



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

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

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

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

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

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

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

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

Please mark which application you are applying for:

_____ Lot Line Adjustment _____ Boundary Line Adjustment _____ Vacation of Interior Lot
Line and/or Easements

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

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

a. Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

b. Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

c. Consulting Firm Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

2. The proposed plat title is _____

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

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

5. Ratification:

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

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

a. This property is located in the _____ Zone District.

b. This property is located in the _____ Zone District.

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

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

8. A submittal fee of \$ 600.00 is attached to this application (Check # _____ 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 *J. P. A.* Date *4/16/24*
b. Property "b" Owner Signature *Patricia Atkins* Date *4/16/24*

Required Attachments:

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

WARRANTY DEED

THIS DEED is dated the 28th day of January, 2015, and is made between

Paul Vander Putten
(whether one, or more than one), the "Grantor" of the County of Fremont and State of Colorado and

Shari Ann Vander Putten
(whether one, or more than one) the "Grantee", whose legal address is 185 County Road 365A, Canon City, CO 81212 of the County of Fremont and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$10.00) Ten Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property together with any improvements thereon, located in the County of Fremont and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: 185 County Road 365A, Canon City, CO 81212

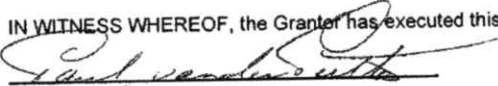
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns, that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons lawfully claiming the whole or any part thereof.

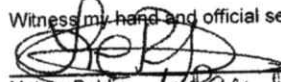
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.


Paul Vander Putten

State of Colorado
County of Fremont

The foregoing instrument was acknowledged before me this 28th day of January, 2015 by Paul Vander Putten.

Witness my hand and official seal.


Notary Public: Lerae J. Wagner
My commission expires: 01/30/2019

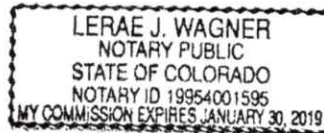


EXHIBIT "A"
LEGAL DESCRIPTION

SW 1/4 SE 1/4 Section 9, Township 18 South, Range 71 West of the 6th P.M. together with an easement, 40 feet in width, running along the Easterly boundary, North and South through the NE1/4 SW1/4 of said Section 9 for purposes of ingress and egress. Together with a 30 foot easement off and along the entire owned West boundary of the S 1/2 SW1/4 NE1/4 Section 9, Township 18 South, Range 71 West that portion lying South of US Highway 50 and off and along the entire West boundary of the NW 1/4 SE1/4 Section 9, Township 18 South, Range 71 West for the purpose of unrestricted ingress, egress, maintenance and/or utilities benefitting the owners of SW1/4 SE1/4 Section 9, Township 18 South, Range 71 West,
County of Fremont,
State of Colorado.

Special Warranty Deed

THIS DEED, made this 17th day of December, 2021, between

Sharon Collins

of County of FREMONT, State of Colorado, grantor, and

Patricia A. Hobbs, in severalty

whose legal address is 303 County Road 3A Canon City, CO 81212 grantee(s):

Of the County of FREMONT, State of Colorado,

WITNESSETH, That the grantor(s), for and in consideration of sum of **FOUR HUNDRED FORTY THOUSAND AND 00/100 (\$ 440,000.00)**

The receipt and sufficiency of which is hereby acknowledge, has been granted, bargained, sold and by these presents do es grant, bargain, sell, convey and confirm, unto the grantee(s), his/her heirs and assigns forever, all the real property, together with improvements, if any situate, lying and being in the County of Fremont, State of Colorado described as follows:

The following described real estate located in portions of the E1/2 of Section 9, Township 18 South, Range 71 West of the 6TH P.M. Fremont County, Colorado, more particularly described as the N1/2 SE1/4 SE1/4, which lies West of the County Road known as the Royal Gorge Road.

Also known by street and number as: **303 County Road 3A, Canon City, CO 81212**

TOGETHER with all and singular the hereditaments and appurtenance thereto belonging, or in anywise appertaining, and the reversion and reversion, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenance. **TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenance, unto the grantee(s) his/her heirs and assigns forever. The grantor(s), for his/her sell, heirs and personal representatives or successor, do covenant and agree that shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantor(s) his/her heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by through or under the grantor(s) IN WITNESS WHEREOF, the grantor(s) has

Sharon K Collins
Sharon Collins

STATE OF ~~COLORADO~~ IDAHO
COUNTY OF ~~PUEBLO~~ ELMORE

The foregoing instrument was acknowledged before me this 16th day of December, 2021, by Sharon Collins.

Kristin N. Jones
Notary's Official Signature

My Commission Expires:
03/16/2026

KRISTIN N. JONES
COMMISSION #20201033
NOTARY PUBLIC
STATE OF IDAHO



ALTA COMMITMENT FOR TITLE INSURANCE
issued by

ATTORNEYS TITLE GUARANTY FUND, INC.

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 EXTRACTIONAL 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, ATTORNEYS TITLE GUARANTY FUND, INC., a Colorado company (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN
PRESIDENT

JEAN WARD
SECRETARY

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329 , Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

PCCO202404003640N

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

Copyright 2021 American Land Title Association. All rights reserved.

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





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

AMERICAN
LAND TITLE
ASSOCIATION





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.
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>.

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

Copyright 2021 American Land Title Association. All rights reserved.

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





Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Fredrickson Webb Attorneys Title, LLC
 Issuing Office: 831 Royal Gorge Blvd #329 , Cañon City CO 81212
 Issuing Office's ALTA® Registry ID: 1224456

Commitment Number: PCCO202404003640N
 Issuing Office File Number: FWAT-00170-A
 Property Address: 185 County Road 365A and 303 County Road 3A, Canon City, Colorado 81212

SCHEDULE A

1. Commitment Date: April 3, 2024 @ 7:45 a.m.
2. Policy to be issued: Premium
 - A. 2021 ALTA Owner's Policy, Amount TBD TBD

Proposed Insured: To Be Determined

Certificate of Taxes Due

Endorsements:

Additional Charges:

Total TBD
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: Shari Ann Vander Putten (Parcel A) and Patricia A Hobbs (Parcel B)
5. The Land is described as follows:

See Schedule C attached hereto.

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

Copyright 2021 American Land Title Association. All rights reserved.

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





ISSUED BY

ATTORNEYS TITLE GUARANTY FUND, INC.

FREDRICKSON WEBB ATTORNEYS TITLE, LLC
831 Royal Gorge Blvd #329
Cañon City CO 81212
PH: (719) 285-0324

BY:

Eric R. Morgan
President

3010
(member no.)

By: Andrea Webb

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329 , Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

Commitment Number: PCCO202404003640N

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

Copyright 2021 American Land Title Association. All rights reserved.

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





SCHEDULE B, PART I—Requirements

All the following are the Requirements that must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
6. Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).
7. Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.
8. Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).
9. This transaction may be subject to a Geographic Targeting Order ('GTO') issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
10. This Commitment is subject to such further Exceptions and/or Requirements as may appear necessary when the name of the Proposed Insured, Schedule A, Item 2A has been disclosed.

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title: NONE

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

Copyright 2021 American Land Title Association. All rights reserved.

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





SCHEDULE B, PART II—Exceptions

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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Deed of Trust from Shari Ann Vander Putten, to the Public Trustee of the county in which the property is located, for the benefit of Mortgage Electronic Registration Systems, Inc., securing an original principal indebtedness of \$ 938,250.00, and any other amounts and/or obligations dated January 28, 2015, recorded on February 9, 2015 at reception number 925435, re-recorded at reception number 925436, and as assigned in the instrument recorded on February 11, 2016 at reception number 936336. (Parcel A)
8. Deed of Trust from Family Feeds, LLC, to the Public Trustee of the county in which the property is located, for the benefit of Sunflower Bank, N.A., securing an original principal indebtedness of \$ 25,704.00, and any other amounts and/or obligations dated August 1, 2014, recorded on August 12, 2014 at reception number 920771. (Parcel B)
9. An easement for underground utilities and incidental purposes granted to Aquila by the instrument recorded on July 13, 2006 at reception number 823288. (Parcel B)
10. An undivided 100% interest in all silica rock and silica quartz, either upon or underneath the surface, conveyed to The Standard Fire Brick Company by Mineral Deed, recorded on January 7, 1914 at reception number 101068, and any and all assignments thereof or interests therein. (Parcel A)
11. 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 there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States, as contained in Patent recorded on October 25, 1912 at reception number 97282. (Parcel A & B)
12. Any oil, gas and other mineral rights, and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and the right to enter upon and use the surface of the land for exploration, drilling, or extraction related purposes.
13. Taxes for the year 2023, now due and payable but not yet delinquent, and taxes for the subsequent years, not yet due and payable.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

AMERICAN
LAND TITLE
ASSOCIATION





NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Note: Exception 4 of Schedule B, Section 2 of this Commitment may be deleted from the policy(s) to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this Commitment must be a single family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 13 months.
- C. The company must receive payment of premium and the appropriate affidavit(s) indemnifying the company against mechanic's and materialmen's liens not filed.
- D. Any deviations from conditions A through C above is subject to such additional requirements or information as the company may deem necessary, or, at its option, the company may refuse to delete the exception.

Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder or the county assessor.

Note: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

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

Copyright 2021 American Land Title Association. All rights reserved.

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





Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

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

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: FWAT-00170-A

Parcel A:

SW 1/4 SE 1/4 Section 9, Township 18 South, Range 71 West of the 6th P.M.

Together with an easement, 40 feet in width, running along the Easterly boundary, North and South through the NE 1/4 SW 1/4 of said Section 9 for purposes of ingress and egress.

Together with a 30 foot easement off and along the entire owned West boundary of the S1/2 SW 1/4 NE 1/4 Section 9, Township 18 South, Range 71 West that portion lying South of US Highway 50 and off and along the entire West boundary of the NW 1/4 SE 1/4 Section 9, Township 18 South, Range 71 West for the purpose of unrestricted ingress, egress, maintenance and/or utilities benefitting the owners of SW 1/4 SE 1/4 Section 9, Township 18 South, Range 71 West.

County of Fremont, State of Colorado.

Parcel B:

N 1/2 SE 1/4 SE 1/4 Section 9, Township 18 South, Range 71 West of the 6th P.M., which lies West of the County Road known as the Royal Gorge Road.

County of Fremont, State of Colorado.

Tax Parcel No.

WARRANTY DEED

THIS DEED is dated the 28th day of January, 2015, and is made between

Paul Vander Putten
(whether one, or more than one), the "Grantor" of the County of Fremont and State of Colorado and

Shari Ann Vander Putten
(whether one, or more than one) the "Grantee", whose legal address is 185 County Road 365A, Canon City, CO 81212 of the County of Fremont and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$10.00) Ten Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property together with any improvements thereon, located in the County of Fremont and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: 185 County Road 365A, Canon City, CO 81212

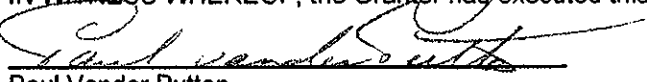
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons lawfully claiming the whole or any part thereof.


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


Paul Vander Putten

State of Colorado
County of Fremont

The foregoing instrument was acknowledged before me this 28th day of January, 2015 by Paul Vander Putten.

Witness my hand and official seal.


Notary Public: Lerae J. Wagner
My commission expires: 01/30/2019

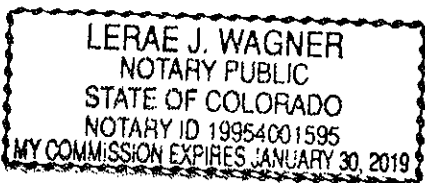


EXHIBIT "A"
LEGAL DESCRIPTION

SW 1/4 SE 1/4 Section 9, Township 18 South, Range 71 West of the 6th P.M. together with an easement, 40 feet in width, running along the Easterly boundary, North and South through the NE1/4 SW1/4 of said Section 9 for purposes of ingress and egress. Together with a 30 foot easement off and along the entire owned West boundary of the S 1/2 SW1/4 NE1/4 Section 9, Township 18 South, Range 71 West that portion lying South of US Highway 50 and off and along the entire West boundary of the NW 1/4 SE1/4 Section 9, Township 18 South, Range 71 West for the purpose of unrestricted ingress, egress, maintenance and/or utilities benefitting the owners of SW1/4 SE1/4 Section 9, Township 18 South, Range 71 West,
County of Fremont,
State of Colorado.

QUITCLAIM DEED

THIS DEED, dated April 5, 2006
between Larsen Land & Equipment LLC and
Bravo Property Management Co. Inc.

of the said *County of Fremont and State of
Colorado, grantor(s), and Ronald Conner

STATE DOCUMENTARY FEE
Date OCT 18 2006
Amount \$

whose legal address is 635 Highsaddle Road, Canon City, CO 81212

of the said County of Fremont and State of Colorado grantee(s).

WITNESS, that the grantor(s), for and in consideration of the sum of One hundred fifty thousand
dollars and no cents DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, ha remised, released, sold and QUITCLAIMED, and by these
presents do remise, release, sell and QUITCLAIM unto the grantee(s), heirs, successors and assigns forever, all
the right, title, interest, claim and demand which the grantor(s) ha in and to the real property, together with improvements, if any,
situate, lying and being in the said County of Fremont and State of Colorado,

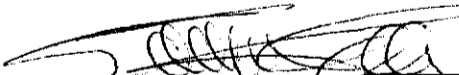
described as follows:
SW4SE4 9-18-71 Tog with easement B1039-P54 (ref from 991-04-055)
County of Fremont, State of Colorado

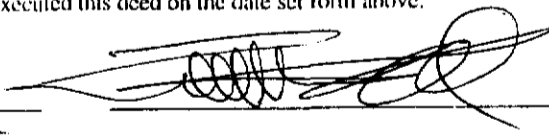
Together with a 30 foot easement off and along the entire owned
west boundary of the S1/2 SW1/4 NE1/4, Section 9, Township 18S,
Range 71W that portion lying South of US Hwy 50 and off and
along the entire West boundary of the NW1/4 SE1/4, Section 9,
Township 18S, Range 71W for the purpose of unrestricted ingress,
egress, maintenance and or utilities benefiting the owners of
SW1/4 SE1/4, Section 9, Township 18S, Range 71W

also known by street and number as: 185 Fremont County Road 365A, Canon City, CO 81212
assessor's schedule or parcel number: 99204259

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) heirs and assigns forever.

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


Managing Member Larsen LLC
President Bravo



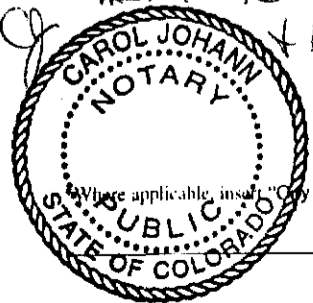
STATE OF COLORADO

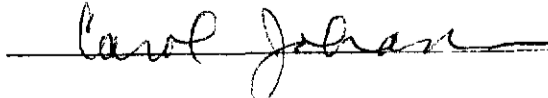
County of Fremont

The foregoing instrument was acknowledged before me this 5th day of April, 2006
by ~~Ronald~~ Steve Cool, President, Bravo Property Mgmt Co., Inc
& Managing Member Larsen Land & Equipment, LLC
Witness my hand and official seal.

My commission expires:

My Commission Expires
08/29/2009




Notary Public

Name and Address of Person Creating Newly Created Legal Description (S.A.C. 106.5, C.R.S.)

Special Warranty Deed

THIS DEED, made this 17th day of December, 2021, between

Sharon Collins

of County of FREMONT, State of Colorado, grantor, and

Patricia A. Hobbs, in severalty

whose legal address is 303 County Road 3A Canon City, CO 81212 grantee(s):

Of the County of FREMONT, State of Colorado,

WITNESSETH, That the grantor(s), for and in consideration of sum of **FOUR HUNDRED FORTY THOUSAND AND 00/100 (\$ 440,000.00)**

The receipt and sufficiency of which is hereby acknowledge, has been granted, bargained, sold and by these presents do es grant, bargain, sell, convey and confirm, unto the grantee(s), his/her heirs and assigns forever, all the real property, together with improvements, if any situate, lying and being in the County of Fremont, State of Colorado described as follows:

The following described real estate located in portions of the E1/2 of Section 9, Township 18 South, Range 71 West of the 6TH P.M. Fremont County, Colorado, more particularly described as the N1/2 SE1/4 SE1/4, which lies West of the County Road known as the Royal Gorge Road.

Also known by street and number as: **303 County Road 3A, Canon City, CO 81212**

TOGETHER with all and singular the hereditaments and appurtenance thereto belonging, or in anywise appertaining, and the reversion and reversion, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenance. **TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenance, unto the grantee(s) his/her heirs and assigns forever. The grantor(s), for his/her sell, heirs and personal representatives or successor, do covenant and agree that shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantor(s) his/her heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by through or under the grantor(s) IN WITNESS WHEREOF, the grantor(s) has ¹⁶ 17th day of December, 2021 executed this deed on the date set forth above.

Sharon K Collins

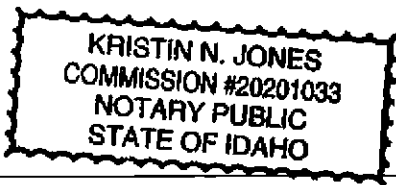
Sharon Collins

STATE OF ~~COLORADO~~ ^{IDAHO}
COUNTY OF ~~PUEBLO~~ ^{ELMORE}

The foregoing instrument was acknowledged before me this ¹⁶ 17th day of December, 2021, by Sharon Collins.

Kristin N. Jones
Notary's Official Signature

My Commission Expires:
03/16/2026



Record and Return to: Urban Financial of America, LLC
8909 S. Yale Ave.
Tulsa, OK 74137

Capital Title
602115

[Space Above This Line For Recording Data]

State of COLORADO

FHA Case No. 052-7785042-961
Loan No. 1637287
MIN: 1007954-0005022152-1

**FIXED RATE
HOME EQUITY CONVERSION DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on **January 28, 2015** among the grantor **Shari Ann Vander Putten, a married woman**, whose address is **185 COUNTY ROAD 365A, CANON CITY, Colorado 81212** ("Borrower"), the Public Trustee **Fremont County Public Trustee, 615 Macon Avenue, Canon City, CO 81212** of **FREMONT** County ("Trustee") and the beneficiary **Mortgage Electronic Registration Systems Inc. ("MERS")**, which is organized and existing under the laws of **Delaware**, and whose address is **P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS**. **Urban Financial of America, LLC** is organized and existing under the laws of **Delaware**, and has an address of **8909 S. Yale Ave., Tulsa, OK 74137** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). **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: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Nine**

Hundred Thirty Eight Thousand, Two Hundred Fifty Dollars and Zero Cents (U.S. \$938,250.00); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **January 17, 2096**. 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:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of
185 COUNTY ROAD 365A, CANON CITY, Colorado 81212, ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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.

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. 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. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies

approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, 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 first to the reduction of any indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. 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 after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 13(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts

disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. 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 place of condemnation shall be paid to Lender. The proceeds shall be applied to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Non-Borrowing Spouse. Borrower, **Shari Ann Vander Putten** is married to **Paul Vander Putten** ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument.

10. Grounds for Acceleration of Debt.

(a) Due and Payable - Death.

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 resides in the Property as [his/her] Principal Residence and all of the following conditions are, and continue to be, met:

- a. Such Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Non-Borrowing Spouse has occupied, and continues to occupy, the property securing the Note as [his/her] Principal Residence;
- c. Such Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing this Note;
- d. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- e. The Note is not eligible to be called due and payable for any other reason.

Should any of these conditions for deferral of Due and Payable Status not be met at any time, the deferral of the Due and Payable Status shall cease and the Note will become immediately due and payable in accordance with the terms of the Note.

(b) Due and Payable - Sale. Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable is not permitted when a Lender requires immediate payment in full under this Paragraph.

(c) Due and Payable with Secretary Approval. - Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable is not permitted when a Lender requires immediate payment in full under Paragraph 10(c).

(d) Notice and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the property remains the Borrower's Principal Residence and, if applicable, the principal residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9, the Borrower shall also complete and provide to the Lender on an annual basis a Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Borrower's annual certifications, required by this paragraph, must continue to be completed and provided to the Lender by the Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.

(e) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

(f) Notice to Secretary and Non-Borrowing Spouse. Lender shall notify the Secretary and any

Non-Borrowing Spouse identified in Paragraph 9 whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

(g) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

(h) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

12. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

13. Lien Status.

(a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 13(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then

Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by 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.

14. Forbearance by Lender Not a Waiver. 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.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. 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 all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse 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. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, or Non-Borrowing Spouse when given as provided in this Paragraph 17.

17. 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.

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

19. Third-Party Beneficiary. Except as set forth in Paragraph 10(a)(ii) and only for an identified Non-Borrowing Spouse in this document, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

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

20. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 20.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

21. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 10, Lender 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. Trustee shall mail a copy of the notice to Borrower as provided by applicable law. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a combined notice of the foreclosure sale, the right to cure and the right to redeem for the time and in the manner provided by applicable law and shall mail copies of the combined notice 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 combined notice 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 a confirmation deed. The recitals in the deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale as provided by applicable law.

22. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

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 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.

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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).]

Condominium Rider

Planned Unit Development Rider

Other [Specify]

26. Nominee Capacity of MERS. MERS serves as beneficiary of record and secured party solely as nominee for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Beneficiary herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Deed of Trust.

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.

Shari Ann Vander Putten (SEAL)
Shari Ann Vander Putten

1-28-15
Date

Paul Vander Putten (SEAL)
Paul Vander Putten, a non-borrowing spouse

1-28-15
Date

_____ [Space Below This Line For Acknowledgment] _____

STATE OF COLORADO)
) ss
County of FREMONT)

The foregoing instrument was acknowledged before me this 28th day of January, 2015,
by Shari Ann Vander Putten and Paul Vander Putten

Witness my hand and official seal
LERAE J. WAGNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954001595
MY COMMISSION EXPIRES JANUARY 30, 2019

[Signature]
Notary Public

My Commission Expires:

Loan Originator Organization

Mortgage Loan Originator Organization: **Fidelity Mortgage Solutions LLC**
Nationwide Mortgage Licensing system and Registry Identification Number: **476792**

Individual Loan Originator

Mortgage Loan Originator: **Mark Perreault**
Nationwide Mortgage Licensing system and Registry Identification Number: **269018**

EXHIBIT A

Exhibit A to the Security Instrument made on **January 28, 2015**, by **Shari Ann Vander Putten, a married woman ("Borrower")** to **Mortgage Electronic Registration Systems, Inc. ("MERS")** ("Beneficiary"). The Property is located in the county of **FREMONT**, state of **Colorado**, described as follows:

Description of Property

Legal description attached hereto as exhibit 'A' and by this reference made a part hereof

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 602115

SW 1/4 SE 1/4 Section 9, Township 18 South, Range 71 West of the 6th P.M. together with an easement, 40 feet in width, running along the Easterly boundary, North and South through the NE1/4 SW1/4 of said Section 9 for purposes of ingress and egress. Together with a 30 foot easement off and along the entire owned West boundary of the S 1/2 SW1/4 NE1/4 Section 9, Township 18 South, Range 71 West that portion lying South of US Highway 50 and off and along the entire West boundary of the NW 1/4 SE1/4 Section 9, Township 18 South, Range 71 West for the purpose of unrestricted ingress, egress, maintenance and/or utilities benefitting the owners of SW1/4 SE1/4 Section 9, Township 18 South, Range 71 West,
County of Fremont,
State of Colorado.

Return to: Loan Operations, Sunflower
Bank, N.A., 3025 Cortland Circle, Salina,
KS 67401

Space Above This Line For Recording Data

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is August 1, 2014. The parties and their addresses are:

GRANTOR:

FAMILY FEEDS LLC
A Colorado Limited Liability Company
303 County Road 3A
Canon City, CO 81212

TRUSTEE:

PUBLIC TRUSTEE OF FREMONT COUNTY, COLORADO

LENDER:

SUNFLOWER BANK, N.A.
Organized and existing under the laws of the United States of America
Attention: Loan Operations
3025 Cortland Circle
Salina, KS 67401

1. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN PORTIONS OF THE E1/2 OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS: THE N1/2SE1/4E1/4, WHICH LIES WEST OF THE COUNTY ROAD KNOWN AS THE ROYAL GORGE ROAD, COUNTY OF FREMONT, STATE OF COLORADO.

The property is located in Fremont County at 303 County Road 3A, Canon City, Colorado 81212.

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

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$25,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1100875934, dated August 1, 2014, from Family Feeds LLC, SLAWOMIR BARTKOWIAK and NANCY CAROLYN BARTKOWIAK (Borrower) to Lender, with a loan amount of \$25,704.00 and maturing on August 1, 2019.

B. All Debts. All present and future debts from Family Feeds LLC, SLAWOMIR BARTKOWIAK and NANCY CAROLYN BARTKOWIAK to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

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

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

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

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

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

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

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

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

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

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

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

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

A. Power. Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

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

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

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

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

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

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

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

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to

Lender. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

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

A. Payments. Grantor or Borrower fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Grantor is in default on any other debt or agreement Grantor has with Lender.

G. Misrepresentation. Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Grantor fails to satisfy or appeal any judgment against Grantor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the

date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

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

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

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

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

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

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

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

substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

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

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

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

D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

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

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

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

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

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

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

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

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage

[Handwritten Signature]

of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

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

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

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

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

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

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

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

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

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

Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

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

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

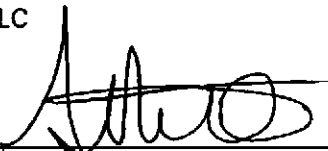
27. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor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

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

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

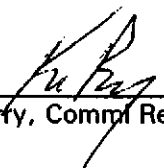
GRANTOR:

Family Feeds LLC

By  Date 8/1/14
Slawomir Bartkowiak, Owner

LENDER:

Sunflower Bank, N.A.

By  Date 8/1/14
Ken Berry, Comm Relat. Manager, AVP

ACKNOWLEDGMENT.

State OF Colorado, County OF Fremont ss.

This instrument was acknowledged before me this 1st day of August 2014 by Slawomir Bartkowiak - Owner of Family Feeds LLC, a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires: 7-28-2018 Wendy M. Matthews
(Notary Public)

Wendy M Matthews
Notary Public
State of Colorado
Notary ID#: 19984020773
My Commission Expires: 07/28/2018

(Lender Acknowledgment)

State OF Colorado, County OF Fremont ss.

This instrument was acknowledged before me this 1st day of August 2014 by Ken Berry -- Comml Relat. Manager, AVP of Sunflower Bank, N.A., a corporation, on behalf of the corporation.

My commission expires: 7-28-2018 Wendy M. Matthews
(Notary Public)

Wendy M Matthews
Notary Public
State of Colorado
Notary ID#: 19984020773
My Commission Expires: 07/28/2018

Aquila

EASEMENT

Name of Project: CONNER RON U/Grd Pri Ext 14.4 KV	Landowner: Stephen Cool, President Bravo Property Management Co. Inc & Property Manager Larsen Land & Equipment LLC	T: 18S R: 71W Sec: 09
W.R. # 314439	Address: 202 West Main St Canon City Colorado. 81212	District: WESTERN REGION
R.O.W. Agent: Aquila- Marvin Valdez		Town: Canon City State: Colorado

IN CONSIDERATION of the sum of \$1.00 and other valuable consideration, the undersigned landowner(s) (hereinafter "Landowner" or "Grantor") hereby grant(s) unto AQUILA, a Division of UtiliCorp United, Inc. (hereinafter "Aquila" or "Grantee"), its successors and assigns, the right, privilege and authority to construct, operate, maintain and remove its electric transmission, distribution and service lines, whether said lines now or may hereafter serve the property described herein or other property, with all conduit, poles, crossarms, cables, wires, guys, supports and devices, used or useful in the operation of said line, over, under, across and upon the following described tract of land now owned by the undersigned grantor, or in which the undersigned grantor may have an interest, located in the County of Fremont, State of Colorado, to wit:

An underground utility easement located in Section 09, Township 18 South, Range 71 West, of the 6th P.M., Fremont County Colorado, on the Tract of Land as described below more specifically, an easement 15.0 feet total in width paralleling the southerly boundary of the N 1/2 of the SE ¼ SE ¼ giving access to the SW ¼ SW 1/4. as Recorded in Fremont County Clerk and Recorders Office, Canon City, Colorado.

Together with the right to enter upon said premises, survey, construct, reconstruct, maintain, operate, remove, control and use said poles or other lines and to remove objects interfering therewith, and the right to permit the attachment of telephone line or lines to said poles or other structures of grantee, and to permit the attachment of the wires of any other company to said poles or other structures of grantee, and grantor further grants to grantee, the right and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of said lines, and the right to remove obstacles or fill ditches, excavations or depressions in the ground, where necessary, to make motor vehicle travel practical upon the easement and right-of-way. Grantor also grant(s) to grantee the right of ingress and egress from lands of the grantor that adjoin the easement and right-of-way hereby granted by foot or vehicular travel for the purpose of surveying, constructing, maintaining and controlling the lines, poles, conduit or other improvements placed or constructed on the easement and right-of-way described herein.

Grantor hereby covenants with the grantee that it is lawfully seized and possessed of the real estate above described and that it has good and lawful right to convey it or any part thereof, and that said property is free and clear of all liens and encumbrances whatever.

The grantor(s) reserve(s) the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the grantee's facilities therein or use thereof.

In the event grantor constructs or erects any buildings, structures or signs or wells on said easement and right-of-way, such construction shall be limited to those which will not interfere with or endanger any of the grantee's facilities therein or the use thereof, nor endanger the public, and shall further be limited to such types of construction, distances and tolerances as meet the safety requirements of the National Electrical Safety Code as it shall be in effect at the time of such construction.

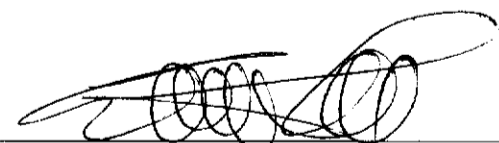
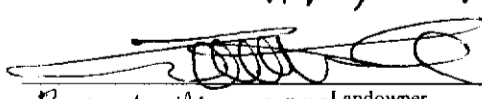
The work of installing said electric lines and appurtenances shall be done with care, and all damage to the premises caused thereby shall be repaired at the expense of the grantee.

Nonuse or a limited use of this easement shall not prevent grantee from thereafter making use of this easement and right-of-way to the full extent herein authorized, except that the failure of grantee hereunder to energize a line or lines on said easement and right-of-way during a continuous period of five year(s), shall upon the written notice of the grantor terminate this easement and right-of-way. However, should such failure to energize arise by reason of storm, flood or other Act of God, by fire, war, rebellion, insurrection, sabotage, riot, strike or civil disobedience, governmental legislative, judicial or regulatory action, or other occurrence beyond the reasonable control of grantee, then for such time as said failure to energize shall have been caused by any of such instances of force majeure, Aquila shall be excused from so energizing said line for purposes of this paragraph.

Grantee agrees to move the line or lines located on the easement and right-of-way granted above within one hundred eighty (180) days after request to do so by grantor, provided only however that the expense of all removal and reconstruction shall be borne by grantor, and grantee as a condition precedent to such removal for the relocation of said lines.

Signed this July 12th day of July, 20 06.

WITNESSES:

 (SEAL)
 Pres. Bravo Property Management Co. Inc.
 Landowner
 (SEAL)
 Property Manager
 Larsen Land & Equipment LLC

STATE OF COLORADO

COUNTY OF Fremont

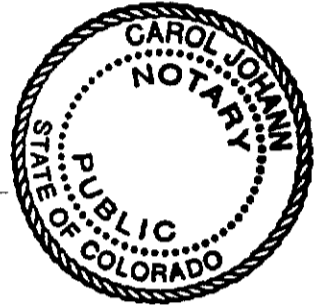
The foregoing instrument was acknowledged before me this 12th day of July, 2006,
by Stephen Cool, Pres., Bravo Prop. Mgmt. Co., Inc & Property
Manager, Larsen Land & Equipment, LLC.

My Commission expires: My Commission Expires
08/29/2009

Witness my hand and official seal.

Notary Public

Carol Johann



Document No. _____

EASEMENT

Mail to:

AQUILA
3110 Utility Drive
Canon City, CO 81212

92
 11:00 a.m. Jan 23-1914
 Canon City, Colo., Jan 23-1914
 We hereby release this lien
 Gibson Lumber Co
 D. E. Gibson
 Witness:
 M. Eckel Maas,
 Deputy Co. Clerk

101045.
 LIEN STATEMENT.
 Edgar Holmes
 to
 The Gibson Lumber Co.
 State of Colorado,)
 County of Fremont,)ss.:
 Filed for record
 Jan. 5, 1914 at 10:45 A.M.
 H. E. Smith, Recorder.
 \$1.25 Pd.

TO ALL WHOM IT MAY CONCERN:

Know Ye, That THE GIBSON LUMBER COMPANY, a corporation, organized under the laws of the State of Colorado, and being at all times herein-after mentioned engaged in the vending of lumber and building material, wishing to avail itself of the provisions of the statute in such case made and provided, makes the following statement of lien:

First.--That the name of the owner of the property to be charged with the lien is Edgar Holmes.

Second.--The name of the lien claimant is The Gibson Lumber Company, and said lien claimant furnished the material for which the lien is claimed direct to the owner, Edgar Holmes, and at his instance and request and upon his order.

Third.--That the property to be charged with such lien is described as follows: Lots one and two (1 & 2) in Block fifty (50), Town of Penrose, according to the recorded Plat thereof and recorded in the office of the County Clerk of the County of Fremont, State of Colorado. That the said lien is held for and on account of divers lumber, shingles, lime, building hardware and other building materials sold and delivered by the said claimant to the said owner between the 14th day of October, 1913, to the 10th day of November, 1913, at the owners special instance and request, and which was used in the construction of a dwelling house and outbuildings situate upon the above described property.

Fourth.-- That the total amount of indebtedness for which said lien is claimed is One Hundred Fifty and 35/100 (\$150.35) Dollars, and there are no credits thereon and said amount is now due and owing to this lien claimant.

The Gibson Lumber Company,
 Claimant.

By D. E. Gibson.

State of Colorado,)
 County of Fremont.)ss:

I, D. E. Gibson, of lawful age, being first duly sworn, upon oath do say: that I am an officer of The Gibson Lumber Company, the claimant herein, to-wit, President, that I have read the within statement of lien and indebtedness and know the contents thereof, and that the same is true and correct.

D. E. Gibson.

Subscribed and sworn to before me this 5th day of January, A.D. 1914.
 My commission expires September 12, 1915.

Lovell S. Bailey,
 Notary Public.

(Notarial Seal)

WARRANTY DEED.

101068.
 WARRANTY DEED.
 Edith Hudson
 to
 The Standard Fire
 Brick Company.
 State of Colorado,)
 County of Fremont,)ss.:
 Filed for record
 Jan. 7, 1914 at 9 A.M.,
 H. E. Smith, Recorder.
 \$1.75 Pd.

THIS DEED, Made this 27th day of December in the year of our Lord one thousand nine hundred and thirteen, between Edith Osborne, formerly Edith Hudson, of the County of Fremont and State of Colorado, of the first part, and THE STANDARD FIRE BRICK COMPANY, a corporation, organized under the laws of Colorado, with its principal office in Pueblo, Pueblo County, Colorado, of the County of Pueblo and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed

and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described property, situate, lying and being in the County of Fremont and State of Colorado, to-wit: All of the silica rock or silica quartz, either upon or underneath the surface and within the boundaries of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Nine (Sec. 9), Township Eighteen (Twp. 18), South, Range Seventy-one (R. 71), West of the Sixth P.M., together with full right and unrestricted privilege unto the said party of the second part of mining, quarrying, digging, gathering, and removing the same in any manner and at any and all times, and at any and all places, within the boundaries of said land, as deemed advisable or desirable, by said party of the second part, and for said purpose or purposes to install, erect, build and maintain upon said land, at any place or places said grantee may elect, all manner of buildings, structures, tracks, machinery, roads and roadways, or other improvements or facilities whatsoever, and with full right of ingress, egress and regress to, upon and from said premises, for the uses and purposes aforesaid: Also conveying hereby a right-of-way for wagon road twenty-five (25) feet in width along the West side of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 9, aforesaid.

Said grantee, however, not to have or to use any of the timber or wood upon said premises.

TOGETHER with all and singular all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained property.

TO HAVE AND TO HOLD the said property above bargained and described, unto the said party of the second part, its successors and assigns forever.

And the said Edith Osborne, formerly Edith Hudson, party of the first part, for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form 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, and the above bargained property in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Edith Osborne, formily (SEAL)
Edith Hudson.

Signed, sealed and delivered in the presence of Coll Deane.

STATE OF CALIFORNIA,)
County of Humboldt,) ss.

I, Coll Deane, Notary Public in and for said Humboldt County, in the state aforesaid, do hereby certify that Edith Osborne, formerly Edith Hudson, who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 27th day of December, A.D. 1913.
My commission expires October 4th, A.D. 1914.

(Notarial Seal) Coll Deane.

101069

AFFIDAVIT.

Affidavit
Eugene Weston
State of Colorado)
)ss.
County of Fremont)

State of Colorado)
)ss.
County of Fremont)

Filed for record Jan.
7, 1914 at 11:15 A. M.
H. E. Smith Recorder
M. Ethel Maas, Deputy
\$.75 Paid.

I, Eugene Weston, of the age of 78 years on my last birthday, being first duly sworn deponeth and sayeth on his oath that he was well acquainted and had personally known the following named persons since 1871 and I have resided in Canon City, Colorado, since the year 1861; Orson G. Stanley, O. G. Stanley and Orsen G. Stanley was one and the same person; and that Thomas H. Stanley and T. H. Stanley was one and the same person.

And also that Mary K. Stanley was the wife of Orson G. Stanley. And also that William Locke and William M. Locke was one and the same person. Further the deponeth sayeth not.

Eugene Weston (Seal)

Subscribed and sworn to before me this 7th day of January A. D. 1914.
My Commission expires May 19, 1914.

C. J. Fredrickson
Notary Public.

(Notarial Seal)

101072

TO ALL WHOM IT MAY CONCERN:

Lien Statement.
Mary A. Woehler
to
Gibson Lumber Co.
State of Colorado)
)ss.
County of Fremont)
Filed for record Jan.
7, 1914 at 1 P. M.
H. E. Smith, Recorder.
\$.125

Know Ye, That THE GIBSON LUMBER COMPANY, a corporation, wishing to avail itself of the provisions of the statute in such case made and provided, makes the following statement of lien:

- 1. That the name of the owner of such property to be charged with the lien is Mary A. Woehler.
- 2. The name of the person claiming the lien is The Gibson Lumber Company, a corporation organized and existing under the laws of the State of Colorado, and it furnished the material for which the lien is claimed direct to the owner of the property, and at her special

instance and request and upon her order.
3. That the property to be charged with such lien is described as follows; Lot five (5) in Block numbered twenty-five (25) in the City of Canon City, Fremont County, Colorado, according to the original Plat, on file, in the office of the County Clerk of said County.

That said lien is held for and on account of lumber, hardware, cement and other building materials furnished by the claimant to the said owner of said property and used for the construction and repairs of the building situate on said property; the last of the material was furnished November 14th, 1913.

4. That the total amount of indebtedness for which said lien is claimed for the material furnished is one hundred sixty and 25/100 (\$160.25) dollars, and there are no credits thereon, and said sum is now due and owing to claimant.

The Gibson Lumber Co.
Claimant.

By D. E. Gibson, President.

*Canon City, Colo. Oct. 16 - 1914
This lien is discharged \$1.50
and released
Gibson Lumber Co.*

97282

Pueblo 011590

Land Patent
STATE OF COLORADO)
(SS
County of Fremont)

Filed for Record Oct. 25,
1912 at 1:15 o'clock P.M.

H. E. Smith, Recorder.

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Pueblo Colorado, has been deposited in the Genral Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain", and the acts supplemental thereto, the claim of Edith Hudson has been established and duly consummated, in conformity to law, for the SOUTHEAST QUARTER OF SECTION NINE IN TOWNSHIP EIGHTEEN SOUTH OF RANGE SEVENTY-ONE WEST OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, CONTAINING

ONE HUNDRED 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 Claimant the tract of Land above described; TO HAVE AND TO HOLD the said Tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant 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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I William H. Taft President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Twentieth day of June in the year of our Lord one thousand nine hundred and Twelve and of the Independence of the United States the one hundred and Thirty-sixth.

By the President:

Wm. H. Taft

By M.P. LeRoy, Secretary.

John O'Connell

Acting Recorder of the General Land Office.

(SEAL)

RECORDED: Patent Number 278016

97284

CHATTEL MORTGAGE

STATE OF COLORADO)
(SS
County of Fremont)

Filed for Record Oct. 26,
1912 at 8:00 o'clock A.M.

H. E. Smith, Recorder
By H.J. Craig, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That C.C. Jackson, of the County of Fremont in the State of Colorado, party of the first part, for and in consideration of the indebtedness hereinafter mentioned and in the further consideration of five dollars in hand paid to said party of the first part by The Western Live Stock Commission Co., of _____ and State of Colorado, party of the second part, receipt whereof is hereby acknowledged, said party of the first part does hereby transfer, assign and sell unto the said party of the second part, the following personal property, goods and chattels, to-wit: Six steers three years old, twenty steers two years old, forty eight steers one year old and six heifers two years old, all branded with on the left hip, together with all accretions and increase to said stock. The same being now in Fremont

County Colorado, on the ranch of said party of the first part in Township 16, South of Range 72 west, in Fremont County, Colorado,

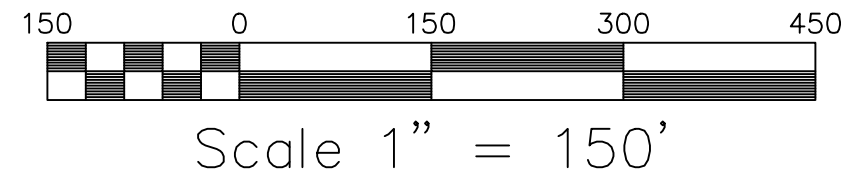
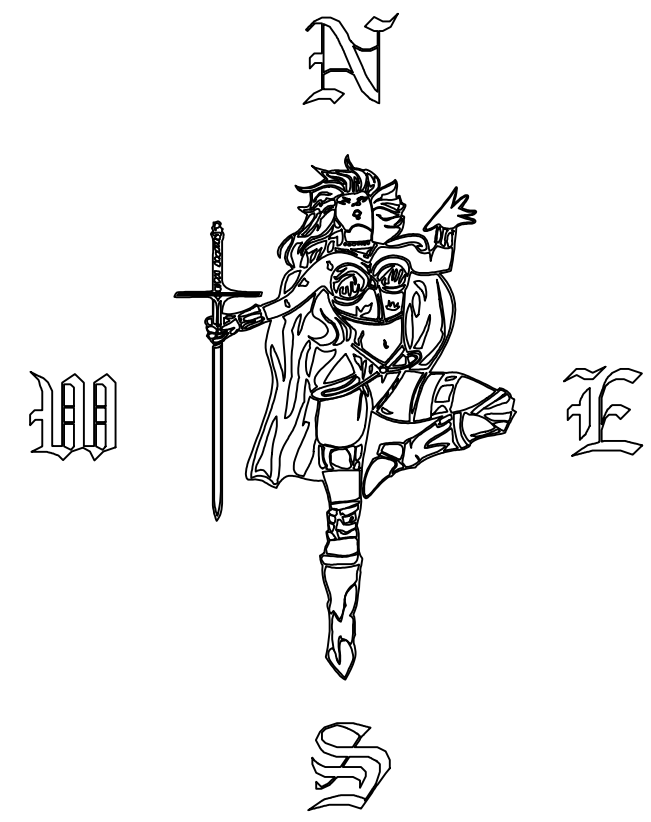
TO HAVE AND TO HOLD THE SAME, And every part thereof, unto the said party of the second part, forever. And the party of the first part does hereby covenant to and with the said party of the second part that at the date hereof the said party of the first part is lawfully possessed of the said property, goods and chattels, and every part thereof, as his own property; that the same and every part thereof are free and clear from any incumbrances, and that he will WARRANT AND DEFEND the title to the same to the party of the second part against any claims or demands whatsoever.

BUT THE CONDITION of this said assignment, transfer and sale of the said property, goods and chattels is such, that whereas, the said party of the first part is justly indebted to the said party of the second part in the principal sum of Twenty three hundred and sixty 00 Dollars, evidenced by 1 promissory note bearing even date herewith, payable to the party of the second part, or order as follows: One note for \$2360.00, due 180 days after date, bearing interest from date at the rate of 8 per cent. per annum.

AND WHEREAS, The party of the first part has covenanted and agreed, and does hereby covenant and agree to and with the party of the second part, that he will well and truly pay the said promissory notes, and each and every of them, when the same shall become due and payable, without days of grace, and will also pay each and every installment of interest aforesaid, when so due and payable as aforesaid; also that in case of default in the payment of any one of said notes, or any installment of interest as aforesaid, then at the option of said party of the second part, at any time while such default continues, the whole of the said indebtedness shall at once become due and payable, and be promptly paid, anything in said notes, or any of them, to the contrary notwithstanding; also, that until said indebtedness, and every part thereof, and all interest as aforesaid, shall be fully paid, said party of the first part will

PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT

OF THE SW 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
AND THE N 1/2 SE 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO

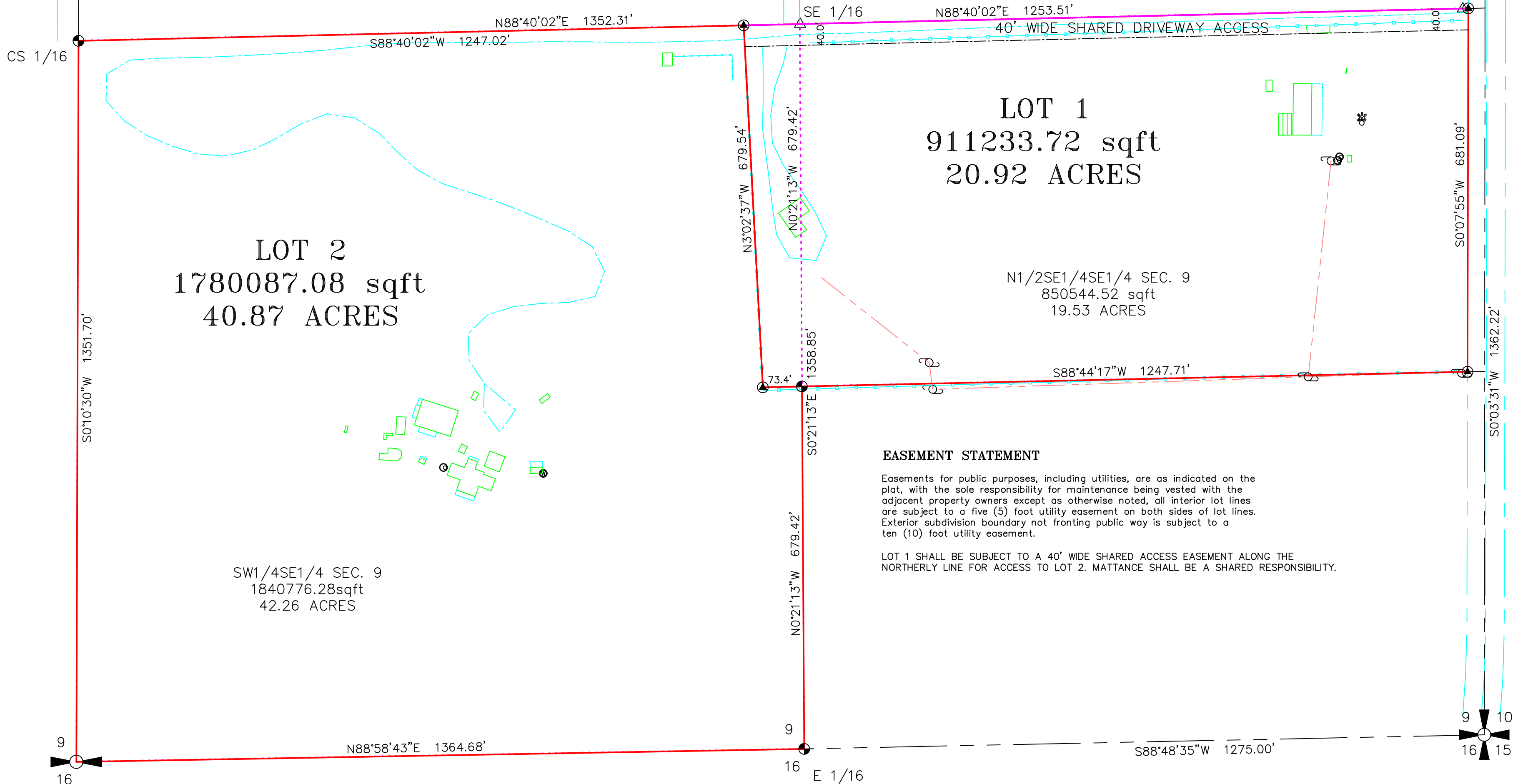


- Legend:
- Boundary Line
 - Existing Driveway
 - Existing Buildings
 - Existing Fence line
 - Boundary Line to be adjusted
 - Powerline
 - Septic
 - Rebar Found
 - Utility Pole
 - Cistern
 - Section Corner

C 1/14
40' ACCESS EASEMENT PER DEED
N010°29'E 1351.71'
CS 1/16
S010°30'W 1351.70'
9
16



VICINITY MAP
n.t.s.



EASEMENT STATEMENT
Easements for public purposes, including utilities, are as indicated on the plat, with the sole responsibility for maintenance being vested with the adjacent property owners except as otherwise noted, all interior lot lines are subject to a five (5) foot utility easement on both sides of lot lines. Exterior subdivision boundary not fronting public way is subject to a ten (10) foot utility easement.
LOT 1 SHALL BE SUBJECT TO A 40' WIDE SHARED ACCESS EASEMENT ALONG THE NORTHERLY LINE FOR ACCESS TO LOT 2. MATTANCE SHALL BE A SHARED RESPONSIBILITY.

KNOW ALL MEN BY THESE PRESENTS that
SHARI ANN VANDER PUTTEN (PARCEL A)
PATRICIA A HOBBS (PARCEL B)
are the owners of the following described land:
TO WIT
PARCEL A:
SW 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M. TOGETHER WITH AN EASEMENT, 40 FEET IN WIDTH, RUNNING ALONG THE EASTERLY BOUNDARY, NORTH AND SOUTH THROUGH THE NE 1/4 SW 1/4 OF SAID SECTION 9 FOR PURPOSES OF INGRESS AND EGRESS, TOGETHER WITH A 30 FOOT EASEMENT OFF AND ALONG THE ENTIRE OWNED WEST BOUNDARY OF THE S1/2 SW 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST THAT PORTION LYING SOUTH OF US HIGHWAY 50 AND OFF AND ALONG THE ENTIRE WEST BOUNDARY OF THE NW 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST FOR THE PURPOSE OF UNRESTRICTED INGRESS, EGRESS, MAINTENANCE AND/OR UTILITIES BENEFITTING THE OWNERS OF SW 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST, 6th P.M., COUNTY OF FREMONT, STATE OF COLORADO.
PARCEL B:
N 1/2 SE 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., WHICH LIES WEST OF THE COUNTY ROAD KNOWN AS THE ROYAL GORGE ROAD, COUNTY OF FREMONT, STATE OF COLORADO.

DEDICATION I/We
SHARI ANN VANDER PUTTEN (PARCEL A)
PATRICIA A HOBBS (PARCEL B)
being the owner(s) of the above described land being platted and/or subdivided in Fremont County, Colorado, under the name of PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT
have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of the land labeled as easements for the installation and maintenance of public utilities as show hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

IN WITNESS WHEREOF
SHARI ANN VANDER PUTTEN (PARCEL A)
has (or have) subscribed
names(s) this _____ day of _____ A.D. 20____
By _____
SHARI ANN VANDER PUTTEN (PARCEL A)

NOTARY STATEMENT
The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 20____ by
SHARI ANN VANDER PUTTEN (PARCEL A)
My commission expires _____
My address is _____
Witness my hand and official seal. _____
Notary Public

IN WITNESS WHEREOF
PATRICIA A HOBBS (PARCEL B)
has (or have) subscribed
names(s) this _____ day of _____ A.D. 20____
By _____
PATRICIA A HOBBS (PARCEL B)

NOTARY STATEMENT
The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 20____ by
PATRICIA A HOBBS (PARCEL B)
My commission expires _____
My address is _____
Witness my hand and official seal. _____
Notary Public

REGISTERED LAND SURVEYOR'S CERTIFICATE
I, George R Hall, a licensed land surveyor in the State of Colorado do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief. I further certify that any portion(s) of this property which do lie within the designated flood hazard area as shown on the F.E.M.A F.I.R.M. maps are accurately shown hereon.

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT
This is to certify that the plat is approved and accepted as per review by the Planning Director, dated this _____ day of _____ 20____

Chairman, Fremont County Board of Commissioners

COUNTY CLERK AND RECORDS STATEMENT
STATE OF COLORADO }
COUNTY OF FREMONT }
This plat was filed for record in the office the County Clerk and Recorder of Fremont County, at _____, on the _____ day of _____ 20____ A.D., under reception no. _____

Fremont County Clerk & Recorder

DRAWN BY: GRH KH	Client: SHARI ANN VANDER PUTTEN 160 OR 360A CANON CITY, CO 81212
FILENAME: 2024126DWR_HOBBS_BLA	PATRICIA A HOBBS 303 OR 3A CANON CITY, CO 81212
DATE: 04/16/2024	

NOTICE
According to Colorado law you must commence any legal action based on any defect in this survey within three years after the first discovery such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
Any person who knowingly removes, alters or defaces any Public Land Survey Monument or Land Boundary Monument or otherwise commits a crime under the (2) Subchapter pursuant to Colorado State Statute 18-6506, of the Colorado Revised Statutes
LINEAL UNITS
Lineal units = U.S. Survey foot = 1.00' = 12 inches

Crown Point Land Services
719-275-5005 Office 391 Arrowhead Drive
P.O. Box 749 Florissant, CO 80816
Canon City, CO 81215-0749 crown.land@outlook.com

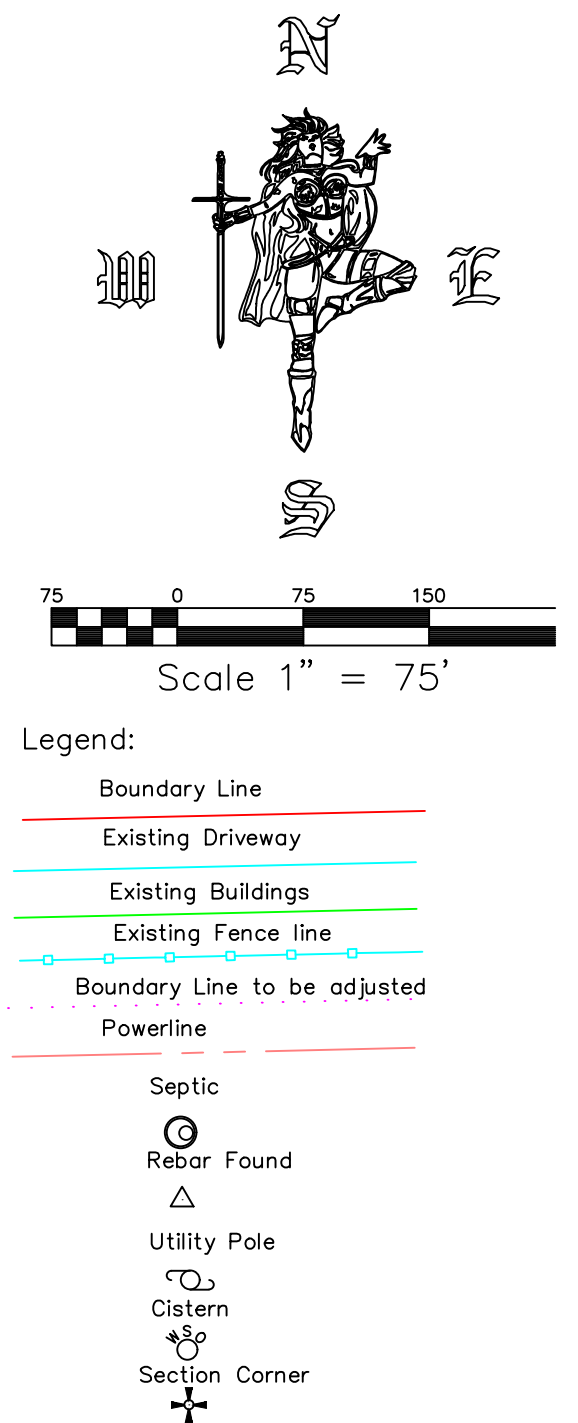
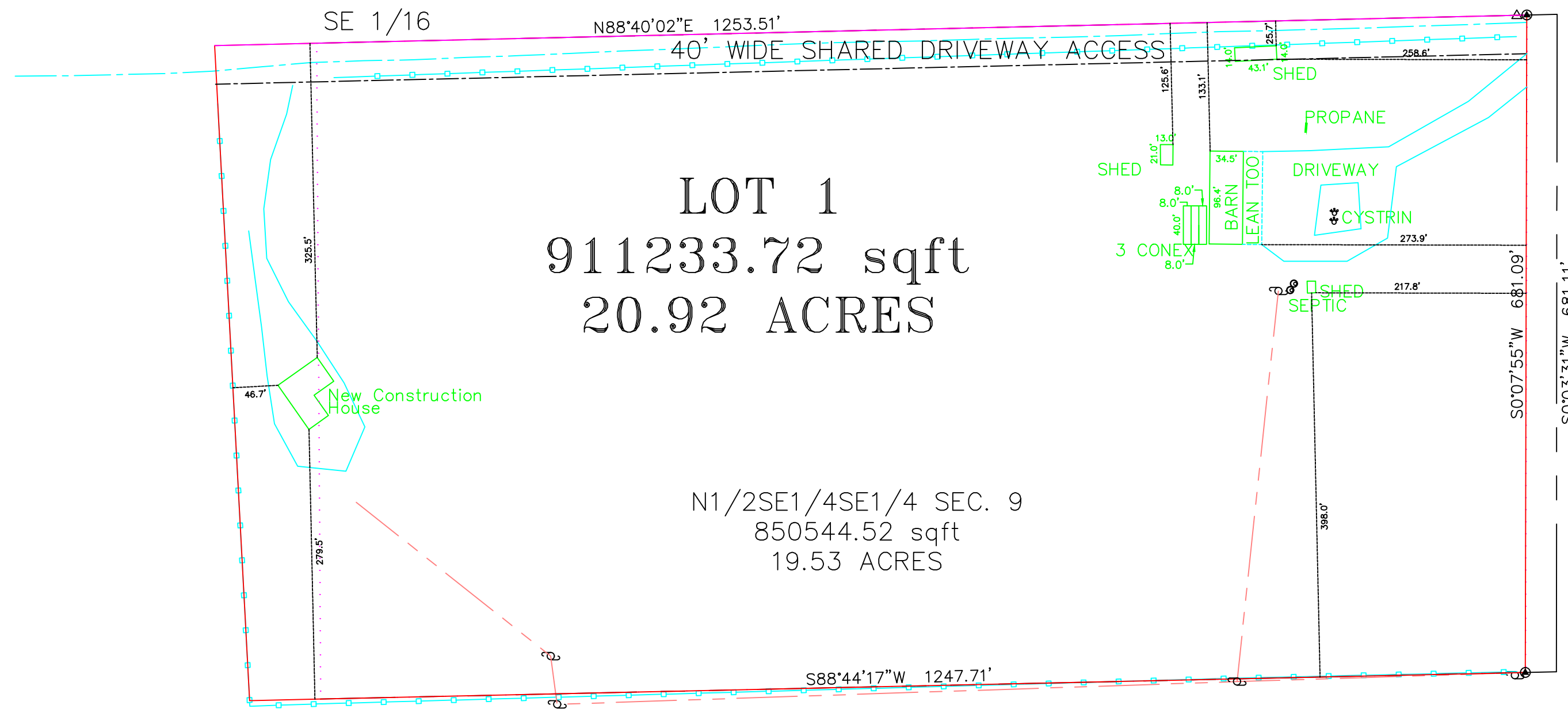
NOTES
This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we relied upon Title Commitment No. XXXXXXXXX prepared by XXXXXXXXXXXXXXXXXXXX, dated XXXXXX.

BASIS OF BEARINGS:
Bearings are based on G.P.S. observation on the XXX line of XXX as being X 00°00'00" X. The XXX corner being a XXX, the XXX corner being XXX.

George R Hall, PLS # 38118 Date _____

**PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT
HOBBS IMPROVEMENTS 303 COUNTY ROAD 3A**

OF THE SW 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
AND THE N 1/2 SE 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO



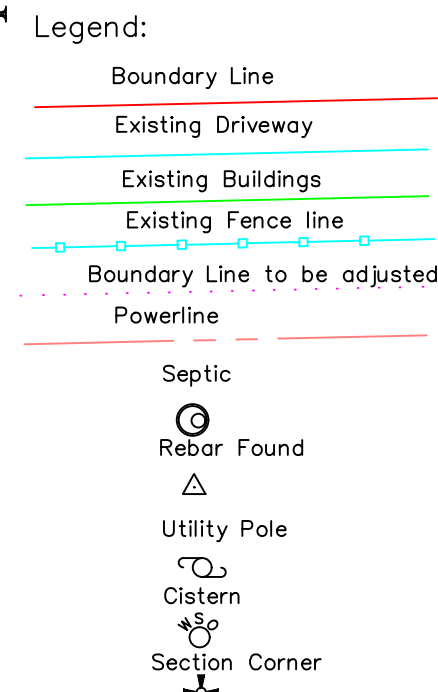
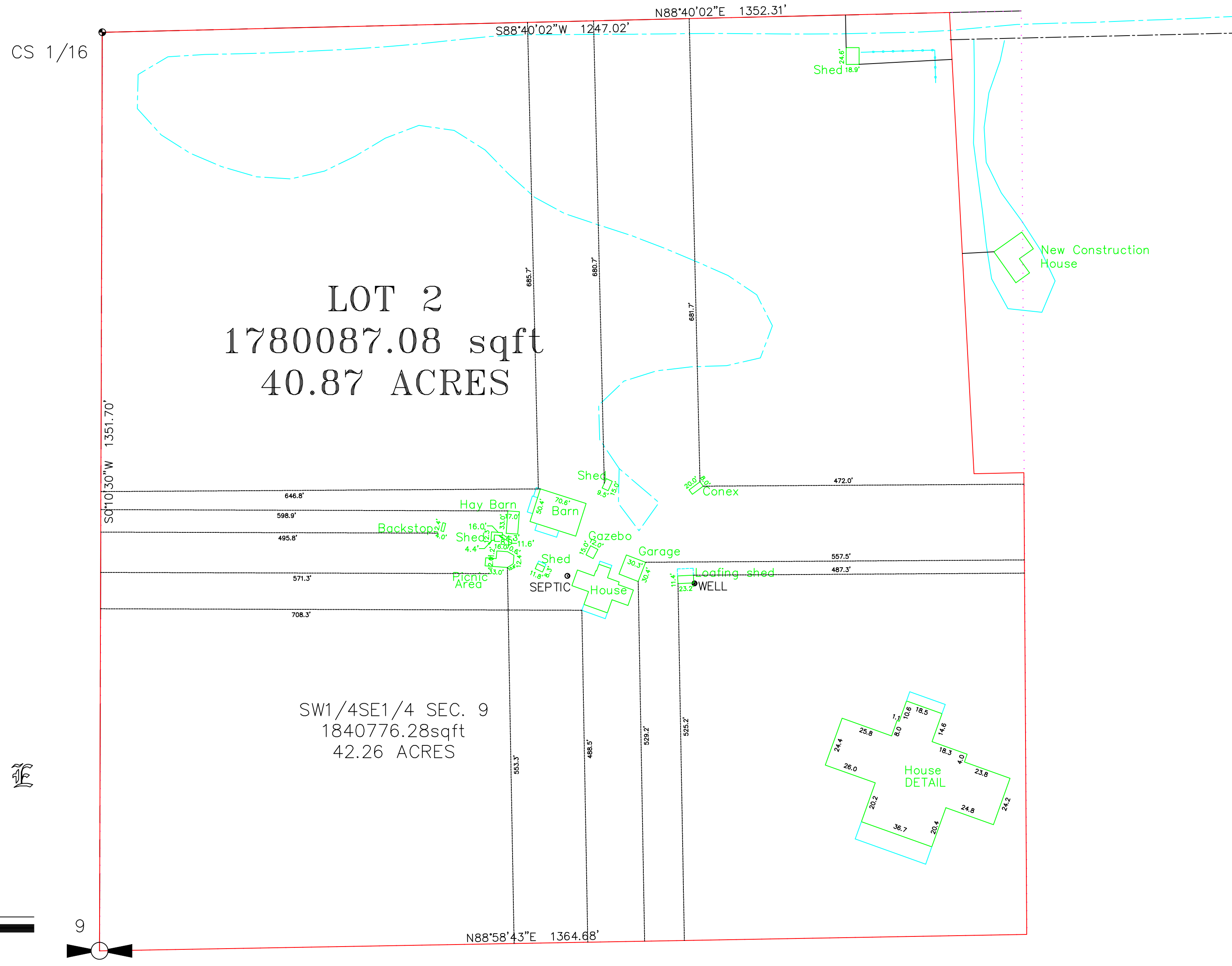
LOT 1
911233.72 sqft
20.92 ACRES

N1/2SE1/4SE1/4 SEC. 9
850544.52 sqft
19.53 ACRES

<p>OWNER BY: CPH, KCI FILE NO.: 2024120208_HOBBS_BLA_MAP DATE: 04/18/2024</p>	<p>Client: www.mh.wood.com 2500 20th St # 202 FREMONT, CO 80016 303.428.1100</p>	<p>NOTICE: This plat is subject to any and all other surveys, maps, and records of record, and the surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat.</p> <p>LEGAL INTEREST: BASEMENT STATEMENT Services 719-275-3005 office P.O. Box 749 Fremont, CO 80016 crown.land@outlook.com</p>	<p>NOTE: This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we refer you to the Commission No. XXXXXXXXXX prepared by XXXXXXXXXXXXXXXXXXXX, dated XXXXXX.</p>	<p>BAIS OF BEARINGS: Bearings are based on G.P.S. observation on the XXX line of XXX as being X 000000° 0' 0". The XXX corner being a XXX, the XXX corner being XXX.</p>
---	---	--	---	---

**PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT
PUTTEN IMPROVEMENTS 185 COUNTY ROAD 365A**

OF THE SW 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
AND THE N 1/2 SE 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO



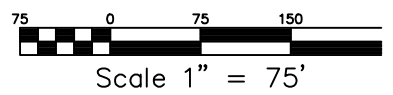
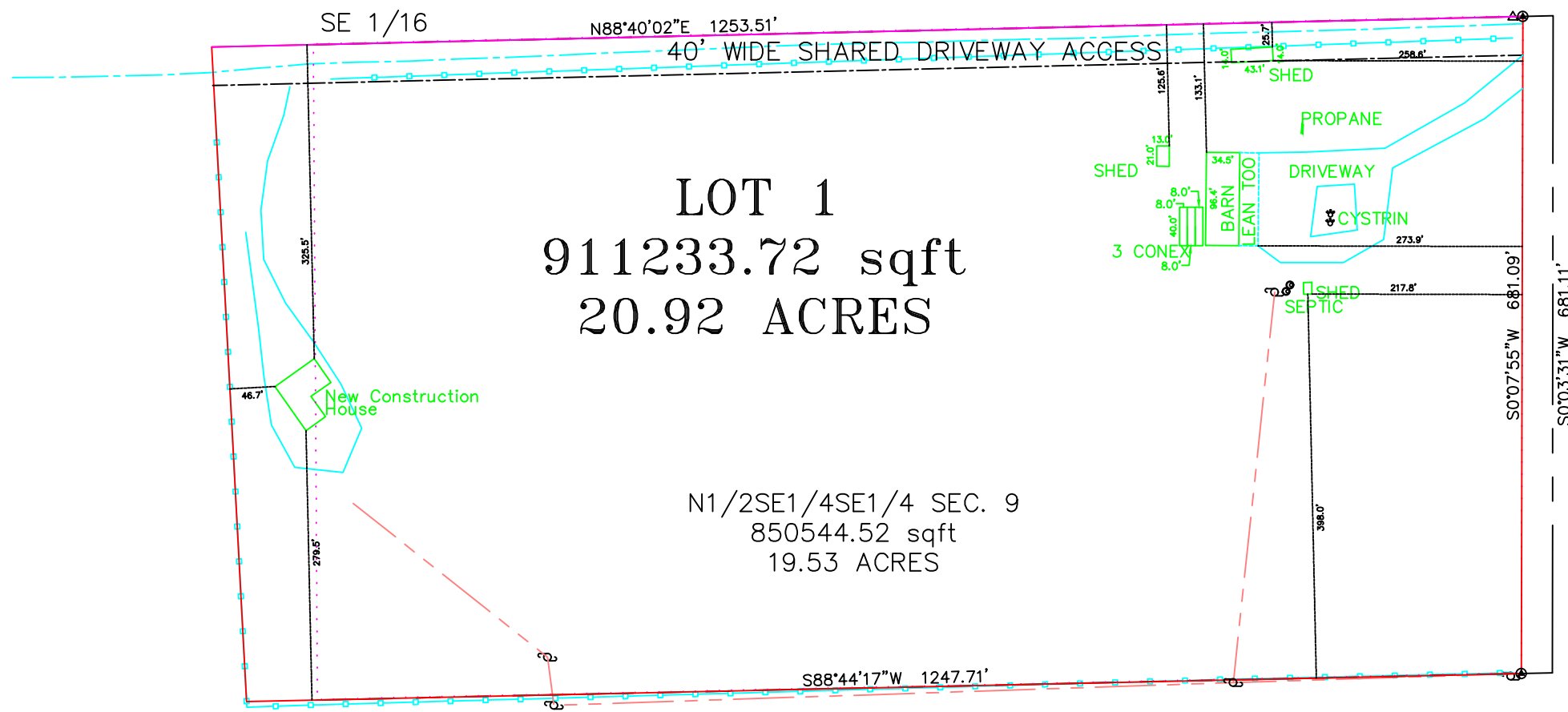
LOT 2
1780087.08 sqft
40.87 ACRES

SW1/4SE1/4 SEC. 9
1840776.28sqft
42.26 ACRES

<p>OWNER BY: CPH, KCI FILE NO.: 2024120208_HOBBS_BLA_MAP DATE: 04/18/2024</p>	<p>Client: www.mh.wood.com 2500 20th St # 202 FREMONT, CO 80016 303.428.1100</p>	<p>NOTICE: This plat is subject to any and all other surveys, maps, and records of record, and the surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat.</p> <p>LEGAL INTEREST: BASEMENT STATEMENT Services 719-275-3005 office P.O. Box 749 Fremont, CO 80016 crown.land@outlook.com</p>	<p>NOTE: This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we refer you to the Commission No. XXXXXXXXXX prepared by XXXXXXXXXXXXXXXXXXXX, dated XXXXXX.</p>	<p>BAIS OF BEARINGS: Bearings are based on G.P.S. observation on the XXX line of XXX as being X 000000° 0' 0". The XXX corner being a XXX, the XXX corner being XXX.</p>
---	---	--	---	---

PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT HOBBS IMPROVEMENTS 303 COUNTY ROAD 3A

OF THE SW 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
AND THE N 1/2 SE 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO



- Legend:**
- Boundary Line
 - Existing Driveway
 - Existing Buildings
 - Existing Fence line
 - Boundary Line to be adjusted
 - Powerline
 - Septic
 - Rebar Found
 - Utility Pole
 - Cistern
 - Section Corner

DRAWN BY: GRH KH
 FILENAME: 2024128DWR_HOBBS_BLA_IMP
 DATE: 04/18/2024

Client: SHARI ANNE VANDER PUTTEN
 180 CR 303A
 CANON CITY, CO 81212

PATRICIA A. HOBBS
 303 CR 3A
 CANON CITY, CO 81212

NOTICE
 Pursuant to Colorado law you must consent to the publication of this survey within three years after the date of certification shown herein.
 Any errors and omissions, whether or not caused by negligence, shall be the responsibility of the surveyor.
 LINEAL UNITS
 Linear units = U.S. Survey feet = 1.00" = 12 inches

Statement Services
 719-275-5005 Office 391 Arrowhead Drive
 P.O. Box 749 Florissant, CO 80816
 Canon City, CO 81215-0749 crown.land@outlook.com

NOTES
 This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we relied upon Title Commitment No. XXXXXXXXXX prepared by XXXXXXXXXXXXXXXXXXXX, dated XXXXXX.

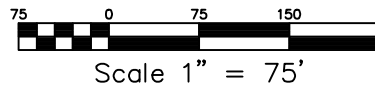
BASIS OF BEARINGS:
 Bearings are based on G.P.S. observation on the XXX line of XXX as being X 00°00'00" X. The XXX corner being a XXX, the XXX corner being XXX.

PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT
PUTTEN IMPROVEMENTS 185 COUNTY ROAD 365A

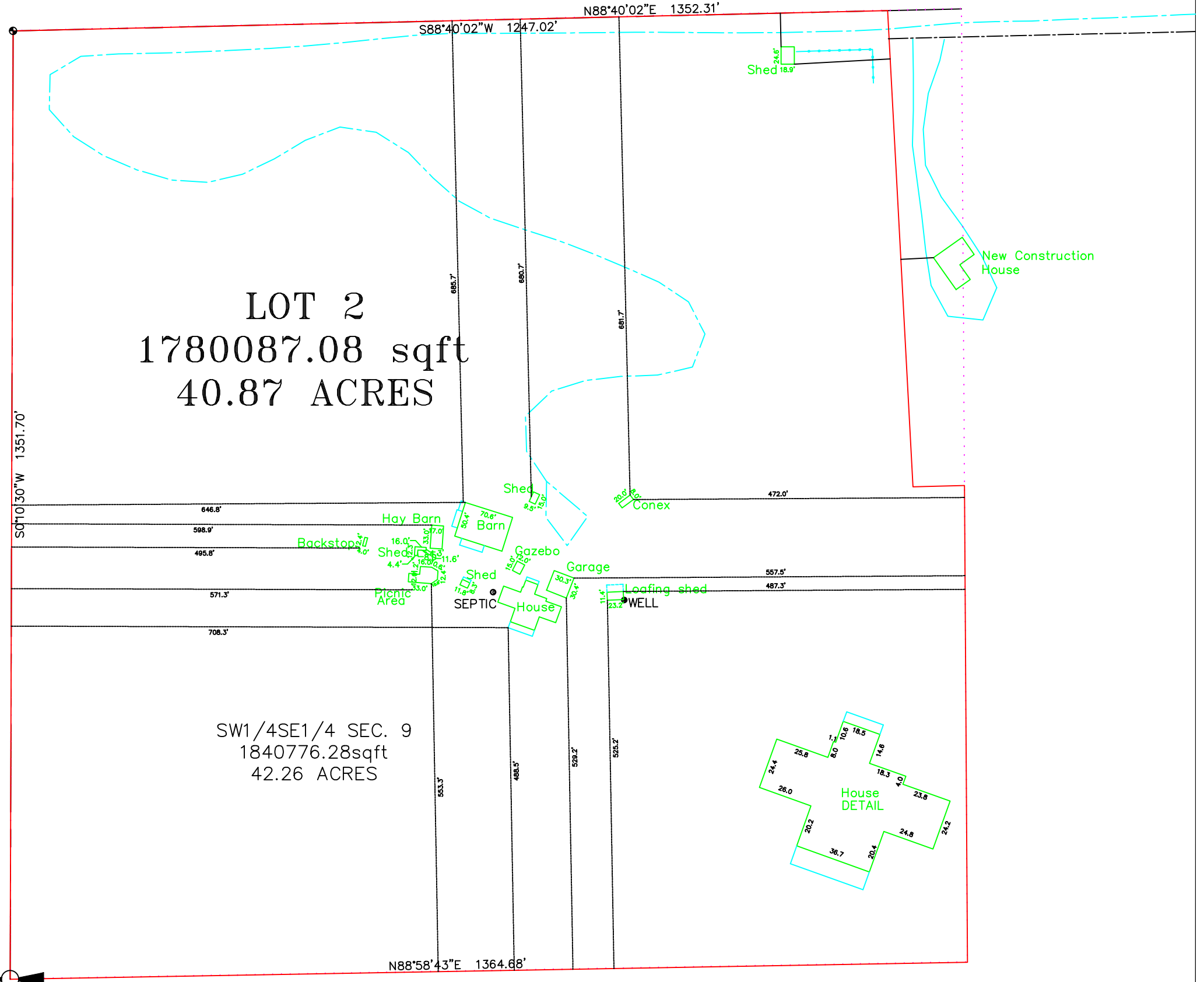
OF THE SW 1/4 SE 1/4 SECTION 9,
 TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
 AND THE N 1/2 SE 1/4 SE 1/4 SECTION 9,
 TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
 FREMONT COUNTY, COLORADO

Legend:

- Boundary Line
- Existing Driveway
- Existing Buildings
- Existing Fence line
- Boundary Line to be adjusted
- Powerline
- Septic
- Rebar Found
- Utility Pole
- Cistern
- Section Corner



9
 16



LOT 2
1780087.08 sqft
40.87 ACRES

SW1/4SE1/4 SEC. 9
1840776.28sqft
42.26 ACRES

DRAWN BY: GRH KH
 FILENAME: 2024126DWR_HOBBS_BLA_IMP
 DATE: 04/18/2024

Client: SHAWN AND VANDER PUTTEN
 185 CR 365A
 CANON CITY, CO 81212
 PATRICIA A. HOBBS
 303 CR 26
 CANON CITY, CO 81212

NOTICE
 According to Colorado law you must commence any legal action based on any defect in this survey within three years after you first discover such defect in no event may any the date of certification elapse hereon.
 Any person who knowingly removes, alters or defaces any Public Land Survey Monument or marker or Colorado State Statute 18-6506, or the Colorado Revised Statutes
LINEAL UNITS
 Linear units = U.S. Survey feet = 1.007 = 12 inches

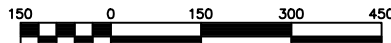
Crown Point Land Services
 719-275-5005 Office 391 Arrowhead Drive
 P.O. Box 749 Florissant, CO 80816
 Canon City, CO 81215-0749 crown.land@outlook.com

NOTES
 This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we relied upon Title Commitment No. XXXXXXXXXX prepared by XXXXXXXXXXXXXXXXXXXX, dated XXXXXX.

BASES OF BEARINGS:
 Bearings are based on G.P.S. observation on the XXX line of XXX as being X 00°00'00" X. The XXX corner being a XXX, the XXX corner being XXX.

PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT

OF THE SW 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
AND THE N 1/2 SE 1/4 SE 1/4 SECTION 9,
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6th P.M.,
FREMONT COUNTY, COLORADO



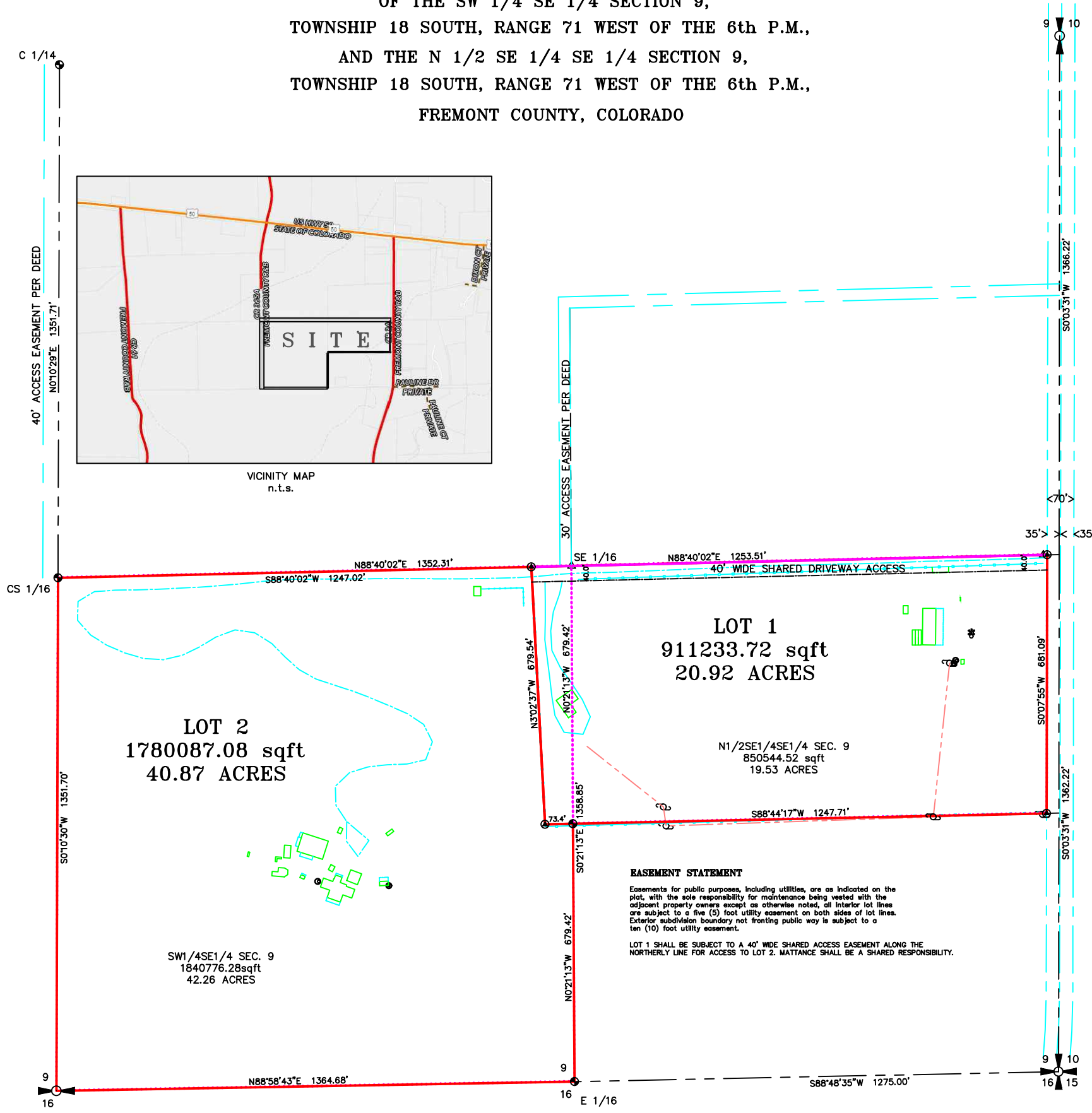
Scale 1" = 150'

Legend:

- Boundary Line
- Existing Driveway
- Existing Buildings
- Existing Fence line
- Boundary Line to be adjusted
- Powerline
- Septic
- Rebar Found
- Utility Pole
- Cistern
- Section Corner



VICINITY MAP
n.t.s.



KNOW ALL MEN BY THESE PRESENTS that

SHARI ANN VANDER PUTTEN (PARCEL A)
PATRICIA A HOBBS (PARCEL B)
are the owners of the following described land:

TO WIT

PARCEL A:
SW 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M. TOGETHER WITH AN EASEMENT, 40 FEET IN WIDTH, RUNNING ALONG THE EASTERLY BOUNDARY, NORTH AND SOUTH THROUGH THE NE 1/4 SW 1/4 OF SAID SECTION 9 FOR PURPOSES OF INGRESS AND EGRESS TOGETHER WITH A 30 FOOT EASEMENT OFF AND ALONG THE ENTIRE OWNED WEST BOUNDARY OF THE S1/2 SW 1/4 NE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST THAT PORTION LYING SOUTH OF US HIGHWAY 50 AND OFF AND ALONG THE ENTIRE WEST BOUNDARY OF THE NW 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST FOR THE PURPOSE OF UNRESTRICTED INGRESS, EGRESS, MAINTENANCE AND/OR UTILITIES BENEFITTING THE OWNERS OF SW 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST.6th P.M., COUNTY OF FREMONT, STATE OF COLORADO.
PARCEL B:
N 1/2 SE 1/4 SE 1/4 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M. WHICH LIES WEST OF THE COUNTY ROAD KNOWN AS THE ROYAL GORGE ROAD, COUNTY OF FREMONT, STATE OF COLORADO.

DEDICATION I/We

SHARI ANN VANDER PUTTEN (PARCEL A)
PATRICIA A HOBBS (PARCEL B)
being the owner(s) of the above described land being platted and/or subdivided in Fremont County, Colorado, under the name of
PUTTEN/ HOBBS BOUNDARY LINE ADJUSTMENT
have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of the land labeled as easements for the installation and maintenance of public utilities as show hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

IN WITNESS WHEREOF

SHARI ANN VANDER PUTTEN (PARCEL A)
has (or have) subscribed
names(s) this _____ day of _____, A.D. 20____
By _____
SHARI ANN VANDER PUTTEN (PARCEL A)

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 20____ by
SHARI ANN VANDER PUTTEN (PARCEL A)
My commission expires _____
My address is _____
Witness my hand and official seal. _____
Notary Public

IN WITNESS WHEREOF

PATRICIA A HOBBS (PARCEL B)
has (or have) subscribed
names(s) this _____ day of _____, A.D. 20____
By _____
PATRICIA A HOBBS (PARCEL B)

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 20____ by
PATRICIA A HOBBS (PARCEL B)
My commission expires _____
My address is _____
Witness my hand and official seal. _____
Notary Public

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, George R Hall, a licensed land surveyor in the State of Colorado do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief. I further certify that any portion(s) of this property which do lie within the designated flood hazard area as shown on the F.E.M.A F.I.R.M. maps are accurately shown hereon.

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

This is to certify that the plat is approved and accepted as per review by the Planning Director, dated this _____ day of _____, 20____

Chairman, Fremont County Board of Commissioners

COUNTY CLERK AND RECORDS STATEMENT

STATE OF COLORADO }
COUNTY OF FREMONT }
This plat was filed for record in the office the County Clerk and Recorder of Fremont County, at _____ M., on the _____ day of _____, 20____ A.D., under reception no. _____

Fremont County Clerk & Recorder

DRAWN BY: GRH KH
FILENAME: 2024126DWR_HOBBS_BLA
DATE: 04/18/2024

Client: SHARI ANN VANDER PUTTEN
188 OR 288A
CANYON CITY, CO 81212
PATRICIA A. HOBBS
203 OR 36
CANYON CITY, CO 81212

NOTICE
According to Colorado law you must commence any legal action based on any defect in this survey within three years after you first discover such defect. In no event may any action be commenced more than ten years from the date of certification shown hereon.
Any person who intentionally removes, alters or defaces any Public Land Survey Monument or section or corner of a survey in violation of the Colorado Revised Statutes
LINEAL UNITS
Linear units = U.S. Survey feet = 1.007 = 12 inches

Crown Point Land Services
719-275-5005 Office
P.O. Box 749
Canon City, CO 81215-0749
391 Arrowhead Drive
Florissant, CO 80816
crown.land@outlook.com

NOTES
This survey does not constitute a title search by Crown Point Land Services to determine ownership or easements of record. For all information regarding easements, right of way and title of record, we relied upon Title Commitment No. XXXXXXXXX prepared by XXXXXXXXX, dated XXXXXX.

BASIS OF BEARINGS:
Bearings are based on G.P.S. observation on the XXX line of XXX as being X 00°00'00" X. The XXX corner being a XXX, the XXX corner being XXX.

George R Hall, PLS # 38118 Date _____

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

TO: _____

FROM: _____
Name of Subject Property Owner / Applicant

DATE: _____

Reference: _____
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- **Minor Subdivision** -- **Preliminary Plan** -- **Vacation of a Public R-O-W**
 -- **Vacation of Interior Lot Line & Utility / Drainage Easement**
 -- **Lot Line Adjustment** -- **Boundary Line Adjustment**

The subject property, as referenced above is located at _____
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: _____

_____ Check here if legal description is attached as Exhibit B.

A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

-- This application will be heard by the Board on _____ at 3:00 PM.

-- This application will be an administrative review by the Department.

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at planning@fremontco.com 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** _____

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

TO: _____

FROM: _____
Name of Subject Property Owner / Applicant

DATE: _____

Reference: _____
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- **Minor Subdivision** -- **Preliminary Plan** -- **Vacation of a Public R-O-W**
 -- **Vacation of Interior Lot Line & Utility / Drainage Easement**
 -- **Lot Line Adjustment** -- **Boundary Line Adjustment**

The subject property, as referenced above is located at _____
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: _____

_____ Check here if legal description is attached as Exhibit B.

A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

-- This application will be heard by the Board on _____ at 3:00 PM.

-- This application will be an administrative review by the Department.

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at planning@fremontco.com 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** _____

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

TO: _____

FROM: _____
Name of Subject Property Owner / Applicant

DATE: _____

Reference: _____
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- **Minor Subdivision** -- **Preliminary Plan** -- **Vacation of a Public R-O-W**
 -- **Vacation of Interior Lot Line & Utility / Drainage Easement**
 -- **Lot Line Adjustment** -- **Boundary Line Adjustment**

The subject property, as referenced above is located at _____
General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: _____

_____ Check here if legal description is attached as Exhibit B.

A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

-- This application will be heard by the Board on _____ at 3:00 PM.

-- This application will be an administrative review by the Department.

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at planning@fremontco.com 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** _____

7020 3160 0000 0799 5977

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

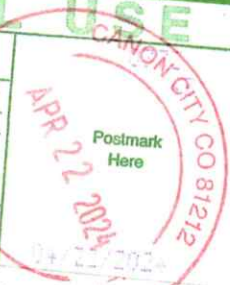
Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$10.60

Total Postage \$15.00



Sent To
Street and Ap.
City, State, Z

CenturyLink
141 E. Enterprise Dr.
Pueblo, CO 81007
2024-126

7020 3160 0000 0799 5984

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$10.60

Total Postage \$15.00



Sent To
Street and
City, State,

Black Hills Energy
3110 Utility Ln.
Cañon City, CO 81212
2024-126

7020 3160 0000 0799 5007

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$10.60

Total Postage \$15.00



Sent To
Street and Ap.
City, State, Z.

Atmos Energy Corporation
120 S. 6th St.
Cañon City, CO 81212
2024-126

Parcel Map Check Report

Client:

HOBBS/PUTTEN
303 CR3A AND 185 CR365A
CANON CITY, CO 81212

Date: 4/22/2024 8:45:35 AM

Prepared by:

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

Parcel Name: new – LOT 1

Segment# 1: Line

Course: S88° 44' 17"W Length: 1,247.71'

Segment# 2: Line

Course: S88° 44' 17"W Length: 73.40'

Segment# 3: Line

Course: N3° 02' 37"W Length: 679.54'

Segment# 4: Line

Course: N88° 40' 02"E Length: 105.29'

Segment# 5: Line

Course: N88° 40' 02"E Length: 1,253.51'

Segment# 6: Line

Course: S0° 07' 55"W Length: 681.09'

Perimeter: 4,040.53' Area: 911,233.72Sq.Ft.

Error Closure: 0.0071 Course: N67° 17' 19"W

Error North : 0.00273 East: -0.00653

Precision 1: 569,090.14

Parcel Name: new – LOT 2

Segment# 1: Line

Course: S0° 21' 13"E Length: 679.42'

Segment# 2: Line

Course: S88° 58' 43"W Length: 1,364.68'

Segment# 3: Line

Course: N0° 10' 30"E Length: 1,351.70'

Segment# 4: Line

Course: N88° 40' 02"E Length: 1,247.02'

Segment# 5: Line

Course: S3° 02' 37"E Length: 679.54'

Segment# 6: Line	
Course: N88° 44' 17"E	Length: 73.40'
Perimeter: 5,395.75'	Area: 1,780,087.08Sq.Ft.
Error Closure: 0.0042	Course: N87° 59' 03"E
Error North : 0.00015	East: 0.00423
Precision 1: 1,284,704.76	

Parcel Name: original – N1/2SE1/4SE1/4SEC9

Segment# 1: Line	
Course: N0° 21' 13"W	Length: 679.42'
Segment# 2: Line	
Course: N88° 40' 02"E	Length: 1,253.51'
Segment# 3: Line	
Course: S0° 07' 55"W	Length: 681.09'
Segment# 4: Line	
Course: S88° 44' 17"W	Length: 1,247.71'
Perimeter: 3,861.73'	Area: 850,544.52Sq.Ft.
Error Closure: 0.0045	Course: S24° 57' 48"E
Error North : -0.00411	East: 0.00191
Precision 1: 858,162.22	

Parcel Name: original – SW1/4SE1/4SEC9

Segment# 1: Line	
Course: S88° 58' 43"W	Length: 1,364.68'
Segment# 2: Line	
Course: N0° 10' 30"E	Length: 1,351.70'
Segment# 3: Line	
Course: N88° 40' 02"E	Length: 1,352.31'
Segment# 4: Line	
Course: S0° 21' 13"E	Length: 679.42'
Segment# 5: Line	
Course: S0° 21' 13"E	Length: 679.42'
Perimeter: 5,427.54'	Area: 1,840,776.28Sq.Ft.
Error Closure: 0.0082	Course: N31° 04' 52"W
Error North : 0.00699	East: -0.00422
Precision 1: 661,893.90	