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Dedicated to protecting and improving the health and environment of the people of Colorado

**Covenant Information:**

**Covenant Date** 7/29/2016

**Last Modified** 7/29/2016

**Self Reporting**

**Media of Concern:**

**Surface Water:**

**Ground Water:**

**Air:**

**Soil:**

**Other:**

**Institutional Control ID: HMC0V00124**

**Site Contact Information:**

**Owner Corp:** Custer County

**Contact Name:** Rusty Christensen

**Contact Address:** PO Box 1488

**Contact City:** Westcliffe

**Contact State:** CO

**Contact Zip:** 81252

**Contact Phone:** 719-783-2726

**Contaminants of Concern:**

Municipal Solid Waste

**Property Restrictions:**

- 1: No excavation.
- 2: No water or irrigation.
- 3: No trespass, maintain fencing, maintain no trespass signage.
- 4: Inspections required by county.
- 5: Cap maintenance and exposed waste removal required.

**Site Information:**

**ID:**

**Name:** Westcliffe Landfill 027

**Address:** 514 Custer CR 241

**City:** Westcliffe

**State:** CO

**Zip:** 81252

**Legal Description:**

See Institutional Control

# WESTCLIFFE 027



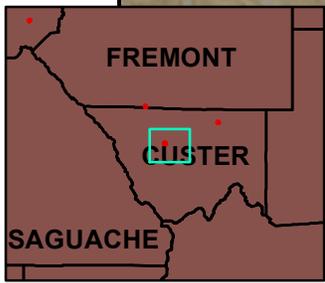
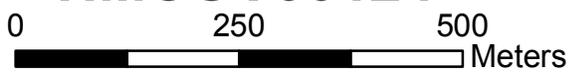
**HMCOV00124**

Westcliffe

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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

**HMCOV00124**



**This property is subject to a Notice of Environmental Use Restrictions imposed by the Colorado Department of Public Health and Environment pursuant to section 25-15-321.5, Colorado Revised Statutes**

**NOTICE OF ENVIRONMENTAL USE RESTRICTIONS**

WHEREAS, Custer County (“OWNER”) is the owner of certain property commonly referred to as the “the Old Custer County Landfill” or “Westcliffe Landfill,” located approximately one-half (1/2) mile north of Westcliffe, Colorado on the east side of County Road 241 (Lake Deweese Road), #515, parcel number 10229200, State of Colorado, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as “the Property”); and

WHEREAS, the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and Environment (“the Department”), which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Notices of Environmental Use Restrictions (a/k/a “Restrictive Notices”) pursuant to § 25-15-320(4)(a) of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*, C.R.S. (“CHWA”); and

WHEREAS, for purposes of indexing in the County Clerk and Recorder’s office Grantor-Grantee index only, Custer County shall be considered the **Grantor**, and the Colorado Department of Public Health and Environment shall be considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, pursuant to the Solid Waste Disposal Sites and Facilities Act, § 30-20-101, *et seq.*, C.R.S., the Property has been subject to post-closure requirements; and

WHEREAS, the purpose of this Restrictive Notice is to ensure protection of human health and the environment by maintaining the integrity of the landfill cover; and

WHEREAS, Custer County has requested that the Department approve this Restrictive Notice as provided in Article 15 of Title 25, Colorado Revised Statutes;

NOW, THEREFORE, the Department approves this Restrictive Notice pursuant to § 25-15-321.5, C.R.S. The Property described in Attachment A shall hereinafter be subject to the following requirements set forth in paragraphs 1 through 12 below, which shall be binding on Custer County and all persons now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Restrictive Notice, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise

legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

- 1) Use restrictions. The following uses are prohibited on the Property:
  - a) Activities that may damage the landfill cover are prohibited. Such activities include, but are not limited to, grazing, digging, tilling, grading, excavation, construction of any sort, use as an athletic field, use as a training site for firemen, placing of any objects or structures on the cover, and vehicular traffic. Nothing in the preceding sentence shall prohibit the use of vehicles needed to perform any authorized maintenance or repairs on the cover.
  - b) Access to the landfill cover is prohibited, except for authorized monitoring, maintenance or repair activities, or unless otherwise approved in writing by the Department.
  - c) Irrigation on the landfill cover is prohibited. This includes, but is not limited to, the placement of water on the landfill cover by any fire department during any training activity.
  - d) OWNER shall maintain the existing three-strand barbed wire fence surrounding the Property. Gates in the fence must be locked at all times except to allow authorized ingress or egress.
  - e) OWNER shall post signs that state "No Trespassing" at 500 foot intervals around the Property that are legible from at least 20 feet.
  - f) OWNER shall inspect the fence and signs semi-annually, and complete any necessary repairs within two weeks of the inspection.
  - g) OWNER shall report in writing to the Departments any evidence that the restrictions on access have been violated (e.g., fences or locks cut, signs of vandalism, etc.) within one week of discovery.
  - h) Inspection results and any necessary repairs must be documented in the annual Restrictive Notice Certification Forms.
  - i) OWNER shall maintain the landfill cover so as to minimize erosion, and shall promptly repair any erosion that does occur.
  
- 2) Modifications. This Restrictive Notice shall remain in full force and effect unless modified or terminated in accordance with this paragraph and pursuant to § 25-15-321.5, C.R.S. or any successor statute. OWNER may request that the Department approve a modification or termination of the Restrictive Notice. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The

Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Restrictive Notice will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Restrictive Notice shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

- a) a proposal to perform additional remedial work;
  - b) new information regarding the risks posed by the residual contamination;
  - c) information demonstrating that residual contamination has diminished;
  - d) information demonstrating that an engineered feature or structure is no longer necessary;
  - e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
  - f) other appropriate supporting information.
- 3) Conveyances. OWNER shall notify the Department at least fifteen (15) days prior to any conveyance of any interest in any or all of the Property. Within thirty (30) days after any such conveyance, OWNER shall provide the Department with the name, mailing address and telephone number of the new OWNER.
  - 4) Notice to lessees. OWNER agrees to incorporate either in full or by reference the restrictions of this Restrictive Notice in any leases, licenses, or other instruments granting a right to use the Property.
  - 5) Notification for proposed construction and land use. OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.
  - 6) Inspections. The Department, including its authorized employees, agents, representatives and independent contractors, shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Restrictive Notice.
  - 7) Third party beneficiary. The OWNER of the Property is a third party beneficiary with the right to enforce the provisions of this Restrictive Notice as provided in § 25-15-322, C.R.S.
  - 8) No liability. The Department does not acquire any liability under State law by virtue of approving this Restrictive Notice.
  - 9) Enforcement. The Department may enforce the terms of this Restrictive Notice pursuant to § 25-15-322, C.R.S. Custer County may file suit in district court to enjoin actual or threatened violations of this Restrictive Notice.

- 10) Owner's compliance certification. OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Restrictive Notice.
- 11) Severability. If any part of this Restrictive Notice shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 12) Notices. Any document or communication required under this Restrictive Notice shall be sent or directed to:

Eric Jacobs  
 Hazardous Materials and Waste Management Division  
 Colorado Department of Public Health and the Environment  
 4300 Cherry Creek Drive South  
 Denver, Colorado 80246-1530

This Notice of Environmental Use Restrictions is approved by the Colorado Department of Public Health and Environment

this 29<sup>th</sup> day of July, 2016

The Board of County Commissioners of Custer County has caused this instrument to be executed this 19<sup>th</sup> day of July, 2016.

Board of County Commissioners of Custer County

By: 

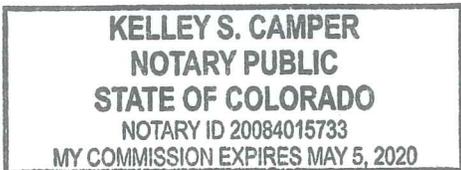
Title: CHAIRMAN B.O.C.C.

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228033 8/18/2016 10:43 AM NOT Kelley Camper  
5 of 27 R\$140 D\$0 N\$0 S\$1 M\$0 E\$0 Custer County Clerk

STATE OF Colorado )  
 ) ss:  
COUNTY OF Custer )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July,  
2016 by Lynn E. Attebery on behalf of Custer County.



Kelley S. Camper  
Notary Public

205 S 6<sup>th</sup> St, Westcliffe, CO  
Address

My commission expires: 05.05.2020

Accepted by the Colorado Department of Public Health and Environment this 29<sup>th</sup> day of  
July, 2016.

By: Gary W. Baughman  
Title: Director, AMWMD

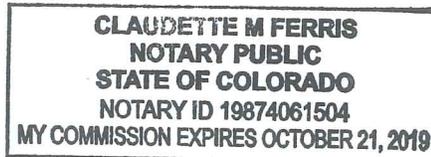
STATE OF COLORADO )  
 ) ss:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 29 day of July,  
2016 by GARY BAUGHMAN on behalf of the Colorado Department of Public Health and  
Environment.

Claudette M. Ferris  
Notary Public

4300 Cherry Creek Dr So  
Address

My commission expires: October 21, 2019 Denver, CO 80246



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ATTACHMENT "A"  
to the  
NOTICE OF ENVIRONMENTAL USE RESTRICTIONS



Fidelity National Title Insurance Company  
**COMMITMENT**  
SCHEDULE A

Commitment No: 530-F0536033-330-TOC

1. Effective Date: December 7, 2015 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured

Policy Amount

(a) None

\$0.00

FOR INFORMATION ONLY

\$

\$

3. The estate or interest in the land described or referred to in this Commitment is:

A Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

County of Custer

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

See Attached Legal Description

(for informational purposes only) vacant land, Westcliffe, CO 81252

PREMIUMS:

TBD Commitment: \$388.00



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228033 8/18/2016 10:43 AM NOT Kelley Camper  
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12/14/2015 10:16 AM Commitment No: 530-F0536033-330-TOC

### Attached Legal Description

All that portion of Lot 22 (SW1/4 SW1/4), Section 8, Township 22 South, Range 72 West, lying East of the East right of way line of Custer County Road 241

County of Custer  
State of Colorado

**\*228033\***

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12/14/2015 10:16 AM Commitment No: 530-F0536033-330-TOC

**SCHEDULE B – Section 1**

**Requirements**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- f. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF REQUIREMENTS



12/14/2015 10:16 AM Commitment No: 530-F0536033-330-TOC

**SCHEDULE B – Section 2**

**Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

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

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

8. Reserved from the lands a right of way for ditches or canals constructed by the authority of the United States as shown in United States Patent recorded September 23, 9174 in Book 170, Page 168.
9. Excepting and reserving to the United States all of the coal and other minerals in the lands as shown i United States Patent recorded September 23, 9174 in Book 170, Page 168.  
[1974]
10. Subject to Electric Line Right-Way Easement Custer County granted to Sangre De Cristo Electric Association, Inc. as described in document recorded December 10, 1984 in Book 194, Page 449-450.  
[1974]
11. Subject to Easement Custer County granted to Aquila, a Division of UtiliCorp United, Inc. as described in document recorded April 19, 2005, in Book 521, Page 104.
12. Terms and conditions of Lease between Custer County, Colorado and The Wet Mountain Fire Protection District for a terms of 30 years beginning September 6, 2000 as recorded September 21, 2000 in Book 384, Page 290.
13. Notification of Former Landfill Use by the Board of County Commissioners for Custer County, State of Colorado for all prospective purchasers recorded August 18, 2015, in Book 760, page 126.

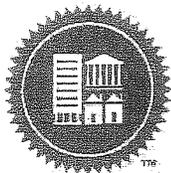
END OF EXCEPTIONS



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# Fidelity National Title<sup>®</sup> Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

The Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

*John E Wood*

Authorized Signature



By:

*Randy Gurk*

Randy Gurk, President

Attest:

*Michael Savella*

Michael Savella, Secretary



12/14/2015 10:16 AM Commitment No: 530-F0536033-330-TOC

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policies or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.



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



FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also No Representations or Warranties below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. 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 also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: MAY 1, 2015

\*228033\*

228033 8/18/2016 10:43 AM NOT Kelley Camper  
19 of 27 R\$140 D\$0 N\$0 S\$1 M\$0 E\$0 Custer County Clerk

00225840 Aug 18, 2015 03:11P B: 760 P: 126  
KELLEY CAMPER-Custer County Clerk Colorado

### NOTIFICATION OF FORMER LANDFILL USE

The Board of County Commissioners for Custer County, State of Colorado, hereby gives notice to any and all prospective purchasers that the following described property located and situate in Custer County, State of Colorado, to-wit:

#### SW4 SW4, Section 8, Township 22, Range 72 West

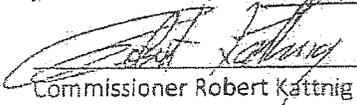
was formerly used as a landfill facility and that the use of said property is restricted under Section 3.6.1(7) of the Solid Waste Regulations adopted and promulgated by the Colorado Department of Public Health and Environment.

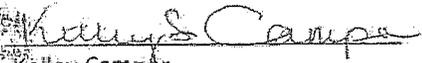
This Notification shall be recorded with the County Clerk and Recorder for Custer County, shall be duly noted on all maps of said property maintained by the County Assessor for Custer County, and shall serve as notice to any and all potential purchasers of said property and to any person, company, agency, corporation or other entity performing a title search with respect to said property.

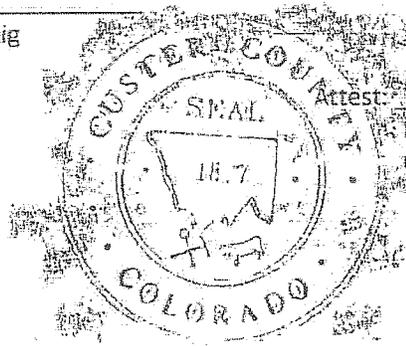
Approved for recording by a unanimous vote of the Board of County Commissioners at a public meeting held on the 12<sup>th</sup> day of August, 2015.

  
Commissioner Christopher L. (Kit) Shy

  
Commissioner Lynn Attebery

  
Commissioner Robert Kattnig

Attest:   
Kelley Camper  
Custer County Clerk and Recorder



\*228033\*

228033 8/18/2016 10:43 AM NOT Kelley Camper  
20 of 27 R\$140 D\$0 N\$0 S\$1 M\$0 E\$0 Custer County Clerk

201142

00201142 Apr 19:2005 09:48:00A B: 521 P: 104  
Dabbie Livensood-Custer County Clerk Colorado

Aquila

EASEMENT

Name of Line or Extension:	Shadow Ridge Subdivision	Custer County	Document No.
W.R. # 234872		Landowner	District WESTERN REGION
R.O.W. Agent: Aquila-		205 South 6th Street Westcliffe, Colorado, 81252	Town Westcliffe, Colorado
Warren Helfner		Address	

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 Custer State of Colorado, to wit:

An easement for the installation and maintenance of utilities, in Section 8, Township 23 South, Range 72 West of the 6<sup>th</sup> P.M., Custer County, Colorado; the perimeter of which is more particularly described as follows:

Commencing at the Southwest corner of said Section 8, described as being a U.S.B.L.M. brass capped monument; thence on an assumed bearing of S 89°20'38" E, on the South line of said Section 8, a distance of 578.84' to intersect the Southerly line of an existing utility easement described in Deed Book 194 page 798 and pages 449-450 in the records of the Clerk and Recorder of Custer County, Colorado also being the true Point of Beginning of the herela described easement perimeter. Thence on the following 4 courses;

- 1) S 89°20'35" E, continuing on said South line of Section 8, a distance of 725.86' more or less to intersect the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 8;
- 2) Northerly, on said East line, a distance of 20.00';
- 3) N 89°20'38" W, a distance of 522.95' more or less to intersect said Southerly line of existing utility easement described in said Book 194 pages 449-450 and 798.
- 4) S 85°01'11" W, on said Southerly line, a distance of 203.62' to the Point of Beginning.

Together with easements for anchoring structures on or near the above described centerline.

This information provided to Aquila Inc. by Shy Surveyors, PLS License No. 19883 at 590 Hermit Road, Westcliffe, Colorado, 81252. A registered surveyor in the State of 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 in 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 possessor 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 4<sup>th</sup> day of April, 2005.

WITNESSES:

*Warren Helfner* (SPAL)  
Bocce  
Landowner

\_\_\_\_\_  
Landowner (SEAL)

**\*228033\***

228033 8/18/2016 10:43 AM NOT Kelley Camper  
21 of 27 R\$140 D\$0 N\$0 S\$1 M\$0 E\$0 Custer County Clerk

REC-101

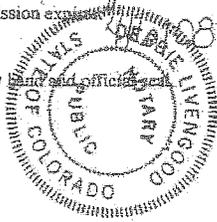
Doc# 00201142  
Bk: 521 Pg: 105

STATE OF COLORADO

COUNTY OF Custer

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2005.  
by Walter Hoag, Chairman of Board of County Commissioners  
My Commission expires 08/18/2011

Witness my hand and official seal



Patricia Livingston  
Notary Public

Document No. \_\_\_\_\_

**EASEMENT**

**Mail to:**

**AQUILA**  
**3110 Utility Drive**  
**Canon City, CO 81212**

\*228033\*

228033 8/18/2016 10:43 AM NOT Kelley Camper  
22 of 27 RS140 D\$0 N\$0 S\$1 M\$0 E\$0 Custer County Clerk

186447

186447 09/21/2000 11:32A B: 384 P:290\*  
Debbie Livengood-Custer County Clerk Colorado

LEASE

This lease is made this 6<sup>th</sup> day of September, 2000 between Custer County, Colorado as Landlord and The Wet Mountain Fire Protection District as Tenant.

In consideration of the mutual covenants of the parties, the Landlord does hereby lease to the Tenant the following described property situated in the County of Custer, State of Colorado: A portion of the Southwest quarter of the Southwest quarter, Section 8, Township 22 South, Range 72 West of the 6<sup>th</sup> Principal Meridian, more particularly described as follows: Beginning at the Northeast corner of said Southwest quarter of the Southwest quarter of said section 8; thence on the following 6 courses:

1. South 00 degrees, 07 minutes, 49 seconds East on the east line thereof 618.20 feet,
2. South 89 degrees, 52 minutes, 11 seconds West, 430.12 feet,
3. North 85 degrees, 00 minutes, 59 seconds East, 81.80 feet,
4. North 00 degrees, 33 minutes, 47 seconds West, 159.65 feet,
5. North 46 degrees, 31 minutes, 04 seconds West, 688.32 feet to intersect the North line of said Southwest quarter of the Southwest quarter of section 8,
6. South 89 degrees, 36 minutes, 09 seconds East, on said North line, 1011.23 feet to the point of beginning of the herein described parcel of land containing 10 acres more or less.

TO HAVE AND TO HOLD the same with all appurtenances unto the said Tenant for a period of 30 years from the execution of this agreement, then this lease will become renewable for an additional 30 years with agreement by both parties hereto.

The Tenant in consideration of the leasing of the premises agrees as follows:

1. To pay rent in the sum of \$1.00 for each 30 year period.
2. To create a ground survey and erect a fence within 3 months of the execution of this agreement around the interior boundary of said lease area, around the old dump site on the premises such that the seal on the old dump site will not be broken. Said fence will include a gate allowing vehicular ingress and egress to any test well sites if necessary.
3. To sublet no part of the premises, and not to assign this lease or any interest herein without the written consent of the Landlord, nor substitute any other tenant without the written consent of the Landlord.
4. To use the premises for the purposes of a training site for the volunteer firemen of the Wet Mountain Fire Protection, and to train other fire departments under the supervision of the Wet Mountain Fire Protection District.

\*228033\*

228033 8/18/2016 10:43 AM NOT Kelley Camper  
23 of 27 R\$140 D\$0 N\$0 S\$1 M\$0 E\$0 Custer County Clerk

186447 09/21/2000 11:32A B: 384 P: 291  
Debbie Livengood-Custer County Clerk Colorado

5. To comply with all applicable and valid laws, ordinances, and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the leased premises.

6. To allow the Landlord to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED UPON BY LANDLORD AND TENANT AS FOLLOWS:

7. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.
8. In the event of any dispute arising under the terms of this lease, and in the event the matter is turned over to an attorney, the prevailing party shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
9. Landlord hereby releases and discharges Tenant from all liability for property damage arising from, or caused by, any hazard covered by insurance on the leased property, regardless of the cause of the damage or the loss. This release shall be in effect only so long as the applicable insurance policies contain a clause that this release shall not effect the right of the insured to recover under such policies.
10. The Tenant hereby releases and discharges the Landlord from all liability for property damage to the property owned or leased by the Tenant or otherwise under the care, custody, or control of the Tenant on the leased premises, regardless of the cause of the damage or the loss. This release shall be in effect only so long as the applicable insurance policies contain a clause that this release shall not effect the right of the insured to recover under such policies.
11. The Landlord and Tenant mutually release each other from any claims which are related to the use or occupancy of the leased property for personal or bodily injury to the other or other's agents, employees or guests; to the extent that such release is not inconsistent with applicable insurance policies or statutes in effect at the time of the claim.
12. The subject property shall be kept neat and free of refuse. Any burned materials, buildings, trailers or burned or damaged vehicles used for training will be removed from the premises within a reasonable amount of time.
13. Landlord hereby agrees to allow Tenant ingress and egress across the unleased portion of their property to the leased portion of the property via an existing road which runs easterly from County Road 241, past existing helipad then easterly to leased property. Said use of road shall run in perpetuity with said lease.

\*228033\*

228033 8/18/2016 10:43 AM NOT Kelley Camper  
24 of 27 R\$140 D\$0 N\$0 S\$1 M\$0 E\$0 Custer County Clerk

186447 09/21/2000 11:32A B: 384 P: 292  
Debbie Livengood-Custer County Clerk Colorado

THIS LEASE shall be binding on the parties, their successors or assigns.

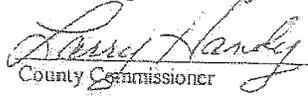
TENANT:

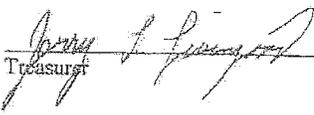
LANDLORD:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
County Commissioner

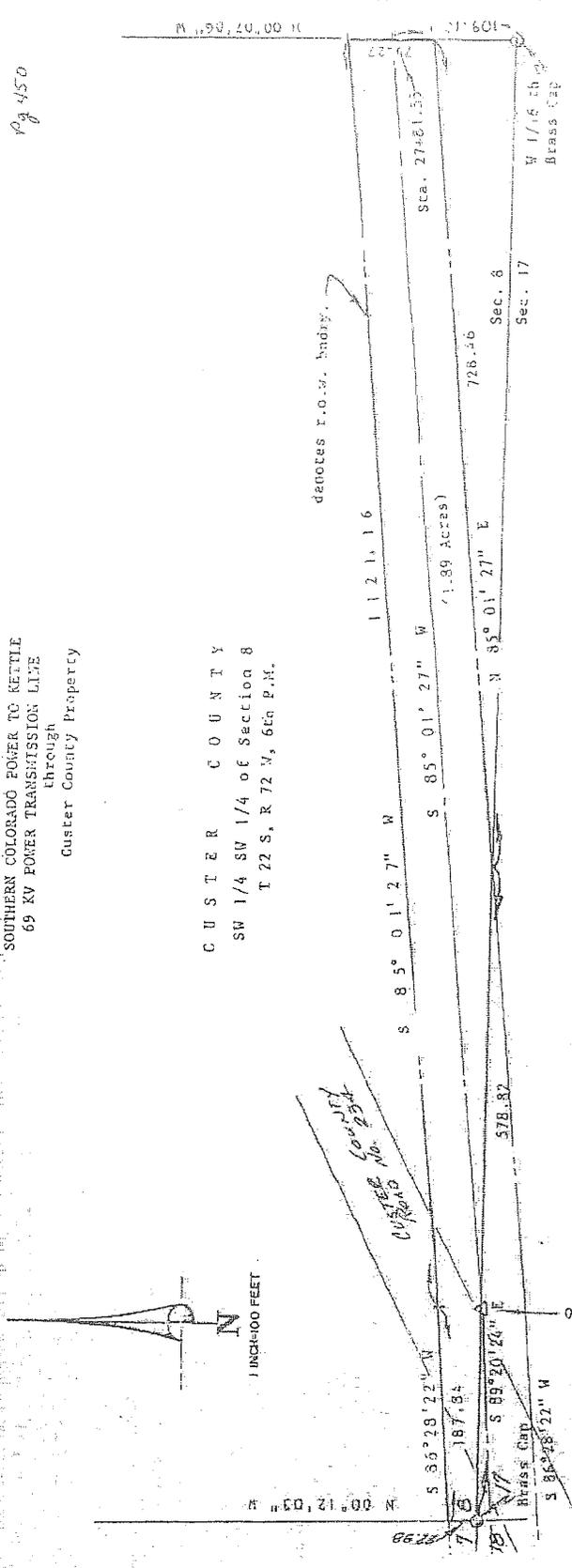


Pg 450

SOUTHERN COLORADO POWER TO RETIRED  
69 KV POWER TRANSMISSION LINE  
through  
Custer County Property

C U S T E R C O U N T Y  
SW 1/4 SW 1/4 of Section 8  
T 22 S, R 72 W, 6th P.M.

denotes r.o.w. boundary.



LEGAL DESCRIPTION:

A right-of-way easement for a power transmission line through the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 8, Township 22 South, Range 72 West of the 6th Principal Meridian, Custer County, Colorado, said easement being more particularly described as follows: Beginning at the Southwest corner (brass cap) of said Section 8; thence South 89°20'24" East along the south boundary of said section 578.82 feet; thence North 35°01'27" East 728.46 feet to the east boundary of the said Southwest Quarter of the Southwest Quarter; thence North 00°07'00" East along said east boundary 75.87 feet; thence South 35°01'27" East 1121.16 feet; thence South 35°28'22" West 187.84 feet to the West boundary of the said Southwest Quarter of the Southwest Quarter; thence South 00°12'03" East along said east boundary 22.98 feet to the point of beginning. Containing 1.89 Acres.

HENDERSON LAND SURVEYING CO.  
SALIDA, COLORADO  
Nov. 19, 1984

Sangre De Cristo Electric Assn. 69 KV Line near Westcliffe

82\*

