall not order the curtailment of diversion through any well used to provide water for such in-house use to any of the 129 lots for which this Plan is approved so long as diversions through any such well are in accordance with the terms of this decree, and there is water available under this decree to supply the substitute water required hereby. The State Engineer or Division Engineer shall curtail well diversions at all times when well use is not in accordance with the terms of this decree, or whenever substitute water is unavailable under this decree or from other legal sources to balance subdivision depletions.

12. The 0.054 c.f.s. water right, the 6.0 acre-feet of pond capacity, and the 3.6 acre tract all described above is the property held by the Trustee and shall be devoted to and subject to the provisions of this Decree.

13. Anytime after this plan has been in operation for five years and experience has been gained from actual operation, the Trustee may file an application for approval of a plan for augmentation in behalf of the subdivision for the purpose of

expanding or changing the decreed uses or otherwise making use for the subdivision of that part of the property subject to this Decree which, based on such experience, appears to be in excess of the ultimate in-house use requirements for the subdivision.

14. This decree shall become effective when (A) it has been recorded in the records of Fremont County, Colorado and (B) restrictive covenants binding the subdivision reading as set forth below have been adopted and proof thereof filed with the Clerk of this Court. (C) A duly executed and acknowledged deed conveying the 3.6 acres tract and the water rights set forth above have been placed of record. Copies of the recorded decree deed and covenants showing the recording information therefrom shall be sent to Southeastern Colorado Water Conservancy District and filed with the Water Clerk of this Water Court. The restrictive covenants with respect to each such subdivision shall state:

(1) Wells restricted to in-house use only, without any right to use the water outside the house will be allowed within the subdivision, subject to change in the water augmentation program for the subdivision providing additional water for domestic and other pursuits, as authorized by competent authority.

(2) Leaching fields within the subdivision shall be buried to a depth of at least 30 inches from the surface of the ground. There shall be no evapotranspiration sewage treatment units.

15. If any lots are sold prior to the recording of this decree and the restrictive covenants, the owners thereof must give written consent to and approve this decree and copies of such consent shall be filed with this Court and with the Southeastern Colorado Water Conservancy District.

Dated June 3, 1977 in pro terminis
 as of April 29th, 1977.

BY THE COURT:

John C. Statler
 JOHN C. STATLER, WATER JUDGE

APPROVED:

Southeastern Colorado Water Conservancy
 District

By: Charles J. Beise
 Attorney

WALTER O. IRELAND and E. LUCILLE IRELAND

By: Robert G. Jackson
 Attorney

DISTRICT COURT
 WATER DIVISION NO. 2
 STATE OF COLORADO
 Certified to be a full, true
 and correct copy of original
 on file. JUN 7 1977
 Date: JUN 7 1977
 PRISCILLA S. LUCERO, CLERK
 By: Priscilla S. Lucero
 Deputy Clerk

AUGMENTATION CERTIFICATE

Number 0681 (2000)

KNOW ALL MEN BY THESE PRESENTS that:

BRENT LEETH SMITH & DEBRA CAROLE MAHONEY

whose address is: PO Box 68, Howard, Colorado 81233
have applied for and paid for the following water rights pursuant to the terms and conditions of Judgment and Decree entered February 18, 1994 in Case No. 92CW84, Water Division No. 2, Colorado:

Well Location: SW ¼ of the NW ¼, Section 11, Township 48 North, Range 10 East, N.M.P.M.,
at distances of 1980 ft. from the North section line, and 660 ft. from the West section line.
Lot 85, Acres of Ireland Subdivision
Property Address: 0547 Kathleen Lane, Howard, Fremont County, Colorado 81233

Use for which augmentation is granted: Domestic: 2,000 square feet of lawn, ZONE B
*(Augments Case No. W-4447 - Single Family Home)

Amount of water granted: .100 acre foot

Pursuant to the aforesaid Judgment and Decree and administrative rules and regulations of Upper Arkansas Water Conservancy District (UAWCD) the water right applied for is hereby granted and conveyed to the Applicant on the following terms and conditions:

1. The Applicant shall install a totalizing flow meter to measure the quantity of water flowing from Applicant's water structure (well) and to measure water flowing into Applicant's water structure (pond). A written confirmation of such water flow shall be furnished to UAWCD not less frequently than annually at UAWCD office, 122 West 2nd Street, Salida, Colorado.

2. Applicant shall pay to UAWCD at its office in Salida, Colorado, annually, an amount of \$100.00 as the annual administrative fee. Such fee is due and shall be paid on or before March 15th of each year. UAWCD has the right and authority to increase or decrease such annual administrative fee upon ninety (90) days prior written notice to Applicant at Applicant's address herein, or such other address as Applicant may advise UAWCD in writing. Failure to pay the annual fee shall subject the Applicant to forthwith rescission of this Augmentation Certificate and immediate notice to the State Engineer, Division of Water Resources, that the certificate is no longer valid.

3. Applicant, upon transfer of the real property to which the water right is beneficially applied, shall, within 60 days of such transfer, notify UAWCD in writing of the ownership transfer. Applicant will record this certificate in the office of the clerk and recorder of the county in which the Applicant's real property is situated. This agreement is binding upon the heirs, legal representatives and assigns of the Applicant.

Issued this 26th day of January, 2000.

UPPER ARKANSAS WATER CONSERVANCY DISTRICT

By

Denzel Goodwin

Chairman

ATTEST:

[SEAL]

719123 08/24/2000 11:40A 481 NORMA HATFIELD
1 of 1 R 5.00 D 0.00 FREMONT CTY CLK&REC CO

DECLARATION OF ADDITIONAL
PROTECTIVE COVENANTS ON
CERTAIN LOTS IN ACRES OF
IRELAND, FILING NO. 2

11:15A
11.00
135

The undersigned owners of Lots 46, 47, 48, 51, 52, 53, 54, 68, 69, 70, Acres of Ireland, Filing No. 2, Fremont County, Colorado, as shown by the recorded plat thereof, in order to further protect and enhance the living environment and preserve the values in said subdivision, hereby declare that the lots described above shall be held, leased, sold, and conveyed subject to the additional covenants, restrictions, and provisions hereinafter set forth, and that each covenant and restriction shall run with the land and shall apply to and bind the present owners and their successors in interest.

544

USE - BUILDING TYPES

No lot shall be used except for residential purposes. Residential structures constructed, erected, or altered externally (for which the building permit was issued after the recording date of this document) shall have a gross liveable finished floor area of not less than 1300 square feet for a single-level structure and 1500 square feet for a multi-level structure, both exclusive of unfinished basement, porches, patios, covered but unenclosed areas, decks, and garages. Residential structures shall not exceed two stories in height, exclusive of basements having floors at least 5 1/2 feet below the pre-excavation grade at some point in the basement. Manufactured homes and modular homes, whether or not placed upon a permanent foundation, shall not be permitted on any lot except upon written approval of the owners of two-thirds (2/3) of the lots described herein and any other lots which may become subject to these covenants (one lot, one vote). Approval or disapproval of a particular manufactured or modular home shall be based upon its compatibility and harmony of external design with other residential structures subject to these covenants with respect to its style, construction, color, roof material and slope, and general appearance.

ENFORCEMENT

In the event of any violation of these covenants or any attempt to violate the same, any person or persons owning property subject to these covenants may bring an action at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages, or both. In any such litigation, the prevailing party shall be entitled to recover cost and reasonable attorney fees.

TERM - AMENDMENTS

- A. These covenants shall remain in full force and effect for twenty (20) years from the date of recordation, after which time they shall be extended automatically for successive terms of ten (10) years unless terminated by the owners of three-fourths (3/4) of the lots subject to these covenants (based upon one vote per lot).
- B. These covenants may be amended at any time by the owners of three-fourths (3/4) of the lots subject to these covenants (based upon one vote per lot).

IN WITNESS WHEREOF, the undersigned owners have executed this instrument in Fremont County, Colorado, this 1st day of September, 1998.

Charles W. Goff
Charles W. Goff

Rebecca J. Goff
Rebecca J. Goff
Lots 48, 52, 53, 69, and 70

William H. Carman, Jr.
William H. Carman, Jr.

Minnie K. Carman
Minnie K. Carman
Lots 46 and 47

Harry E. Auld, Trustee
Harry E. Auld, Trustee (Harry E. & Joann M. Auld Trust)

Jo Ann M. Auld, Trustee
Jo Ann M. Auld, Trustee (Harry E. & Joann M. Auld Trust)
Lot 68

Andrew P. Cruise
Andrew P. Cruise

Mary Ann Cruise
Mary Ann Cruise
Lot 54

Francis Patrick Murphy
Francis Patrick Murphy

Joan Murphy
Joan Murphy
Lot 51

STATE OF COLORADO)
) ss.
County of Fremont)

The above and foregoing instrument was acknowledged to before me this 1st day of September, 1998, by Charles W. Goff, Rebecca J. Goff, William H. Carman, Jr., Minnie K. Carman, Harry E. Auld, Jo Ann M. Auld, Andrew P. Cruise, and Mary Ann Cruise.

WITNESS MY hand and official seal.

My commission expires: 10-16-2000

Karen L. Bertrand
Notary Public



STATE OF WISCONSIN)
) ss.
County of Wood)

The above and foregoing instrument was acknowledged to before me this 5th day of Sept, 1998, by Francis Patrick Murphy and Joan Murphy.

WITNESS MY hand and official seal.

My commission expires:

Donna M. Steudt
Notary Public



RATIFICATION, CONSENT and RELEASEFILE # LLA 09-004

The undersigned mortgagee, DAVID A. MARCHIORI, beneficiary of a Deed of Trust, which instrument is filed under Reception Number 864243 of the Fremont County Clerk and Recorder's Records and which constitutes a lien upon certain real property hereby, ratifies and consents to the Lot Line Adjustment of such property described as Lot 84, Acres Of Ireland, Filing No. 2 and a portion of the NE 1/4 of Section 10 and a portion of the NW 1/4 of Section 11, Township 48 North, Range 10 East of the New Mexico Principal Meridian, Fremont County, Colorado, and joins in, ratifies and consents to all dedications or conveyances of land to public use and further hereby specifically releases all of the land which is dedicated or conveyed on the new final plat or described by deed of said property as public roadways, and all easements for public utilities, from the terms, provisions and lien of such Mortgage, Deed of Trust or Judgment as required by the Fremont County Board of County Commissioners upon certain real property situate in the County of Fremont, State of Colorado, to be known as CROIX LOT LINE ADJUSTMENT. By signing below the signer affirms that he/she is the duly authorized agent of the mortgagee and has power and authority to bind the mortgagee concerning this ratification, consent and release.

Dated this 16th day of JULY, 2009


David A. Marchiori

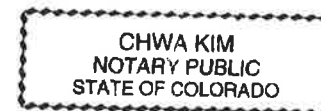
STATE OF COLORADO }
COUNTY OF ARAPAHOE }

The foregoing Ratification, Consent and Release Form was acknowledged before me this 16TH day of JULY, 2009 by David A. Marchiori

WITNESS my hand and official seal

My commission expires:

4/4/2011




Notary Public

My Commission Expires 04/04/2011

QUIT CLAIM DEED

THIS DEED, Made this 10th day of November, 2004

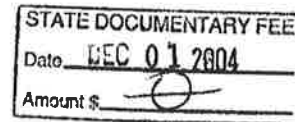
between Shireen K. Wrigley

of the County of Fremont and State of COLORADO, Grantor(s)

and Michael J. Wrigley

whose legal address is 547 Kathleen Lane, Howard, CO 81233

of the County of Fremont and State of COLORADO, Grantee(s)



WITNESSETH, That the grantor(s), for and in consideration of the sum of TEN AND NO/100 DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the grantee(s), his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Fremont and COLORADO, described as follows:

Lot 85, Acres of Ireland , Filing No. 2

County of Fremont,
State of Colorado

also known by street and number as: 547 Kathleen Lane Howard, CO 81233

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 grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), his heirs and assigns forever.

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(s) has executed this deed on the date set forth above.

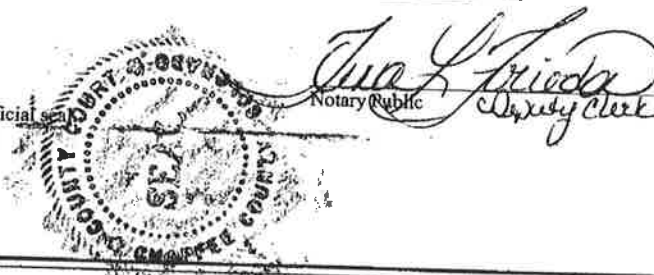
Shireen K. Wrigley

STATE OF COLORADO
COUNTY OF Fremont

} ss:

The foregoing instrument was acknowledged before me this 10th day of November, 2004
by Shireen K. Wrigley

Witness my hand and official seal
My Commission expires:



Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Royal Gorge Field Office

Serial Number
COC-36824

1 A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder Jacob & Martha Geller, 647 Shamrock Lane, Howard, CO 81233 receives a right to construct, operate, maintain, and terminate a an existing access road serving private property, existing culvert and chain gate on public lands (or Federal land for MLA Rights-of-Way) described as follows:

New Mexico Principal Meridian, Colorado
T. 48 N., R. 10 E.,
sec. 11, S1/2SE1/4SW1/4.

- b. The right-of-way or permit area granted herein is 15 feet wide, 345 feet long and contains 0.12 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on December 31, 2044, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☐ may ☒ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated 04/20/2015, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Jacob Kelly
(Signature of Holder)
Martha Keller
OWNERS
(Title)

Melissa KSGarcia acting for Keith Berger
(Signature of Authorized Officer)
Field Manager
(Title)

May 04, 2015
(Date)

May 11, 2015
(Effective Date of Grant)

32.00

COPY

Filed in the office of the
Clerk, District Court Water
Division No. 2, State of
Colorado

JUN 8 1977

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 2 STATE OF COLORADO

Case No. W-4447

Priscilla J. Lyons
Clerk

In the Matter of the Application)
for Water Rights of)
WALTER O. IRELAND and E. LUCILLE)
IRELAND,)
in Fremont County)

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
DECREE

ACRES OF IRELAND
FILING No. 2

This matter came on for hearing on April 29, 1977, on
the Amended Application for Approval of Plan of Augmentation
Including Exchange and for Changes in Water Right Required for
Operation of the Plan, filed by Walter O. Ireland and E. Lucille
Ireland, and referred to as the applicant represented by
Robert G. Fredrickson of Fredrickson, Johnson and McDermott,
P.C.; and a statement of opposition filed by Southeastern
Colorado Water Conservancy District represented by its counsel,
Charles J. Beise and Howard K. Holme of Fairfield and Woods.

Based upon the testimony and exhibits this court hereby
issues the following Findings of Fact, Conclusions of Law
and Decree for Acres of Ireland Filing No. 2 and the Court
Finds:

1. The Amended Application for Approval of Plan of
Augmentation Including Exchange and for Changes in Water
Right Required for Operation of the Plan was filed by
Walter O. Ireland and E. Lucille Ireland on November 19th,
1976.

2. The water judge sitting in this court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties, whether they have appeared or not.

3. A statement of opposition designated Objection was filed within the time provided by statute by Southeastern Colorado Water Conservancy District. The time for filing statements of opposition by others has expired.

4. Opponent Southeastern Colorado Water Conservancy District is the repayment entity for the Fryingpan Arkansas Project. It is the holder of numerous decrees on the Arkansas River and alleged that the application, if granted, would result in injury to its rights, and to the aquifer of the Arkansas River.

5. Applicant's Plan is to convert 0.054 c.f.s. of its Allen Ditch, Cherry Creek, Priority No. 1 also known as Arkansas River Priority No. 190 (out of a total of 1.2 c.f.s. owned by the applicant), priority date June 30, 1877, presently diverted from Cherry Creek, a tributary of the Arkansas River for irrigation, as a source of water of in-house wells for 129 single family lots, located in Acres of Ireland, Filing No. 2, subdivision near Howard. Subdivision lot purchasers are to obtain "Household Use Only" well permits; the subdivision plat, restrictive covenants and this decree prohibit transeva-porative type septic systems.

6. The Plan requires Applicant to replace in the Arkansas River stream system, by exchange the consumptive use of the

subdivision through such wells, by permanently removing from irrigation 3.6 acres of applicant's lands together with 6.18 acres of lands used for roads in the Subdivision, and permanently terminating use of said 0.054 c.f.s. on such lands, thus balancing the household consumptive use with that of the lands removed from irrigation. To the extent household use depletions do not correspond with the time of occurrence of the historic irrigation depletions, applicant proposes to store a portion of the water which would be available under the priority and make releases from such storage to assure no loss to the river. Applicant owns a pond known as Ireland Lake No. 2, located on out Lot 3, Acres of Ireland Filing No. 2. This pond or lake has a surface area of 1.00 acre feet with a capacity of 6.0 acre feet. This reservoir to the extent of 6.0 acre feet is to be devoted to the plan and to be subject to the order. The plan calls for diversion of sufficient water out of the 0.054 c.f.s. to storage in this Lake during the summer months to enable applicant to make winter releases of such stored water as necessary to balance winter subdivision depletions.

7. The proposed operating plan is to place a suitable discharge devise in Ireland Lake No. 2 so that the amount of subdivision consumptive use (average daily rate of 0.011 c.f.s.) is constantly released to Cherry Creek. In addition, the 0.054 c.f.s. which is to be removed from irrigation will be returned to and measured into Ireland Lake No. 2. The Lake or reservoir will act as a equalizer to assure that the replacement rate of 0.011 c.f.s. is always available to Cherry Creek. Any excess flow into the reservoir will be released to Cherry Creek through a service spillway.

8. Applicant has conveyed title to the 0.054 c.f.s. water right, the lake having a storage capacity of 6.0 acre feet and out Lot 3, containing 4.96 acres, 3.6 acres of which were historically irrigated as alfalfa land, to the Trustee, Ireland Domestic Development Water Corporation, a Colorado corporation. In addition to the 3.6 acres transferred to the Trustee, the roads in the subdivision which have been historically irrigated contain 6.18 acres which will be permanently removed from irrigation. Historically, the 0.054 c.f.s. has been used to irrigate the 3.6 acres of alfalfa. The Trustee holds the property described for the benefit of the owner and owners of the subdivision and the lot purchasers, with the obligation permanently to remove the lands involved for irrigation, supply storage water from Ireland Lake No. 2, and to enforce any decree entered here. The Trustee is bound by the provisions of this decree. It is required to make available to each lot owner his entitlement to a water supply hereunder.

FURTHER FINDINGS OF FACT AND CONCLUSIONS OF LAW
AND DECREE RELATING TO ACRES OF IRELAND,
FILING NO. 2

Subdivision Water Requirements

9. The water requirements for the subdivision was determined using the following criteria:

129 Lots with single family dwellings
65 gallons per person per day
3.5 persons per dwelling
365 day occupancy (100%)

The water requirement per dwelling is 84,000 gallons per year or 0.25 acre feet.

The annual subdivision requirement is 10.8 million gallons or 32.25 acre feet. This amount is an average daily rate of 0.045 c.f.s.

The annual consumptive use of the in-house water usage for the subdivision was estimated at 15% based upon estimates by the office of the State Engineer and other engineering reports on similar subdivisions. This estimate yields an annual amount of 4.84 acre feet and an average rate of 0.0068 c.f.s.

Additional Consumptive Use Due to Operation
of Plan

10. The plan anticipates the use of an existing reservoir, known as Ireland Lake No. 2, located on outlot 3 Acres of Ireland, to equalize the release rate of the exchange water from the Allen Ditch. The evaporation from this reservoir will be a consumptive use in the operation of the plan. This evaporation amount is estimated as:

Surface Area	1.0 acres
Estimated Evaporation Rate	3.0 feet per year
Evaporative Use	3.0 acre feet per year
Average Daily Rate	0.0041 c.f.s.

Total Subdivision Consumptive Use

11. The total consumptive use from the subdivision and the reservoir is:

$$4.84 + 3.0 = 7.84 \text{ acre feet per year}$$

$$\text{Average daily rate} = 0.011 \text{ c.f.s.}$$

Present Consumptive Use

12. The applicant is the owner of the total amount decreed to the Allen Ditch of 1.2 c.f.s. and 2.0 c.f.s. This water has been historically diverted from Cherry Creek and used to irrigate 80 acres of alfalfa by the applicant. This irrigated land is included within the acre to be subdivided.

The annual crop consumptive use for alfalfa at Howard, Colorado was calculated using the Blaney-Criddle formula. The result is 2.1 feet per year.

To replace the consumptive use of the subdivision and the reservoir, the applicant proposes to permanently remove from irrigation sufficient land served by the Allen Ditch to balance 7.84 Acre feet per year.

The land to be removed is $\frac{7.84 \text{ acre feet}}{2.1 \text{ feet}} = 3.6 \text{ acres}$.

The applicant also proposes to return to Cherry Creek a proportionate share of the Allen Ditch water right which was used upon the said 3.6 acres of irrigated land. This amount is:

$\frac{3.6 \text{ acres}}{80 \text{ acres total}} \times 1.2 \text{ c.f.s.} = 0.054 \text{ c.f.s.}$

Proposed Operation of Exchange

13. The proposed operating plan is to place a suitable discharge device in Ireland Lake No. 2 so that the amount of subdivision consumptive use (average rate of 0.011 c.f.s.) is constantly released to Cherry Creek. In addition, the 0.054 c.f.s. which is to be removed from irrigation will be returned to and measured into Ireland Lake No. 2. The Lake or reservoir will act as a equalizer to assure that the replacement rate of 0.011 c.f.s. is always available to Cherry Creek. Any excess flow into the reservoir will be released to Cherry Creek through a service spillway.

14. The owners under various contractual and security arrangements and developers of this subdivision are: Walter O. Ireland and E. Lucille Ireland, Star Route, Box 245, Howard, Colorado 81233.

15. The covenants for Acres of Ireland, Filing No. 2, recorded in Book 596 at Page 473 of the Records of said County, contain the following restrictions:

"The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code. TRANSEVAPORATIVE TYPE SEPTIC SYSTEMS SHALL BE PROHIBITED"

"In-house use only type wells will be allowed within the subdivision, subject to changes in the water augmentation program for the subdivision providing additional water for domestic pursuits."

Notes on the recorded plat states:

1. TRANSEVAPORATIVE SEPTIC SYSTEMS SHALL BE PROHIBITED.
2. WELLS SHALL BE RESTRICTED TO IN-HOUSE USE ONLY.

Description of the Subdivision Area

16. The Acres of Ireland subdivision, Filing No. 2, is located in Fremont County, Colorado, near the town of Howard and covers portions of SEctions 10, 11, 12 and 14; Township 48 North; Range 10 East; of the New Mexico Principal Meridian. The entire subdivision consists of 480 acres, more or less, as illustrated in Figure 1.

The area is situated on the eastern slope of the Northern Sangre De Cristo Mountain Range at elevations ranging between 6700 and 7300 feet above sea level. It consists primarily of a slightly sloping plateau above the Arkansas River with some areas of severe slopes, these being located primarily in drainage gulches. A good portion of the land is wooded with several large irrigated meadows interspersed.

Precipitation is usually moderate averaging approximately 15 inches per year, most of which occurs in the spring and summer. Snowfall varies from moderate to heavy but accumulation over the winter months is generally light.

Surface Soils

17. The surface soils on the subdivision have been mapped according to the Cooperative Soil Survey of the Soil Conservation Service.

Soil types present on the subdivision are deep and well drained and include Cascajo, Kim Loan, and the Kim-Cascajo Complex. The Cascajo is a very gravelly sandy loam and as a soil type limits the use of septic tanks slightly. However, this type of soil is found in the subdivision's steepest areas where the slope varies between 20% and 40% and as such this area has severe limitations for building sites.

The Kim Loan consists of uniform loam profiles usually underlain by gravelly sandy loam at various depths below 40 inches. This type of soil has slight limitations for septic tanks and slopes 0% to 8%, and has moderate limitations for acres where the slope varies between 9% and 15%. It is found where slopes range between 0% and 9% and thus is quite suitable for light buildings using septic tanks.

The rest of the area consists of a combination of the above two soil types and is known as the Kim-Cascajo Complex. The areas where this soil type is found consists of loamy hilltops and foot slopes underlain by sand, gravel, and cobble. Limitations on dwelling and septic tank filter fields are

moderate due to slopes where most of this soil is found, 9% to 15%. Where slopes are less than 9%, the limitations are slight.

For the most part, the area's soils are of a type suitable for the type of subdivision being planned, single family dwellings using conventional septic tanks with filter beds for waste disposal. In the determination of the consumptive water use by the subdivision, calculations are based on conventional septic tanks being used for all dwellings.

18. Walter O. Ireland and E. Lucille Ireland own 1.2 c.f.s. out of Cherry Creek Priority No. 1 which is also Arkansas River Priority No. 190 decreed by the District Court of Fremont County, Colorado, June 30, 1877. Said 1.2 c.f.s. has been used and is being used to irrigate their ranch property. 0.054 c.f.s. thereof was conveyed to the Trustee. Walter O. Ireland and E. Lucille Ireland remain entitled to delivery 1.146 c.f.s. of its 1.2 c.f.s. for irrigation, ranch and other purposes. 0.054 c.f.s. out of said 1.2 c.f.s. is subject to this decree. The remainder of said 1.2 c.f.s. (1.146 c.f.s.) is not subject to this decree.

19. The Allen Ditch is tributary to the Arkansas River near Howard, Colorado. The headgate of the above described ditch is situate at a point 84 rods East of the Quarter Section corner between sections 14 and 15 in Township 48 North, Range 10 East of the New Mexico Principal Meridian, in Fremont County. The Arkansas River is over-appropriated. Priority

No. 1 is of such an early date that water may be and has been diverted under it for irrigation generally from April or May into October each year except for a very few days occasionally and has provided a full ranch supply. On the average it has been diverted 181 days each year. The 0.054 c.f.s. is suitable for the use in this plan for augmentation.

20. The 3.6 acre tract of land to be permanently removed from irrigation is located on a part of out lot 3, Acres of Ireland, Filing No. 2. Out lot 3 contains 4.96 acres in its entirety and is owned by the Trustee. Said tract historically has been irrigated with the 0.054 c.f.s. during the months of April or May into October. Said tract, if perpetually removed from irrigation, is suitable for the purposes of this Plan of Augmentation. Said tract is subject to this order. 6.18 acres of roads located in said subdivision will also be permanently removed from irrigation.

21. The property subject to this Decree is (i) the 3.6 acre tract, (ii) the 0.054 c.f.s. and (iii) the 6.0 acre-feet of reservoir capacity in the lake also located on out lot 3, all described above. Said property is held by the Trustee for the benefit of the developers and lot owners of Acres of Ireland Filing No. 2. The remainder of the property held by the Trustee that is not subject to this order may be used by it for any purpose.

22. Approval of the plan described herein will not injuriously affect the owner of or persons entitled to use water, with respect to quantity of water, quality of water or time of use, under any vested water right or decreed conditional water right, including Southeastern Colorado Water Conservancy District. Said plan should be approved.

Decree

IT IS ORDERED, ADJUDGED, AND DECREED that

1. The plan of Walter O. Ireland and E. Lucille Ireland for Acres of Ireland, Filing No. 2 as herein modified is approved.

2. This plan is effective as to 129 lots in said subdivision. Each lot is restricted to a single family dwelling. Each dwelling may be served by a well and more than one dwelling may be served by a single well. Each household is restricted to using the water for in-house use only without any right to use the water for any purpose outside the house. Each dwelling shall be equipped with a non-evaporative sewage discharge system, and if a leaching field is used, the discharge pipes shall be buried 30 inches or more below ground level.

3. The property subject to this Decree is (i) the 3.6 acre tract, (ii) the 0.054 c.f.s. and (iii) the 6.0 acre-feet of reservoir capacity in Ireland Lake No. 2, all described in the Findings above. Said property is held by the Trustee for the benefit of the developers and lot owners of Acres of Ireland, Filing No. 2. The remainder of the property held by the Trustee is not subject to this order may be used by it for any purpose.

4. The Trustee shall permanently and on a perpetual basis cease the irrigation of the 3.6 acre tract of land described in the findings above, and shall, upon order of the Division Engineer, set concrete monuments at the four corners of said tract.

5. The Trustee on orders of the Division Engineer shall place a suitable discharge device in Ireland Lake No. 2 so that the amount of subdivision consumptive use at the average daily rate of 0.011 c.f.s. is constantly released to Cherry Creek. The 0.054 c.f.s. which is to be reused for irrigation will be returned to and released into Ireland Lake No. 2 any excess flow into the reservoir will be released to Cherry Creek through a service spillway. For administrative convenience the Division Engineer may vary the amounts being delivered into storage and to the stream provided the total of both amounts does not exceed 0.054 c.f.s.

6. The Trustee shall install and maintain such other works and devices and shall accurately measure and control waters stored in said Ireland Lake No. 2 received from 0.054 c.f.s. of the Allen Ditch Decree and the waters released from said Lake and such other works as shall accurately measure and control all waters subject to this decree, at such points as the Division Engineer shall require. Said facilities shall be installed, operated, and maintained at all times to the satisfaction of the Division Engineer.

7. Each lot owner shall install a water meter or other measuring device satisfactory to the Division Engineer. The Trustee shall supply the Division Engineer with readings therefrom semiannually and at such other times as the Division Engineer may require. The Division Engineer, or his agents, may read any meter at any time. The total amount of consumptive use by the subdivisions shall not exceed 7.84 acre-feet each water year. A water year is the 12 months period

commencing each successive April 1st. The total amount of water withdrawn by a single-family well shall not exceed 83,037 gallons in any water year. The total amount of water used in any one house if one well serves more than one house shall not exceed 83,037 gallons in any water year.

8. This decree is based upon the assumption that the 0.054 c.f.s. water right may lawfully be diverted 181 days per year. Based on such assumption, each house shall be entitled to use for its in-house use 83,037 gallons of water each water year. If during any water year said 0.054 c.f.s. priority may not legally be diverted for at least 181 days then the entitlement of each lot owner to a water supply of 83,037 gallons shall be determined by multiplying 83,037 gallons by a fraction the numerator of which is the number of days said 0.054 c.f.s. was in priority and the denominator of which is 181. After ascertaining that there is less than 83,037 gallons per house available for use in the current water year the Trustee shall take immediate steps to curtail household use so that the use in each house shall not exceed the total number of gallons available to it during that water year.

9. Any user who withdraws or uses water in violation of this decree shall be subject to all administrative and legal sanctions provided by law and by this decree including (i) shut-down orders issued by state water officials and (ii) loss of well permit for violations of conditions or provisions set forth in such permit or in this decree. No user diverting or using water under the authority of this decree shall rely or be entitled to rely upon the exemptions or presumptions set forth in 1973 C.R.S. Sec. 37-92-602 as amended.

10. Lot purchasers in the subdivisions may demonstrate their entitlement to participate in the benefits of the plan of augmentation, through the use of the Notices described in the findings. Where a single well may be required to serve residences on more than one lot, two or more Notices of Participation in the Plan of Augmentation may be filed in support of an application for a permit for such a common well, and the State Engineer may accept such notices as proving entitlement to the benefits of this plan.

11. The State Engineer and the Division Engineer of Water Division No. 2 shall not order the curtailment of diversion through any well used to provide water for such in-house use to any of the 129 lots for which this Plan is approved so long as diversions through any such well are in accordance with the terms of this decree, and there is water available under this decree to supply the substitute water required hereby. The State Engineer or Division Engineer shall curtail well diversions at all times when well use is not in accordance with the terms of this decree, or whenever substitute water is unavailable under this decree or from other legal sources to balance subdivision depletions.

12. The 0.054 c.f.s. water right, the 6.0 acre-feet of pond capacity, and the 3.6 acre tract all described above is the property held by the Trustee and shall be devoted to and subject to the provisions of this Decree.

13. Anytime after this plan has been in operation for five years and experience has been gained from actual operation, the Trustee may file an application for approval of a plan for augmentation in behalf of the subdivision for the purpose of

expanding or changing the decreed uses or otherwise making use for the subdivision of that part of the property subject to this Decree which, based on such experience, appears to be in excess of the ultimate in-house use requirements for the subdivision.

14. This decree shall become effective when (A) it has been recorded in the records of Fremont County, Colorado and (B) restrictive covenants binding the subdivision reading as set forth below have been adopted and proof thereof filed with the Clerk of this Court. (C) A duly executed and acknowledged deed conveying the 3.6 acres tract and the water rights set forth above have been placed of record. Copies of the recorded decree deed and covenants showing the recording information therefrom shall be sent to Southeastern Colorado Water Conservancy District and filed with the Water Clerk of this Water Court. The restrictive covenants with respect to each such subdivision shall state:

(1) Wells restricted to in-house use only, without any right to use the water outside the house will be allowed within the subdivision, subject to change in the water augmentation program for the subdivision providing additional water for domestic and other pursuits, as authorized by competent authority.

(2) Leaching fields within the subdivision shall be buried to a depth of at least 30 inches from the surface of the ground. There shall be no evapotranspiration sewage treatment units.

15. If any lots are sold prior to the recording of this decree and the restrictive covenants, the owners thereof must give written consent to and approve this decree and copies of such consent shall be filed with this Court and with the Southeastern Colorado Water Conservancy District.

Dated June 3, 1977 in rem pro tunc
 as of April 29th, 1977.

BY THE COURT:

John C. Statler
 JOHN C. STATLER, WATER JUDGE

APPROVED:

Southeastern Colorado Water Conservancy
 District

By: Charles J. Beise
 Attorney

WALTER O. IRELAND and E. LUCILLE IRELAND

By: Robert G. Johnson
 Attorney

DISTRICT COURT
 WATER DIVISION NO. 2
 STATE OF COLORADO
 Certified to be a full, true
 and correct copy of original
 on file. JUN 7 1977
 Date: _____
 PRISCILLA S. LUCERO, CLERK
 By: Priscilla S. Lucero
 Deputy Clerk

To all to whom these Presents shall come, Greeting.

Witnesses: Hon. D. L. Rogers of Alameda County,
California.

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

When D. Loring, according to the provisions of the Act of Congress of the 23rd of April, 1820, visited the mining district previously for the sale of the "Black Diamond" and the ore represented therein for the North half of the North East quarter, the South East quarter of the North West quarter and the North East quarter of the North West quarter of Section eleven in Township four north, Range ten East of the Third Principal Meridian, in Colorado, containing and bounding said thirty acres.

According to the Official List of the Library of the said Lords, transferred the General Land Office by the Survey
General, which said Fund has been purchased by the said Hon. D. Looper

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Hen. D. Lusk

... and a *Trust* also created. To have and to hold the same, together with all the rights, privileges, commodities and appurtenances, of whatever nature, description, belonging, and the and

H. S. Loper and his heirs and assigns have claim to all
lands and waters rights for grazing, agricultural, manufacturing or other purposes and rights to timber and minerals
and in connection with such water rights as may be conveyed and relinquished to the said Indians, land, and streams
of water, and also subject to the right of the proprietor of a vein or hole to extract and remove his ore therefrom, should the
same be found so plentiful as to warrant the prospect being worked, as provided by law. And there is reserved from the
land hereby granted, a right of way through for ditches or canals constructed by the authority of the United States.

The testimony of Daniel R. Harrison

President of the United States of America, have caused these letters to be printed, signed, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the twenty-fifth day of June, 1862, in the year of our Lord one thousand eight hundred and sixty-two, and of the Independence of the United States the one hundred and fiftieth.

By the President: Benjamin Harrison

Letter May 1st 1864

Certified to be a true and exact copy of
 the original record on file in the Cold
 Land Office, Denver, Colo. 80202

OCT 22 1970

Certifying Officer

171019
 STATE OF COLORADO
 COUNTY OF FREMONT) SS
 Filed for record
 July 26, 1929, @ 3:19 P.M.
 Bessie McQuown, Recorder.
 Fees 75¢

Correct: Approved: Approved:
 ALBERT R. CAMPBELL B.F. CURTIS A.W. YOUNG
 R.O.W. Agent State Const. Engineer State
 by A. CYFFIN Plant
 Superintendent

\$201.⁰⁰ Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. Twenty and 00/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest,

in the South half of the Northeast quarter of Section Thirty-six (36), Township Forty-eight (48) North, of Range Eleven (11) East of the New Mexico Meridian,

County of Fremont and State of Colorado. and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires
 Said sum being received in full payment therefor.

Witness my hand and seal this 28th day of June A.D. 1929 at Cotopaxi, Colo
 (Postoffice Address)
 Witnesses: G.M. KEMP
 ALBERT R. CAMPBELL J.W. YOUNG (SEAL)
 Land Owner)

No officer or employee of this Company is authorized to procure a receipt to a voucher, except upon payment of its amount, and the Company hereby gives notice, that if this voucher is signed without payment being made, it is done at the SIGNER'S OWN RISK.

CANON CITY-SALIDA TOLL Line

171020
 STATE OF COLORADO
 COUNTY OF FREMONT) SS
 Filed for record
 July 26, 1929, @ 3:20 P.M.
 Bessie McQuown, Recorder.
 Fees 75¢

Correct: Approved: Approved:
 ALBERT R. CAMPBELL B.F. CURTIS A.W. YOUNG
 R.O.W. Agent State Const. Engineer State
 by A. CYFFIN Plant
 Superintendent

\$35.⁰⁰ Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. Thirty-five and 00/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest,

in the South half of the Northeast quarter and the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section Eleven (11) Also the Zabrisky tract in the Southwest quarter of the Northwest quarter of Section Twelve (12) all in Township Forty-eight (48) North, of Range Ten (10) East of the New Mexico Meridian.

County of Fremont and State of Colorado/ and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires
 With the further right to remove the necessary trees.
 Said sum being received in full payment therefor.

Witness my hand and seal this 13th day of May A.D. 1929 at Howard Colo
 (Postoffice Address)

Witnesses:
 ALBERT R. CAMPBELL W.L. ZABRISKY (SEAL)
 Land Owner)

No officer or employee of this Company is authorized to procure a receipt to a voucher, except upon payment of its amount, and the Company hereby gives notice, that if this voucher is signed without payment being made, it is done at the SIGNER'S OWN RISK.

CANON CITY-SALIDA TOLL Line

DECLARATION OF PROTECTIVE COVENANTS
ACRES OF IRELAND, FILING NO. 2
FREMONT COUNTY, COLORADO

Walter O. Ireland and E. Lucille Ireland, as Husband and Wife, the owners of real property situate in the County of Fremont and State of Colorado, known as Acres of Ireland, Filing No. 2, and more particularly described as Lots 1 through 129 as shown by the plat thereof recorded with the County Clerk and Recorder, Fremont County, Colorado, in order to protect the living environment and preserve the values in said subdivision, hereby declare that the subdivision shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant restriction and provision shall inure to and run with the land and shall apply to and bind the respective successors in interest of the present owners.

GENERAL PURPOSES OF COVENANTS

All real property described or composing the above subdivision is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; encourage and secure the erection of attractive dwellings thereon; and in general to provide adequately for the improvement of said property. The property composing the above mentioned subdivision is made specifically subject to the following described covenants.

COVENANTS

Building Types. No trailer, motor or mobile home, tent or teepee, shack, garage, barn, or other out-buildings shall at any time be used for private habitation temporarily or permanently, except for a period of not to exceed two months. Furthermore, all parties shall not cause to be used as part of its construction a pre-existing building moved upon the premises, unless the same shall be of new construction.

Lot Set Backs. No building shall be located on any building site less than 25 feet from the front lot line, nor less than 10 feet from any side or rear lot line. Exceptions shall be lots 34, 36, 42, 43, 45, 46, 48, 69, 70, 73, 74, 82, 83, and 97 which shall have building set backs of 25 feet from front line, and to a point where a 100 feet lot width exists.

Minimum Floor Area. No building shall be erected, altered, or placed on any tract with a ground floor area exclusive of patios, open porches, or garages of less than 850 square feet external measurements, as defined in the Fremont County Zoning Code.

Minimum Building Site Area. No building site shall contain more than one residential structure and each building site shall have a minimum ground area of 1/2 acre.

Preservation of Natural Environment. Removal of trees and altering of the natural scenery shall be limited so that necessary for home construction. Any interference with natural drainage shall be restricted.

Sewage Disposal. The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code.

"The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code. Transevaporative type septic systems shall be prohibited".

Leaching fields within the subdivision shall be buried to a depth of at least 30 inches from the surface of the ground. There shall be no evapotranspiration sewage treatment units.

Easements. All side and rear lot lines shall be subject to 10 feet easements for utility and drainage ways. No dwelling, improvements, materials, equipment or refuse shall be placed on any part of said property within the area of the easements reserved. All irrigation ditches are subject to a 10 feet easement on each side of said ditch.

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

Garbage and Refuse Disposal. No part of the property above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste.

Water Use. Each residential site shall contain no more than one water well, which shall be used solely for household purposes in a single-family dwelling, not including irrigation from said well for lawns, gardens, or any other purposes. Hand-dug wells for any purpose shall be prohibited. No well shall be dug on any site until a permit thereof has been obtained from the State of Colorado or other regulatory authority, which permit may require that prior to use thereof, each well shall be fitted with an approved meter capable of registering the flow of water therefrom. The drilling or use of any well in this subdivision in a manner contrary to the provisions of this covenants or to conditions set forth in any well permit issued by proper authority shall constitute a violation of these protective covenants.

Wells restricted to in-house use only, without any right to use the water outside the house will be allowed within the subdivision, subject to change in the water augmentation program for the subdivision providing additional water for domestic and other pursuits, as authorized by competent authority.

The developers hereby assign to the State of Colorado, acting by and through its duly appointed officials, the right to enforce the covenants contained in this section, water use, as fully as said developers can themselves.

Fire Prevention. In order to minimize the danger of damage to and destruction of natural foliage, buildings, and other improvements from fire, lot owners shall furnish water from private wells as available whenever required for the prevention or suppression of fire. Also, each lot shall be required to provide storage cisterns, the size of which shall be 100 gallons per acre protected or 500 gallons per dwelling unit, whichever is greater. No outdoor burning of any kind shall be permitted, except for outdoor cooking, unless in an approved incinerator with ash control. All fireplace chimneys shall have protective wire screens at or near their top to prevent burning particles from escaping.

Violation of Covenants. Violations of any of the covenants or restrictions herein contained shall give to developers, their agents or assigns, the right to enter upon the property as to which such violation exists, and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and Developers, their agents or assigns, shall not thereby be deemed guilty of any manner of trespass for such entry, abatements, or removal.

Term of Covenants. Except for the terms of the covenant on water use, set forth above, each of the covenants, restrictions, and reservations set forth herein shall continue to be binding for a period of 10 years from the date of filing hereof in the office of the Clerk and Recorder of Fremont County, Colorado, and shall continue for successive 10-year periods unless 75% of the lot owners subject to these covenants proposes a change of changes for part or all of the lands subject to these covenants in writing at least 1 year prior to the beginning of any 10-year period in the office of the County Clerk and Recorder of Fremont County, Colorado. The above water use covenant shall continue and not be released or modified until in addition to the above requirements, a decree is obtained authorizing such release or modification from the water court or other court with jurisdiction over the premises and water rights dedicated thereto.

Severability. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Limitation of Liability. The liability hereunder of declarant shall be limited to the value of the property owned by it in this subdivision at the time of such violation.

County Regulations. To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

Enforcement. Enforcement by developers, their successors and assigns, or by any lot owner or owners shall be by proceedings at law or in equity against any person or persons who violate or make an attempt to violate one or more of the covenants set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this declaration this 23rd day of May, 1977.

Walter O. Ireland
Walter O. Ireland

E. Lucille Ireland
E. Lucille Ireland

STATE OF COLORADO)
County of Fremont) ss.

The above and foregoing instrument was acknowledged before me this 24th day of May, 1977, by WALTER O. IRELAND and E. LUCILLE IRELAND.

WITNESS my hand and official seal.

My commission expires:

FEBRUARY 25, 1980

Robert G. Jahn
Notary Public

LAND SURVEYOR'S CERTIFICATE
ACRES OF IRELAND FILING NO. 2

THIS CERTIFIES THAT ACRES OF IRELAND FILING NO. 2, SUB-DIVISION IN FREMONT COUNTY, COLORADO, WAS SURVEYED AND PLATTED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING; SAID PLAT HAVING BEEN FILED IN FREMONT COUNTY, COLORADO, AT RECEPTION NUMBER 426341, BOOK 592, IN TUBE A, OF THE RECORDS OF SAID FREMONT COUNTY, COLORADO. INsofar AS SAID PLAT WAS FILED OF RECORD WITH THE FOLLOWING ERRONEOUS ENTRY, AND THIS CERTIFICATION IS MADE FOR THE PURPOSE OF CORRECTING SAID ENTRY.

- (1). ERRONEOUS ENTRY READS LOT 20 AS LYING WEST OF SHAMROCK AVENUE, EAST OF THE NORTH-SOUTH CENTER LINE OF SECTION 11, AND NORTH OF THE NORTH ONE-QUARTER CORNER OF SECTION 14.

SHOULD READ LOT 21
3.49

I HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT BY THE BEST OF MY KNOWLEDGE AND BELIEF.



Walter W. Alden, Jr.
WALTER W. ALDEN, JR.
REGISTERED LAND SURVEYOR, NO. 9008

STATE OF COLORADO }
COUNTY OF FREMONT } SS.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20TH DAY OF APRIL 1977, BY WALTER W. ALDEN, JR.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 1 June 1978



Richard B. Sample
NOTARY PUBLIC

APPLICANTS EXHIBIT "B"

12.00

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 2 STATE OF COLORADO
CASE NO. W-4447

IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF)
WALTER O. IRELAND and E. LUCILLE) WATER TRUST AGREEMENT
IRELAND, Fremont County, Colorado)

THIS Water Trust Agreement is made February 1, 1977, between
WALTER O. IRELAND, a/k/a W. O. IRELAND, E. LUCILLE IRELAND, and
GENE L. IRELAND, hereinafter called Grantors, and IRELAND DOMESTIC
WATER DEVELOPMENT CORPORATION, a Colorado corporation, hereafter
called "Trustee." In consideration of the conveyances below des-
cribed, the Trustee agrees to act as Trustee hereunder and be
governed by the following provisions:

1. Receipt of Property. The Trustee acknowledges receipt
from Grantors of a conveyance of the following described parcels,
all of which are collectively called "property":

Parcel 1.

A water right described in that certain deed from
Walter O. Ireland a/k/a W. O. Ireland and E. Lucille
Ireland to the Trustee herein dated February 1,
1977, and recorded in Book 592 at Page 873 of the
records of Fremont County, Colorado.

Parcel 2.

One lake known as Ireland Lake No. 2 located on Out
Lot 3 of Acres of Ireland, Filing No. 2, said

tract upon which said lake is constructed being conveyed by Grantors to Trustee herein by deed dated February 1, 1977, and described immediately above.

Grantors hereby grant and confirm the property to the Trustee named herein together with the right of ingress and egress for the purpose of operating, maintaining, repairing, constructing and reconstructing such property and for the purpose of complying in all respects with all decrees and court orders entered in case No. W-4447 Water Division No. 2, State of Colorado. The Trustee shall hold, operate, maintain, repair, construct, reconstruct, manage, exchange, grant, convey and deliver, assign, transfer, lease, option, mortgage, pledge, contract with respect to, deal with itself and other fiduciaries and otherwise act with respect to all property, held by it as Trustee hereunder exercising all of the powers set forth in the Colorado Fiduciaries' Powers Act as hereafter amended from time to time, all in accordance with the provisions of this Water Trust Agreement and all decrees and court orders in said Case No. W-4447.

2. Submission to Court Jurisdiction. By its acceptance of the property and the provisions of this Water Trust Agreement the Trustee submits itself to the continuing jurisdiction of the Water Court in the above captioned proceedings and agrees to comply with all provisions of all decrees and court orders applicable to it.

3. Beneficial Use. The property received by the Trustee shall be held by it for the benefit of the subdivision developers and each owner of each residential lot located within the platted areas of Acres of Ireland Filing No. 2 with all Court decrees and

orders in the above captioned matter. The name of the subdivision, name of the developer and number of residential lots for the subdivision is set forth below:

Acres of Ireland Filing No. 2:

129 lots
Developer: W. O. Ireland and Gene L. Ireland
Star Route, Box 245
Howard, Colorado 81233

Grantors reserve the right to transfer additional property to the Trustee for the benefit of the subdivisions named above. All property held by the Trustee in trust for the benefit of the subdivision shall be held by the Trustee for the benefit of the developer and ratably for each lot owner in the subdivision.

4. Rights and Duties of Trustee.

A. It shall be the obligation of Trustee to maintain and operate the trust property in accordance with all decrees and court orders and the Trustee shall require the developers and all lot owners to comply with the provisions of all decrees and Court orders in Case No. W-4447. These obligations include among others (i) all provisions with respect to removing permanently from irrigation specific lands, (ii) a continuation of such lands in a non-irrigated status, (iii) the placing of cement monuments at the corners of such land (iv) the termination on a permanent basis of the diversion by Grantors of water used to irrigate said land, (v) the installation, operation and maintainance of such control and measuring devices as may be required by state water officials to manage, measure and control the water, (vi) the restriction of lot owners to the amounts of water they are entitled to use under the provisions of Decrees entered in the above captioned case number W-4447.

B. The Trustee shall have the right to take such action as it shall deem appropriate to enforce any of the provision of decrees and court orders entered in said case No. W-4447. Each person who uses a notice of participation in support of an application for a well permit or purchases a lot from a developer does so upon the express condition that the Trustee shall have authority to take such action as the Trustee deems desirable to enforce any condition set forth in any well permit used as a source of water for such lot pursuant to any decree entered in the above captioned case.

C. The Trustee shall maintain books and records of account of its costs and expenses incurred as Trustee herein. Such books and records of account shall be available for inspection and copying during reasonable business hours by each lot purchaser and the developer.

5. Participation Notices. In implementing the augmentation plan under decrees in Case No. W-4447, the Trustee shall deliver to Grantors a "Notice of Participation in Plan of Augmentation" for each lot in the sub-division named above. Said Notice shall be duly executed by the Trustee. Grantors, in compliance with the underlying contractual arrangements that it has with the developers of said subdivisions, shall deliver such notices from time to time to such developers. Each notice, duly executed by the Trustee shall evidence the fact that the owner thereof is entitled to participate in the Plan for Augmentation. Said notice may be presented to the State Engineer in support of an application for a well within the limitations of the approved Plan of Augmentation.

Holders of notices are authorized to present several notices in support of an application for a well to be used by the several lot owners as a common source of supply.

6. Exercise of Water Right. The property conveyed to the Trustee shall be used to provide, by exchange, water to replace depletions resulting from withdrawals through wells, drilled and operated in accordance with the provisions of permits issued by the State Engineer and decrees in the above captioned case. No permit user or lot owner shall be authorized to take credit for any replacement water thus made available under any part of the property held by the Trustee for any use which violates the provisions of any well permit or decree in the above captioned proceedings.

7. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns, the named developers, their personal representatives, successors, heirs and assigns, lot purchasers and their personal representatives, successors, heirs, and assigns.

IN WITNESS WHEREOF, the instrument has been executed the day and year first above written.

Walter O. Ireland
Walter O. Ireland, a/k/a
W. O. Ireland
W. O. Ireland
E. Lucille Ireland
E. Lucille Ireland
Gene L. Ireland
Gene L. Ireland

ACCEPTED: February 10, 1977.

IRELAND DOMESTIC WATER DEVELOPMENT
CORPORATION

By: Gene L. Ireland
(President)

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 10
day of FEBRUARY 1977, GENE L. IRELAND, President of Ireland Domestic
Water Development Corporation, and Walter O. Ireland, a/k/a W. O.
IRELAND, and E. LUCILLE IRELAND, and GENE L. IRELAND, all individually.

My commission expires: FEBRUARY 23, 1980

Robert J. Ireland
Notary Public

Fremont Co.
Return To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

Prepared By:
CitiMortgage, Inc.
1000 Technology Drive
O' Fallon, MO 63368-2240

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100011511208350331

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 21, 2009 together with all Riders to this document.

(B) "Borrower" is Michael J Wrigley, Individual

1461861
Chicago



Borrower is the trustor under this Security Instrument.
(C) "Lender" is CitiMortgage, Inc.

Lender is a Corporation
001120835033

COLORADO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

[001120835033]
Form 3006 1/01

VMP -8A(CO) (0810)

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Initials: *MPW*

VMP Mortgage Solutions, Inc.



organized and existing under the laws of New York
Lender's address is 1000 Technology Drive, O' Fallon, MO 63368-2240

(D) "Trustee" is the Public Trustee of Fremont County, Colorado.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 21, 2009

The Note states that Borrower owes Lender Two Hundred Forty Three Thousand Nine Hundred Fifty Dollars

(U.S. \$243,950.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 01, 2039

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

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

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed 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"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
Schedule "A" |

(J) "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.

(K) "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.

(L) "Electronic Funds 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, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "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.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "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.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
See Schedule A

Parcel ID Number: which currently has the address of
547 Kathleen Lane [Street]
Howard [City], Colorado 81233-9700 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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COLORADO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
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Initials: *MM*

[001120835033]

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BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction 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 shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, 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 federal agency, instrumentality, or entity; or (d) Electronic Funds 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 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) 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 10. These items are called "Escrow

001120835033

COLORADO Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

6A(CC) (0810)

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Initials: *[Signature]*

[001120835033]

Form 3008 1/01

Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a 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 shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless

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Borrower: (a) 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 such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter 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 and floods, for which Lender requires insurance. This insurance shall be maintained 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. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, 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 which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or 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. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts 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 shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

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work has been completed to Lender's satisfaction, provided that such inspection shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall 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 shall be applied in the order provided for in Section 2.

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 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) 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, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall 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 shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall 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 shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall 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. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower 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. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding 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 which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) 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 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 can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its 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, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall 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 shall 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 shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can 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 shall 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 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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 are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source

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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, any purchaser of the Note, 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. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights 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.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall 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 shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall 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 in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun 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 19, 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. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall 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, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall 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.

If the Loan is subject to a law which 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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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). 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.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's

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notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "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 at a future date to a purchaser.

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, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall 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: (a) cash; (b) money order; (c)

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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 federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. 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. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall 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 shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall 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).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any

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COLORADO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
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Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which 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 shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall 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.

Trustee shall deliver to the purchaser 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 shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

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

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COLORADO Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
 VMIP-6A(CO) (0810)

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Initials

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

Witnesses:

Michael J. Wrigley
(Sign Original Only)

(Seal)
Borrower

001120835033

COLORADO Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
-6A(CO) (0810)

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Form 3008 1/01

STATE OF COLORADO,

County ss: Fremont

The foregoing instrument was acknowledged before me this 21st day of July 2009
by Michael J. Wrigley

Witness my hand and official seal.

My Commission Expires: 03/10/2012

Cynthia D. Wriske
Notary Public



001120835033

COLORADO Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(CO) (0810)

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[001120835033]

Form 3006 1/01

SCHEDULE "A"

Borrower: Michael J. Wrigley

Property: 547 Kathleen Lane
Howard, CO 81233-9700

Loan No: 001120835033

Closing Date: July 21, 2009

See Schedule A

CHICAGO TITLE INSURANCE COMPANY

Title No.: 1461861

**LEGAL DESCRIPTION
EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FREMONT, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lot 85, Acres of Ireland, Filing No. 2,
County of Fremont, State of Colorado

Issued at: DENVER, COLORADO

CHICAGO TITLE OF COLORADO, INC.

When recorded, mail to:

LONG BEACH MORTGAGE COMPANY
P.O. BOX 201085
STOCKTON, CA 95202

Loan No. 5472584-7988

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DOCUMENT WAS RECEIVED
IN THIS CONDITION.

THIS DEED OF TRUST ("Security Instrument") is made on May 29, 2003, among
the grantor,
CHARLES R CROIX

the Public Trustee of FREMONT County ("Trustee"), and the beneficiary,
LONG BEACH MORTGAGE COMPANY

which is organized and existing under the laws of the State of Delaware, and whose
address is 1100 TOWN & COUNTRY ROAD, ORANGE, CA 92868

("Lender"). Borrower owes Lender the principal sum of
One Hundred Seventy Nine Thousand and no/100

Dollars (U.S. \$ 179,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on
June 1, 2033. This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the
Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument

COLORADO-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP-6R(CO) 197071

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Amended 5/91

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Initials: *lrc*

VMP MORTGAGE FORMS - (300)521-7291
TDCO1 (03/28/01) L11



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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
FREMONT
County, Colorado:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 0286 COUNTY ROAD 48 HOWARD [Street, City],
Colorado 81233 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay, when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual

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Form 3006 1/91

TDC02 03/29/01 LH

Loan No. 5472584-7988

F-464 P 004/016 T-451

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May-28-03 01:20pm From-LONG BEACH MORTGAGE

accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall 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 shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which 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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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 under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to

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Form 3006 1/91

Loan No. 5472584-7988

TDC05 (03/29/01) LH

T-451 P.007/016 F-464

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May-28-03 01:20pm From-LONG BEACH MORTGAGE

Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

1/MP-GR(CO) (8707)

TDCO8 (03/29/01) LH

Page 6 of 8

Initials: *PAC*

Form 3006 1/91

Loan No. 5472584-7988



769127

Page: 7 of 11
06/03/2003 08:38
D 0.00

NORMA HATFIELD FREMONT CTY CLK&REC CO R 56.00

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in paragraph 14. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall 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.

Trustee shall deliver to the purchaser 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 shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ VA Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☒ Second Home Rider

6R(CO) (9707)

17DC07 (03/29/01) LH

Page 7 of 8

Initials: *MAC*
Form 3006 1/91

Loan No. 5472584-7988

T-451 P.008/016 F-464

3036843730

May-28-03 01:21pm From-Long Beach Mortgage

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

_____	_____ (Seal) -Borrower
_____	<i>Charles R Croix</i> _____ (Seal) CHARLES R CROIX -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF COLORADO, *Fremont* County ss:

The foregoing instrument was acknowledged before me this *29th* day of *May* 2003, by *Charles R. Croix*

Witness my hand and official seal.

My Commission Expires: *6/3/06*

Connie J. Wells

Notary Public



My Commission Expires 6/3/06

286 County Road 48

LEGAL DESCRIPTION OF DEED DATED
May 29, 2003

Parcel A:

A Parcel of land located in the West 1/2 of the Northwest Quarter of Section 11, Township 48 North, Range 10 East of the N.M.P.M., Fremont County, Colorado, being more particularly described as follows:
Beginning at the North 1/16 corner of said Section 11 and Section 10, also being the Southwesterly corner of the herein described parcel from whence the Northwest corner of said Section 11 bears North 01°55'04" West, a distance of 1332.94 feet; which point is marked by a 3 1/4" Bureau of Land Management Brass Cap; Thence North 58°05'00" East, a distance of 375 feet to a point on the centerline of West Creek; Thence North 00°00'00" East, a distance of 105.00 feet to a point on the centerline of Fremont County Road 48 (AKA West Creek Road); Thence Southwesterly along the centerline of Fremont County Road 48 (AKA West Creek Road), a distance of 370 feet more or less to a point of intersection of the centerline of Fremont County Road 48 (AKA West Creek Road) and the Westerly line of said Section 11; Thence South 01°55'00" East along the Westerly line of said Section 11, a distance of 125.00 feet to the point of beginning.

Parcel B:

A tract of land located in the Northwest Quarter of the Northwest Quarter of Section 11, Township 48 North, Range 10 East of the N.M.P.M., Fremont County, Colorado, being more particularly described as follows:
Commencing at a point on the Southerly line of the Kailey property as described in Book 1326 at page 565, which point is marked by a 1 1/2" aluminum Cap on a 5/8" rebar, from whence the West quarter corner bears South 32°35'33" West, a distance of 1830.09 feet; Thence South 88°33'35" West along the North line of Parcel 2 as depicted on a map entitled "Resurvey of Fremont County District Court Case Number 02CV12 Division II", a distance of 701.99 feet to a 1 1/2" aluminum cap on a 5/8" rebar marked "WC"; Thence continuing South 88°33'35" West along the North line of said parcel 2, a distance of 10.00 feet to the centerline of West Creek; Thence generally Northeasterly along the centerline of West Creek approximately 595 feet more or less to the Northwesterly corner of the Kailey property; Thence South 66°12'34" East along the Southerly line of the Kailey property, a distance of 46.01 feet to a 1 1/2" aluminum cap on a 5/8" rebar; Thence continuing South 66°12'34" East along the Southerly line of the Kailey property, a distance of 167.66 feet to the point of beginning.

Parcel 1:

All that portion of the NW1/4NW1/4 Section 11, Township 48 North, Range 10 East of the N.M.P.M., Fremont County, Colorado, more particularly described as follows:
Beginning at the Southwest corner of said Subdivision, a pile of rocks on the North side of West Creek, Thence North 58°5' East 375 feet to a stone set in the ground on the North side of West Creek; Thence North 87°25' East 720 feet along the North bank of West Creek to a stone set in mound on North side of West Creek; Thence South 72° East across West Creek, 200 feet to stone set in ground; Thence South across Looper Ditch 168.82 feet, more or less, to the South line of said subdivision; Thence West 1222.7 feet to place of beginning.

Parcel 2:

All that part of the SW1/4NW1/4 Section 11, Township 48 North, Range 10 East of the N.M.P.M., Fremont County, Colorado, described as follows:
Beginning at the Northwest corner of said subdivision, a pile of rocks on the North side of West Creek; Thence East across West Creek, 1227.7 feet tot he Southeast corner of tract described above; Thence South 431.36 feet to top of bluff to stone set in ground on edge of mesa; Thence South 79° West 1250.7 feet to stone set in ground on lower mesa on West line of said Section 11; Thence North along Section line 672.34 feet across West Creek to beginning.

County of Fremont, State of Colorado



769127

Page: 10 of 11
06/03/2003 08:38F
D 0.00

NORMA HATFIELD FREMONT CTY CLK&REC CO R 56.00

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 29th day of May 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to LONG BEACH MORTGAGE COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

0286 COUNTY ROAD 48, HOWARD, CO 81233
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower 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. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

MULTISTATE SECOND HOME RIDER - Single Family -
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

365R (0011)
1989J-1 (11/07/02) LG

VMP MORTGAGE FORMS - (800)521-7291

Form 3890 1/01
Initials: *CLC*

Loan No. 5472504-7988





BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
Second Home Rider.

Charles R Croix (Seal) _____ (Seal)
CHARLES R CROIX - Borrower - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

Doc Fee: \$0

QUITCLAIM DEED

THIS DEED is dated September 18, 2024, and is made between Fredric L. Gifford and Jane Fox Gifford (the "Grantor"), and David A. Marchiori (the "Grantee"), having an address at 7090 West Custer Avenue, Lakewood, CO 80226.

WITNESS, that the Grantor, for and in consideration of **good and valuable consideration**, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and **QUITCLAIM** unto the Grantee, and the Grantee's 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 any improvements thereon, located in the County of **Fremont** and State of Colorado, described as follows:

**Lot 1, Marchiori Lot Line Adjustment, a Vacation and Replat of Lots 1 and 2, Croix Lot Line Adjustment,
per plat recorded June 24, 2024 as Reception No. 1037534
County of Fremont, State of Colorado**

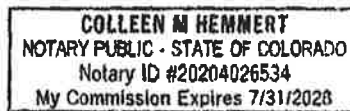
Also known as: 000 West Creek Road, Howard, CO 81233
Parcel: 78003140

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 Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

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

Fredric L. Gifford
Fredric L. Gifford

Jane Fox Gifford
Jane Fox Gifford



STATE OF COLORADO

) ss.

County of CHAFFEE

The foregoing instrument was acknowledged before me this 13th day of September, 2024, by Fredric L. Gifford and Jane Fox Gifford.

Witness my hand and official seal.

My commission expires: 7-31-23

Notary Public

WRIGLEY - MARCHORI LOT LINE ADJUSTMENT
2025101BLA_WRIGLEY_LLA

Sangre De Cristo Electric
PO Box 2013
Buena Vista, CO 81211

CenturyLink
141 E. Enterprise Dr.
Pueblo, CO 81007

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT
OF RECORD NOTIFICATION LETTER**

TO: Century Link, 141 E. Enterprise Dr., Pueblo, CO 81007

FROM: CROWN POINT LAND SERVICES
Name of Subject Property Owner / Applicant

DATE: 04/22/2024

Reference: WRIGLEY - MARCHIORI LOT LINE ADJUSTMENT
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 286 West Creek Rd, 547 KATHLEEN LN
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: _____
Lot 85, ACRES OF IRELAND
LOT 1, MARCHIORI LOT LINE ADJUSTMENT County of Fremont State of Colorado

_____ ☐ 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 to schedule an appointment to review the application. For further reference regarding the governing regulations:

the Fremont County Zoning Resolution may be viewed on the Internet at
<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>

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 _____

7022 1670 0001 6465 5482

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
Buena Vista, CO 81211	
Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
Total P&H	\$9.68
Sent To	
Sangre De Cristo Electric	
PO Box 2013	
Buena Vista, CO 81211	
2025-101	
PS Form 38	Instructions

7022 1670 0001 6465 5505

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
Pueblo, CO 81007	
Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
Total Postage	\$9.68
Sent To	
CenturyLink	
141 E. Enterprise Dr.	
Pueblo, CO 81007	
2025-101	
PS Form 38	Instructions

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT
OF RECORD NOTIFICATION LETTER**

TO: Sangre De Cristo Electric, PO Box 2013, Buena Vista, CO 81211

FROM: CROWN POINT LAND SERVICES
Name of Subject Property Owner / Applicant

DATE: 04/22/2024

Reference: WRIGLEY - MARCHIORI LOT LINE ADJUSTMENT
Project Name

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- ☐ -- 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 286 West Creek Rd, 547 KATHLEEN LN
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: _____
Lot 85, ACRES OF IRELAND
LOT 1, MARCHIORI LOT LINE ADJUSTMENT County of Fremont State of Colorado

_____ ☐ 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.

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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.

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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 _____



**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: WRIGLEY - MARCHIORI LOT LINE ADJUSTMENT
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:
Lot 85, Acres of Ireland, Filing No. 2, AND Lots 1, Marchiori Lot Line Adjustment
4. What is the size of the existing parcel? 12.50 ☒ 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: 2

If one or more, date this use was established: 2000

c. Home lawn / garden irrigation: ☒ Yes --- ☐ No

If yes, amount: 2000 ☐ Acres --- ☒ Square feet

Date this use was established: 2000

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): 2

b. Lawn / garden watering, amount: 2000 ☐ Acres --- ☒ Square feet

c. Livestock watering: ☐ Yes --- ☒ No

If yes, commercial or non-commercial livestock? *(Circle one)*

d. Number of Employees per day: NA Number of days open per year: _____

e. Number of Customers per day: NA Number of days open per year: _____

f. Bed / Breakfast Customers per day: NA Number of days open per year: _____

g. Describe other water needs: 2 HOUSES

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)*

2 WELLS

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: 053264F

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.

MICHAEL J. WELLS
Applicant Printed Name

Signature

Date

4/7/25

Property Owner Printed Name
(If different from applicant)

Signature

Date

Parcel Map Check Report

Client: Prepared by:

WRIGLEY - MARCHIORI
547 KATHLEEN LN
286 WEST CREEK

GEORGE HALL
CROWN POINT LAND SERVICES
P.O. BOX 749, CANON CITY, CO

Date: 04/03/2025 9:26:37 AM

Parcel Name: NEW – LOT 2

Segment# 1: Line	
Course: N85° 04' 17"E	Length: 66.80'
Segment# 2: Line	
Course: S18° 24' 50"E	Length: 111.26'
Segment# 3: Line	
Course: N79° 35' 41"E	Length: 167.70'
Segment# 4: Line	
Course: S10° 15' 27"E	Length: 211.82'
Segment# 5: Line	
Course: S75° 33' 32"W	Length: 369.39'
Segment# 6: Line	
Course: N10° 38' 29"W	Length: 237.82'
Segment# 7: Line	
Course: N10° 38' 29"W	Length: 90.36'
Segment# 8: Line	
Course: N69° 06' 27"E	Length: 72.08'
Segment# 9: Line	
Course: N64° 53' 36"E	Length: 51.49'
Perimeter: 1,378.72'	Area: 103,737.22Sq.Ft.
Error Closure: 0.0048	Course: S57° 48' 52"E
Precision 1: 287,233.33	

Parcel Name: NEW – LOT 1

Segment# 1: Line	
Course: S18° 24' 50"E	Length: 457.24'
Segment# 2: Line	
Course: S85° 04' 17"W	Length: 66.80'
Segment# 3: Line	

Course: S64° 53' 36"W	Length: 51.49'
Segment# 4: Line	
Course: S69° 06' 27"W	Length: 72.08'
Segment# 5: Line	
Course: S10° 38' 29"E	Length: 90.36'
Segment# 6: Line	
Course: S78° 45' 29"W	Length: 511.93'
Segment# 7: Line	
Course: N1° 53' 48"W	Length: 672.83'
Segment# 8: Line	
Course: N1° 53' 03"W	Length: 23.97'
Segment# 9: Line	
Course: S75° 39' 08"W	Length: 17.68'
Segment# 10: Line	
Course: N14° 16' 12"W	Length: 77.93'
Segment# 11: Line	
Course: N75° 39' 08"E	Length: 34.80'
Segment# 12: Line	
Course: N1° 52' 28"W	Length: 23.51'
Segment# 13: Curve	
Length: 134.72'	Radius: 440.91'
Delta: 17.5072 (d)	Tangent: 67.89'
Chord: 134.20'	Course: N60° 26' 51"E
Course In: N20° 47' 56"W	Course Out: S38° 18' 22"E
Segment# 14: Curve	
Length: 192.17'	Radius: 700.00'
Delta: 15.7290 (d)	Tangent: 96.69'
Chord: 191.56'	Course: N59° 33' 54"E
Course In: S38° 17' 58"E	Course Out: N22° 34' 14"W
Segment# 15: Line	
Course: S0° 00' 34"W	Length: 101.44'
Segment# 16: Line	
Course: S26° 14' 46"E	Length: 138.54'
Segment# 17: Line	
Course: N81° 41' 05"E	Length: 68.36'
Segment# 18: Line	
Course: S62° 30' 36"E	Length: 154.61'
Perimeter: 2,890.46'	Area: 440,483.06Sq.Ft.
Error Closure: 0.0081	Course: N45° 55' 41"W
Precision 1: 356,846.91	

Parcel Name: original – LOT 1 MARCHIORI LLA

Segment# 1: Line

Course: N1° 53' 48"W

Length: 672.83'

Segment# 2: Line

Course: N1° 53' 03"W

Length: 23.97'

Segment# 3: Line

Course: S75° 39' 08"W

Length: 17.68'

Segment# 4: Line

Course: N14° 16' 12"W

Length: 77.93'

Segment# 5: Line

Course: N75° 39' 08"E

Length: 34.80'

Segment# 6: Line

Course: N1° 52' 28"W

Length: 23.51'

Segment# 7: Curve

Length: 134.72'

Radius: 440.91'

Delta: 17.5072 (d)

Tangent: 67.89'

Chord: 134.20'

Course: N60° 26' 51"E

Course In: N20° 47' 56"W

Course Out: S38° 18' 22"E

RP North: 1,217,873.2672'

East: 2,906,064.2657'

End North: 1,217,527.2806'

East: 2,906,337.5694'

Segment# 8: Curve

Length: 192.17'

Radius: 700.00'

Delta: 15.7290 (d)

Tangent: 96.69'

Chord: 191.56'

Course: N59° 33' 54"E

Course In: S38° 17' 58"E

Course Out: N22° 34' 14"W

RP North: 1,216,977.9330'

East: 2,906,771.4094'

End North: 1,217,624.3183'

East: 2,906,502.7348'

Segment# 9: Line

Course: S0° 00' 34"W

Length: 101.44'

North: 1,217,522.8783'

East: 2,906,502.7181'

Segment# 10: Line

Course: S26° 14' 46"E

Length: 138.54'

North: 1,217,398.6214'

East: 2,906,563.9843'

Segment# 11: Line

Course: N81° 41' 05"E

Length: 68.36'

North: 1,217,408.5076'

East: 2,906,631.6257'

Segment# 12: Line

Course: S62° 30' 36"E

Length: 154.61'

North: 1,217,337.1406'

East: 2,906,768.7789'

Segment# 13: Line

Course: S18° 24' 50"E

Length: 568.50'

North: 1,216,797.7481'

East: 2,906,948.3561'

Segment# 14: Line

Course: S79° 35' 41"W

Length: 202.30'

North: 1,216,761.2107'

East: 2,906,749.3830'

Segment# 15: Line

Course: S78° 45' 29"W

Length: 511.93'

North: 1,216,661.4087'

East: 2,906,247.2755'

Perimeter: 2,923.29'
Error Closure: 0.0026
Error North : 0.00229
Precision 1: 1,124,342.31

Area: 461,206.28Sq.Ft.
Course: N28° 54' 19"W
East: -0.00127

Parcel Name: original – LOT 85, ACRES OF IRLAND

Segment# 1: Line

Course: S75° 33' 32"W	Length: 369.39'
North: 1,216,527.4792'	East: 2,906,793.2999'

Segment# 2: Line

Course: N10° 38' 29"W	Length: 237.82'
North: 1,216,761.2092'	East: 2,906,749.3837'

Segment# 3: Line

Course: N79° 35' 41"E	Length: 202.30'
North: 1,216,797.7466'	East: 2,906,948.3569'

Segment# 4: Line

Course: N79° 35' 41"E	Length: 167.70'
North: 1,216,828.0348'	East: 2,907,113.2990'

Segment# 5: Line

Course: S10° 15' 27"E	Length: 211.82'
North: 1,216,619.6003'	East: 2,907,151.0183'

Perimeter: 1,189.03'	Area: 83,014.01Sq.Ft.
Error Closure: 0.0010	Course: N32° 21' 04"W
Error North : 0.00081	East: -0.00051

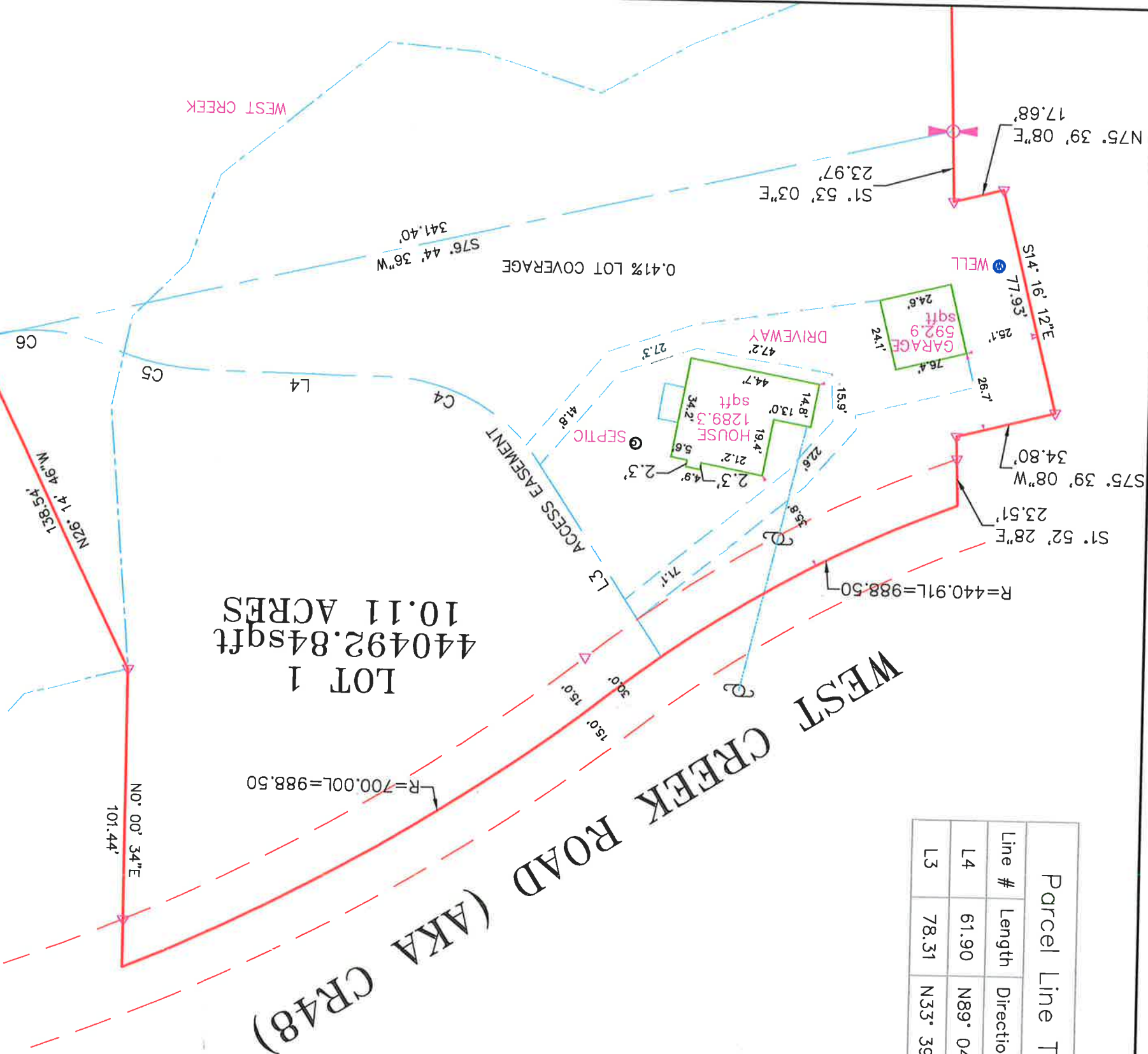
Precision 1: 1,189,030.00

A VACATION AND REPLAT
OF LOT 85, ACRES OF IRELAND, FILING NO. 2
OF LOT 1, MARCHIORI LOT LINE ADJUSTMENT
IN THE NE1/4 OF SECTION 10, AND NW1/4 SECTION 11
TOWNSHIP 48 NORTH, RANGE 10 EAST OF THE NEW MEXICO P.M.,
FREMONT COUNTY, COLORADO

DRAWN BY: GSH
 FILENAME: 20090901A.WP
 DATE: 09/18/2009

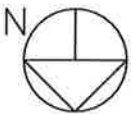


Parcel Line Table		
Line #	Length	Direction
L4	61.90	N89° 04' 18.89"W
L3	78.31	N33° 39' 28.79"W



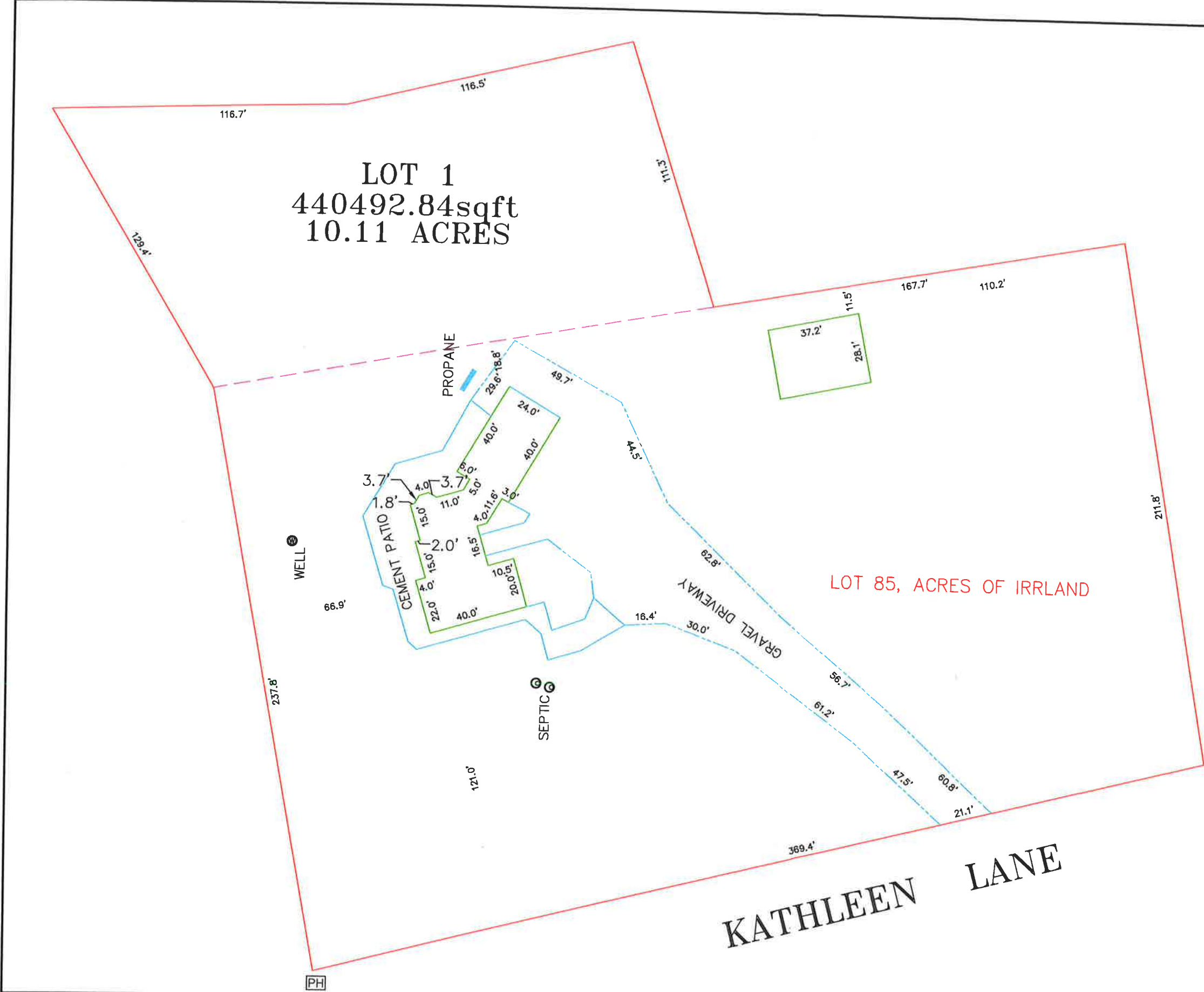
WRIGLEY – MARCHIORI LOT LINE ADJUSTMENT

Client: DAVID A. MARCHIORI
 Title Commitment No.: 4246COR
 File name: 2025101B1 A Improvements
 Ordered By: P & Z REGULATIONS



Scale 1" = 50'

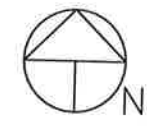
Crown Point
 Land Services
 719-275-5005 PHONE 391 Arrowhead Dr., Florissant, CO 80816



LOT 1
440492.84sqft
10.11 ACRES

KATHLEEN LANE

WRIGLEY - MARCHIORI LOT LINE ADJUSTMENT



Scale 1" = 50'

*Crown Point
Land Services*

719-275-5005 PHONE 391 Arrowhead Dr., Florissant, CO 80816

MICHAEL J. WRIGLEY	
Client:	
Title:	4246COR
Commitment No.:	2025101B1A Improvements
File name:	P & Z REGULATIONS
Ordered by:	