Project 1990: 05-001-07060 Property Research

This project involved research of legal and real estate documents for thirteen residences located near an abandoned oil and gas well, the Daniel Theodore 1, API 05-001-07060. Research is intended to trace ownership history, to determine lease information, and to determine if the existence of the well was disclosed on real estate documents. This well was abandoned by the COGCC under the Environmental Response Fund program prior to residential development in the area.

05-001-07060 NESE Sec. 24 T1S R68W

Summary

Main Index Includes:

Section A reflects the current owners ("Homeowners") of the parcels ("Properties") information that was taken from an aerial map supplied by Steven Lindblom. The parcels are from Lee S. Carlson and Clarke D. Carlson to Melody Homes, Inc. ("Melody Homes"). The Index entitled "***Index to Current Properties***" reflects Melody Homes' transfer to the current Homeowners and also reflects if any of the Homeowners sold their parcel to another party.

Section B reflects the chain of title previous to the Carlson's and Melody Homes and is reflected in the Index entitled "***Index to Real Estate Documents (Prior Ownership)***" Included in the aforementioned Index are "asterisks" after the description which reflect there is language in that particular document regarding Oil and Gas.

Section C "***Oil and Gas Leases***" are Leases between the Daniel's and Byron Oil Industries, Inc. in 1974. Also, included are Oil and Gas Leases that Byron Oil Industries used for other parties (not located in the area of concern).

Section D includes various maps included in the Index entitled "***Index to Maps***".

Section E is information on Melody Homes, Inc. provided by the Secretary of State.

Section F is information on Byron Oil Industries provided by the Secretary of State.

Section G is miscellaneous information regarding inspection of the Properties. Also in this Section is a copy of real estate information for a property that is presently for sale.

Section H states recommendations and/or suggestions on other information that could be informative to meet the objection of where to find the abandoned/orphaned wells.

Main Index

SECTION A

Index to Current Ownerships

All properties start with Lee S. Carlson and Clarke D. Carlson TO Melody Homes, Inc.

1. **Thomas J. Kennedy**
   13921 Jackson Street
   Thornton, Colorado 80602

2. **Mark A. Weseman and Min-Weseman, Byong Ju**
   13917 Jackson Street
   Thornton, Colorado 80602

3. **Dawn M. Dowling**
   13913 Jackson Street
   Thornton, Colorado 80602

4. **Tomasz Wisniowski and Anna Wisniowski**
   13909 Jackson Street
   Thornton, Colorado 80602

5. **Bradley R. Belina**
   13922 Jackson Street
   Thornton, Colorado 80602

6. **VCG Properties III LLC**
   13918 Jackson Street
   Thornton, Colorado 80602

7. **Michael D. Pytel**
   13914 Jackson Street
   Thornton, Colorado 80602

8. **Adrian Gram**
   13910 Jackson Street
   Thornton, Colorado 80602

9. **Mary I. Dekruif and Charles A. Lefever**
   13906 Jackson Street
   Thornton, Colorado 80602

10. **Julie A. Walker**
    13923 Harrison Drive
    Thornton, Colorado 80602

11. **Michael D. Lovin and Leanne M. Lovin**
13919 Harrison Drive
Thornton, Colorado 80602

12. **Randall L. Penn**
13915 Harrison Drive
Thornton, Colorado 80602

13. **Jeffrey A. Marck and Cassandra Marck**
13911 Harrison Drive
Thornton, Colorado 80602

1

Current Ownership:

Kennedy, Thomas J.

Property Address:

13921 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 8 LOT: 17

Parcel Number: 0157324409017
Account Number: R0126837

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
11/12/2001	BLK	C0888093			11/16/2001

Grantor(s) Melody Homes, Inc.					
Grantee(s) Kennedy, Thomas J.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
02/28/2002	WD	C0934186			03/04/2002

Map It!

Adams County Assessor
Parcel Map

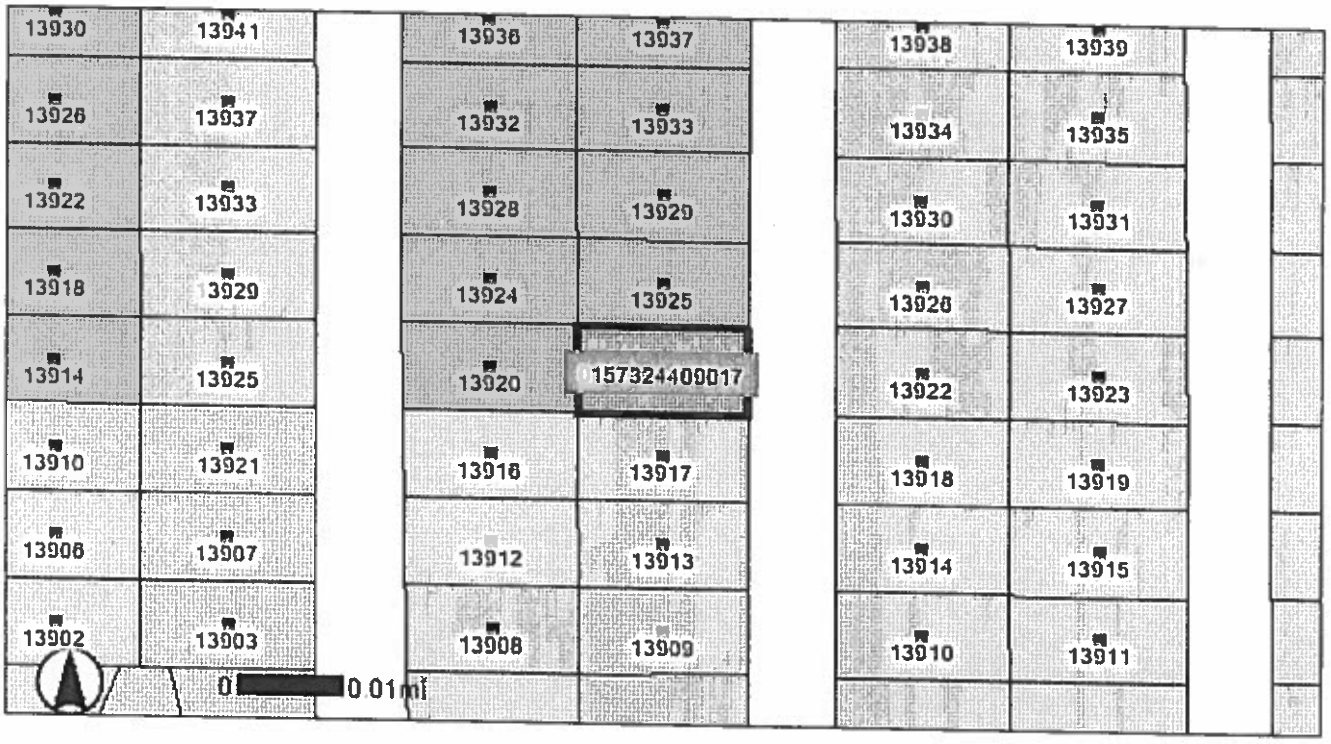
Parcel Number: 0157324409017

Owners Name and Address:
KENNEDY THOMAS J

13921 JACKSON STREET
THORNTON CO 80602

Property Address:

13921 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

C0888093
11/16/2001 17:58:47
PG: 0001-003
NO DOC FEE REQUIRED, FOR TITLE PURPOSES ONLY 15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

Filed for record the _____ day of _____, A.D. _____, at _____ o'clock ____ M. _____ RECORDER.
Reception No. _____ By _____ DEPUTY.

CORRECTIVE **SPECIAL WARRANTY DEED**

THIS DEED, Made on this day of November, 2001, between

Lee S. Carlson and Clarke D. Carlson

whose legal address is: P.O. Box 247, Eastlake, CO
Grantor(s),
and

MELODY HOMES, Inc., a Delaware corporation

whose legal address is: ~~11031 Sheridan Blvd., Westminster, CO 80020~~
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($10.00)
TEN DOLLARS and ---------- 00/100 DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of Adams and State of Colorado, described as follows:

This deed is executed and delivered by Grantor to Grantee in lieu of and in correction of that certain deed dated August 31, 2000 from Grantor to Grantee recorded in the real property records of Adams County, under Reception Number C0708839, for the purposes of correcting a scrivener's error in the legal description, conveyed on September 8, 2000 whereby lots 13 – 24 of Block 8 were inadvertently omitted.

The corrected legal description is attached hereto as Exhibit "A" and incorporated herein.

also known as street number Cherrywood Filing 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).

Except general taxes and assessments for the year 2000 and subsequent years. Exceptions as listed on Exhibit "B" attached and made a part hereof as if fully set forth herein.

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

Lee S. Carlson
LEE S. CARLSON

Clarke D. Carlson
CLARKE D. CARLSON

STATE OF Colorado)
County of Adams) ss.

The foregoing instrument was acknowledged before me on this day of 12 November 2001.
by Lee S. Carlson & Clarke D. Carlson

My commission expires 02/09/2004
Witness my hand and official seal.

Jenny R. Cook
Notary Public

JENNY L. COOK NOTARY PUBLIC STATE OF COLORADO

Escrow# AC
Title# 6234

When Recorded Return to:

MELODY HOMES
~~11031 Sheridan Blvd.~~
Westminster, CO 80020

Form No. CONN.SWD

EXHIBIT A

TRACTS A and B,
Lots 1 through 46, Inclusive, Block 1,
Lots 1 through 11, Inclusive, Block 2,
Lots 1 through 12, Inclusive, Block 3,
Lots 1 through 12, Inclusive, Block 4,
Lots 1 through 15, Inclusive, Block 5,
Lots 1 through 22, Inclusive, Block 6,
Lots 1 through 24, Inclusive, Block 7,
Lots 1 through 24, Inclusive, Block 8,
Lots 1 through 24, Inclusive, Block 9 and
Lots 1 through 22, Inclusive Block 10,

CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

(1)

WARRANTY DEED

C0934186
3/04/2002 11:36:38
PG: 0001-001
5.00 DOC FEE: 24.37
CAROL SNYDER
ADAMS COUNTY

THIS DEED, Made this 28 day of February ,20 02 ,
Between MELODY HOMES, INC.,
A DELAWARE CORPORATION
Of the Said *County of ADAMS and State of Colorado, grantor, and

THOMAS J. KENNEDY, as IN SEVERALTY

Whose legal address is
13921 JACKSON ST
THORNTON, CO 80602

Of the Said County of ADAMS and State of Colorado, grantee:

State Documentary Fee
Date
$ 24.38

WITNESSETH, That the grantor for and in consideration of the sum of $243,776.00
Two Hundred Forty-Three Thousand Seven Hundred Seventy-Six DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the Said County of ADAMS and State of Colorado described as follows:

LOT 17, BLOCK 8, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

as known by street and number as: 13921 JACKSON ST

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

BY: GARY K. DUKE
Assistant Secretary

MELODY HOMES, INC. A DELAWARE CORPORATION SEAL

DAVID L. OYLER
Division President

STATE OF COLORADO
) ss.
County of Jefferson

MELODY HOMES, INC.,
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 28 day of February ,20 02,
By GARY K. DUKE, as Assistant Secretary and David L. Oyler, as Division President of MELODY HOMES, INC., A DELAWARE CORPORATION.

My commission expires April 10, 2002

Witness my hand and official seal.

Debbie K. Barker
11031 Sheridan Boulevard
Westminster, Colorado 80020

Notary Public

*If in Denver, insert "City and". _____

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

ABR825992

WARRANTY DEED (For Photographic Record)
SINGDEED DOC – MHF_SDE.DBF

2

Current Ownership:

Weseman, Mark A. and Min-Weseman, Byong Ju 5817 Fox Ridge Court Broomfield, Colorado 80020

Property Address:

13917 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 8 LOT: 16

Parcel Number: 0157324409016
Account Number: R0126836

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
11/12/2001	BLK	C0888093			11/16/2001

Grantor(s) Melody Homes, Inc.					
Grantee(s) Malik, Michaun N.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
02/28/2002	WD	C0935119			03/05/2002

Grantor(s) Malik, Michaun N.					
Grantee(s) Weseman, Mark A and					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
04/30/2004	WD	000344250	2004	0511	05/11/2004

Map It!

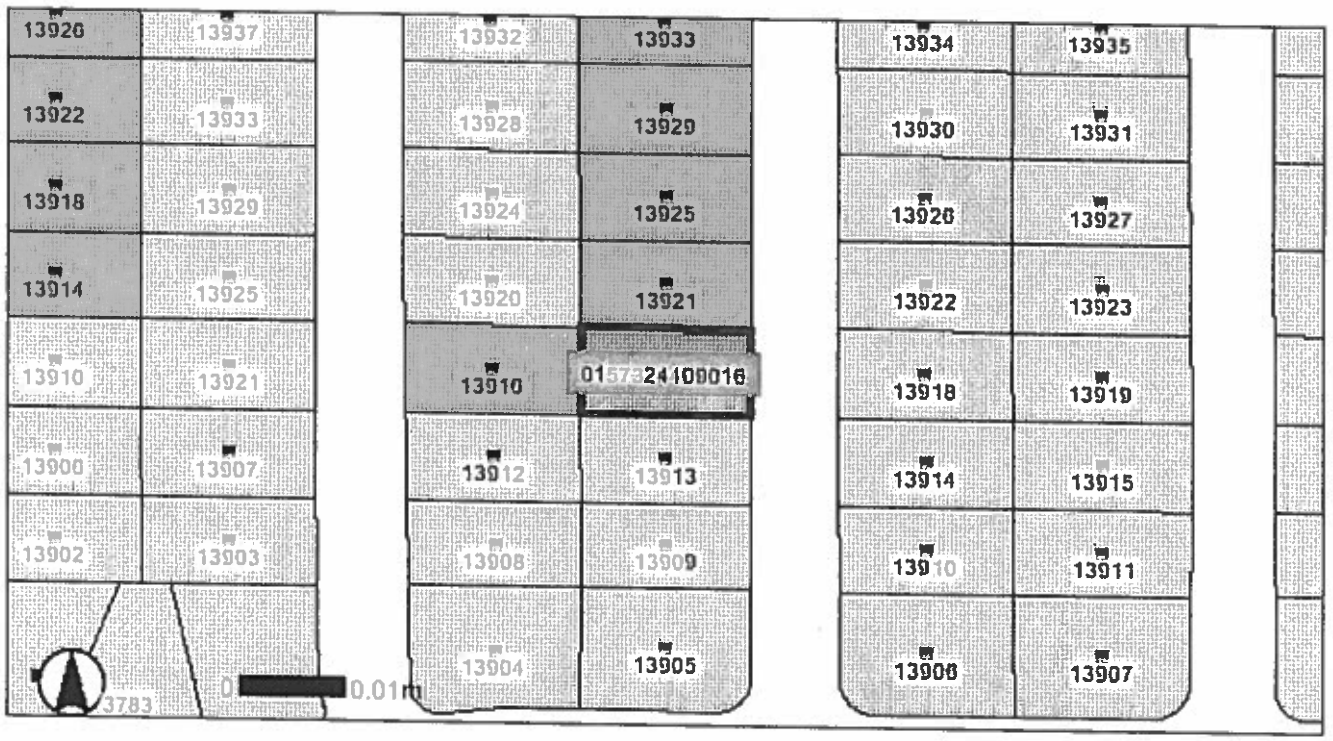
Adams County Assessor
Parcel Map

Parcel Number: 0157324409016

Owners Name and Address:
WESEMAN MARK A AND
MIN-WESEMAN BYONG JU
5817 FOX RIDGE COURT
BROOMFIELD CO 80020

Property Address:

13917 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

C0888093
11/16/2001 17:50:47
P01 0001-003
NO DOC FEE REQUIRED, FOR TITLE PURPOSES ONLY 15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

CORRECTIVE **SPECIAL WARRANTY DEED**

THIS DEED, Made on this day of November, 2001, between

Lee S. Carlson and Clarke D. Carlson

whose legal address is: P.O. Box 247, Eastlake, CO
Grantor(s),
and

MELODY HOMES, Inc., a Delaware corporation

whose legal address is: ~~11031 Sheridan Blvd., Westminster, CO 80020~~
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($10.00)
TEN DOLLARS and----------00/100 DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of Adams and State of Colorado, described as follows:

This deed is executed and delivered by Grantor to Grantee in lieu of and in correction of that certain deed dated August 31, 2000 from Grantor to Grantee recorded in the real property records of Adams County, under Reception Number C0708839, for the purposes of correcting a scrivener's error in the legal description, conveyed on September 8, 2000 whereby lots 13 – 24 of Block 8 were inadvertently omitted.

The corrected legal description is attached hereto as Exhibit "A" and incorporated herein.

also known as street number Cherrywood Filing 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).

Except general taxes and assessments for the year 2000 and subsequent years. Exceptions as listed on Exhibit "B" attached and made a part hereof as if fully set forth herein.

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

Lee S. Carlson
LEE S. CARLSON

Clarke D. Carlson
CLARKE D. CARLSON

STATE OF Colorado
County of Adams)ss.

The foregoing instrument was acknowledged before me on this day of 12 November 2001,
by Lee S. Carlson & Clarke D. Carlson

My commission expires 02/09/2004
Witness my hand and official seal.

Jenny L. Cook
Notary Public

JENNY L. COOK NOTARY PUBLIC STATE OF COLORADO

Escrow# AC
Title# 6234

When Recorded Return to:

Form No. CORR.SWD

MELODY HOMES
Westminster, CO 80020

EXHIBIT A

TRACTS A and B,
Lots 1 through 46, Inclusive, Block 1,
Lots 1 through 11, Inclusive, Block 2,
Lots 1 through 12, Inclusive, Block 3,
Lots 1 through 12, Inclusive, Block 4,
Lots 1 through 15, Inclusive, Block 5,
Lots 1 through 22, Inclusive, Block 6,
Lots 1 through 24, Inclusive, Block 7,
Lots 1 through 24, Inclusive, Block 8,
Lots 1 through 24, Inclusive, Block 9 and
Lots 1 through 22, Inclusive Block 10,

CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0935119
3/05/2002 10:11:03
PG: 0001-001
5.00 DOC FEE: 22.66
CAROL SNYDER
ADAMS COUNTY

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

WARRANTY DEED

THIS DEED, Made this 28 day of February ,20 02 ,
Between MELODY HOMES, INC.,
A DELAWARE CORPORATION
Of the Said *County of ADAMS and State of Colorado, grantor, and

MICHAUN N. MALIK, as IN SEVERALTY

State Documentary Fee
Date
$ 22.67

Whose legal address is
13917 JACKSON ST
THORNTON, CO 80602

Of the Said County of ADAMS and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of $226,682.00
Two Hundred Twenty-Six Thousand Six Hundred Eighty-Two DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the Said County of ADAMS and State of Colorado described as follows:

LOT 16, BLOCK 8, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

as known by street and number as: 13917 JACKSON ST

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, is heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY.

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

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

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

BY: GARY K. DUKE, Assistant Secretary

MELODY HOMES, INC. CORPORATE SEAL A DELAWARE CORPORATION

DAVID L. OYLER, Division President

STATE OF COLORADO)
) ss.
County of Jefferson)

MELODY HOMES, INC.,
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 28 day of February ,20 02,

By GARY K. DUKE, as Assistant Secretary and David L. Oyler, as Division President of MELODY HOMES, INC., A DELAWARE CORPORATION.

My commission expires April 10, 2002

Witness my hand and official seal.

Debbie K. Barker
11031 Sheridan Boulevard
Westminster, Colorado 80020

Notary Public

*If in Denver, insert "City and". _____

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

ABR832159

LAND TITLE

WARRANTY DEED (For Photographic Record)
SINGDEED.DOC – MHF_SDE.DBF

20040511000344250 Adams Co 1/1
05/11/2004 03:55:28PM $21.99
Carol Snyder,Clerk $6.00

WARRANTY DEED

THIS DEED, Made this 30th day of April, 2004, between

MICHAUN N. MALIK

of County of ADAMS, State of COLORADO, grantor, and

MARK A. WESEMAN and BYONG JU MIN-WESEMAN, as joint tenants with rights of survivorship,
whose legal address is 5817 FOX RIDGE COURT, BROOMFIELD, CO 80020, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of ($219,900.00) Two Hundred Nineteen Thousand Nine Hundred and 00/100, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, as joint tenants with rights of survivorship, his or her heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of ADAMS and State of COLORADO described as follows:

LOT 16, BLOCK 8, CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

Date
$ 21.99
State Doc. Fee

As known by street and number as: 13917 JACKSON STREET, THORNTON, CO 80602

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, its heirs, and personal representatives, does covenants, grant, bargain, and agree to and with the grantee, his or her heirs, and assigns, that at the time of the ensealing and delivery of these presents, the grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and forms as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

General taxes for the year 2004 and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

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

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

Tammy Payne

Michaun N. Malik
MICHAUN N. MALIK

Nate Balotte

STATE OF Colorado
COUNTY OF Boulder

The foregoing instrument was acknowledged before me this 30th day of April, 2004. By MICHAUN N. MALIK.

Witness my hand and official seal.

My Commission Expires
9/5/05

D. MARK PAYNE NOTARY PUBLIC STATE OF COLORADO My Commission Expires 9/5/05

D. Mark Payne
Notary Public

ATGF - 01494-04

3

Current Ownership:

Dowling, Dawn M.

Property Address:

13913 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 8 LOT: 15

Parcel Number: 0157324409015
Account Number: R0126835

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
11/12/2001	BLK	C0888093			11/16/2001

Grantor(s) Melody Homes, Inc.					
Grantee(s) Dowling, Dawn M.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
02/28/2002	WD	C0935884			03/06/2002

Map It!

Adams County Assessor
Parcel Map

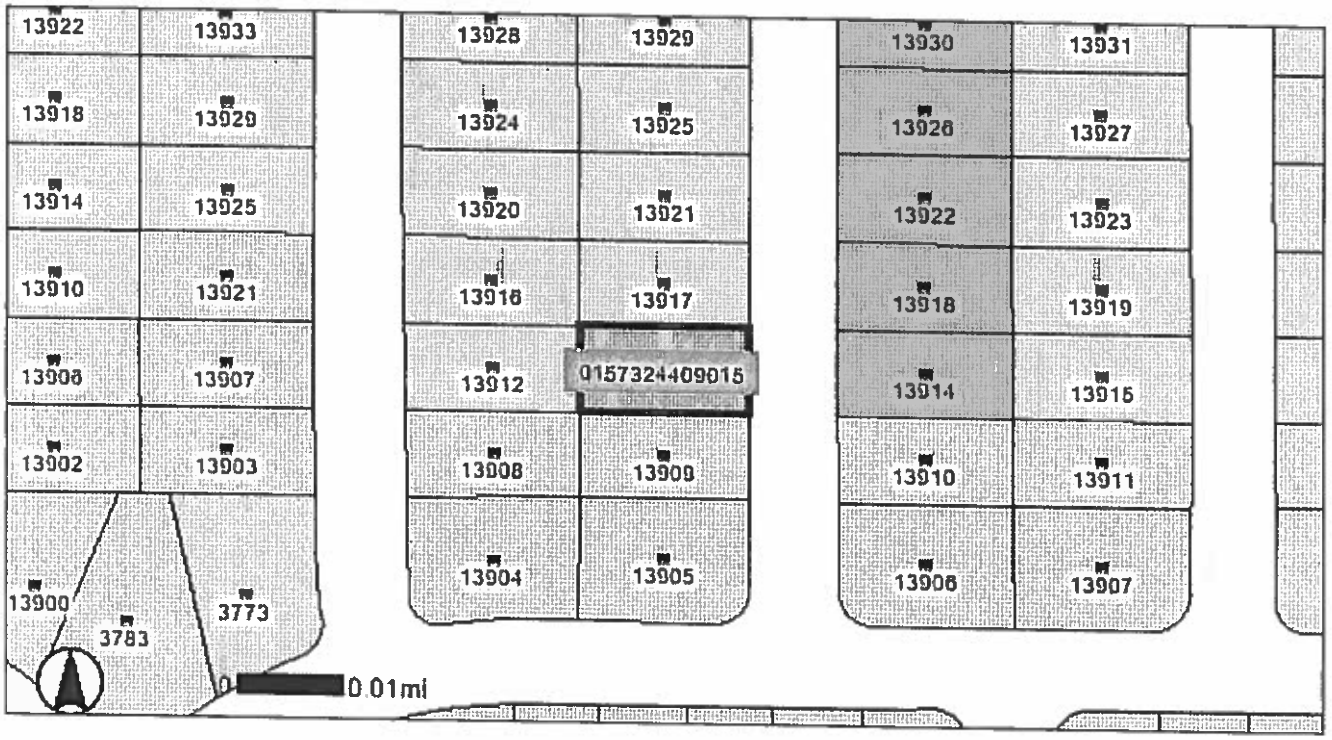
Parcel Number: 0157324409015

Owners Name and Address:
DOWLING DAWN M

13913 JACKSON STREET
THORNTON CO 80602

Property Address:

13913 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

C0888093
11/16/2001 17:50:47
PG: 0001-003
NO DOC FEE REQUIRED, FOR TITLE PURPOSES ONLY 15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER
Reception No._____ By_____DEPUTY.

CORRECTIVE **SPECIAL WARRANTY DEED**

THIS DEED, Made on this day of November, 2001, between

Lee S. Carlson and Clarke D. Carlson

whose legal address is: P.O. Box 247, Eastlake, CO
Grantor(s),
and

MELODY HOMES, Inc., a Delaware corporation

whose legal address is: ~~11031 Sheridan Blvd., Westminster, CO 80020~~
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($10.00)
TEN DOLLARS and----------00/100 DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the Adams County of and State of Colorado, described as follows:

This deed is executed and delivered by Grantor to Grantee in lieu of and in correction of that certain deed dated August 31, 2000 from Grantor to Grantee recorded in the real property records of Adams County, under Reception Number C0708839, for the purposes of correcting a scrivener's error in the legal description, conveyed on September 8, 2000 whereby lots 13 – 24 of Block 8 were inadvertently omitted.

The corrected legal description is attached hereto as Exhibit "A" and incorporated herein.

also known as street number Cherrywood Filing 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).

Except general taxes and assessments for the year 2000 and subsequent years. Exceptions as listed on Exhibit "B" attached and made a part hereof as if fully set forth herein.

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

Lee S. Carlson
LEE S. CARLSON

Clarke D. Carlson
CLARKE D. CARLSON

STATE OF Colorado)
County of Adams) ss.

The foregoing instrument was acknowledged before me on this day of 12 November 2001.
by Lee S. Carlson & Clarke D. Carlson

My commission expires 02/09/2004
Witness my hand and official seal.

Jenny L. Cook
Notary Public

JENNY L. COOK NOTARY PUBLIC STATE OF COLORADO

Escrow# AC
Title# 6234

When Recorded Return to:

MELODY HOMES
~~11031 Sheridan Blvd.~~
Westminster, CO 80020

Form No. CONL.SWD

EXHIBIT A

TRACTS A and B,
Lots 1 through 46, Inclusive, Block 1,
Lots 1 through 11, Inclusive, Block 2,
Lots 1 through 12, Inclusive, Block 3,
Lots 1 through 12, Inclusive, Block 4,
Lots 1 through 15, Inclusive, Block 5,
Lots 1 through 22, Inclusive, Block 6,
Lots 1 through 24, Inclusive, Block 7,
Lots 1 through 24, Inclusive, Block 8,
Lots 1 through 24, Inclusive, Block 9 and
Lots 1 through 22, Inclusive Block 10,

CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0935884
3/06/2002 10:35:45
PG: 0001-001
5.00 DOC FEE: 23.73
CAROL SNYDER
ADAMS COUNTY

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

1

WARRANTY DEED

THIS DEED, Made this 28 day of February ,20 02 ,
Between MELODY HOMES, INC.,
A DELAWARE CORPORATION
Of the Said *County of ADAMS and State of Colorado, grantor, and

DAWN M. DOWLING, as IN SEVERALTY

Whose legal address is
13913 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$ 23.73

Of the Said County of ADAMS and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of $237,309.00
Two Hundred Thirty-Seven Thousand Three Hundred Nine DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the Said County of ADAMS and State of Colorado described as follows:

LOT 15, BLOCK 8, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

as known by street and number as: 13913 JACKSON ST

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, is heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

BY: GARY K. DUKE, Assistant Secretary

MELODY HOMES, INC. CORPORATE SEAL A DELAWARE CORPORATION

DAVID L. OYLER, Division President

STATE OF COLORADO
) ss.
County of Jefferson

MELODY HOMES, INC.,
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 28 day of February ,20 02,
By GARY K. DUKE, as Assistant Secretary and David L. Oyler, as Division President of MELODY HOMES, INC. A DELAWARE CORPORATION.

My commission expires April 10, 2002

Witness my hand and official seal.

Debbie K. Barker
11031 Sheridan Boulevard
Westminster, Colorado 80020

Notary Public

*If in Denver, insert "City and". _____

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

ABR827674

LAND TITLE

WARRANTY DEED (For Photographic Record)
SINGDEED.DOC – MHF_SDE.DBF

4

Current Ownership:

Wisniowski, Tomasz and Wisniowski, Anna

Property Address:

13909 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 8 LOT: 14

Parcel Number: 0157324409014
Account Number: R0126834

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
11/12/2001	BLK	C0888093			11/16/2001

Grantor(s) Melody Homes, Inc.					
Grantee(s) Wisniowski, Tomasz and Wisniowski, Anna					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
02/25/2002	WD	C0932317			02/27/2002

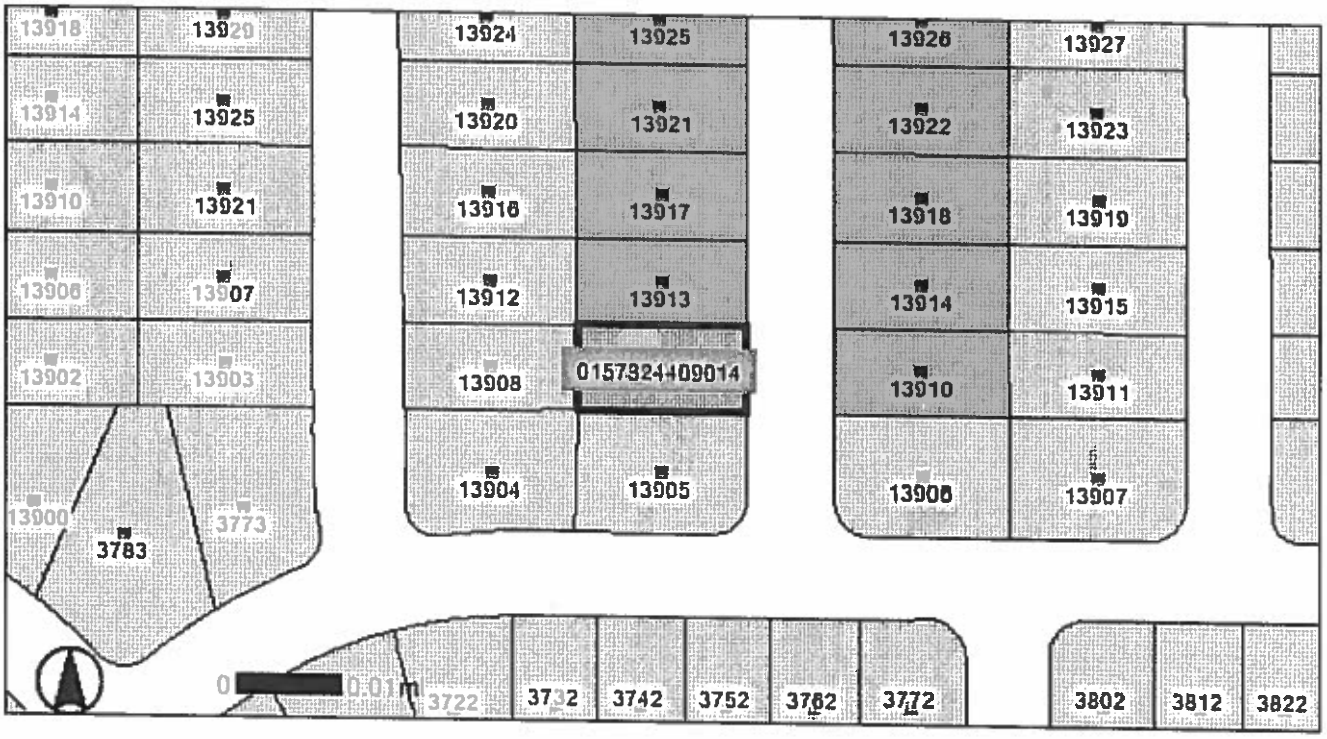
Adams County Assessor
Parcel Map

Parcel Number: 0157324409014

Owners Name and Address:
WISNIOWSKI TOMASZ AND
WISNIOWSKA ANNA
13909 JACKSON STREET
THORNTON CO 80602

Property Address:

13909 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

C0888093
11/16/2001 17:50:47
PG: 0001-003
NO DOC FEE REQUIRED, FOR TITLE PURPOSES ONLY 15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

Filed for record the _____ day of _____, A.D. _____, at _____ o'clock ____ M. _____ RECORDER.
Reception No. _____ By _____ DEPUTY.

CORRECTIVE SPECIAL WARRANTY DEED

THIS DEED, Made on this day of November, 2001, between

Lee S. Carlson and Clarke D. Carlson

whose legal address is: P.O. Box 247, Eastlake, CO
Grantor(s),
and

MELODY HOMES, Inc., a Delaware corporation

whose legal address is: ~~11031 Sheridan Blvd., Westminster, CO 80020~~
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($10.00)
TEN DOLLARS and ---------- 00/100 DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the Adams County of and State of Colorado, described as follows:

This deed is executed and delivered by Grantor to Grantee in lieu of and in correction of that certain deed dated August 31, 2000 from Grantor to Grantee recorded in the real property records of Adams County, under Reception Number C0708839, for the purposes of correcting a scrivener's error in the legal description, conveyed on September 8, 2000 whereby lots 13 – 24 of Block 8 were inadvertently omitted.

The corrected legal description is attached hereto as Exhibit "A" and incorporated herein.

also known as street number Cherrywood Filing 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).

Except general taxes and assessments for the year 2000 and subsequent years. Exceptions as listed on Exhibit "B" attached and made a part hereof as if fully set forth herein.

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

Lee S. Carlson
LEE S. CARLSON
Clarke D. Carlson
CLARKE D. CARLSON

STATE OF Colorado)
) ss.
County of Adams)

The foregoing instrument was acknowledged before me on this day of 12 November 2001,
by Lee S. Carlson & Clarke D. Carlson

My commission expires 02/09/2004
Witness my hand and official seal.

Jenny L. Cook
Notary Public

JENNY L. COOK NOTARY PUBLIC STATE OF COLORADO

Escrow# AC
Title# 6234

When Recorded Return to:

MELODY HOMES
~~11031 Sheridan Blvd.~~
Westminster, CO 80020

Form No. CORR.SWD

EXHIBIT A

TRACTS A and B,
Lots 1 through 46, Inclusive, Block 1,
Lots 1 through 11, Inclusive, Block 2,
Lots 1 through 12, Inclusive, Block 3,
Lots 1 through 12, Inclusive, Block 4,
Lots 1 through 15, Inclusive, Block 5,
Lots 1 through 22, Inclusive, Block 6,
Lots 1 through 24, Inclusive, Block 7,
Lots 1 through 24, Inclusive, Block 8,
Lots 1 through 24, Inclusive, Block 9 and
Lots 1 through 22, Inclusive Block 10,

CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

Recorded at _____ o'clock _____ M, _____

Reception No. _____ Recorder

C0932317
2/27/2002 12:22:18
PG: 0001-001
5.00 DOC FEE: 23.11
CAROL SNYDER
ADAMS COUNTY

(1)

WARRANTY DEED

THIS DEED, made this 25 day of February ,20 02 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

TOMASZ WISNIOWSKI AND ANNA WISNIOWSKA, as JOINT TENANTS

whose legal address is
13909 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$ 23.11

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $231,110.00
Two Hundred Thirty-One Thousand One Hundred Ten DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 14, BLOCK 8, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 13909 JACKSON ST
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE Assistant Secretary

DAVID L. OYLER Division President

MELODY HOMES, INC. CORPORATE SEAL A DELAWARE CORPORATION

STATE OF COLORADO
} ss.
City and County of Denver

MELODY HOMES, INC.,
A DELAWARE CORPORATION

The foregoing instrument was acknowledged before me this 25 day of February ,20 02 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION.

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.
My commission expires: April 10, 2002

*If in Denver, insert "City and".

Debbie K. Barker Notary Public
11031 Sheridan Boulevard
Westminster, Colorado 80020

ABR820323

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

WARRANTY DEED (Corporation to Joint Tenants)
JTDEED.DOC – MHF-JDE.DBF

5

Current Ownership:

Belina, Bradley R.

Property Address:

13922 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 8

Parcel Number: 0157324410008
Account Number: R0126789

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Minic, Ryan Z. and Minic, Angela					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
03/29/2002	WD	C0950212			04/03/2002

Grantor(s) Minic, Ryan Z. and Minic, Angela D.					
Grantee(s) Belina, Bradley R.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
9/02/2005	WD	000983750	2005	0909	09/09/2005

Adams County Assessor
Parcel Map

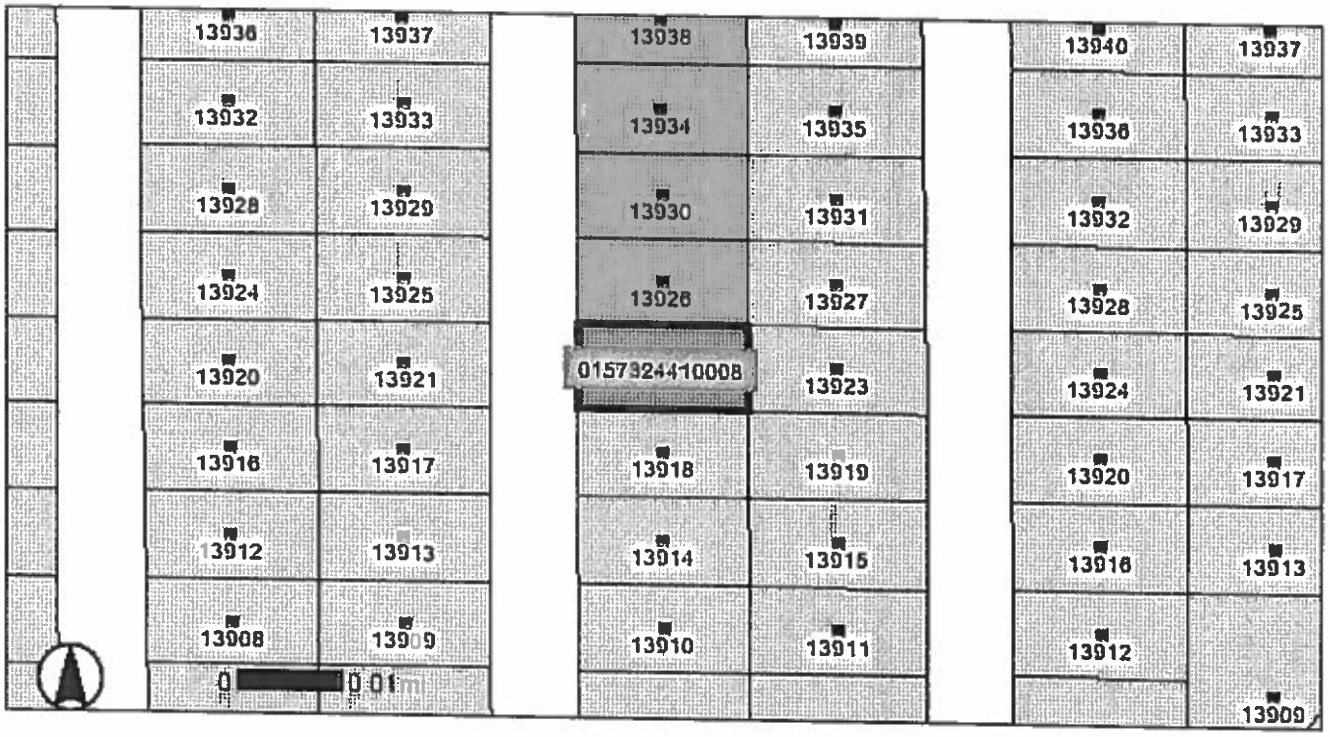
Parcel Number: 0157324410008

Owners Name and Address:
BELINA BRADLEY R

13922 JACKSON STREET
THORNTON CO 80602

Property Address:

13922 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CAROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** **DOLLARS**
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D. CARLSON

STATE OF Colorado)
City & County of Denver) ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816

Form No. COMM.SUD

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

1

WARRANTY DEED

C0950212
4/03/2002 10:16:47
PG: 0001-001
5.00 DOC FEE: 22.67
CAROL SNYDER
ADAMS COUNTY

THIS DEED, made this 29 day of March ,20 02 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

RYAN Z. MINIC AND ANGELA D. MINIC, as JOINT TENANTS

whose legal address is
13922 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$ 22.67

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $226,709.00
Two Hundred Twenty-Six Thousand Seven Hundred Nine DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 8, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 13922 JACKSON ST
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE Assistant Secretary

MELODY HOMES, INC. A DELAWARE CORPORATION SEAL

DAVID L. OYLER Division President

STATE OF COLORADO

County of Jefferson

MELODY HOMES, INC.,
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 29 day of March ,20 02 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION.

Witness my hand and official seal.
My commission expires: April 10, 2002

*If in Denver, insert "City and".

Debbie K. Barker Notary Public
11031 Sheridan Boulevard
Westminster, Colorado 80020

ABR830409

LAND TITLE

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

WARRANTY DEED (Corporation to Joint Tenants)
JTDEED.DOC – MHF-JDE.DBF

WHEN RECORDED RETURN TO:
Bradley R. Belina
13922 Jackson Street
Thornton, CO 80602

SDF $25.00

WARRANTY DEED

THIS DEED, dated September 2, 2005, between

Ryan Z. Minic and Angela D. Minic
of the County of Adams and State of Colorado , grantor(s), and

Bradley R. Belina,
whose legal address is 13922 Jackson Street, of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00),** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

Lot 8, Block 7, Cherrywood Park Subdivision Filing No. 1, County of Adams, State of Colorado.

also known by street and number as: **13922 Jackson Street, Thornton, CO 80602**

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

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

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

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

Ryan Z. Minic

Angela D. Minic

STATE OF COLORADO)
)SS
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me on September 02, 2005, by Ryan Z. Minic and Angela D. Minic.

Witness my hand and official seal.

My Commission Expires: 10/24/07

Joanne Stevens, Notary Public

LTD

9

File No. LTNG0000647
DOC-WD Indv to Indv

Recorded at _____ o'clock _____ M. _____

Reception No. _____ Recorder

1

C0950212
4/03/2002 10:16:47
PG: 0001-001
5.00 DOC FEE: 22.67
CAROL SNYDER
ADAMS COUNTY

WARRANTY DEED

THIS DEED, made this 29 day of March ,20 02 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

RYAN Z. MINIC AND ANGELA D. MINIC, as JOINT TENANTS

whose legal address is
13922 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$22.67

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $226,709.00
Two Hundred Twenty-Six Thousand Seven Hundred Nine DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 8, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 13922 JACKSON ST
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE Assistant Secretary

MELODY HOMES, INC. A DELAWARE CORPORATION SEAL

DAVID L. OYLER Division President

STATE OF COLORADO

County of Jefferson

MELODY HOMES, INC.,
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 29 day of March ,20 02 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION.

Witness my hand and official seal.
My commission expires: April 10, 2002

*If in Denver, insert "City and".

Debbie K. Barker
11031 Sheridan Boulevard
Westminster, Colorado 80020
Notary Public

ABR830409

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

WARRANTY DEED (Corporation to Joint Tenants)
JTDEED.DOC – MHF-JDE.DBF

6

Current Ownership:

VCG Propeties III LLC 1725 University Drive Suite 450 Coral Sp[rings, Florida 33071

Property Address:

13918 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 9

Parcel Number: 0157324410009
Account Number: R0126791

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Jenkins, Don J. Jr. and Jenkins, Dennise E.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
03/29/2002	WD	C0949129			04/01/2002

Grantor(s) Jenkins, Don J. Jr. and Jenkins, Dennise E.					
Grantee(s) VCG Properties III LLC					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/30/2005	WD	000978970	2005	0908	09/08/2005

Adams County Assessor
Parcel Map

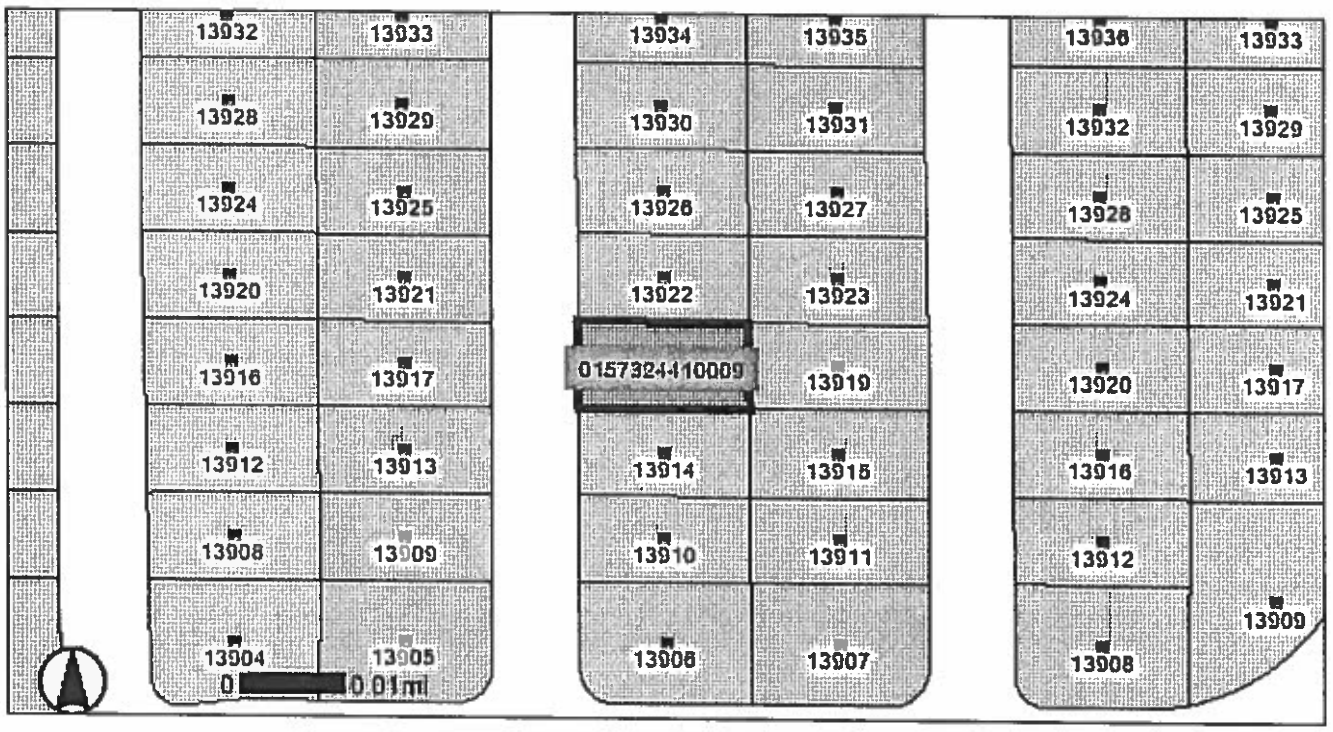
Parcel Number: 0157324410009

Owners Name and Address:
VCG PROPERTIES III LLC

1725 UNIVERSITY DRIVE SUITE 450
CORAL SPRINGS FL 33071

Property Address:

13918 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CAROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** **DOLLARS**
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D.CARLSON

STATE OF Colorado)
City & County of Denver)ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816
Form No. COMM.SWD

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

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EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0949129
4/01/2002 13:34:27
PG: 0001-001
5.00 DOC FEE: 23.00
CAROL SNYDER
ADAMS COUNTY

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

(1)

WARRANTY DEED

THIS DEED, made this 29 day of March ,20 02 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

DON J. JENKINS, JR. AND DENNISE E. JENKINS, as JOINT TENANTS

whose legal address is
13918 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$ 23.09

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $230,888.00
Two Hundred Thirty Thousand Eight Hundred Eighty-Eight DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 9, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 13918 JACKSON ST
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE Assistant Secretary

MELODY HOMES, INC. A DELAWARE CORPORATION SEAL

DAVID L. OYLER Division President

STATE OF COLORADO

County of Jefferson

MELODY HOMES, INC.
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 29 day of March ,20 02 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION.

Witness my hand and official seal.
My commission expires: April 10, 2002

*If in Denver, insert "City and".

Debbie K. Barker Notary Public
11031 Sheridan Boulevard
Westminster, Colorado 80020

ABR829026

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

#6
$24.50 Doc

RECORDED AS RECEIVED

After Recording Return to:
=Addressee=

2005090000078970 Adams Co 1/1
09/08/2005 04:21:38PM $24.50
Carol Snyder Clerk $6.00

WARRANTY DEED

This Deed, made August 30, 2005
Between **Don J. Jenkins, Jr. and Dennise E. Jenkins** of the County Adams, State of COLORADO, grantor(s) and **VCG Properties, III, LLC, a Florida limited liability company** whose legal address is1725 University Drive, Suite 450, Coral Springs, FL 33071 grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **TWO HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS ($245,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, State of COLORADO described as follows:

Lot 9, Block 7,
Cherrywood Park Subdivision Filing No. 1,
County of Adams, State of Colorado.

Date
$ 24.50
State Doc. Fee

also known by street and number as **13918 Jackson Street, Thornton, CO 80602**

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for **taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a (Title Review) of the contract dated August 8, 2005, between the parties.**

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

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

SELLERS:

Don J. Jenkins, Jr. Dennise E. Jenkins

STATE OF COLORADO
COUNTY OF ADAMS)ss.

The foregoing instrument was acknowledged, subscribed and sworn to before me **August 30, 2005** by **Don J. Jenkins, Jr. and Dennise E. Jenkins.**

Witness my hand and official seal.

Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF CO

After Recording Return to: Harmer & Adams County Only
VCG Properties, III, LLC
1725 University Drive, #450
Coral Springs, FL 33071

WD-Warranty Deed

ESCROW NO. 232-H0072887-050-MAG

3

7

Current Ownership:

Pytel, Michael D.

Property Address:

13914 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 10

Parcel Number: 0157324410010
Account Number: R0126793

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Pytel, Michael D.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
04/04/2002	WD	C0952849			04/09/2002

Adams County Assessor
Parcel Map

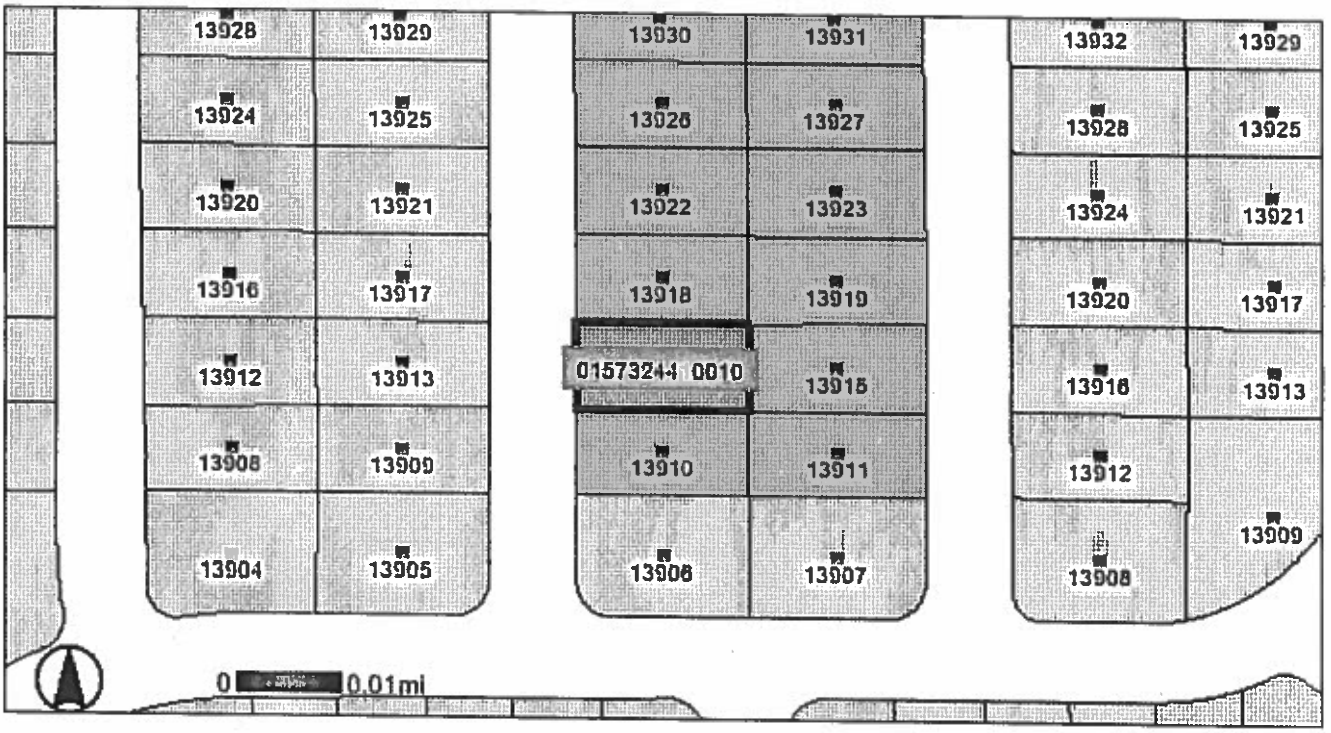
Parcel Number: 0157324410010

Owners Name and Address:
PYTEL MICHAEL D

13914 JACKSON STREET
THORNTON CO 80602

Property Address:

13914 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CAROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D. CARLSON

STATE OF Colorado)
City & County of Denver) ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816

Form No. COMM.SWD

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

(1)

WARRANTY DEED

C0952849
4/09/2002 9:58:17
PG: 0001-001
5.00 DOC FEE: 21.56
CAROL SNYDER
ADAMS COUNTY

THIS DEED, Made this 04 day of April ,20 02 ,
Between MELODY HOMES, INC.,
A DELAWARE CORPORATION
Of the Said *County of ADAMS and State of Colorado, grantor, and

MICHAEL D. PYTEL, as IN SEVERALTY

Whose legal address is
13914 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$21.57

Of the Said County of ADAMS and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of $215,673.00
Two Hundred Fifteen Thousand Six Hundred Seventy-Three DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the Said County of ADAMS and State of Colorado described as follows:

LOT 10, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

as known by street and number as: 13914 JACKSON ST

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, is heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

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

BY: GARY K. DUKE Assistant Secretary

MELODY HOMES CORPORATION A DELAWARE CORP. SEAL

DAVID L. OYLER Division President

STATE OF COLORADO)
) ss.
County of Jefferson)

MELODY HOMES, INC.
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 04 day of April ,20 02,

By GARY K. DUKE, as Assistant Secretary and David L. Oyler, as Division President of MELODY HOMES, INC., A DELAWARE CORPORATION.

My commission expires April 10, 2002

Witness my hand and official seal.

Debbie K. Barker
11031 Sheridan Boulevard
Westminster, Colorado 80020

Notary Public

*If in Denver, insert "City and" _____

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

ABR827684

WARRANTY DEED (For Photographic Record)
SINGDEED.DOC – MHF_SDE.DBF

Current Ownership:

Gram, Adrian

Property Address:

13910 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 11

Parcel Number: 0157324410011
Account Number: R0126795

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Roy, Ryan A. and Roy, Jaime					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
03/19/2002	WD	C0945945			03/26/2002

Grantor(s) Roy, Ryan A. and Roy, Jaime					
Grantee(s) Gram, Adrian					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
04/30/2003	WD	C1168397			07/02/2003

Adams County Assessor
Parcel Map

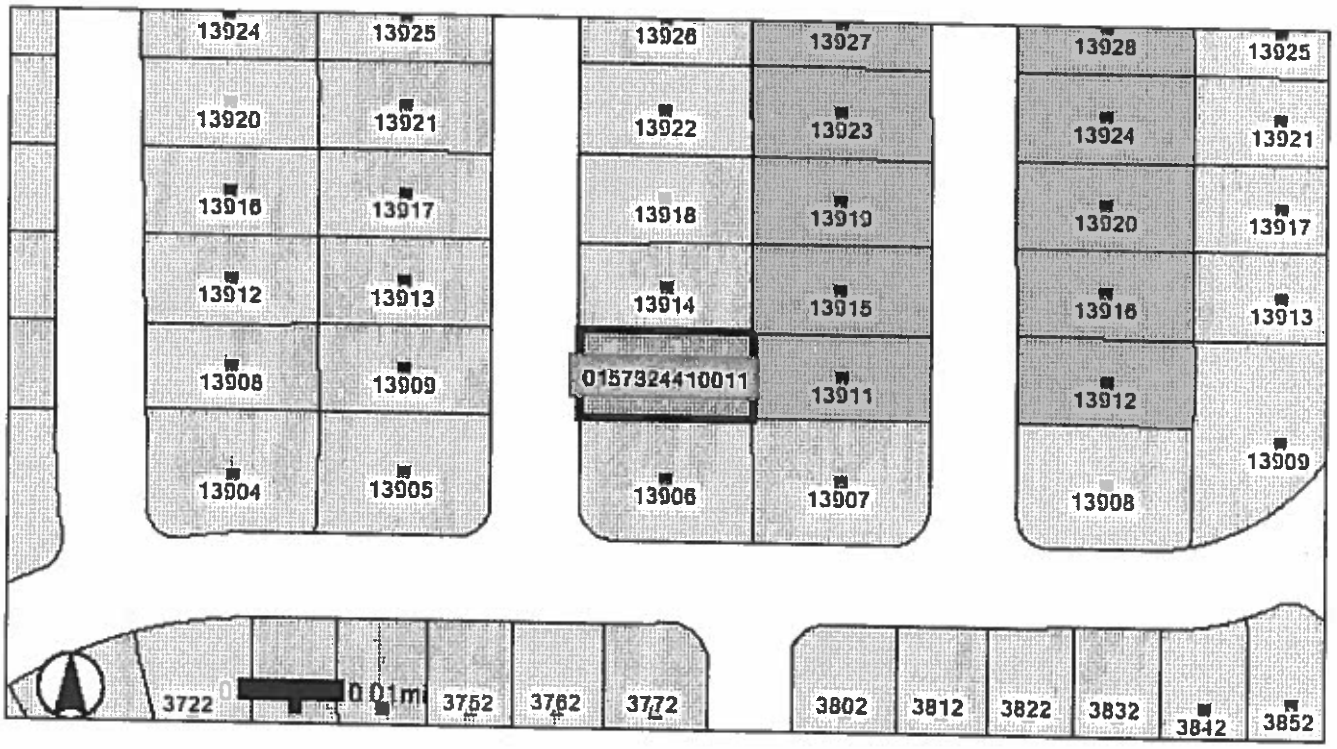
Parcel Number: 0157324410011

Owners Name and Address:
GRAM ADRIAN

13910 JACKSON STREET
THORNTON CO 80602

Property Address:

13910 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CHROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 360.34
State Doc. Fee

also known as street number CHERRYWOOD PLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D. CARLSON

STATE OF Colorado)
City & County of Denver) ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# C0703816

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

Form No. COMM.SWD

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0945945
3/26/2002 14:41:56
PG: 0001-001
5.00 DOC FEE: 20.92
CAROL SNYDER
ADAMS COUNTY

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

1

WARRANTY DEED

THIS DEED, made this 19 day of March ,20 02 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

RYAN A. ROY AND JAIME ROY, as JOINT TENANTS

whose legal address is
13910 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$ 20.92

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $209,203.00
Two Hundred Nine Thousand Two Hundred Three DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 11, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 13910 JACKSON ST
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE
Assistant Secretary

MELODY HOMES, INC. CORPORATE SEAL A DELAWARE CORPORATION

DAVID L. OYLER
Division President

STATE OF COLORADO

County of Jefferson

MELODY HOMES, INC.,
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 19 day of March ,20 02 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION.

Witness my hand and official seal.
My commission expires: April 10, 2002

*If in Denver, insert "City and".

Debbie K. Barker
Notary Public
11031 Sheridan Boulevard
Westminster, Colorado 80020

ABR827688

LAND TITLE

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

WARRANTY DEED (Corporation to Joint Tenants)
JTDEED.DOC – MHF-JDE.DBF

C1168397
7/02/2003 12:23:42
PG: 0001-001
6.00 DOC FEE: 21.20
CAROL SNYDER
ADAMS COUNTY

WARRANTY DEED

RECORDER'S STAMP

THIS DEED, made this 30th day of April, 2003, between

RYAN A. ROY AND JAIME ROY

of the County of ADAMS, State of Colorado, grantor(s), and

ADRIAN GRAM

whose legal address is 13910 JACKSON STREET, THORNTON, CO 80602-8777

of the County of ADAMS, State of Colorado,

grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of Two Hundred Twelve Thousand and 00/100, ($212,000.00), the receipt and sufficiency of which is hereby acknowledged, have/has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in County of ADAMS and State of Colorado, described as follows:

LOT 11, BLOCK 7,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS,
STATE OF COLORADO.

Date
$ 21.20
State Doc. Fee

also known by street and number as 13910 JACKSON STREET, THORNTON, CO 80602-8777

4003-34463 $6 | 21.20

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor(s), for him/herself, its/their heirs and personal representatives do(es) covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents are well seized of the premises above conveyed, have/had good, sure, perfect absolute and indefeasible estate of inheritance, in law, in fee simple, and have/had 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, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD IF ANY; AND DISTRIBUTION UTILITY EASEMENTS; AND MATTERS NOT SHOWN BY THE PUBLIC RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT; AND BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY AND SUBJECT TO THOSE EXCEPTIONS REFERRED TO IN TITLE INSURANCE COMMITMENT NO. 4003-34463 ISSUED BY GUARDIAN TITLE AGENCY, LLC.

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

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

Ryan A. Roy by David L. Bedow attorney in fact.
David L. Bedow

RYAN A. ROY BY DAVID L. BEDOW, ATTORNEY IN FACT

JAIME ROY

STATE OF COLORADO
County of JEFFERSON)ss.

The foregoing instrument was acknowledged before me this 30th day of April, 2003, by DAVID L. BEDOW AS ATTORNEY IN FACT FOR RYAN A. ROY and JAIME ROY

NOTARY PUBLIC STATE OF COLORADO

My commission expires: 7/19/2003 20__ Witness my hand and official seal.

Notary Public

Warranty Deed - Photo

9

Current Ownership:

Dekruif, Mary I. and Lefever, Charles A.

Property Address:

13906 Jackson Street
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 12

Parcel Number: 0157324410012
Account Number: R0126797

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Dekruif, Mary I. and Lefever, Charles A.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
03/19/2002	WD	C0945317			03/25/2002

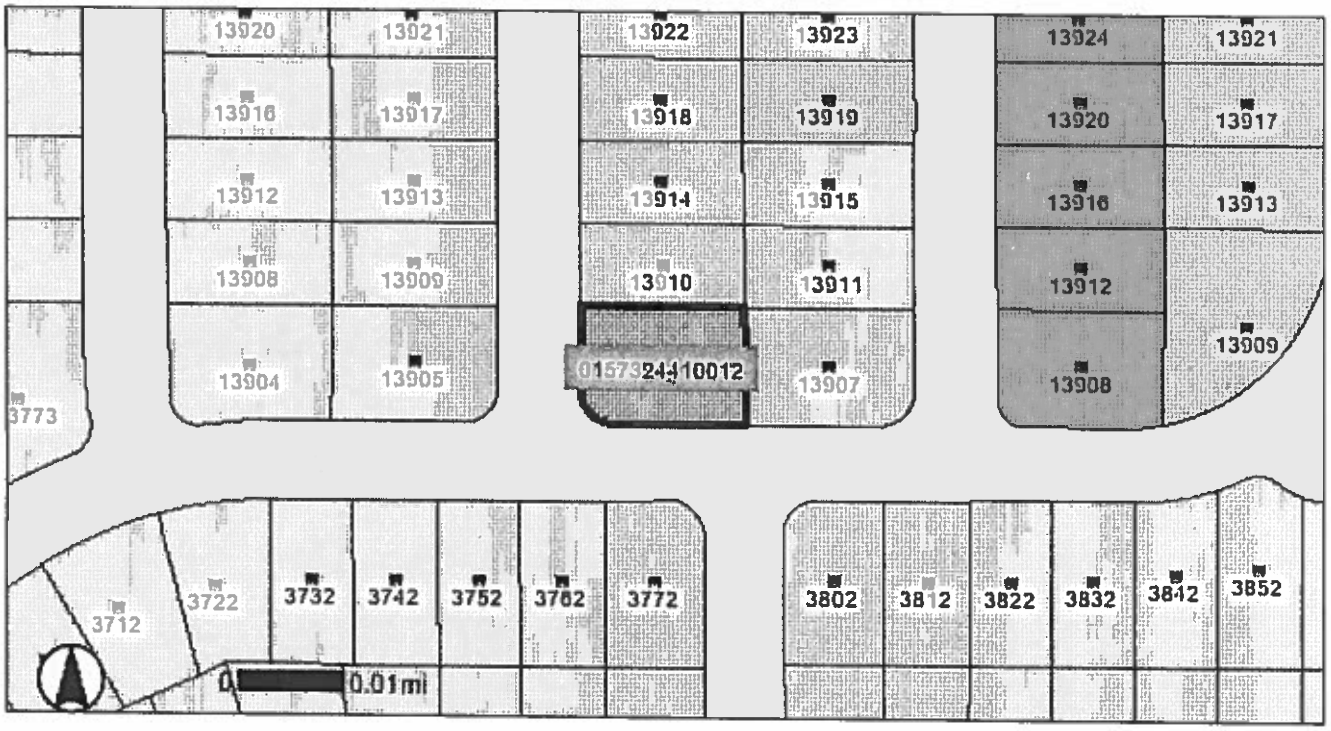
Adams County Assessor
Parcel Map

Parcel Number: 0157324410012

Owners Name and Address:
DEKRUIF MARY I AND
LEFEVER CHARLES A
13906 JACKSON STREET
THORNTON CO 80602

Property Address:

13906 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CHROL BNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** **DOLLARS**
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the ADAMS County of and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D. CARLSON

STATE OF Colorado)
City & County of Denver)ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816

Form No. COMM.SWD

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0945317
3/25/2002 15:56:25
PG: 0001-001
5.00 DOC FEE: 21.68

Recorded at _____ o'clock _____ M. _____ CAROL SNYDER
ADAMS COUNTY
Reception No. _____ _____ Recorder

(1)

WARRANTY DEED

THIS DEED, made this 19 day of March ,20 02 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

MARY I. DEKRUIF AND CHARLES A. LEFEVER, as JOINT TENANTS

whose legal address is
13906 JACKSON ST
THORNTON, CO 80602

State Documentary Fee
Date
$21.69

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $216,865.00
Two Hundred Sixteen Thousand Eight Hundred Sixty-Five DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 12, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 13906 JACKSON ST
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE Assistant Secretary

MELODY HOMES, INC. A DELAWARE CORPORATION SEAL

DAVID L. OYLER Division President

STATE OF COLORADO

County of Jefferson

MELODY HOMES, INC.
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 19 day of March ,20 02 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION

Witness my hand and official seal.
My commission expires: April 10, 2002

*If in Denver, insert "City and".

Debbie K. Barker
11031 Sheridan Boulevard
Westminster, Colorado 80020
Notary Public

4BR827639

LAND TITLE

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

WARRANTY DEED (Corporation to Joint Tenants)
ITDEED.DOC – MHF-JDE.DBF

Current Ownership:

Walker, Julie A.

Property Address:

13923 Harrison Drive
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 17

Parcel Number: 0157324410017
Account Number: R0126808

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes Inc.					
Grantee(s) Walker, Julie A.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
04/29/2002	WD	C0963055			05/01/2002

Adams County Assessor
Parcel Map

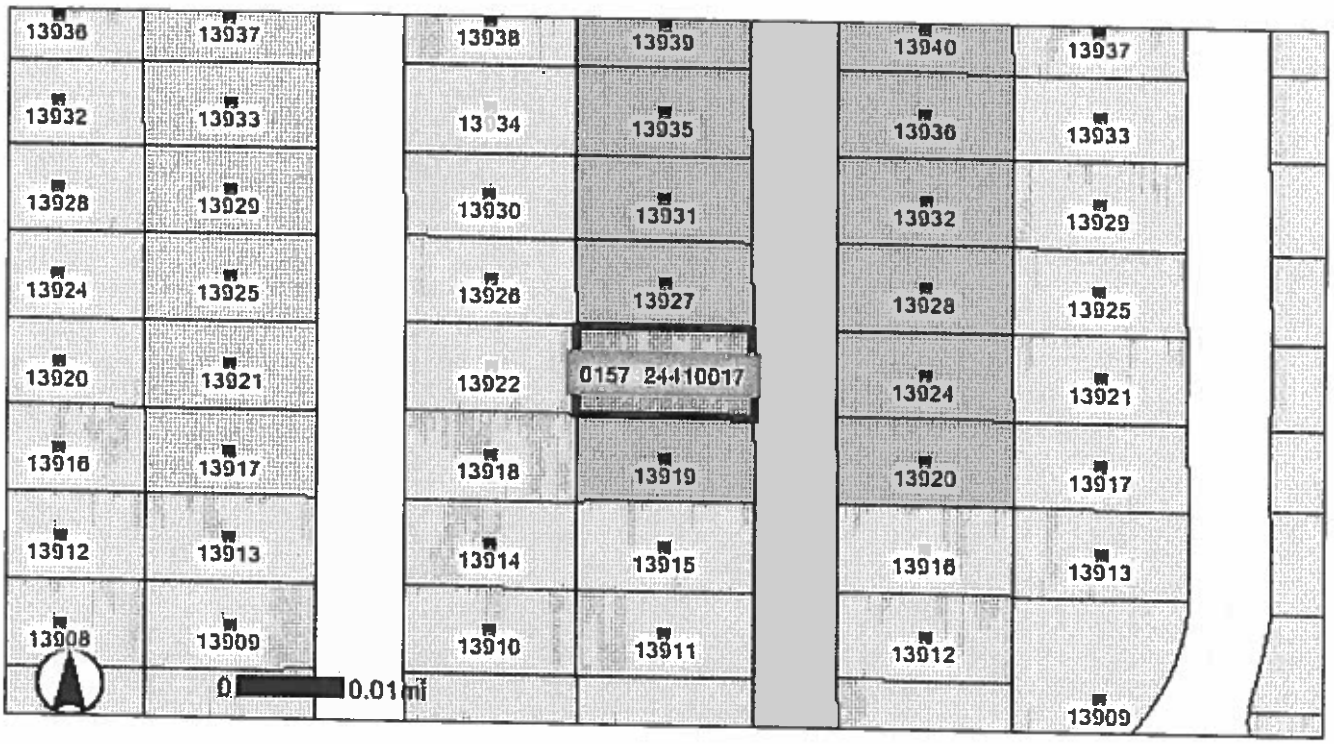
Parcel Number: 0157324410017

Owners Name and Address:
WALKER JULIE A

13923 HARRISON DRIVE
THORNTON CO 80602

Property Address:

13923 HARRISON DR
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CHROL BNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** **DOLLARS**
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERBOF

Date
$ 360.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D.CARLSON

STATE OF Colorado)
City & County of Denver)ss.
)

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816

Form No. CONH.SWD

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0963055
5/01/2002 10:31:20
PG: 0001-001
5.00 DOC FEE: 24.52
CAROL SNYDER
ADAMS COUNTY

Recorded at _____ o'clock _____ M, _____

Reception No. _____ _____ Recorder

WARRANTY DEED

THIS DEED, Made this 29 day of April ,20 02 ,
Between MELODY HOMES, INC.,
A DELAWARE CORPORATION
Of the Said *County of ADAMS and State of Colorado, grantor, and

JULIE A. WALKER, as IN SEVERALTY

Whose legal address is
13923 HARRISON DR
THORNTON, CO 80602

State Documentary Fee
Date
$24.53

Of the Said County of ADAMS and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of $245,274.00
Two Hundred Forty-Five Thousand Two Hundred Seventy-Four DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the Said County of ADAMS and State of Colorado described as follows:

LOT 17, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

as known by street and number as: 13923 HARRISON DR

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, is heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

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

BY: GARY K. DUKE

MELODY HOMES CORPORATION A DELAWARE CORPORATION SEAL

DAVID L. OYLER Division President

MELODY HOMES, INC.,
A DELAWARE CORPORATION

STATE OF COLORADO
} ss.
County of Jefferson

The foregoing instrument was acknowledged before me this 29 day of April ,20 02,

By GARY K. DUKE, as Assistant Secretary and David L. Oyler, as Division President of MELODY HOMES, INC., A DELAWARE CORPORATION.

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

My commission expires April 10, 2006

Witness my hand and official seal.

Debbie K. Barker
11031 Sheridan Boulevard
Westminster, Colorado 80020

Notary Public

*If in Denver, insert "City and". _____

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

ABR838999

LAND TITLE

WARRANTY DEED (For Photographic Record)
SINGDEED.DOC – MHF_SDE.DBF

11

Current Ownership:

Lovin, Michael D. and Lovin, Leanne M.

Property Address:

13919 Harrison Drive
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 16

Parcel Number: 0157324410016
Account Number: R0126805

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Naik, Upendra S. and Yardi, Sheetal J.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
04/25/2002	WD	C0962676			04/30/2002

Grantor(s) Naik, Upendra S. and					
Grantee(s) Naik, Upendra S. and Yardi, Sheetal J.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
05/09/2003	QC	C1147017			05/22/2003

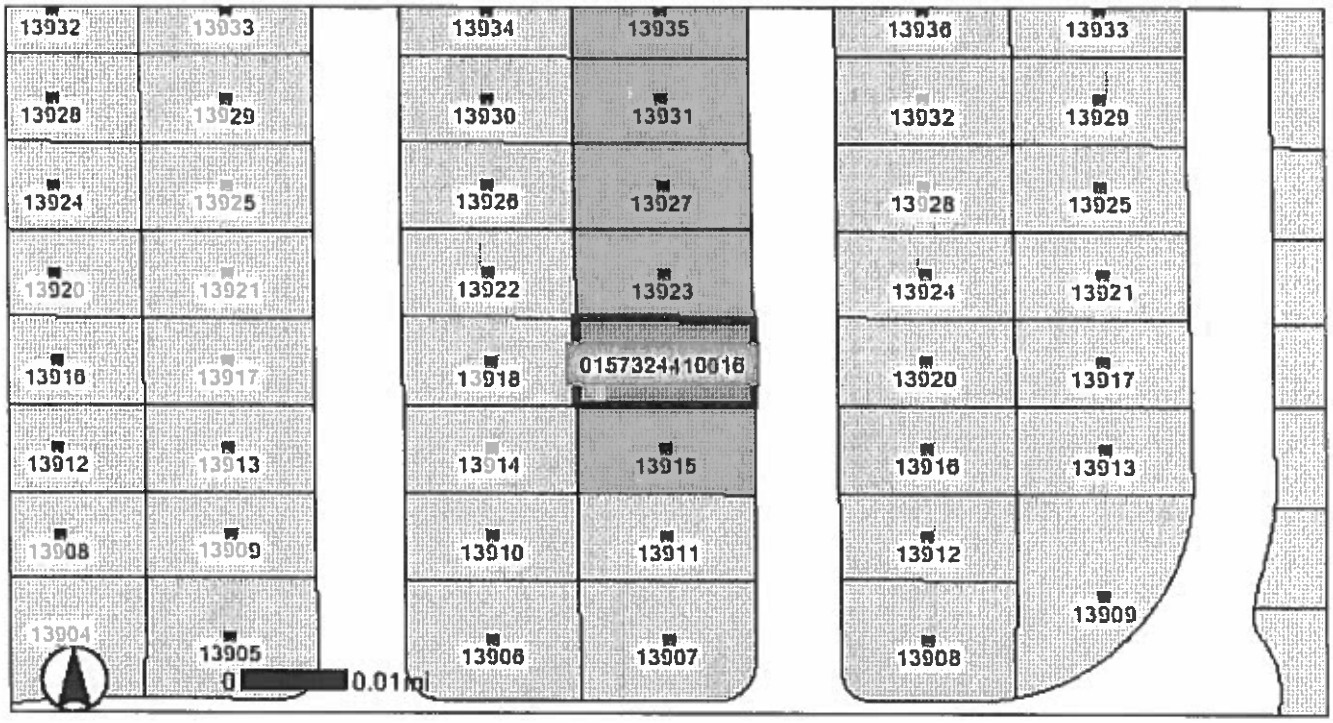
Grantor(s) Naik, Upendra S.					
Grantee(s) Lovin, Michael D. and Lovin, Leaane M.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
02/25/2005	WD	000239110			03/08/2005

Adams County Assessor
Parcel Map

Parcel Number: 0157324410016

Owners Name and Address:
LOVIN MICHAEL D AND
LOVIN LEANNE M
13919 HARRISON DRIVE
THORNTON CO 80602

Property Address:
13919 HARRISON DR
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CAROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD PLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D.CARLSON

STATE OF Colorado)
City & County of Denver) ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

Form No. COMM.SWD

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0962676
4/30/2002 13:55:21
PG: 0001-001
0.00 DOC FEE: 22.37
CAROL SNYDER
ADAMS COUNTY

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

WARRANTY DEED

THIS DEED, made this 25 day of April ,20 02 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

UPENDRA S. NAIK AND SHEETAL J. YARDI, as JOINT TENANTS

whose legal address is
13919 HARRISON DR
THORNTON, CO 80602

State Documentary Fee
Date
$22.38

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $223,792.00
Two Hundred Twenty-Three Thousand Seven Hundred Ninety-Two DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 16, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

Date
$22.37

also known by street and number as: 13919 HARRISON DR
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE Assistant Secretary

MELODY HOMES, INC. A DELAWARE CORPORATION SEAL

DAVID L. OYLER Division President

STATE OF COLORADO

County of Jefferson

MELODY HOMES, INC.
A DELAWARE CORPORATION

DEBBIE K. BARKER NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 25 day of April ,20 02 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION.

Witness my hand and official seal.
My commission expires: April 10, 2002

*If in Denver, insert "City and".

Debbie K. Barker Notary Public
11031 Sheridan Boulevard
Westminster, Colorado 80020

LAND TITLE 4BRR35234

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

C1147017
5/22/2003 14:40:59
PG: 0001-001
5.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

QUIT CLAIM DEED

THIS DEED, Made this 09 day of MAY 2003 between

UPENDRA S. NAIK AND SHEETAL J. YARDI

of the said County of ~~LARIMER~~ ADAMS and State of COLORADO grantor(s), and

UPENDRA S. NAIK

X

whose legal address is: 13919 HARRISON DRIVE, THORNTON, CO 80602

of the said County of ~~LARIMER~~ ADAMS State of Colorado, grantee(s),

WITNESSETH, That the grantor(s), for and in consideration of the sum of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION**********

the receipt and sufficiency of which is hereby acknowledged, have remised released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the grantee(s), his heirs, successors and assigns, forever, all right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any, situate, lying and being in the said County of ADAMS and State of Colorado, described as follows:

LOT 16, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

also known by street and number as: 13919 HARRISON DRIVE, THORNTON, CO 80602

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), his heirs and assigns forever.

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

UPENDRA S. NAIK 05/09/2003

SHEETAL J. YARDI 05/09/2003

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 9 day of MAY 2003
By: UPENDRA S. NAIK AND SHEETAL J. YARDI

My Commission expires: 10-02-06 Witness my hand and official seal.

ERIC J. MEER NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires 10/02/2006

C
AD
162.40

20050308000239110 Adams Co 1/1
03/08/2005 04:43:51PM $24.40
Carol Snyder,Clerk $6.00

WARRANTY DEED

THIS DEED, made this 25th day of February, 2005, between UPENDRA S. NAIK of the County of Adams and State of Colorado, grantor, and MICHAEL D. LOVIN AND LEANNE M. LOVIN whose legal address is 13919 Harrison Drive, Thornton, CO 80602 of the County of Adams, State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of TWO HUNDRED FORTY FOUR THOUSAND AND 00/100 DOLLARS ($244,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado described as follows:

LOT 16, BLOCK 7,
CHERRYWOOD PARK SUBDIVISION, FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

Date
$24.40
State Doc. Fee

PUC 1st
24.40

also known by street and number as: 13919 Harrison Drive, Thornton, CO 80602

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except:

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

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

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

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

Upendra S. Naik 02/25/2005

STATE OF Colorado

COUNTY OF Adams

I, Jennifer A. Zimmerman, a Notary Public of the County and State first above written, do hereby certify that the foregoing instrument was acknowledged before me this 25th day of February, 2005, by Upendra S. Naik.

Witness my hand and official seal,

Jennifer A. Zimmerman, Notary Public

My Commission Expires: 10/05/08

JENNIFER A. ZIMMERMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/05/2008

After recording return to:

File No.: 1404516
WARRANTY DEED (To Joint Tenants)

Current Ownership:

Penn, Randall L. 13915 Harrison Drive BRIGHTON, COLORADO 80602

Property Address:

13915 Harrison Drive
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 15

Parcel Number: 0157324410015
Account Number: R0126803

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Penn, Randall L.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
05/31/2002	WD	C0979381			06/05/2002

Adams County Assessor
Parcel Map

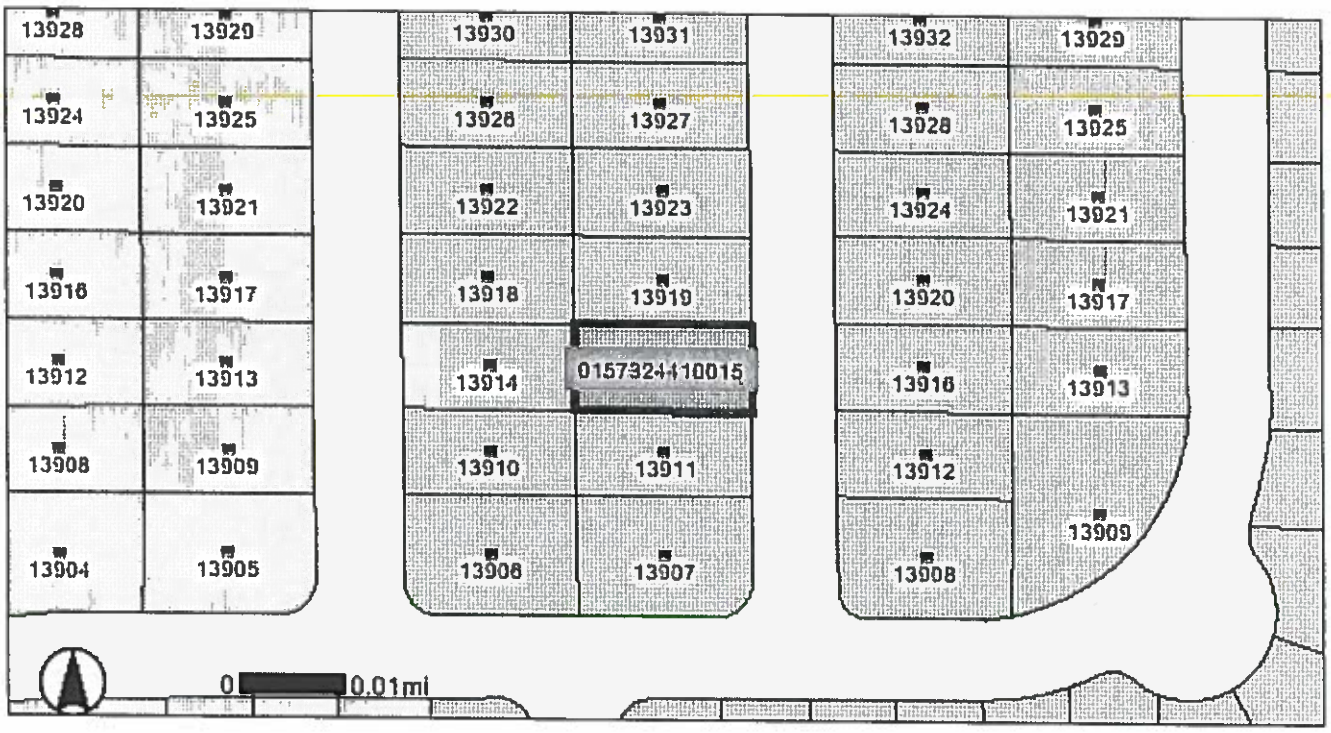
Parcel Number: 0157324410015

Owners Name and Address:
PENN RANDALL L

13915 HARRISON DRIVE
BRIGHTON CO 80602

Property Address:

13915 HARRISON DR
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CHROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** **DOLLARS**
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D.CARLSON

STATE OF Colorado)
City & County of Denver)ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# C0703816

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

Form No. COMM.SWD

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

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FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

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EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C0979381
6/05/2002 12:48:24
PG: 0001-001
5.00 DOC FEE: 25.24
CAROL SNYDER
ADAMS COUNTY

(1)

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

WARRANTY DEED

THIS DEED, Made this 31 day of May ,2002 ,
Between MELODY HOMES, INC.,
A DELAWARE CORPORATION
Of the Said *County of ADAMS and State of Colorado, grantor, and

State Documentary Fee
Date
$ 25.24

RANDALL L. PENN, as IN SEVERALTY

Whose legal address is
13915 HARRISON DR
THORNTON, CO 80602

Of the Said County of ADAMS and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of $252,407.00
Two Hundred Fifty-Two Thousand Four Hundred Seven DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the Said County of ADAMS and State of Colorado described as follows:

LOT 15, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

as known by street and number as: 13915 HARRISON DR

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, is heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY:

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

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

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

BY: GARY K. DUKE — Assistant Secretary

MELODY HOMES, INC. CORPORATION SEAL DELAWARE CORPORATION

DAVID L. OYLER — Division President

MELODY HOMES, INC.,
A DELAWARE CORPORATION

STATE OF COLORADO
} ss.
County of Jefferson

The foregoing instrument was acknowledged before me this 31 day of May ,2002,

By GARY K. DUKE, as Assistant Secretary and David L. Oyler, as Division President of MELODY HOMES, INC., A DELAWARE CORPORATION

My commission expires May 25, 2004

Witness my hand and official seal.

REBECCA COLCLAZIER NOTARY PUBLIC STATE OF COLORADO

Rebecca Colclazier — Notary Public
11031 Sheridan Boulevard
Westminster, Colorado 80020

*If in Denver, insert "City and". _____

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

WARRANTY DEED (For Photographic Record)
SINGDEED.DOC – MHF_SDE.DBF

LAND TITLE 843407

13

Current Ownership:

Marck, Jeffrey A. and Marck, Cassandra

Property Address:

13911 Harrison Drive
Thornton, Colorado 80602

Legal Description:
SUB: CHERRYWOOD PARK SUBD FILING NO 1 BLK: 7 LOT: 14

Parcel Number: 0157324410014
Account Number: R0126802

Deed Information:

Grantor(s) Carlson, Lee S. and Carlson, Clarke D.					
Grantee(s) Melody Homes, Inc.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
08/31/2000	BLK	C0708839	6249	654	09/08/2000

Grantor(s) Melody Homes, Inc.					
Grantee(s) Konopka, Michael G. and Konopka, Cristy A.					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
01/31/2003	WD	C1090028			02/04/2003

Grantor(s) Konopka, Michael G. and					
Grantee(s) Marck, Jeffrey A. and Marck, Cassandra					
Sale Date	**Deed Type**	**Reception Number**	**Book**	**Page**	**Document Date**
04/28/2006	WD	000462340	2006	0504	05/04/2006

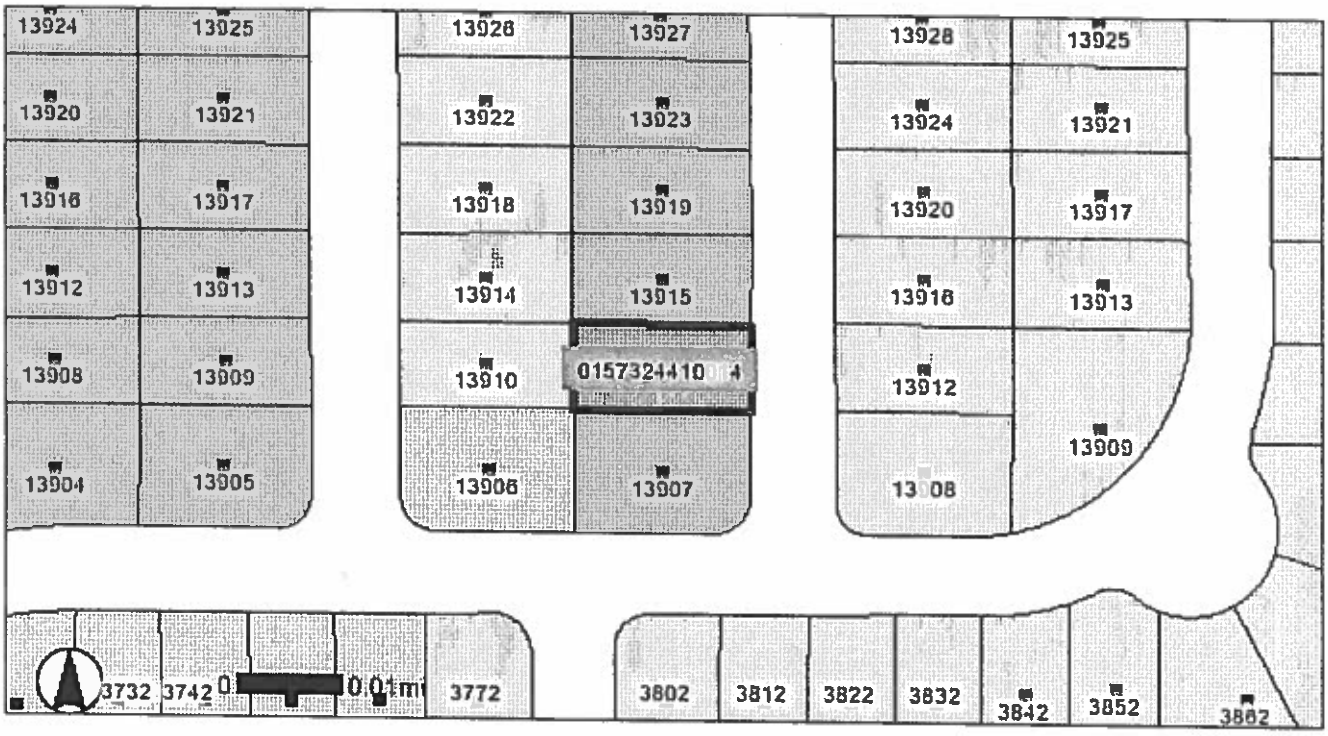
Adams County Assessor
Parcel Map

Parcel Number: 0157324410014

Owners Name and Address:
MARCK JEFFREY A AND
MARCK CASSANDRA
13911 HARRISON DRIVE
THORNTON CO 80602

Property Address:

13911 HARRISON DR
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

(4)

3

Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CAROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D. CARLSON

STATE OF Colorado)
City & County of Denver) ss.

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816

Form No. COMM.SWD

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

C3090028
2/04/2003 12:06:53
PG: 0001-001
6.00 DOC FEE: 18.99
CAROL SNYDER
ADAMS COUNTY

Recorded at _____ o'clock _____ M. _____

Reception No. _____ _____ Recorder

WARRANTY DEED

THIS DEED, made this 31 day of January ,20 03 ,
Between MELODY HOMES, INC., A DELAWARE CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, grantor, and

MICHAEL G. KONOPKA AND CRISTY A. KONOPKA, as JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

whose legal address is
13911 HARRISON DR
THORNTON, CO 80602

State Documentary Fee
Date
$ 19.00

of the Said *County of ADAMS and State of Colorado ,grantees:

WITNESS, that the grantor, for and in consideration of the sum of $189,950.00
ONE HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the Said County of ADAMS

and State of Colorado, described as follows:

LOT 14, BLOCK 7, CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 13911 HARRISON DR
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever, except

ALL TAXES AND ASSESSMENTS DUE AND PAYABLE SUBSEQUENT TO THE DATE HEREOF, AND SUBJECT TO RESTRICTION, EASEMENT, RESERVATIONS, AND OTHER TITLE MATTERS OF RECORD, IF ANY.

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

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

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its Division President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

By GARY K. DUKE
Assistant Secretary

MELODY HOMES, INC. CORPORATE SEAL A DELAWARE CORPORATION

DAVID L. OYLER
Division President

STATE OF COLORADO

County of Jefferson

MELODY HOMES, INC.,
A DELAWARE CORPORATION

State Doc. Fee
Date
$

The foregoing instrument was acknowledged before me this 31 day of January ,20 03 ,
by DAVID L. OYLER as Division President
and GARY K. DUKE as Assistant Secretary
of MELODY HOMES, INC., A DELAWARE CORPORATION.

Witness my hand and official seal.
My commission expires: May 25, 2004

REBECCA COLCLAZIER NOTARY PUBLIC STATE OF COLORADO

Rebecca Colclazier
Notary Public
11031 Sheridan Boulevard
Westminster, Colorado 80020

*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5,C.R.S.)

ABR895319

Land Title GUARANTEE COMPANY

WARRANTY DEED (Corporation to Joint Tenants)
JTDEED.DOC – MHF-JDE.DBF

(1)

2006050400462340 Adams Co 1/1
05/04/2006 04:02:47PM $21.20
Carol Snyder,Clerk $6.00

WARRANTY DEED

RECORDER'S STAMP

THIS DEED, made this 28th day of April, 2006, between

MICHAEL G. KONOPKA AND CRISTY A. KONOPKA

of the County of ADAMS, State of Colorado, grantor(s), and

JEFFREY MARCK AND CASSANDRA MARCK

whose legal address is 13911 HARRISON DRIVE, THORNTON, CO 80602

of the County of ADAMS , State of Colorado,

grantee(s)

WITNESS, that the grantor(s), for and in consideration of the sum of **Two Hundred Twelve Thousand and 00/100, ($212,000.00)** the receipt and sufficiency of which is hereby acknowledged, have/has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of ADAMS, State of Colorado, described as follows:

STATE DOCUMENTARY FEE

$ 21.20

LOT 14,
BLOCK 7,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS,
STATE OF COLORADO.

also known by street and number as 13911 HARRISON DRIVE, THORNTON, CO 80602.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor(s), for him/herself, its/their heirs and personal representatives do(es) covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents are well seized of the premises above conveyed, have/had good, sure, perfect absolute and indefeasible estate of inheritance, in law, in fee simple, and have/had 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, encumbrances and restrictions of whatever kind or nature soever, EXCEPT FOR TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD IF ANY; AND DISTRIBUTION UTILITY EASEMENTS; AND MATTERS NOT SHOWN BY THE PUBLIC RECORDS BUT OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE; AND INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT; AND BENEFITS AND BURDENS OF ANY DECLARATION AND PARTY WALL AGREEMENTS, IF ANY AND SUBJECT TO THOSE EXCEPTIONS REFERRED TO IN TITLE INSURANCE COMMITMENT NO. 5206-63886 ISSUED BY GUARDIAN TITLE AGENCY, LLC.

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

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

MICHAEL G. KONOPKA ~~BY CRISTY A. KONOPKA AS ATTORNEY IN FACT~~

CRISTY A. KONOPKA

STATE OF COLORADO
County of DENVER)ss.

The foregoing instrument was acknowledged before me this 28th day of April, 2006, by MICHAEL G. KONOPKA AND CRISTY A. KONOPKA.

My commission expires: April 28, 2008 Witness my hand and official seal.

KARI KUFFLER NOTARY PUBLIC STATE OF COLORADO My Commission Expires 01-23-2008

GUARDIAN TITLE

FILE # 5206-63886

Notary Public

Warranty Deed – Joint Tenants

SECTION B

Index to Real Estate Documents (Prior Ownership)

1. Lee S. Carlson and Clarke D. Carlson to Melody Homes, Inc., **Corrective Special Warranty Deed**, (11/16/2001), (Reception No. C0888093), ($10).

2. John J. Appelhanz as Personal Representative of the Estate of John Leo Appelhanz a/k/a John L. Appelhanz, to Lee S. Carlson and Clarke D. Carlson, **Personal Representative's Deed**, (09/08/2000), (Bk: 6249, Pg: 0647-0648), (Three Hundred Four Thousand Eight Hundred Twenty-Eight and 92/100).

3. Gloria Appelhanz and John J. Appelhanz to Lee S. Carlson and Clarke D. Carlson, **Corrective Warranty Deed**, (09/08/2000), (Bk: 6249, Pg: 0649-0651), (One Million Two Hundred Ninety-Seven Thousand Eight Hundred Forty-Six Dollars and 82/100).

4. Lee S. Carlson and Clarke D. Carlson to Melody Homes, Inc., **Special Warranty Deed**, (09/08/2000), (Bk: 6249, Pg: 0654-0656), ($3,623,421.00).

5. John J. Appelhanz as Personal Representative of the Estate of John Leo Appelhanz a/k/a John L. Appelhanz to Lee S. Carlson and Clarke D. Carlson, **Personal Representative's Deed,** (12/09/1999), (Bk: 5977, Pg: 0561-0562), (undivided interest in real property).

6. Gloria Appelhanz and John J. Appelhanz to Lee S. Carlson and Clarke D. Carlson, **Warranty Deed**, (12/09/1999), (Bk: 5977, Pg: 0563-0565), ($1,297.846.82).

7. Public Trustee's Deed Foreclosure No. 20719, Public Trustee and John L. Appelhanz, John J. Appelhanz and Gloria J. Appelhanz, **Public Trustee's Deed**, (Bk: 3666, Pg: 181-182), (04/20/1990).*

8. Public Trustee to secure to John L. Appelhanz, John J. Appelhanz and Gloria J. Appelhanz payment of $1,094,040.00, **Public Trustee's Certificate of Purchase Foreclosure No. 20719**, (Bk: 3633, Pg: 424), ($1,094,040.00).

9. Cherrywood Corporation to Draco Realty Corporation, **General Warranty Deed**, (Bk: 3610, Pg: 689-690), (10/10/1989), (for Property).

10. John J. Appelhanz, John L. Appelhanz and Gloria J. Appelhanz to Cherrywood Corporation, **Warranty Deed to Corporation**, (Bk: 2910, Pg: 688), (08/27/1984).*

11. Cherrywood Corporation and the Public Trustee to John L. Appelhanz, John J. Appelhanz and Gloria J. Appelhanz, **Deed of Trust to Public Trustee**, (Bk: 2910, Pg: 694), (08/27/1984), (1,094.040.00).

12. Ted E. Daniel a/k/a T.E. Daniel, Dora Daniel a/k/a Dora E. Daniel and Teddy Joe Daniel a/k/a T.J. Daniel to Gloria J. Appelhanz, John L. Appelhanz and John J. Appelhanz, **Warranty Deed**, (Bk: 2237, Pg: 547), (05/10/1978) ($160,000.00).*

13. Ted E. Daniel and Dora Daniel to Teddy Joe Daniel, **Quit Claim Deed**, (Bk: 2226, Pg: 165), (03/31/1978), (No monetary consideration).

14. Ted E. Daniel to Ted E. Daniel and Dora Daniel, **Warranty Deed**, (Bk: 893, Pg: 99), (02/17/1961).

15. Opal M. Miller and Edward G. Miller to Theodore E. Daniel and Dora E. Daniel, **Warranty Deed**, (Bk: 433, Pg: 855), (01/02/1952).

16. Wilmer H. Eppinger to Ted Daniel and Dora E. Daniel, **Deed of Trust to Public Trustee**, (Bk: 409, Pg: 281), (12/13/1950), ($5,000.00).

17. T.E. Daniel and Dora Daniel conveyed to the Public Trustee to secure to the order of Ada Pease, **Release of Deed of Trust** by the Public Trustee, (Bk. 403, Pg: 419), (09/21/1950).

18. T.E. Daniel and Dora Daniel conveyed to the Public Trustee to secure to the order of Ada Pease, **Release of Deed of Trust by the Public Trustee**, (Bk: 502, Pg: 376), (09/19/1950).

***Documents including Oil and Gas language.**

7. Public Trustee's Deed Foreclosure No. 20719, Public Trustee and John L. Appelhanz, John J. Appelhanz and Gloria J. Appelhanz, **Public Trustee's Deed**, (Bk: 3666, Pg: 181-182), (04/20/1990).

   Bk: 366, Pg: 182 states in last sentence: . . . including oil and gas rents and royalties.

10. John J. Appelhanz, John L. Appelhanz and Gloria J. Appelhanz to Cherrywood Corporation, **Warranty Deed to Corporation**, (Bk: 2910, Pg. 688), (08/27/1984).

   Bk: 2910, Pg: 688 states in description: . . . including oil and gas rents and royalties.

   Bk: 2910, Pg: 688 states in exceptions: . . . as listed on Exhibit A attached . . .

Bk: 2910, Pg: 689 (Exhibit A), Paragraph 1.: Oil and Gas Lease between T.J. Daniel and Betty Daniel and T.E. Daniel and Dora Daniel, Lessor and Byron Oil Industries, Inc., Lessee recorded April 30, 1974 in Book 1927 at Page 335 and any and all assignments thereof or interest therein.

12. Ted E. Daniel a/k/a T.E. Daniel, Dora Daniel a/k/a Dora E. Daniel and Teddy Joe Daniel a/k/a T.J. Daniel to Gloria J. Appelhanz, John L. Appelhanz and John J. Appelhanz, **Warranty Deed**, (Bk: 2237, Pg: 547), (05/10/1978) ($160,000.00).

Bk: 2237, Pg: 547 states in description: . . . Together with all oil, gas and mineral rights appertaining thereto.

Bk: 2237, Pg: 547 states in exception: . . . and subject to that certain oil and gas lease given to Byron Oil Industries, Inc. recorded April 30, 1974 in Book 1927 at Page 335 of the Adams County Records and reserving to the grantors . . .

1

C0888093
11/16/2001 17:50:47
PG1:0001-003
15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

NO DOC FEE REQUIRED, FOR TITLE PURPOSES ONLY

Filed for record the _____ day of _____, A.D. _____, at _____ o'clock ____ M. _____ RECORDER
Reception No. _____ By _____ DEPUTY.

CORRECTIVE SPECIAL WARRANTY DEED

THIS DEED, Made on this day of November, 2001, between

Lee S. Carlson and Clarke D. Carlson

whose legal address is: P.O. Box 247, Eastlake, CO
Grantor(s),
and

MELODY HOMES, Inc., a Delaware corporation

whose legal address is: ~~11031 Sheridan Blvd., Westminster, CO 80020~~
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($10.00)

TEN DOLLARS and ---------- 00/100 DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the Adams County of and State of Colorado, described as follows:

This deed is executed and delivered by Grantor to Grantee in lieu of and in correction of that certain deed dated August 31, 2000 from Grantor to Grantee recorded in the real property records of Adams County, under Reception Number C0708839, for the purposes of correcting a scrivener's error in the legal description, conveyed on September 8, 2000 whereby lots 13 – 24 of Block 8 were inadvertently omitted.

The corrected legal description is attached hereto as Exhibit "A" and incorporated herein.

also known as street number Cherrywood Filing 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).

Except general taxes and assessments for the year 2000 and subsequent years. Exceptions as listed on Exhibit "B" attached and made a part hereof as if fully set forth herein.

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

Lee S. Carlson
LEE S. CARLSON

Clarke D. Carlson
CLARKE D. CARLSON

STATE OF Colorado)
County of Adams) ss.

The foregoing instrument was acknowledged before me on this day of 12 November 2001.
by Lee S. Carlson & Clarke D. Carlson

My commission expires 02/09/2004
Witness my hand and official seal.

Jenny L. Cook
Notary Public

JENNY L. COOK NOTARY PUBLIC STATE OF COLORADO

Escrow# AC
Title# 6234

When Recorded Return to:

MELODY HOMES
Westminster, CO 80020

Form No. CDNH.SWD

EXHIBIT A

TRACTS A and B,
Lots 1 through 46, Inclusive, Block 1,
Lots 1 through 11, Inclusive, Block 2,
Lots 1 through 12, Inclusive, Block 3,
Lots 1 through 12, Inclusive, Block 4,
Lots 1 through 15, Inclusive, Block 5,
Lots 1 through 22, Inclusive, Block 6,
Lots 1 through 24, Inclusive, Block 7,
Lots 1 through 24, Inclusive, Block 8,
Lots 1 through 24, Inclusive, Block 9 and
Lots 1 through 22, Inclusive Block 10,

CHERRYWOOD PARK SUBDIVISION FILING NO. 1,
COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

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PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

C0708836
9/08/2000 9:05:50
BK: 6249 PG: 0647-0648
10.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

THIS DEED is made by John J. Appelhanz

as Personal Representative of the Estate of John Leo Appelhanz a/k/a John L. Appelhanz, deceased, Grantor, to Lee S. Carlson and Clarke D. Carlson, Grantee, whose legal address is 12460 1st Street, Eastlake, CO 80614

of the _____ *County of Adams, State of Colorado.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated August 12, 1992, _____, which Will was duly admitted to (~~formal~~ (informal)** probate on June 14, 1999, _____, by the District Court in and for the _____ County of Adams, State of Colorado, Probate No. 99-PR-262;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on June 14, 1999, ~~by~~ _____, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee ~~for consideration~~** (for and in consideration of Three Hundred Four Thousand Eight Hundred Twenty-Eight and 92/100 ~~Dollars~~ Dollars)** ~~(the price stated to be the fair market value of the property or interest conveyed)~~* the following described real property situate in the _____ County of Adams, State of Colorado:

See legal description attached hereto as Exhibit "A" and incorporated herein by reference

THIS CORRECTIVE PERSONAL REPRESENTATIVE'S DEED IS EXECUTED AND DELIVERED IN ORDER TO CORRECT THE INTEREST OF THE GRANTOR CONVEYED IN WARRANTY DEED DATED NOVEMBER 18, 1999 AND RECORDED DECEMBER 9, 1989 in BOOK 5977 AT PAGES 0561-0562.

NO DOCUMENTARY FEE IS REQUIRED SINCE THIS DEED IS EXEMPT FROM PAYMENT.

also known by street and number as:
assessor's schedule or parcel number:

With all appurtenances, subject to covenants, easements and restrictions of record, and subject to general property taxes for the year 1999, and subject to exceptions, reservations and rights-of-way of record.

As used herein, the singular includes the plural and the plural the singular.

Executed August 29, 2000, _____.

John J. Appelhanz

Personal Representative of the Estate of John Leo Appelanz a/k/a John L. Appelhanz, Deceased

STATE OF COLORADO
_____ COUNTY OF ADAMS } ss.

The foregoing instrument was acknowledged before me this 29th day of August, 2000, by John J. Appelhanz as Personal Representative of the Estate of John Leo Appelhanz a/k/a John L. Appelhanz, Deceased.

Witness my hand and official seal.
My commission expires: 3/16/2002

Jackie L. Banks
Notary Public

NOTARY PUBLIC STATE OF COLORADO

*If Grantee, insert "Grantee" ... as regards ...

**Signature of Person ... Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

No. CP... PERSONAL REPRESENTATIVE'S DEED (Testate)

Bradford Publishing, 1743 Wazee St., Denver, CO 80202 — 303-292-2500 — bradfordpublishing.com — 9-99

EXHIBIT A

THAT PART OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24;
THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1306.85 FEET TO A POINT 30.00 FEET WESTERLY OF THE EAST QUARTER CORNER OF SAID SECTION 24;
THENCE SOUTH 00 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF OF A DISTANCE OF 1535.45 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 45 DEGREES 13 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 42.43 FEET AND AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENT;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 543.50 FEET;
THENCE SOUTH 00 DEGREES 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1104.84 FEET TO A POINT 30.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID EAST ONE-HALF;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 340.93 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 350.07 FEET TO A POINT ON THE WESTERLY LINE OF SAID EAST ONE-HALF;
THENCE NORTH 00 DEGREES 16 MINUTES 19 SECONDS WEST, ALONG SAID WESTERLY LINE A DISTANCE OF 2597.46 FEET TO THE POINT OF BEGINNING.

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Recorded at _____ o'clock _____ M., _____
Reception No. _____ _____ Recorder

3

CORRECTIVE WARRANTY DEED

C0708837
9/08/2000 9:05:50
BK: 6249 PG: 0649-0651
15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS COUNTY

THIS DEED, made this 29th day of August, 2000 xxx, between Gloria Appelhanz and John J. Appelhanz

of the Colorado County of Adams and State of, grantor(s) and

Lee S Carlson and Clarke D. Carlson

whose legal address is 12460 First Street, Eastlake, CO 80614

of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of One Million Two Hundred Ninety-Seven Thousand Eight Hundred Forty-Six Dollars and 82/100---------- DOLLARS, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

see legal description attached and Exhibit "A" and made a part hereof

THIS CORRECTIVE WARRANTY DEED IS EXECUTED AND DELIVERED IN ORDER TO CORRECT THE INTERESTS OF THE GRANTORS CONVEYED IN WARRANTY DEED DATED NOVEMBER 18, 1999 AND RECORDED DECEMBER 9, 1999 IN BOOK 5977 AT PAGES 0563-0565.

NO DOCUMENTARY FEE IS REQUIRED SINCE THIS DEED IS EXECUTED AND DELIVERED AS A CORRECTIVE WARRANTY DEED.

also known by street and number as: Cherrywood (Carlson)
assessor's schedule or parcel number:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes and assessments for the year 1999 and subsequent years, and exceptions as listed on Exhibit "B" attached and made a part hereof as if fully set forth herein.

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

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

Gloria Appelhanz — John J. Appelhanz

STATE OF COLORADO
County of Adams } ss.

The foregoing instrument was acknowledged before me this 29th day of August, 2000 xxx, by Gloria Appelhanz and John J. Appelhanz.

Witness my hand and official seal.
My commission expires:

Jackie L. Banks
Notary Public

NOTARY PUBLIC JACKIE L. BANKS STATE OF COLORADO

"Corporate acknowledgment, insert "corporation", "partnership", "limited liability company" or "limited liability partnership" and".

Name and address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

EXHIBIT A

THAT PART OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24;
THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1306.85 FEET TO A POINT 30.00 FEET WESTERLY OF THE EAST QUARTER CORNER OF SAID SECTION 24;
THENCE SOUTH 00 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF OF A DISTANCE OF 1535.45 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 45 DEGREES 13 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 42.43 FEET AND AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENT;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 543.50 FEET;
THENCE SOUTH 00 DEGREES 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1104.84 FEET TO A POINT 30.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID EAST ONE-HALF;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 340.93 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 350.07 FEET TO A POINT ON THE WESTERLY LINE OF SAID EAST ONE-HALF;
THENCE NORTH 00 DEGREES 16 MINUTES 19 SECONDS WEST, ALONG SAID WESTERLY LINE A DISTANCE OF 2597.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT B Our Order No. CB668388-5

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED June 10, 1985, IN BOOK 3011 AT PAGE 913.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED September 19, 1985, IN BOOK 3050 AT PAGE 970.

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Filed for record the_____day of_____,A.D. _____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of August 31, 2000, between
LEE S. CARLSON AND CLARKE D.CARLSON

C0708839
9/08/2000 9:05:50
BK: 6249 PG: 0654-0656
15.00 DOC FEE: 362.34
CAROL SNYDER
ADAMS COUNTY

whose legal address is: P.O. BOX 247, , EASTLAKE CO
Grantor(s),
and
MELODY HOMES, INC., A DELAWARE CORPORATION

whose legal address is: 11031 SHERIDAN BLVD., WESTMINSTER CO 80020
of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of ($3,623,421.00)
*** Three Million Six Hundred Twenty Three Thousand Four Hundred Twenty One and 00/100 *** DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERBOF

Date
$ 362.34
State Doc. Fee

also known as street number CHERRYWOOD FLG. 1

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee(s), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s).
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HERBOF AS IF FULLY SET FORTH HEREIN.

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

LEE S. CARLSON

CLARKE D. CARLSON

STATE OF Colorado)
City & County of Denver)ss.
)

The foregoing instrument was acknowledged before me on this day of August 31, 2000,
by LEE S. CARLSON AND CLARKE D.CARLSON

My commission expires
Witness my hand and official seal.

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Notary Public

Escrow# AC19438
Title# CB703816

Form No. CONN.SWD

When Recorded Return to: MELODY HOMES, INC., A DELAWARE CORPORATION
11031 Sheridan Blvd
Westminster Co. 80020

EXHIBIT A

TRACTS A AND B,
LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, AND
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 10,
CHERRYWOOD PARK SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Our Order No. CB703816-12

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

TERMS, CONDITIONS AND PROVISIONS OF CITY OF THORNTON ORDINANCE NO. 2576 (REGARDING ANNEXATION) RECORDED December 03, 1999 IN BOOK 5971 AT PAGE 159.

EFFECTS OF CITY OF THORNTON ORDINANCE NO. 2575 (REGARDING ANNEXATION) RECORDED DECEMBER 03, 1999 IN BOOK 5971 AT PAGE 274.

EFFECTS OF ANNEXATION MAP RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. C0619110 IN FILE 18 AS MAP NO. 150.

EFFECTS OF THE PLANNED UNIT DEVELOPMENT MAP RECORDED DECEMBER 13, 1984 UNDER RECEPTION NO. 543916.

THE EFFECT OF CHERRYWOOD PARK FILING NO. 1 PUD RECORDED APRIL 29, 1985 UNDER RECEPTION NO. B570636.

TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT CHERRYWOOD PARK SUBDIVISION FILING NO. 1 PERFORMANCE GUARANTEE RECORDED AUGUST 3, 2000 IN BOOK 6210 AT PAGE 948.

EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF CHERRYWOOD PARK SUBDIVISION FILING NO. 1 RECORDED AUGUST 3, 2000 UNDER RECEPTION NO. C0697014.

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PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by John J. Appelhanz as Personal Representative of the Estate of John Leo Appelhanz a/k/a John L. Appelhanz, deceased, Grantor, to Lee S. Carlson and Clarke D. Carlson, Grantee, whose legal address is 12460 1st Street, Eastlake, CO 80614 of the ____ *County of Adams, State of Colorado.

State Documentary Fee
Date 12.8.99
$ 30.48

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated August 12, 1992, ____, which Will was duly admitted to ~~(formal)~~ (informal)** probate on June 14, 1999, ____, by the District Court in and for the ____ County of Adams, State of Colorado, Probate No. 99-PR-262;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on June 14, 1999, 19____, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee ~~(as joint tenants)~~ (for and in consideration of Three Hundred Four Thousand Eight Hundred Twenty-Eight and 92/100 Dollars)** ~~(as the property in the above-captioned Will)~~** the following described real property situate in the ____ County of Adams, State of Colorado:

An undivided 19.02% interest in and to the following described real property:

See legal description attached hereto as Exhibit "A" and incorporate herein by reference

C0620859
12/09/1999 11:52:19
BK: 5977 PG: 0561-0562
10.00 DOC FEE: 30.48
CAROL SNYDER
ADAMS COUNTY

also known by street and number as:
assessor's schedule or parcel number:

With all appurtenances, subject to covenants, easements and restrictions of record, and subject to general property taxes for the year 19 99, and subject to exceptions, reservations and rights-of-way of record.

As used herein, the singular includes the plural and the plural the singular.

Executed November 18, 19 99.

John J. Appelhanz

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

Personal Representative of the Estate of John Leo Appelhanz a/k/a John L. Appelhanz, Deceased

STATE OF COLORADO
City & COUNTY OF ~~ADAMS~~ Denver } ss.

The foregoing instrument was acknowledged before me this 18th day of November, 1999, by John J. Appelhanz as Personal Representative of the Estate of John Leo Appelhanz a/k/a John L. Appelhanz, Deceased.

Witness my hand and official seal.
My commission expires: ____

*If in Denver, insert "City and".
**Strike as required

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-33-106.5, C.R.S.) Clarke Carlson 12460 1st Street Eastlake Co. 80614

EXHIBIT A

THAT PART OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24;
THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1306.85 FEET TO A POINT 30.00 FEET WESTERLY OF THE EAST QUARTER CORNER OF SAID SECTION 24;
THENCE SOUTH 00 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF OF A DISTANCE OF 1539.45 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 45 DEGREES 13 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 42.43 FEET AND AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENT;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 543.50 FEET;
THENCE SOUTH 00 DEGREES 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1104.84 FEET TO A POINT 30.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID EAST ONE-HALF;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 340.93 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 350.07 FEET TO A POINT ON THE WESTERLY LINE OF SAID EAST ONE-HALF;
THENCE NORTH 00 DEGREES 16 MINUTES 19 SECONDS WEST, ALONG SAID WESTERLY LINE A DISTANCE OF 2597.46 FEET TO THE POINT OF BEGINNING.

6

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Filed for record the_____day of_____,A.D. 19____, at_____o'clock____M._____RECORDER.
Reception No._____ By_____DEPUTY.

WARRANTY DEED

C0620860
12/09/1999 11:52:19
BK: 5977 PG: 0563-0565
15.00 DOC FEE: 12[illegible].78
CAROL SNYDER
ADAMS COUNTY

THIS DEED, Made on this day of November 18, 1999,
between GLORIA APPELHANZ - 19.02% AND JOHN J. APPELHANZ - 61.96%

whose legal address is : 5980 MONACO, , COMMERCE CITY CO 80022,
of the Grantor(s), and
LEE S. CARLSON AND CLARKE D. CARLSON

whose legal address is : 12460 1ST STREET, EASTLAKE CO 80614,
of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of ($1,297,846.82)
*** One Million Two Hundred Ninety Seven Thousand Eight Hundred Forty Six and 82/100 *** DOLLARS
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of ADAMS and State of Colorado, described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date
$12.97
State Doc. Fee

also known as street number CHERRYWOOD (CARLSON)

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

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 1999 AND SUBSEQUENT YEARS. EXCEPTIONS AS LISTED ON EXHIBIT "B" ATTACHED AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN.

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

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

Gloria Appelhanz
GLORIA APPELHANZ

John J Appelhanz
JOHN J APPELHANZ

STATE OF Colorado)
City + County of Denver)ss.
)

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001

The foregoing instrument was acknowledged before me on this day of November 18, 1999,
by Gloria Appelhanz and John J Appelhanz.

My commission expires
Witness my hand and official seal.

Linda R. Hull
Notary Public

Escrow# AC19485
Title# CB668388

When Recorded Return to: LEE S. CARLSON AND CLARKE D. CARLSON
12460 1ST STREET, EASTLAKE CO 80614

Form COMM.WD WARRANTY DEED (For Photographic Record)

EXHIBIT A

THAT PART OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24;
THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1306.85 FEET TO A POINT 30.00 FEET WESTERLY OF THE EAST QUARTER CORNER OF SAID SECTION 24;
THENCE SOUTH 00 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF OF A DISTANCE OF 1539.45 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 45 DEGREES 13 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 42.43 FEET AND AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENT;
THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 543.50 FEET;
THENCE SOUTH 00 DEGREES 13 MINUTES 14 SECONDS EAST, PARALLEL TO THE EASTERLY LINE OF SAID EAST ONE-HALF, A DISTANCE OF 1104.84 FEET TO A POINT 30.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID EAST ONE-HALF;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 340.93 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS WEST, PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 350.07 FEET TO A POINT ON THE WESTERLY LINE OF SAID EAST ONE-HALF;
THENCE NORTH 00 DEGREES 16 MINUTES 19 SECONDS WEST, ALONG SAID WESTERLY LINE A DISTANCE OF 2597.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT B Our Order No. CB668388-5

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNTIED STATES PATENT RECORDED OCTOBER 24, 1889 IN BOOK A24 AT PAGE 114 (SE 1/4).

TERMS, CONDITIONS AND PROVISIONS OF SERVICE CONTRACT BY AND BETWEEN THE CITY OF THORNTON AND WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED APRIL 29, 1985 IN BOOK 2994 AT PAGE 364.

TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEST ADAMS COUNTY UTILITY USERS INCORPORATED RECORDED JANUARY 27, 1986 IN BOOK 3103 AT PAGE 489.

FIRST AMENDMENT THERETO RECORDED MARCH 28, 1986 IN BOOK 3125 AT PAGE 942.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED June 10, 1985, IN BOOK 3011 AT PAGE 913.

UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED September 19, 1985, IN BOOK 3050 AT PAGE 970.

7

939397 BOOK 3666 PAGE 181

PUBLIC TRUSTEE'S DEED
FORECLOSURE NO. 20719

THIS DEED, Made APRIL 19, 1990, between JUDITH A. KAHLE as the Public Trustee, of the County of ADAMS, Colorado, and JOHN L. APPELHANZ, JOHN J. APPELHANZ AND GLORIA J. APPELHANZ Purchaser(s), whose street address is 5980 MONACO STREET, COMMERCE CITY, COLORADO, WITNESSETH:

Whereas, EDWARD B. SUTTON AS PRESIDENT OF CHERRYWOOD CORPORATION, A COLORADO CORPORATION did, by Deed of Trust dated, AUGUST 17, 1984 and recorded in the office of the Clerk and Recorder of the County of ADAMS, Colorado, on AUGUST 27, 1984, in Book 2910 at Page 694, convey to the Public Trustee in Trust the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust; and

Whereas, violation having been made in certain of the terms and covenants of said Deed of Trust as shown by the notice of election and demand for sale filed with the Public Trustee, a copy thereof being recorded in the office of said County Clerk and Recorder, the said property was advertised for sale at public auction at the place and in the manner provided by law and by said Deed of Trust and a copy of the notice of sale was in apt time mailed to the persons required by statute, and said property was in pursuance of said notice sold to JOHN L. APPELHANZ, JOHN J. APPELHANZ AND GLORIA J. APPELHANZ for the sum hereinafter set forth and a certificate of purchase thereof was made, and recorded on DECEMBER 27, 1989 in Book 3633 at Page 424 and said property not having been redeemed from said sale;

Now, Therefore, the Public Trustee pursuant to the power and authority vested in her by law and by the said Deed of Trust as such Public Trustee and in consideration of the sum of $833,511.57 to the Public Trustee paid by the said Purchaser(s), the receipt whereof is hereby acknowledged, conveys to the said Purchaser(s), their heirs, successors and assigns forever all the right, title and interest which the Public Trustee acquired pursuant to said Deed of Trust in and to the following described property situate in the County of ADAMS, Colorado, to wit:

SEE ATTACHMENT

To Have and to Hold the same unto the said Purchaser(s) their heirs, successors and assigns forever.

Executed the day and year first above written.

JUDITH A. KAHLE (SEAL)
As Public Trustee of the
County of ADAMS, Colorado

By Linda I. Wolfe
Deputy Public Trustee

PUBLIC TRUSTEE JUDITH A. KAHLE COUNTY OF ADAMS, COLORADO

STATE OF COLORADO }
}ss.
COUNTY OF ADAMS }

The foregoing instrument was acknowledged before me this 19TH day of APRIL, 1990, by LINDA I. WOLFE as the Deputy Public Trustee of the County of ADAMS, Colorado.

My commission expires OCTOBER 1, 1991.
Witness my hand and official seal.

Veda L. Anderson
Notary Public
22 S. 4TH AVE. BRIGHTON 80601

VEDA L. ANDERSON NOTARY PUBLIC STATE OF COLORADO

Return to: DON M. RECKSEEN
10701 MELODY DRIVE, SUITE 416, NORTHGLENN, CO, 80234

939397
ROBERT SACK
COUNTY RECORDER
ADAMS COUNTY, COLO
APR 20 10 02 AM '90

20719

The East One-Half of the Southeast One-Quarter of Section 24, Township 1, South, Range 68 West of the 6th P.M., Excepting that portion lying within the dedicated Rights-of-Way for Colorado Boulevard on the East and East 136th Avenue on the South, County of Adams, State of Colorado, and Except the South 350 feet of the East 350 feet of the Southeast One-Quarter of Section 24, Township 1 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado; And further excepting that portion lying within the dedicated Rights-of-Way for Colorado Boulevard on the East and East 136th Avenue on the South, along with all mineral rights, including oil and gas rents and royalties.

8

DUPLICATE

BOOK 3633 PAGE 424

PUBLIC TRUSTEE'S
CERTIFICATE OF PURCHASE
FORECLOSURE NO. 20719

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS) 920852

I, the undersigned Public Trustee, certify that pursuant to the power and authority vested in me by a Deed of Trust dated **AUGUST 17, 1984** executed by **EDWARD B. SUTTON AS PRESIDENT OF CHERRYWOOD CORPORATION, A COLORADO CORPORATION** of the County of Adams and State of Colorado, recorded in Book **2910**, Page **0694**, of the records in the office of the Clerk and Recorder of said County of Adams, and given to secure to **JOHN L. APPELHANZ, JOHN J. APPELHANZ AND GLORIA J. APPELHANZ** the payment of the sum of **$1,094,040.00** upon the terms and with the covenants contained in said Deed of Trust, upon notice of election and demand for sale in writing, filed with me as Public Trustee, and recorded in Book **3615**, on Page **0900**, in the records in said last County, I did, on **DECEMBER 20, 1989**, at 10:00 A.M., having first published a notice of sale and mailed a printed copy thereof to the grantor(s) in said Deed of Trust and to all persons appearing to have acquired a subsequent record interest in said property, and having mailed a notice of the right to cure a default to the grantor(s) of the Deed of Trust being foreclosed and having mailed a notice of the right to redeem to any subsequent owner of record and any other person having the right to redeem, and to the owners of the property described below, all as provided by law and according to the terms and conditions of said Deed of Trust, expose to the public sale the following described property situate in said County of Adams, Colorado, to wit:

SEE ATTACHMENT

This sale was not conducted pursuant to a court order authorizing the bifurcated sale of agricultural real estate pursuant to the provisions of 38-37-104(2) and 38-39-102.5, C.R.S.

At said sale **JOHN L. APPELHANZ, JOHN J. APPELHANZ AND GLORIA J. APPELHANZ**, Purchaser(s) bid the sum of **$833,511.57** for said property, being the highest and best bid received therefore, the said property was struck off to the said purchaser(s) and that unless the same be sooner redeemed, the said purchaser(s) will be entitled to a deed for said property upon the expiration of the period or periods of redemption allowed by law to the owner(s), all subsequent lienors and persons entitled to redeem.

Executed in duplicate, **DECEMBER 20, 1989.**

Public Trustee of ADAMS COUNTY

PUBLIC TRUSTEE JUDITH A. KAHLE COUNTY OF ADAMS COLORADO

By _____
Deputy Public Trustee

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this **20TH** day of **DECEMBER, 1989**, by **JUDITH A. KAHLE** as the Public Trustee of the County of ADAMS, State of Colorado.

My notarial commission expires **AUGUST 13, 1993.**
Witness my hand and official seal.

Notary Public

B 9 2 0 8 5 2

ROBERT SACK
ADAMS COUNTY CLERK AND RECORDER

Dec 27 10 05 AM '89

35

907952

09289
KS44

GENERAL WARRANTY DEED

BOOK 3610 PAGE 689

CHERRYWOOD CORPORATION, a Colorado corporation ("Grantor"), with an address of 950 Wadsworth Street, Suite 200, Lakewood, Colorado 80215, for good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to DRACO REALTY CORPORATION, a Delaware corporation ("Grantee"), with an address of 1775 Sherman Street, Suite 2500, Denver, Colorado 80203, the real property located in the County of Adams, State of Colorado, and described in Exhibit A attached hereto and incorporated herein (the "Property") and made a part hereof by this reference, with all its appurtenances, and warrants the title to the same subject to the matters set forth on Exhibit B attached hereto.

This Deed is an absolute conveyance, free from all rights of redemption by Grantor and all persons claiming through or under it, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being a covenant as more particularly set forth in a Settlement Agreement (the "Settlement Agreement") dated as of September 1, 1989, between Grantor and Grant Street National Bank (in Liquidation) ("Grant Street") pertaining to the loans described in the Settlement Agreement.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than in the Settlement Agreement and this Deed between Grantor and Grantee with respect to the Property.

The Grantor and Grantee acknowledge and agree that this Deed shall not cancel, satisfy or pay the indebtedness owed by the Grantor to Grant Street except as specifically provided in the Settlement Agreement. It is the express intention of the Grantor and the Grantee that the interest of Grant Street as beneficiary under the Deed of Trust recorded March 1, 1984, in Book 2845 at Page 451, as amended (the "Deed of Trust") shall not merge with the fee ownership being acquired by the Grantee, but shall be and remain at all times separate and distinct. It is the intent of the parties that the lien of the Deed of Trust and the fee ownership in the Property being conveyed hereby shall be and remain at all times separate estates and that the lien of the Deed of Trust remain a valid and continuous lien on the Property subject only to a written and recorded release thereof by Grant Street.

OCT 10 2 20 PM '89

WILLIAM SORGI
COUNTY RECORDER
ADAMS COUNTY, COLO

B907952

35.00

MJS

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09289
KS44
BOOK 3610 PAGE 690

SIGNED this 28th day of September, 1989.

CHERRYWOOD CORPORATION, a
Colorado corporation

By: _____
Edward B. Sutton,
President

ATTEST:

_____
Clarke D. Carlson

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

The foregoing instrument was acknowledged before me this 2nd day of ~~September~~ October, 1989, by Edward B. Sutton as President and by Clarke D. Carlson as Vice President of CHERRYWOOD CORPORATION, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 12/23/91.

KAREN RAE SMITH NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

Recorded at _____ o'clock ____ M.,
Reception No. _____ Recorder.

BOOK 2910 PG 688

RECORDER'S STAMP

WILLIAM SCHOL
COUNTY RECORDER
ADAMS COUNTY, COLO.
Aug 27 10 00 AM '84

B524267

5241267

THIS DEED Made this 17th day of August, 19 84 between JOHN J. APPELHANZ, JOHN L. APPELHANZ and GLORIA J. APPELHANZ of the County of Adams and State of Colorado, of the first part, and CHERRYWOOD CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Colorado, of the second part: whose legal address is 165 Union Blvd.
Union Tower - Suite 380
Lakewood, Colorado 80228

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE MILLION THREE HUNDRED SEVENTY THREE THOUSAND NINE HUNDRED FORTY- - - DOLLARS to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Adams and State of Colorado, to wit:

The East One-Half of the Southeast One-Quarter of Section 24, Township 1, South, Range 68 West of the 6th P.M., Excepting that portion lying within the dedicated Rights-of-Way for Colorado Boulevard on the East and East 136th Avenue/South, on the County of Adams, State of Colorado, and Except the South 350 feet of the East 350 feet of the Southeast One-Quarter of Section 24, Township 1 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado; *Excepting that portion lying within the dedicated Rights-of-Way for Colorado Boulevard on the East and East 136th Avenue/South, on the, along with all mineral rights, including oil and gas rents and royalties.

*and further

approximately 76.33 acres, more or less, of vacant land at 136th and Colorado Boulevard together with all water and ditch rights/Grantor holds, if any, as to the afore-described property.

also known as street and number

Date: AUG 27 1984
Time: 13:37:39

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successor and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do 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 ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefensible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except general taxes for the year 1984 and subsequent years, and subject to exceptions as listed on Exhibit A attached and made a part hereof as if fully setforth herein.

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

John J. Appelhanz [SEAL]
John L. Appelhanz [SEAL]
Gloria J. Appelhanz [SEAL]

STATE OF COLORADO, } ss.
City and County of Denver

The foregoing instrument was acknowledged before me this 17th day of August 19 84, by John J. Appelhanz, John L. Appelhanz and Gloria J. Appelhanz

My commission expires June 1, 1988

WITNESS my hand and official seal.
Land Title Guarantee Company
3033 East 1st Avenue - Suite 600
Denver, Colorado 80206

Judith A. Kuchelmeister
Notary Public

NOTARY PUBLIC JUDITH A. KUCHELMEISTER STATE OF COLORADO

LAND TITLE

No. 152 WARRANTY DEED TO CORPORATION—For Photographic Record. 1-83

Bradford Publishing, 3825 W. 6th Ave., Lakewood, CO 80214 — (303) 233-6900

A147182

EXHIBIT "A"

1. Oil and Gas Lease between T.J. Daniel and Betty Daniel and T.E. Daniel and Dora Daniel, Lessor and Byron Oil Industries, Inc., Lessee recorded April 30, 1974 in Book 1927 at Page 335 and any and all assignments thereof or interest therein.

2. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent of record.

3. Right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent of record.

4. Existing farm lease for wheat to expire on a year to year basis.

11

21

524270

Recorded at _____ o'clock ____ M.
Reception No. _____ _____ Recorder.

BOOK 2910 PG 694

THIS DEED OF TRUST, Made this 17th day of August 19 84, between

CHERRYWOOD CORPORATION, a Colorado corporation

the grantor herein whose address is Union Tower, Suite 380, 165 Union Boulevard, Lakewood, Colorado County of Jefferson and State of Colorado, and the PUBLIC TRUSTEE of the County or City and County in which the property described below is situated, in the State of Colorado,

Witnesseth: The Grantor to secure its promissory note(s) bearing even date herewith, for the total principal sum of One Million Ninety-four Thousand Forty ($1,094,040.00) dollars, payable to the order of John L. Appelhanz, John J. Appelhanz and Gloria J. Appelhanz the beneficiary herein whose address is

5980 Monaco Street, Commerce City, Colorado after the date thereof, with interest thereon from the date thereof at the rate of 10.0 percent per annum, principal and interest payable in annual installments of $91,170.00 of principal plus interest to date on the unpaid principal balance at ten percent (10%) per annum with all sums due under the Note on or before August 17, 1992, and otherwise pursuant to the terms of said Note

does hereby grant and convey unto said Public Trustee the following described property, situate in the County of Adams, State of Colorado, to wit:

See attached Addendum A, /and A-1 incorporated herein by this reference

WILLIAM SCHOL
COUNTY RECORDER
ADAMS COUNTY, COLO.
AUG 27 10 40 AM '84

B524270

also known as street and number approximately 76.33 acres of vacant land located at 136th Avenue and Colorado Boulevard

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (note holder) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, he is seized of said property in fee simple, and that said property is free of encumbrances, except easements, restrictions, reservations of record or apparent and general real property taxes for the current year,

and that he will keep all buildings insured for fire and extended coverage in amount equal to the unpaid balance of said note with loss payable to the beneficiary, and will pay all taxes and assessments against said property and amounts due on prior encumbrances, and if he shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts so paid shall become additional indebtedness due hereunder; and in case of foreclosure, he will pay an attorney's fee of a reasonable sum.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder; and the grantor does hereby release and waive all claims in said property as a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by First Party without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Should any provision of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

Executed the day and year first above written.

CHERRYWOOD CORPORATION

SEAL

By Edward B. Sutton
Edward B. Sutton, President

STATE OF COLORADO,
City and County of Denver ss.

The foregoing instrument was acknowledged before me this 17th day of August, 1984, by Edward B. Sutton as President of Cherrywood Corporation.

My Commission expires 6/11/88
Witness my hand and official seal.

Judith A. Tucker
Notary Public

Address: 3033 E. 1st Avenue #200
Denver Colo 80206

No. 923-C Rev. '78 — DEED OF TRUST TO PUBLIC TRUSTEE. (Due on Sale Clause) — Short Form

Bradford Publishing, 5825 W. 6th Ave., Lakewood, CO 80214 — (303) 233-6900 — 4-82

LAND TITLE

A147182

12

Reception No. 132604 Recorder's BOOK 2237 PAGE 547

Recorded at o'clock M.

RECORDER'S STAMP

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.
MAY 10 3 32 PM '78

B132604

THIS DEED, Made this 10th day of May in 78, between Ted E. Daniel a/k/a T. E. Daniel, Dora Daniel a/k/a Dora E. Daniel and Teddy Joe Daniel a/k/a T. J. Daniel

of the County of Adams and State of Colorado, of the first part, and Gloria J. Appelhanz, John L. Appelhanz and John J. Appelhanz
Whose legal address is 5980 Monaco Street, Commerce City, Colorado 80022
of the County of Adams and State of Colorado, of the second part:

WITNESSETH, that the said part of the first part, for and in consideration of the sum of

One Hundred Sixty Thousand and no/100 ($160,000.00)---------- DOLLARS,

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

The East one half (½) of the
Southeast Quarter (SE¼) of
Section Twenty-four (24), Township
One (1) South, Range Sixty-eight
(68) West of the 6th Principal
Meridian
County of Adams
State of Colorado

Date 5-10-78
$ 16.00
State Doc. Fee

Together with all oil, gas and mineral rights appertaining thereto.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessment and encumbrances of whatever kind or nature soever.

EXCEPT General Taxes for 1978 and following years, easements, restrictions of record and public highways or roadways, if any, and subject to that certain oil and gas lease given to Byron Oil Industries, Inc., recorded April 30, 1974 in Book 1927 at Page 335 of the Adams County Records and reserving to the grantors**

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

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

Signed, Sealed and Delivered in the Presence of

Ted E Daniel d/b/a Ted T E Daniel [SEAL]
Ted E. Daniel a/k/a T. E. Daniel

Dora Daniel a/k/a Dora E Daniel [SEAL]
Dora Daniel a/k/a Dora E. Daniel

Teddy Joe Daniel a/k/a T. J. Daniel [SEAL]
Teddy Joe Daniel a/k/a T. J. Daniel

STATE OF COLORADO
County of Adams } ss.

The foregoing instrument was acknowledged before me this 10th day of May 1978, by Ted E. Daniel a/k/a T. E. Daniel, Dora Daniel a/k/a Dora E. Daniel and Teddy Joe Daniel a/k/a T. J. Daniel

My Commission Expires March 7, 1981. Witness my hand and official seal.

Notary Public

** 2/3 of their share of the 1978 growing crops.

13

Recorded at ..... o'clock ..... M.,
Reception No. 125641 Recorder 2226 PG. 165

B125641

WILLIAM SCHOL
COUNTY RECORDER
ADAMS COUNTY, COLO.
Mar 31 3 25 PM '78

THIS DEED, Made this 31st day of March, 1978,

between TED E. DANIEL and DORA DANIEL,

of the County of Adams and state of Colorado
Colorado, of the first part, and
TEDDY JOE DANIEL

whose legal address is Box 194, Eastlake, Colorado 80614

of the County of Adams and state of Colorado
Colorado, of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
love and affection -DOLLARS-
to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lot or parcel of land situate, lying and being in the County of Adams and State of Colorado, to wit:

Undivided one-half (1/2) interest in and to the East Half (E 1/2) of Southeast Quarter (SE 1/4) of Section twenty-four (24), Township One (1) South, Range Sixty-eight (68) West, but reserving and excepting therefrom all oil, gas, and mineral rights and all rights under leases pertaining thereto.

(No monetary consideration.)

also known as street and number

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, heirs and assigns forever.

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

Signed, Sealed and Delivered in the Presence of

Ted E. Daniel [SEAL]
Dora Daniel [SEAL]
[SEAL]
[SEAL]

STATE OF COLORADO,
County of Adams } ss.

The foregoing instrument was acknowledged before me this 31st day of March 1978, by Ted E. Daniel and Dora Daniel

My commission expires March 1, 1981. Witness my hand and official seal.

Iris L. Case
Notary Public

NOTARY PUBLIC STATE OF COLORADO

No. 933. QUIT CLAIM DEED.—Bradford Publishing Co., 1824-46 Steele Street, Denver, Colorado (573-5011)—8/77

Recorded at [illegible] o'clock [illegible] M. FEB 20 1961

Reception No. 1327113 [illegible] H. CARLSON Recorder BOOK 893 PAGE 596

RECORDER'S STAMP

This DEED, Made this 17th day of February in the year of our Lord one thousand nine hundred and Sixty-one between

TED E. DANIEL

of the City and County of Denver and State of Colorado, of the first part, and

TED E. DANIEL and DORA DANIEL

of the City and County of Denver 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

Ten and no/100 Dollars and other valuable considerations,

to the said party of the first part in hand paid by the said parties 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 parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lots or parcel of land, situate, lying and being in the County of Adams and State of Colorado, to-wit

The East One-half (E.½) of the Southeast One-quarter (S.E.¼) of Section Twenty-four (24), Township One (1) South, Range Sixty-eight (68) West;

(consideration less than $100.00)

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said party of the first part for himself his heirs, executors, and administrators does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents he 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 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 premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Signed, Sealed and Delivered in the Presence of

Ted E. Daniel (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO,
City and County Denver } ss.

The foregoing instrument was acknowledged before me this 17th day of February 1961, by Ted E. Daniel

My commission expires Sept. 2 1962 Witness my hand and official seal.

Notary Public

No. 921. WARRANTY DEED.—To Joint Tenants.—Bradford-Robinson Printing Company, 1924-30 Blake Street, Denver, Colorado

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, pursuant to Statutory Acknowledgment, Sec. 118-5-1 Colorado Revised Statutes 1953.

15

BOOK 433 PAGE 555

Recorded at 12:45 o'clock P.M. JAN 2 1952

Reception No. 380035 CLYDE L. MILLER Recorder.

THIS DEED, Made this thirty-first day of December in the year of our Lord one thousand nine hundred and fifty-one between

OPAL M. MILLER and EDWARD G. MILLER

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

[illegible] E. D'[illegible] and DORA [illegible]

of the County of Adams and State of Colorado, of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of

Ten Dollars and other good and valuable consideration DOLLARS

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

Corrected lot nineteen (19), Block nine (9), Brighton Park Addition to Brighton, Colorado, with all improvements thereon, known as 331 Bridge St., Brighton, Adams County, Colorado






TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, forever. And the said parties of the first part for themselves, their heirs, executors and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except and subject to First Deed of Trust payable to [illegible] and from as recorded in Book 129, Page 3, Adams County, Colorado

Also except 1951 general taxes, due and payable in [illegible] 1952

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

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hand S and seal, S the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Opal M. Miller (SEAL)

(SEAL)

Edward G. Miller (SEAL)

STATE OF COLORADO,

County of Adams } ss.

The foregoing instrument was acknowledged before me this thirty-first day of December A. D. 19 51, by Opal M. Miller and Edward G. Miller

My commission expires April 25, 1953 Witness my hand and official seal.

Charles S. Monichelli Notary Public.

No. 121. WARRANTY DEED—To Joint Tenants. The Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1646 Big'st St., Denver, Colo.

If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation naming it.—Statutory Acknowledgment, Revision 1951.

Recorded at 10 50 o'clock A M. DEC 13 1950 BOOK 409 PAGE 281
Reception No. 365617 CLYDE L. MILLER Recorder.

THIS INDENTURE, Made this 12th day of December in the year of our Lord One Thousand Nine Hundred and fifty between Wilmer H. Eppinger whose address is Route 1, Stockyards Sta., Denver, Colo County of Adams and State of Colorado, party of the first part, and the Public Trustee of the County of Adams in the State of Colorado, party of the second part, **WITNESSETH:**

THAT WHEREAS, the party of the first part has executed his one promissory note bearing even date herewith, for the principal sum of Five Thousand and no/100 - - - - - - (\$5,000.00) - - - - - - - - - Dollars payable to the order of Ted Daniel and Dora [illegible] Daniel, ten (10) years after date, with privilege to maker to pay any amount on principal at any time - after the date thereof, with interest thereon from date until maturity at the rate of five per cent per annum, interest payable annually. Interest to be charged on unpaid balance of principal.

AND WHEREAS, The said party of the first part is desirous of securing said promissory note

NOW THEREFORE, The said party of the first part for the purpose aforesaid, does hereby grant, bargain, sell and convey unto said Public Trustee the following described property, situate in the County of Adams and State of Colorado, to-wit:

The Southeast Quarter (SE¼) of Section Thirty-six (36), Township Two (2) South, Range Sixty-six (66) West of the 6th P.M., excepting mineral reservations of record and any easement and right of ways for roads and ditches, if any.

TO HAVE AND TO HOLD, The same together with all and singular the privileges and appurtenances thereunto belonging in trust nevertheless, that in case of default in the payment of said note or any of them or any part thereof or interest thereon, then upon the beneficiary hereunder filing notice and demand, it shall be lawful for said Public Trustee to sell said property in the manner provided by law for cash at public auction at the west front door of the Court House in the County of Adams in the State of Colorado, upon advertising notice of sale weekly, for not less than four weeks, in some newspaper of general circulation, and after the expiration of the time of redemption, to make and deliver to the purchaser or purchasers of his, her or their assigns, a deed or deeds of conveyance to the property sold, and out of the proceeds of such sale, after first paying and retaining all fees, charges and costs, and all money advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, to pay the principal and interest due on said note, rendering the overplus (if any) unto the said party of the first part, his legal representatives or assigns, and the said beneficiary may purchase said property or any part thereof;

And the said party of the first part for himself, his heirs, executors and administrators, covenants and agrees that at the time of the ensealing and delivery of these presents, he is well seized of the above described premises in fee simple, and that said property is free and clear of all liens and encumbrances whatsoever, except

and that he will keep all buildings insured for the insurable value thereof, with loss payable to said beneficiary, and will pay all taxes or assessments against said property, and any amounts due or becoming due on any prior encumbrance, and if a release be desired, the expense thereof, and in case of foreclosure, a reasonable attorney's fee;

And it is stipulated and agreed that in case of default in payment of principal or interest as aforesaid, or a breach of any of the covenants or agreements herein, then said principal sum hereby secured and interest thereon may at the option of said beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to said beneficiary;

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

WITNESS:

Wilmer H. Eppinger (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO,
County of Adams } ss.

The foregoing instrument was acknowledged before me this 12th day of December, 1950 by Wilmer H. Eppinger.

WITNESS my hand and official seal.
My commission expires April 2, 1954.

Clifford J. [illegible]
Notary Public.

CLIFFORD J. [illegible] NOTARY PUBLIC ADAMS COUNTY COLORADO

No. 923-A. DEED OF TRUST TO PUBLIC TRUSTEE.—Short Form.
—The Bradford-Robinson Ptg. Co.; Mfrs. Robinson's Legal Blanks, 1846 Stout St., Denver, Colo.

17

Recorded at 1:10 o'clock P. M. SEP 21 1950 BOOK 403 PAGE 419

Reception No. 362514 CLYDE L. MILLER Recorder.

KNOW ALL MEN BY THESE PRESENTS, That Whereas, T. E. Daniel and Dora Daniel of the County of Adams in the State of Colorado, by their certain DEED OF TRUST dated the 14 day of April A. D. 1949, and duly recorded in the office of the County Clerk and Recorder of the County of Adams in the State of Colorado, on the 19 day of April A. D. 1949, in book 373 of said Adams County records, on page 184, conveyed to the Public Trustee in said County of Adams, certain real estate in said Deed of Trust described, in trust, to secure to the order of Ada Pease the payment of the indebtedness mentioned therein.

AND WHEREAS, Said indebtedness has been paid and the purposes of said trust have been fully satisfied.

NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, and in further consideration of the sum of Two Dollars to me in hand paid, the receipt whereof is hereby acknowledged, I, as the Public Trustee in said County of Adams do hereby remise, release and quit claim unto the present owner or owners of said real estate and unto the heirs, successors and assigns of said owner or owners forever, all the right, title and interest, which I have in and to the said real estate, as said Public Trustee in said Deed of Trust mentioned, and more particularly described as follows, to wit:

West One Half (½) of the Southeast Quarter (¼) of Section 24, Township 1 South Range 68 West Except roads And ditch rights of way now existing, together with ½ share of the Capital Stock of the Farmer's Highline Canal and Reservoir Company, and ½ share of the Signal Ditch Company and all other water and ditch rights appertaining to said land.

EXAMINED AND CANCELED

situate, lying and being in the County of Adams and State of Colorado.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the privileges and appurtenances thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be solely and fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal, this 21st. day of September A. D. 19 50.

(SEAL)
As the Public Trustee in said County of Adams

The Public Trustee in said County of Adams

Please execute this release, the indebtedness secured by the above mentioned Deed of Trust having been fully paid.

Ada M. Pease
The legal holder of the indebtedness secured by said Deed of Trust.

STATE OF COLORADO, } ss.
County of Adams

The foregoing instrument was acknowledged before me this 21st. day of September A. D. 19 50 by Ben F. Tiler as the Public Trustee in said County of Adams Colorado.

Witness my hand and Official Seal.

My Commission expires May 25, 1953.

Notary Public.

No. 938. RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE.
—The Bradford-Robinson Ptg. Co., Mrs. Robinson's Legal Blanks, 1546 Stout St., Denver, Colo.

Book 502 PAGE 376

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, T. E. DANIEL and DORA DANIEL of the County of Adams, in the State of Colorado, by a certain DEED OF TRUST dated the 19th day of September A. D. 19 50, and duly recorded in the office of the County Clerk and Recorder of the County of Adams, in the State of Colorado, on the 21st day of September A. D. 1950, in book 403 of said Adams County records, on page 421, conveyed to the Public Trustee in said County of Adams, certain real estate in said Deed of Trust described, in trust to secure to the order of ADA PEASE the payment of the indebtedness mentioned therein.

AND, WHEREAS, Said indebtedness has been paid and the purposes of said trust have been fully satisfied;

NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, and in further consideration of the sum of Two Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, I, as the Public Trustee in said County of Adams, do hereby remise, release and quit-claim unto the present owner or owners of said real estate and unto the heirs, successors and assigns of said owner or owners forever, all the right, title and interest which I have in and to the said real estate, as such Public Trustee, in said Deed of Trust mentioned; and more particularly described as follows, to-wit:

West One Half (½) of the Southeast Quarter (¼) of Section 24, Township 1 South-Range 68 West except roads and ditch rights of way now existing, together with ½ share of the Capital Stock of the Farmer's Highline Canal and Reservoir Company, and ½ share of the Signal Ditch Company and all other water and ditch rights appertaining to said land, and the E½ of SE¼ of Section 24, Township 1 South, Range 68 West.

DEED of TRUST and NOTES EXHIBITED and CANCELED

situate, lying and being in the County of Adams and State of Colorado.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the privileges and appurtenances thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

Witness my hand and seal, this 23rd. day of June, A. D. 19 54

Ben H. Tyler (SEAL)
As the Public Trustee in said County of Adams

STATE OF COLORADO,
County of Adams } ss.

The foregoing instrument was acknowledged before me this 23rd. day of June, A. D. 1954, by Ben H. Tyler as the Public Trustee in said County of Adams, Colorado.

Witness my hand and Official Seal.

My Commission expires May 18, 1957.

Blanche Carpenter
Notary Public.

The Public Trustee in said County of Adams

Please execute this release, the indebtedness secured by the above mentioned Deed of Trust having been fully paid.

x Ada Pease
The legal holder of the indebtedness secured by said Deed of Trust.

No. 915. RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE.
Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1516-18 Stout St., Denver, Colo.

SECTION C

Index to Oil and Gas Leases

1. Oil and Gas Lease between T.J. Daniel and Betty Daniel, husband and wife; and T.E. Daniel and Dora Daniel, husband and wife AND Byron Oil Industries, Inc., of Chesterfield, Missouri (Bk: 1927, Pgs: 335-337).

2. Oil and Gas Lease between T.J. Daniel, and T.E. Daniel and Dora Daniel, husband and wife AND Ray O. Brownlie (Bk: 1927, Pg: 338).

3. Adams County records reflecting a Lease of Grantors Dora Daniel, T.J. Daniel, Betty Daniel and T.E. Daniel in Book 1994, Page 619. However, Book 1994, Page 619 appears to be a map, possibly a surveyor's map. Most numbers are unreadable. It is difficult to ascertain what this map represents since the record reflects the document as a Lease.

4. Oil and Gas Lease between North Colorado Boulevard Land Associates and North Washington Land Associates AND Byron Oil Industries, Inc. (Bk: 1936, Pg. 451).

1

No. 950C. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado—11-72
FORM 88 UNIT—WYO.-COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 25th day of April, 19 74, by and between T. J. Daniel and Betty Daniel, husband and wife; and T. E. Daniel and Dora Daniel, husband and wife,

party of the first part, hereinafter called lessor (whether one or more) and Byron Oil Industries, Inc., of Chesterfield, Missouri, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of — Ten and more — Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Adams County, State of Colorado, to wit: Southeast quarter of Section 24, Township 1 South, Range 68 West, 6th P.M., and containing 160 acres, more or less, the intent being to include all of Lessors lands and interests in said Southeast quarter of said Section 24.

Lessee shall pay Lessor a minimum of $1,000 for all damages from oil operations. Each well drilled on said lands holds the 80 acre tract on which located. (Each 80 acres to consist of 2, contiguous 40 acre tracts running north & south). Unless a second well is commenced on said lands within one year from date of completion of first well drilled, the undrilled 80 acre tract reverts to Lessor.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~[illegible]~~ 15 months from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom, or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor as royalty, one-eighth (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold it shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before 9 months from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before ~~[illegible]~~ 9 months from this date, pay or tender to the lessor or for the lessor's credit in The Broomfield Bank at Broomfield, Colorado or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of — Five hundred — Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well ~~[illegible]~~ 6 months ~~[illegible]~~ date. ~~[illegible]~~ And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraph hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.
Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the terms of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the lease premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designated in writing in a recordable instrument to be filed with the lessee a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for all purposes of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee. MD.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises. And no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to any one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessors.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

x T. E. Daniel

x T. J. Daniel

x Dora Daniel

x Betty Daniel

ACKNOWLEDGMENT

STATE OF .....
County of ..... } ss.

On this ..... day of ....., 19....., before me personally appeared.....
.....to me known to be the person.....described in and who executed
the foregoing instrument and acknowledged that.....executed the same as.....free act and deed.

Given under my hand and seal this.....day of....., 19.....

My Commission Expires. ..... Notary Public.

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Colorado
County of ADAMS } ss.

On this 25th day of April, 19 74, before me personally appeared T.J. & Betty Daniel, wife & T.E. & Dora Daniel, wife to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this x 25th day of April, 19 74.

My Commission Expires x My Commission expires Dec 20, 1974 x M. A. Degenhart Notary Public.

MONTANA ACKNOWLEDGMENT

STATE OF .....
County of ..... } ss.

On this ..... day of ....., 19....., before me.....
a notary public, personally appeared.....
.....
Known to me to be the person..... whose name.....subscribed to the within instrument, and acknowledged to me that.....
executed the same.

Witness my hand and official seal.

My Commission Expires.....Notary Public within and for the State of.....
Residing at .....

COLORADO ACKNOWLEDGMENT

STATE OF .....
County of ..... } ss.

The foregoing instrument was acknowledged before me this.....day of.....19.....by
.....

Witness my hand and official seal.

My Commission Expires..... Notary Public.

P. O. .....

A039388

WILLIAM SONOL
COUNTY RECORDER
ADAMS COUNTY, COLO.
APR 30 2 54 PM '74

39388

No.....

OIL AND GAS LEASE

FROM

T. J. Daniel & Betty Daniel, his wife; and T. E. Daniel & Dora Daniel, his wife

TO

Byron Oil Industries, Inc.

State of ..... } ss.
..... County }

This instrument was filed for record on the .....day of....., 19.....
at.....o'clock, ...M., and duly recorded in Book.....Page....., of the records of this office.

County Clerk—Register of Deeds.

By ..... Deputy.

When recorded return to
Byron Oil Industries, Inc.
15991 Trowbridge Road
Chesterfield, Missouri 63017

Phone: 314/391-8770

SUPPLEMENT TO OIL AND GAS LEASE

BETWEEN

T. J. DANIEL AND BETTY DANIEL,

and T. E. DANIEL AND DORA DANIEL

THIS Oil and Gas Lease executed between the parties named on page one is made with a full understanding and disclosure between the parties that a previous lease affecting the same property was entered into on the 22nd day of January, 1974, between T. J. Daniel and T. E. Daniel and Dora Daniel, and Ray O. Brownlie, 1420 Lincoln Tower Building, Denver, Colorado, 80203, which is attached as Exhibit A to this contract.

It is the understanding made in good faith by the lessors that the aforementioned lease attached as Exhibit A has expired and, therefore, is a nullity at the date and time of creating this new lease.

If in any event the prior lease agreement attached as Exhibit A should continue in effect this new lease dated the 25th day of April, 1974, is subject to the prior lease.

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Form 8N
(With Pooling Clause)

OIL AND GAS LEASE

EXHIBIT "A" page 1

Agreement Made and entered into the 22nd day of January, 19 74

by and between T. J. Daniel, and T. E. Daniel and Dora Daniel, husband and wife,

BOOK 1927 PAGE 338

whose mailing address is Box 194, Eastlake, Colorado 80614, hereinafter called

Lessor (whether one or more), and Ray O. Brownlie, 1420 Lincoln Tower Building,

Denver, Colorado 80203, hereinafter called Lessee:

WITNESSETH: That the said lessor, for and in consideration of Ten and None---------- Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil and gas, and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Adams, State of Colorado, described as follows, to-wit:

TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6th P.M.
Section 24: SE/4

of Section 24 Township 1 S Range 68 W and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of one (1) years from this date, and as long thereafter as oil or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom, provided that on gas sold at the well the royalty shall be 1/8 of the amount realized from such sale, said payments to be made monthly. Where gas from a well capable of producing gas, condensate, or any gaseous substance, and/or a well classified as a gas well by any governmental authority is not sold or used, lessee may pay or tender as royalty One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lease during the period such well is shut-in, to the royalty owners or to the royalty owners' credit in the rental depository bank hereinafter designated. If such payment or tender is made, it will be considered that gas is being produced in paying quantities under all provisions of this lease.

S/2 of Sec. 24, T 1 S: R 68 W

If no well be commenced on said land, or on acreage pooled therewith as hereinafter provided, on or before the 22nd day of April, 19 74, this lease shall terminate as to both parties, ~~unless the lessee shall on or before that date pay or tender~~ ~~to the lessor or to the lessor's credit in the Bank at~~ ~~or its successors, which shall continue as the depository regardless of changes in the ownership of said~~ ~~dollars~~ land, the sum of ~~which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner~~ ~~and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.~~ ~~All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.~~ ~~It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when~~ ~~said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.~~

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, or on acreage pooled therewith, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in effect so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than thirty (30) days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as such production continues.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled closer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned - and the privilege of assigning in whole or in part is expressly allowed - the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land, or assignments of rental or royalties shall be binding on the lessee until 30 days after the lessee has been furnished with certified copies of instruments of title designing title from lessor, and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

Lessee may at any time execute and deliver to lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:

T. J. Daniel — (T. J. Daniel)

T. E. Daniel — (T. E. Daniel)

Dora Daniel — (Dora Daniel)

EXHIBIT "A" Page 1

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Instrument # Prev 1975010081177 Next

Document Navigation by Pages:
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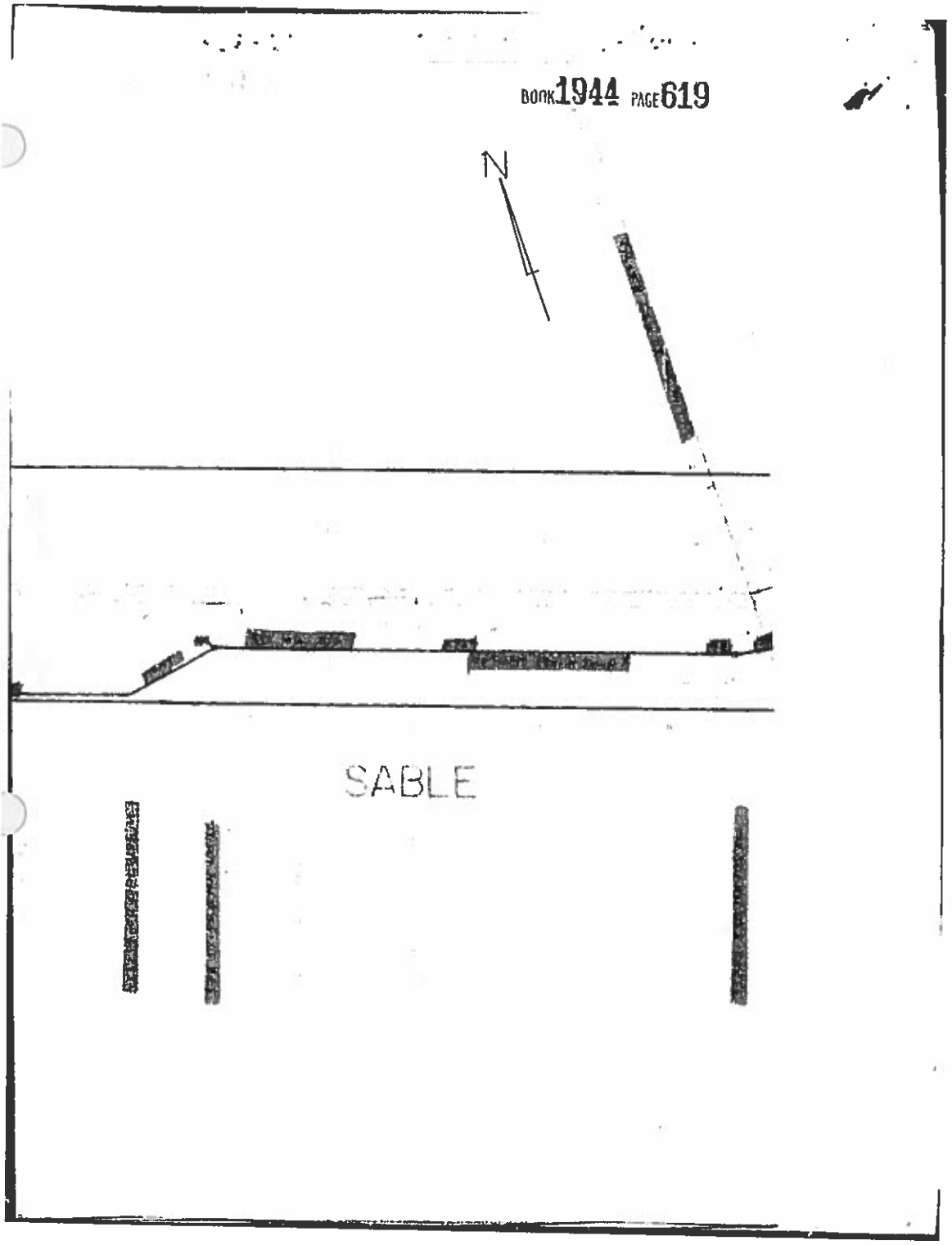
Booktype: Real Estate

Book: 1994 Page: 619 Jump To

Document Type:	(LS) LEASE
Record Date :	5/16/1975 10:45:00 AM
Grantor:	DANIEL DORA () DANIEL T J () DANIEL BETTY () DANIEL T E ()
Grantee:	BYRON OIL INDUSTRIES INC ()
Book Type:	RE
Book / Page:	1994 / 619
# of Pages:	1
Optional Comment	19750516010081177
Legal:	Other SE4 24 1 68*

Note: Empty fields are not shown
Direct External Link to this Document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No. 950C.—Bradford
FORM 88 UNIT—W' JUN 17 8 05 AM '74 Colorado 11-72

BOOK 1936 PAGE 451

45023

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of June 1974, by and between NORTH COLORADO BOULEVARD LAND ASSOCIATES, of Denver, Colorado, AND NORTH WASHINGTON LAND ASSOCIATES, party of the first part, hereinafter called lessor (whether one or more) and BYRON OIL INDUSTRIES, INC., of Chesterfield, Missouri, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, XXXX XXXXXXX laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, XXXXXXXXXXXXXXX the following described land in Adams County, State of Colorado, to-wit: All of Section 13 and all of Section 23, Township 1 South, Range 68 West, 6th P.M., containing 1280 acres, more or less, the intent being to include all of Lessors' lands and interests in said Sections 13 and 23.

See RIDER attached, which by this reference is incorporated herein as if fully set out herein.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of XXXXXX two XXXXXXXXX XX years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal XXXXX 18.0% XX part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such XXXXXXX 18.0% royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, XXXXXXX 18.0% of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessee to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense. See Rider.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of 18.0%XXXXXXX of the market value, at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit XX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXX at Denver, Colorado XXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX the sum of Twelve Hundred and Eighty Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by lessor, lessee shall bury his pipe lines XXXXXXXXX not less than 4 feet below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.
Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the lease premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designated in writing in a recordable instrument to be filed with the lessee a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to N. B. Trenton or his order as authorized agent for Lessor, one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

NORTH WASHINGTON LAND ASSOCIATES, AND
NORTH COLORADO BOULEVARD ASSOCIATES, Lessor
By N. B. Trenton
Authorized Agent

BYRON OIL INDUSTRIES, INC., Lessee
By Alan J. Byron
Its President

SECTION D

Index to Maps

1. Adams County Assessor's Parcel Maps.
2. Adams County Assessor's aerial map with concerned Properties highlighted.
3. Copies of maps provided by Steven Lindblom.

1

Map It!

Adams County Assessor
Parcel Map

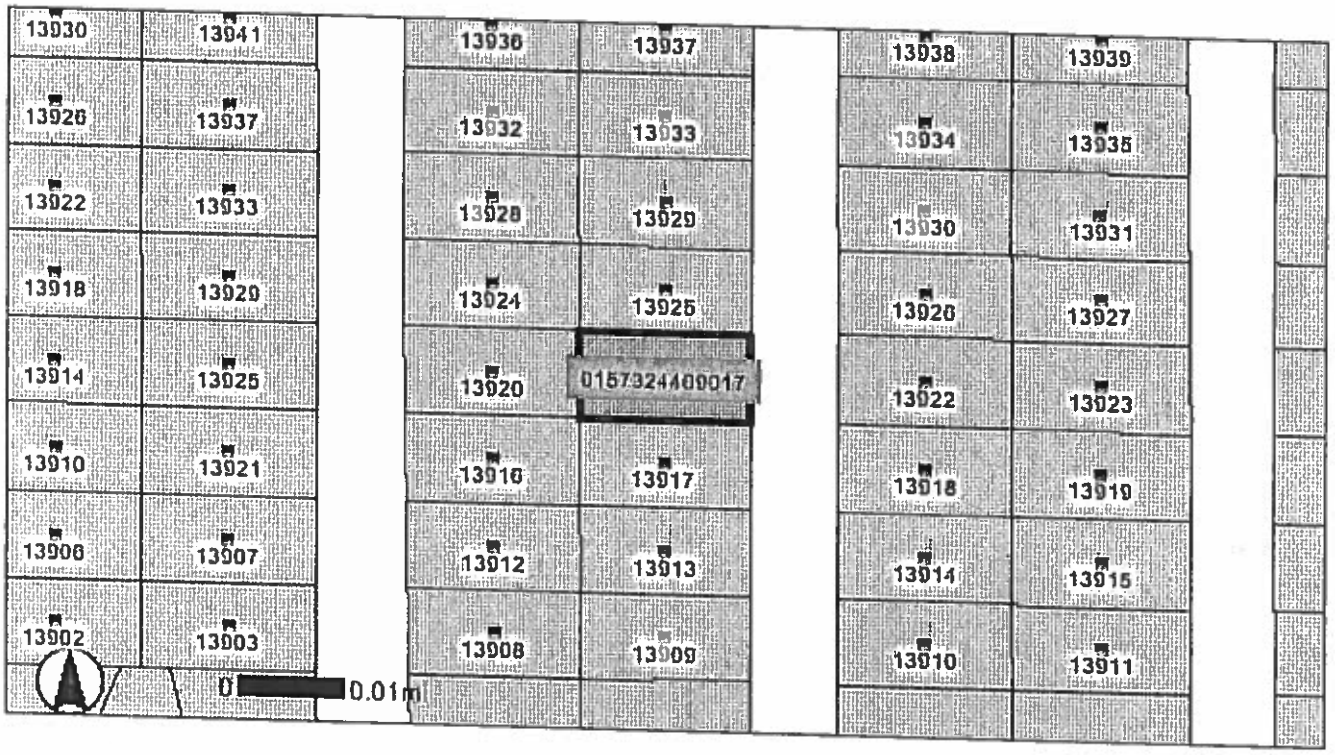
Parcel Number: 0157324409017

Owners Name and Address:
KENNEDY THOMAS J

13921 JACKSON STREET
THORNTON CO 80602

Property Address:

13921 JACKSON ST
THORNTON CO



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Map It!

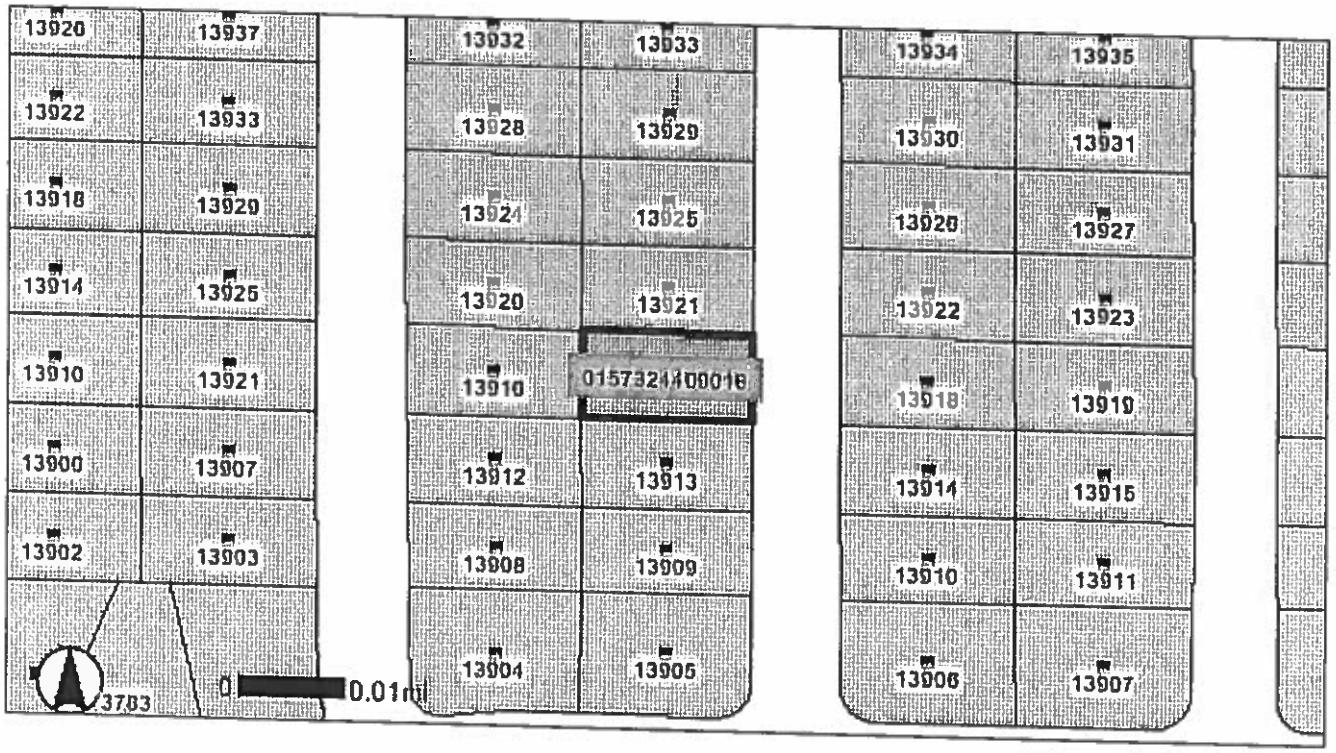
Adams County Assessor
Parcel Map

Parcel Number: 0157324409016

Owners Name and Address:
WESEMAN MARK A AND
MIN-WESEMAN BYONG JU
5817 FOX RIDGE COURT
BROOMFIELD CO 80020

Property Address:

13917 JACKSON ST
THORNTON CO



Map It!

Adams County Assessor
Parcel Map

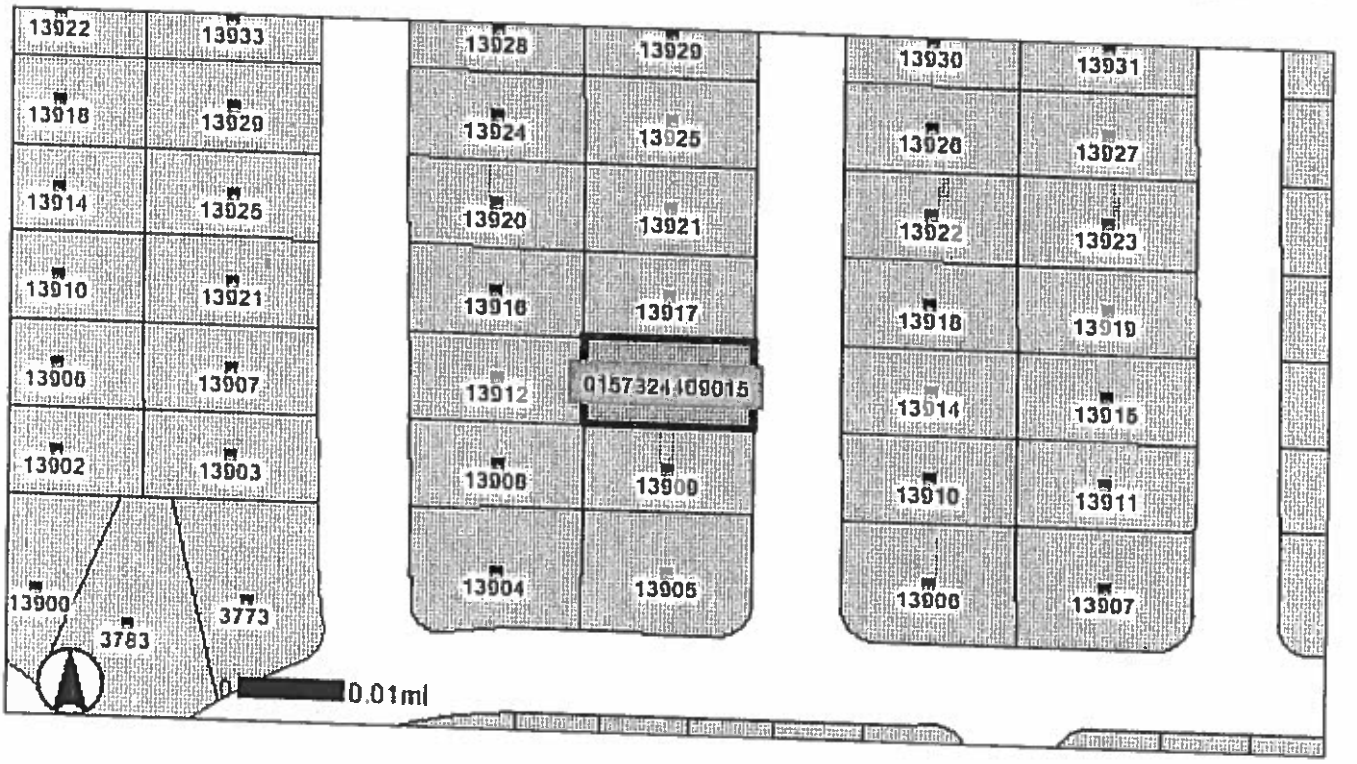
Parcel Number: 0157324409015

Owners Name and Address:
DOWLING DAWN M

13913 JACKSON STREET
THORNTON CO 80602

Property Address:

13913 JACKSON ST
THORNTON CO



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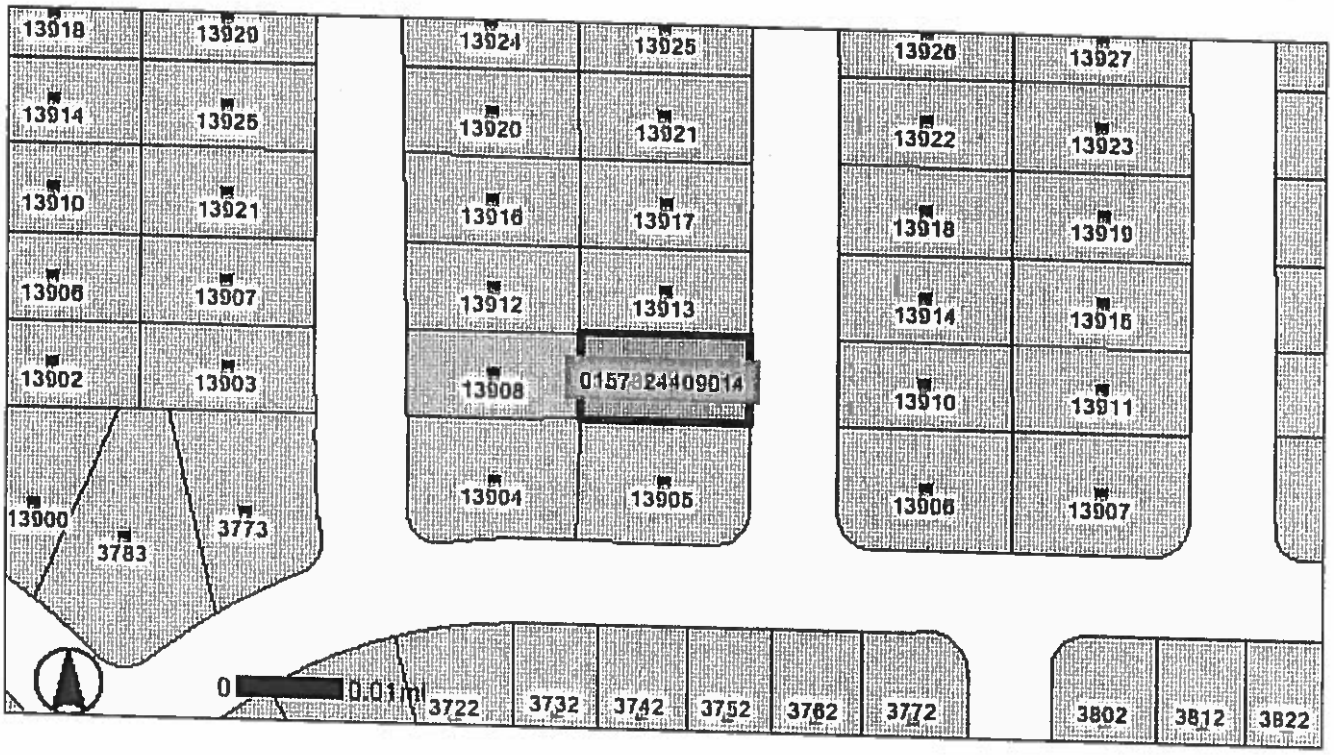
Adams County Assessor
Parcel Map

Parcel Number: 0157324409014

Owners Name and Address:
WISNIOWSKI TOMASZ AND
WISNIOWSKA ANNA
13909 JACKSON STREET
THORNTON CO 80602

Property Address:

13909 JACKSON ST
THORNTON CO



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Adams County Assessor
Parcel Map

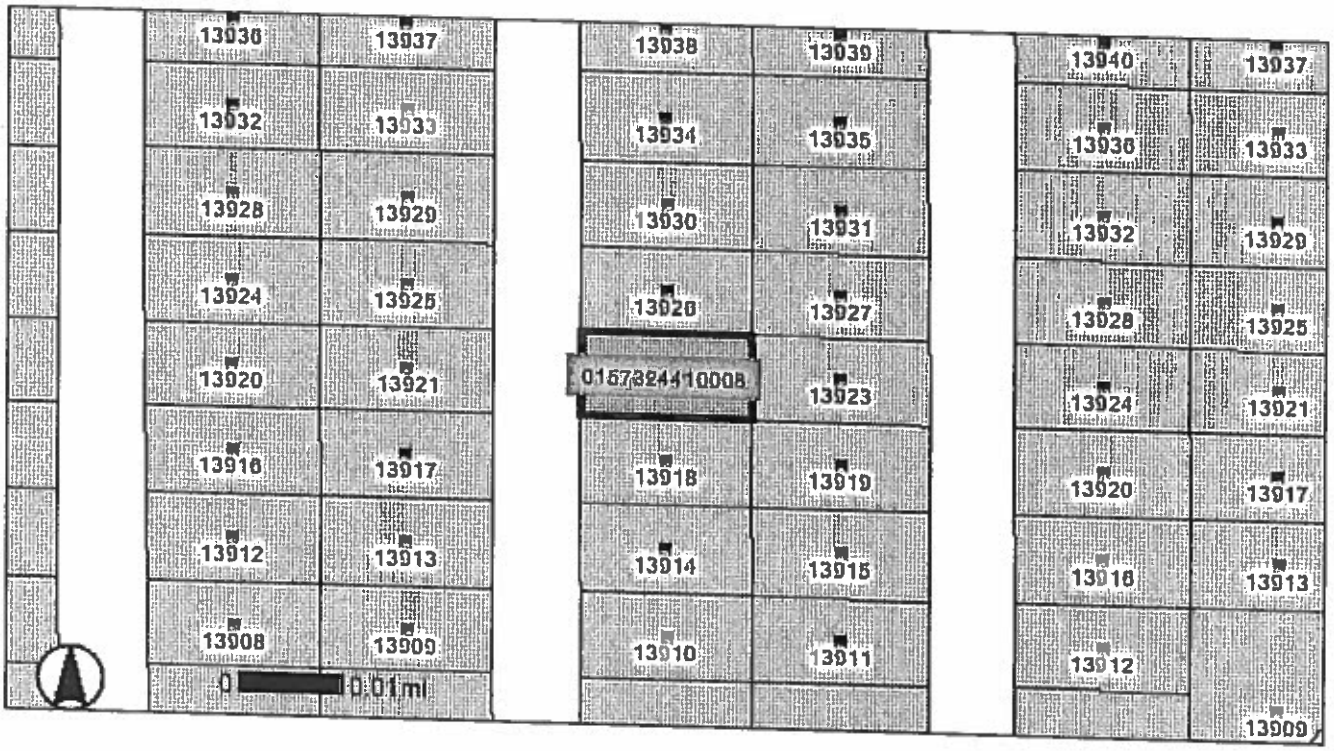
Parcel Number: 0157324410008

Owners Name and Address:
BELINA BRADLEY R

13922 JACKSON STREET
THORNTON CO 80602

Property Address:

13922 JACKSON ST
THORNTON CO



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Adams County Assessor
Parcel Map

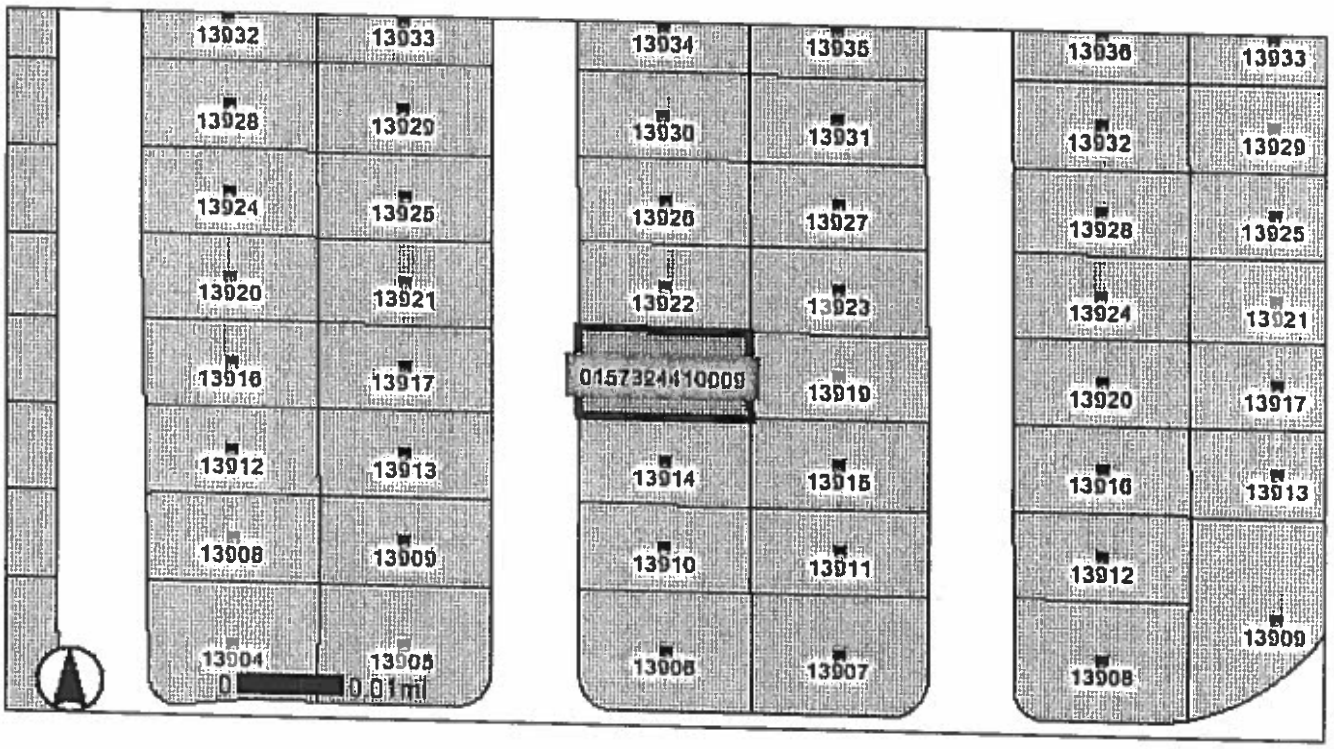
Parcel Number: 0157324410009

Owners Name and Address:
VCG PROPERTIES III LLC

1725 UNIVERSITY DRIVE SUITE 450
CORAL SPRINGS FL 33071

Property Address:

13918 JACKSON ST
THORNTON CO



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Adams County Assessor
Parcel Map

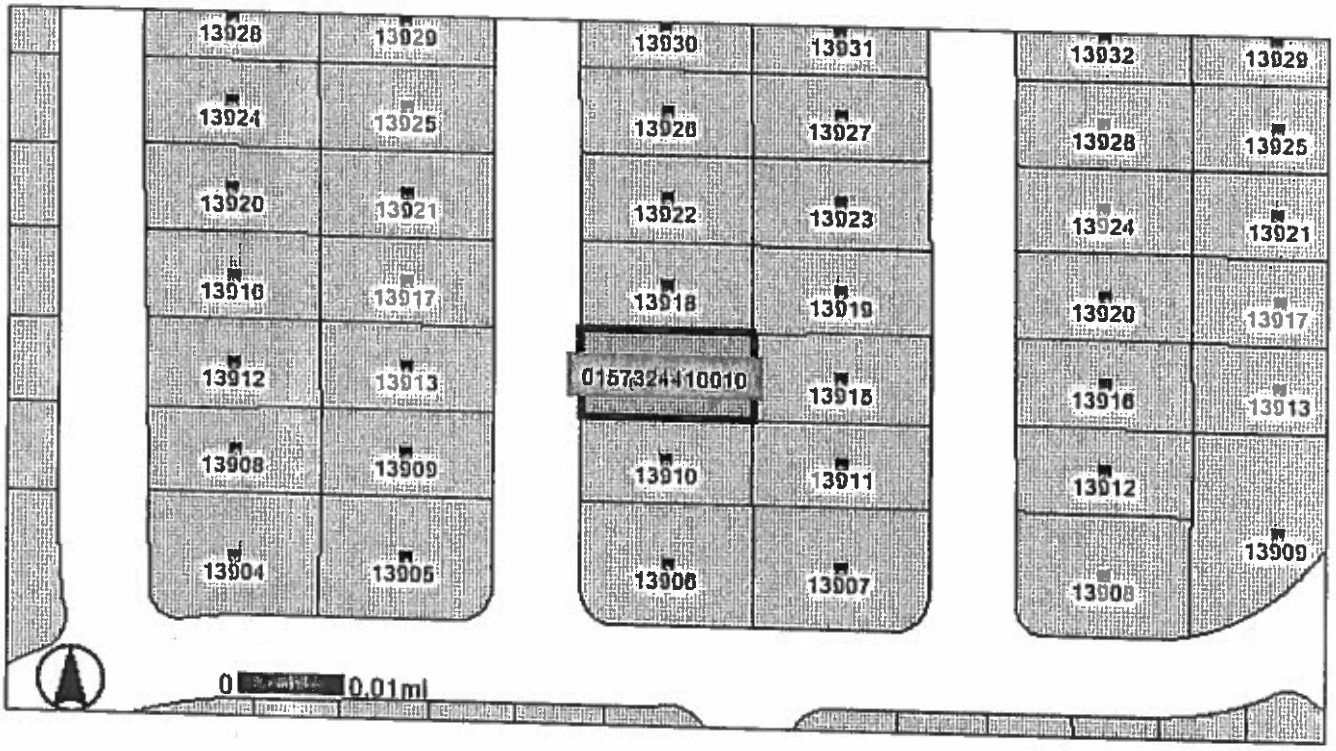
Parcel Number: 0157324410010

Owners Name and Address:
PYTEL MICHAEL D

13914 JACKSON STREET
THORNTON CO 80602

Property Address:

13914 JACKSON ST
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

Adams County Assessor
Parcel Map

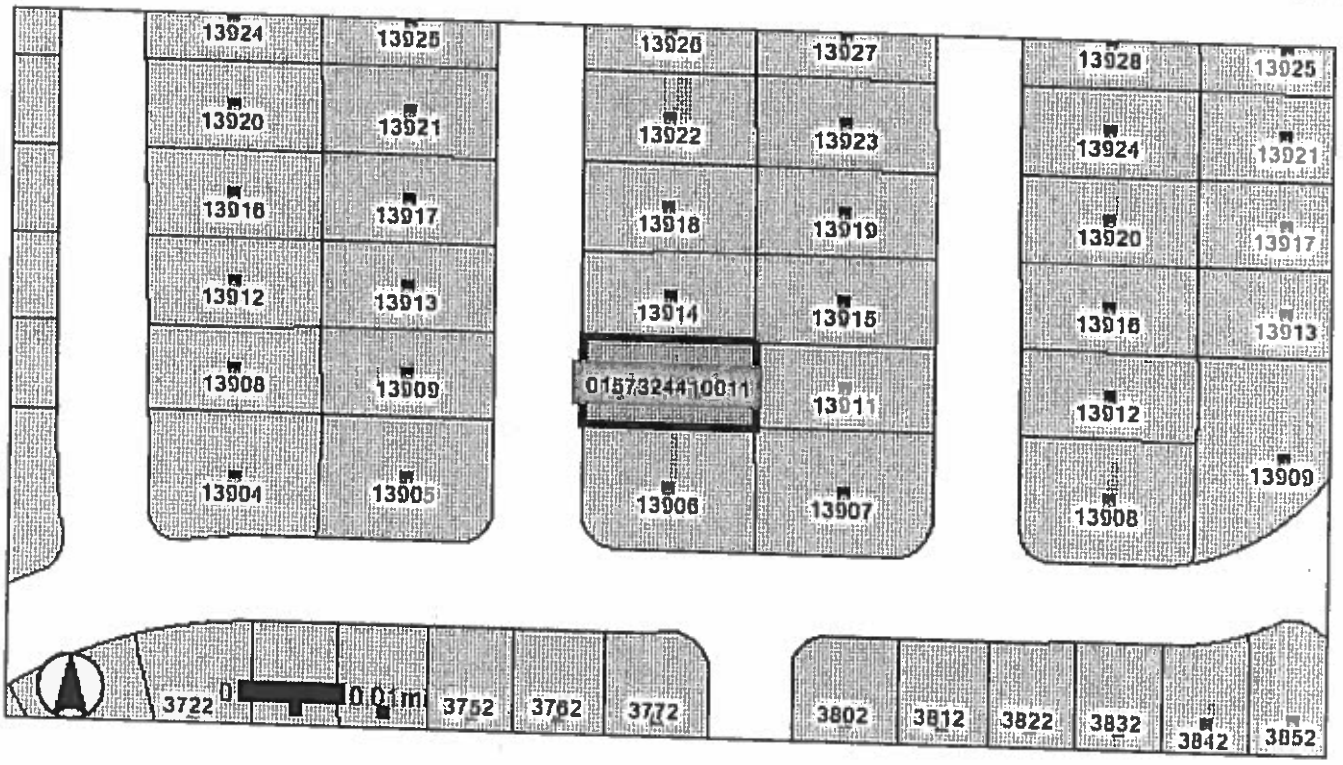
Parcel Number: 0157324410011

Owners Name and Address:
GRAM ADRIAN

13910 JACKSON STREET
THORNTON CO 80602

Property Address:

13910 JACKSON ST
THORNTON CO



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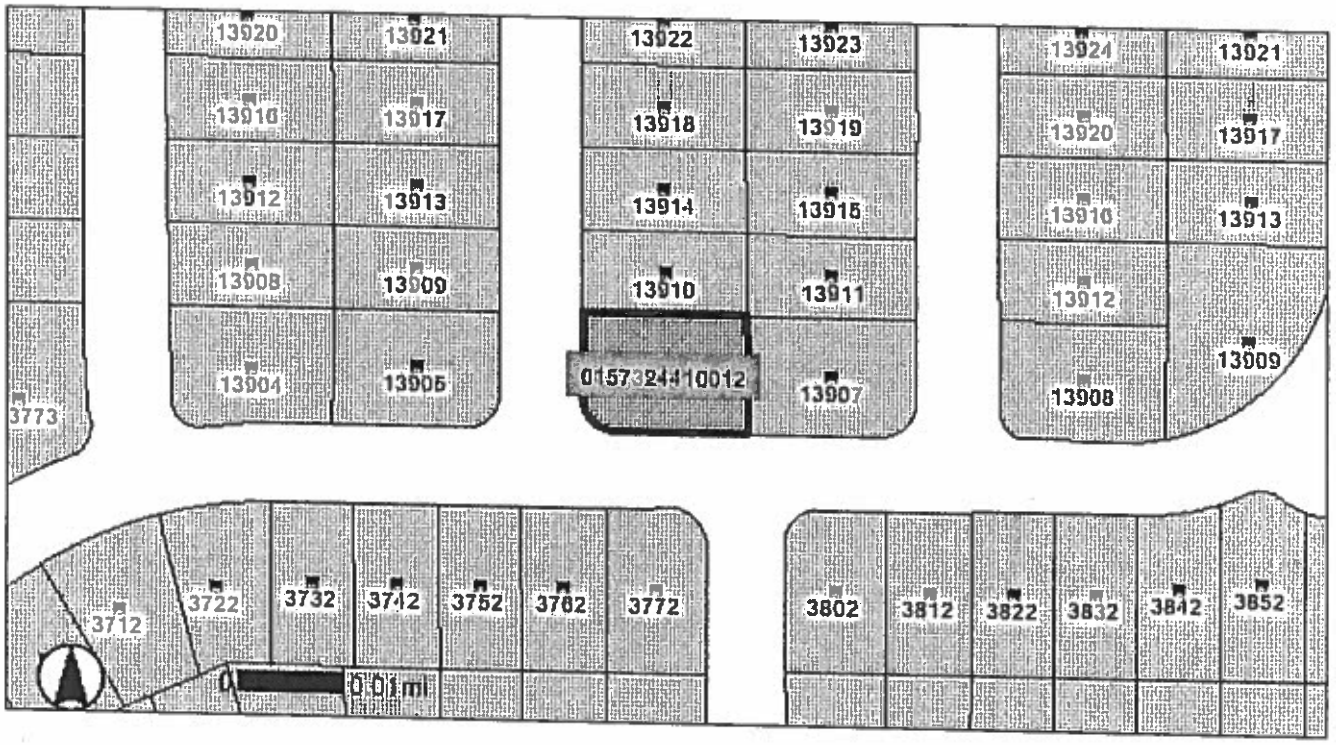
Adams County Assessor
Parcel Map

Parcel Number: 0157324410012

Owners Name and Address:
DEKRUIF MARY I AND
LEFEVER CHARLES A
13906 JACKSON STREET
THORNTON CO 80602

Property Address:

13906 JACKSON ST
THORNTON CO



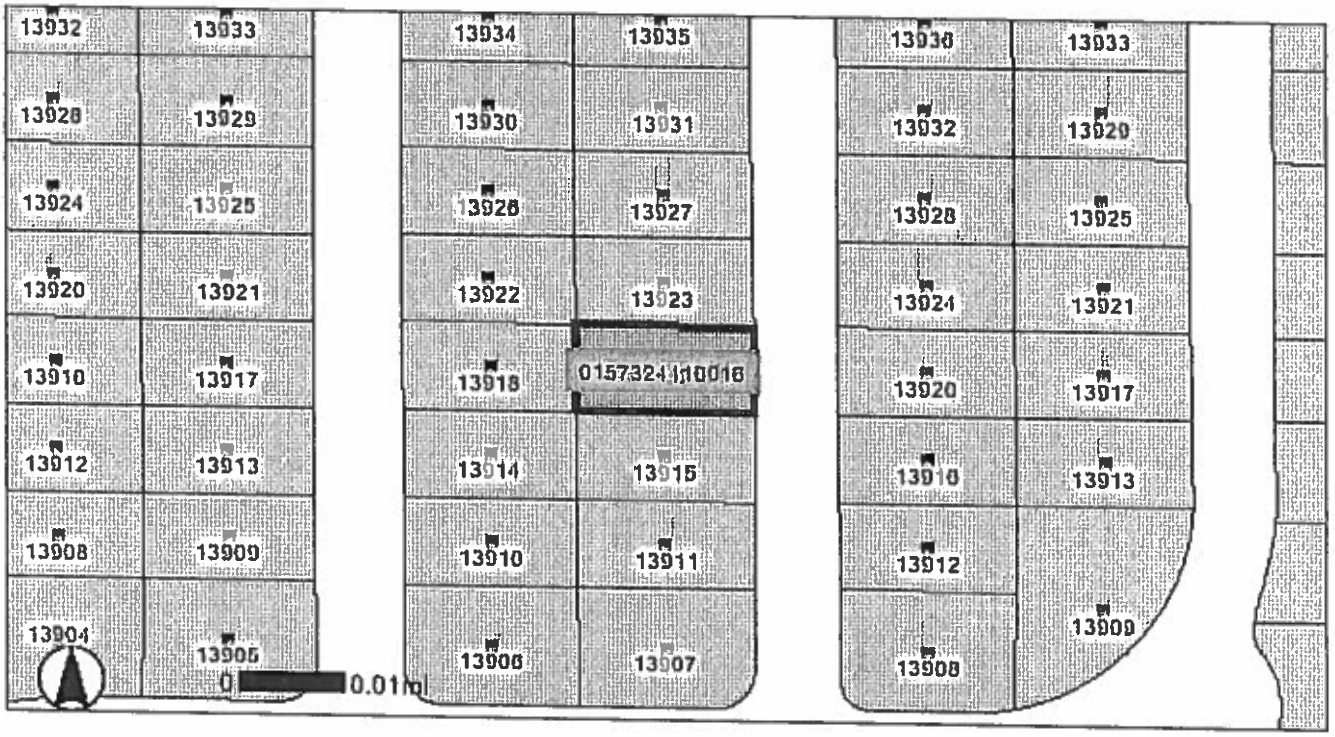
Adams County Assessor
Parcel Map

Parcel Number: 0157324410016

Owners Name and Address:
LOVIN MICHAEL D AND
LOVIN LEANNE M
13919 HARRISON DRIVE
THORNTON CO 80602

Property Address:

13919 HARRISON DR
THORNTON CO



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Adams County Assessor
Parcel Map

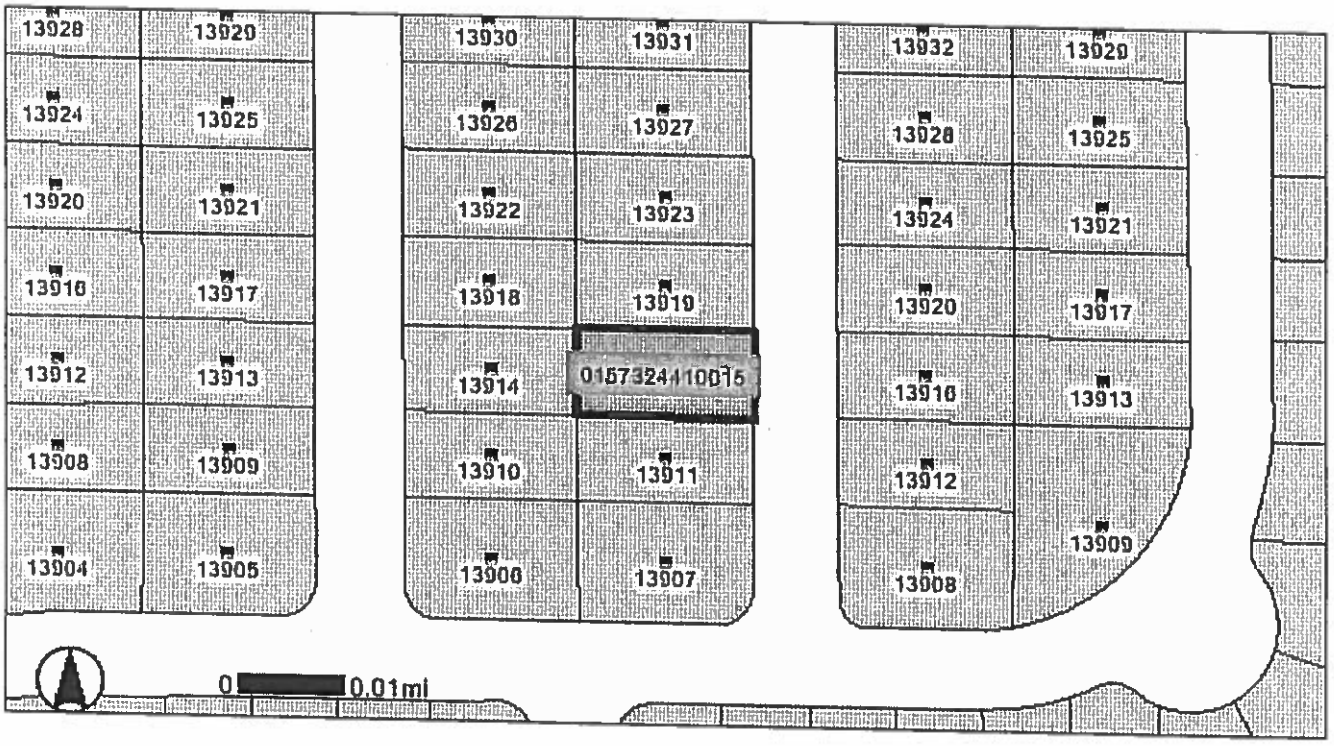
Parcel Number: 0157324410015

Owners Name and Address:
PENN RANDALL L

13915 HARRISON DRIVE
BRIGHTON CO 80602

Property Address:

13915 HARRISON DR
THORNTON CO



Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data.

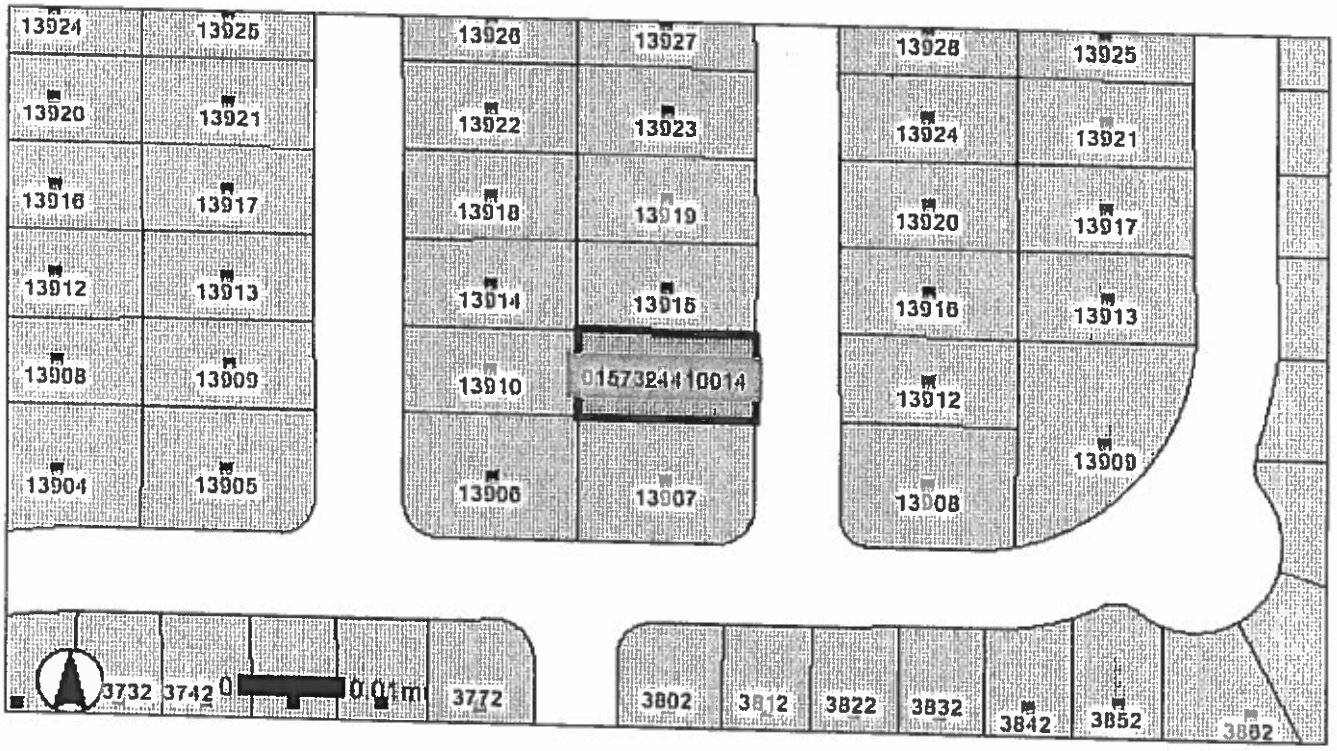
Adams County Assessor
Parcel Map

Parcel Number: 0157324410014

Owners Name and Address:
MARCK JEFFREY A AND
MARCK CASSANDRA
13911 HARRISON DRIVE
THORNTON CO 80602

Property Address:

13911 HARRISON DR
THORNTON CO



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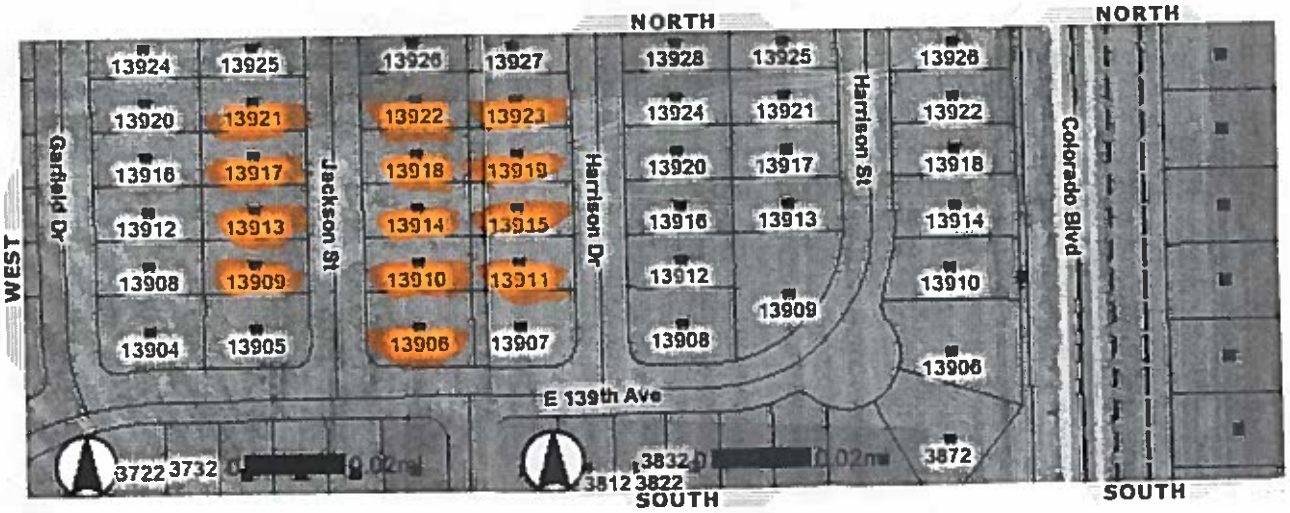
2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SOUTH
SOUTH

3

STATE OF COLORADO
OIL & GAS
CONSERVATION COMMISSION

DEPARTMENT OF NATURAL RESOURCES
Bill Ritter, Jr., Governor
1120 Lincoln St., Suite 801
Denver, CO 80203
Phone: (303) 894-2100
FAX: (303) 894-2109
www.oil-gas.state.co.us

Print - Close Window

Image URL	http://www.terraserver.com/imagery/image_usgs.asp?cpx=-104.94300046&cpy=39.94858509&usgs_res=9&provider_id=210
Image Provider	USGS Urban Areas
Resolution	0.5 Meter
Image Date	4/24/2002
Latitude	
Longitude	

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JACKSON ST
HARRISON DR
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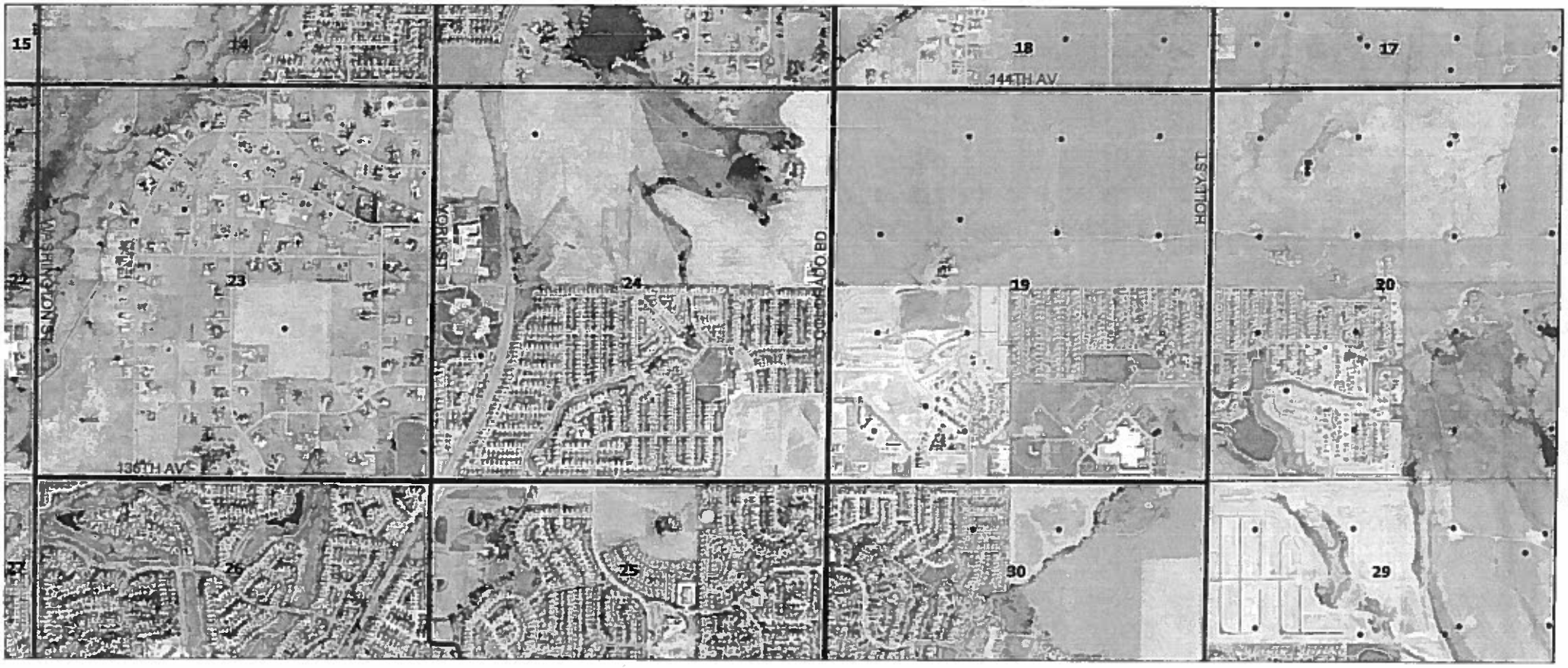
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WASHINGTON ST
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YORK ST
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COLORADO BD
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1ST ATTICH
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136TH AV
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For this Record...
History & Documents
View Trade names
Cert of Good Standing
File Document
Email Notification

Business Home
Business Information
Business Search

FAQs
Glossary

Summary

ID Number:	19931144585
Name:	MELODY HOMES, INC.
Registered Agent:	THE CORPORATION COMPANY
Registered Agent Street Address:	1675 BROADWAY, #1200, DENVER, CO 80202, United States
Registered Agent Mailing Address:	
Principal Office Street Address:	7600 East Orchard Rd, #350S, Greenwood Village, CO 80111, United States
Principal Office Mailing Address:	301 Commerce St., Suite 500, Fort Worth, TX 76102, United States
Status:	Good Standing
Form:	Foreign Corporation
Jurisdiction:	Delaware
Formation Date:	12/30/1993
Term of Duration:	Perpetual
Annual Report Month:	December

You may:

- View History and Documents
- View Trade names
- Obtain Certificate of Good Standing
- File a Document
- Set Up Email Notification

Previous Page

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Colorado Secretary of State
Date and Time: 01/19/2006 12:51 PM
Entity Id: 19931144585

Document number: 20061029648

Document processing fee	
If document is filed on paper	$100.00
If document is filed electronically	**$ 10.00**
Late fee if entity is in delinquent status	
If document is filed on paper	$ 50.00
If document is filed electronically	$ 20.00

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To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.
Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Annual Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 19931144585

Entity name: MELODY HOMES, INC.

Jurisdiction under the law of which the entity was formed or registered: Delaware

You must complete line 1.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

1. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Miars (*Last*) Linda (*First*) (*Middle*) (*Suffix*)

301 Commerce St., #500
(Street name and number or Post Office Box information)

Fort Worth (*City*) TX (*State*) 76102 (*Postal/Zip Code*)

(*Province – if applicable*) (*Country – if not US*)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ *and include an attachment stating the name and address of such individuals.)*

☐ **Mark the box if information requested below is current in the records of the Secretary of State OR complete Questions 2 through 7.**

2. Principal office street address: 11031 SHERIDAN BLVD
(Street name and number)

WESTMINISTER — *(City)* CO — *(State)* 80020 — *(Postal/Zip Code)*

(Province – if applicable) United States — *(Country – if not US)*

3. Principal office mailing address: (if different from above) 301 Commerce St.
(Street name and number or Post Office Box information)

Suite 500

Fort Worth — *(City)* TX — *(State)* 76102 — *(Postal/Zip Code)*

(Province – if applicable) United States — *(Country – if not US)*

4. Registered agent name: (if an individual) _____ *(Last)* _____ *(First)* _____ *(Middle)* _____ *(Suffix)*

OR (if a business organization) THE CORPORATION COMPANY

5. The person identified above as registered agent has consented to being so appointed.

6. Registered agent street address: 1675 BROADWAY, #1200
(Street name and number)

DENVER — *(City)* CO — *(State)* 80202 — *(Postal/Zip Code)*

7. Registered agent mailing address: (if different from above)
(Street name and number or Post Office Box information)

(City) *(State)* *(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

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This "image" is merely a display of information that was filed electronically. It is not an image that was created by optically scanning a paper document.

No such paper document was filed. Consequently, no copy of a paper document is available regarding this document.

Questions? Contact the Business Division. For contact information, please visit the Secretary of State's web site.

For this Record...
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Email Notification

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Business Information
Business Search

FAQs
Glossary

Summary

ID Number:	19871056117
Name:	BYRON OIL INDUSTRIES, INC.
Registered Agent:	THE CORPORATION COMPANY
Registered Agent Street Address:	1675 Broadway Ste 1200, Denver, CO 80202, United States
Registered Agent Mailing Address:	
Principal Office Street Address:	154 CLARKSON EXECUTIVE PARK, BALLWIN , MO 63011, United States
Principal Office Mailing Address:	
Status:	Good Standing
Form:	Foreign Corporation
Jurisdiction:	Missouri
Formation Date:	06/05/1974
Term of Duration:	Perpetual
Annual Report Month:	June

You may:

- View History and Documents
- Obtain Certificate of Good Standing
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- Set Up Email Notification

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Colorado Secretary of State
Date and Time: 06/20/2006 10:05 AM
Id Number: 19871056117

Document number: 20061252521

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If document is filed on paper	$100.00
If document is filed electronically	$ 10.00
Late fee if entity is in noncompliant status	
If document is filed on paper	$ 50.00
If document is filed electronically	$ 20.00

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To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.
Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Annual Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 19871056117

Entity name: BYRON OIL INDUSTRIES, INC.

Jurisdiction under the law of which the entity was formed or registered: Missouri

You must complete line 1.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

1. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Byron (*Last*) Richard (*First*) (*Middle*) Mr. (*Suffix*)

1026 Carole Lane
(Street name and number or Post Office Box information)

Ellisville (*City*) MO (*State*) 63021 (*Postal/Zip Code*)

(*Province – if applicable*) (*Country – if not US*)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ *and include an attachment stating the name and address of such individuals.)*

☐ **Mark the box if** information requested below is current in the records of the Secretary of State **OR** complete Questions 2 through 7.

2. Principal office street address: 154 CLARKSON EXECUTIVE PARK
(Street name and number)

BALLWIN *(City)* MO *(State)* 63011 *(Postal/Zip Code)*

(Province – if applicable) United States *(Country – if not US)*

3. Principal office mailing address: (if different from above)
(Street name and number or Post Office Box information)

(City) *(State)* *(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

4. Registered agent name: (if an individual)
(Last) *(First)* *(Middle)* *(Suffix)*

OR (if a business organization) THE CORPORATION COMPANY

5. The person identified above as registered agent has consented to being so appointed.

6. Registered agent street address: 1675 BROADWAY
(Street name and number)

DENVER *(City)* CO *(State)* 80202 *(Postal/Zip Code)*

7. Registered agent mailing address: (if different from above)
(Street name and number or Post Office Box information)

(City) *(State)* *(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

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Missouri Secretary of State, Robin Carnahan

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Search
- By Business Name
- By Charter Number
- By Registered Agent
- For New Corporations
  Verify
- Verify Certification
  Annual Report
- File Online
  File Fictitious Name Registration
- File Online
  File LLC Registration
- File Online
  Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents

Filed Documents

Date: 7/12/2007 (Click above to view filed documents that are available.)

Business Name History

Name	Name Type
BYRON OIL INDUSTRIES, INC.	Legal

General Business - Domestic - Information

Charter Number:	00167158
Status:	Good Standing
Entity Creation Date:	2/19/1974
State of Business.:	MO
Expiration Date:	Perpetual
Last Annual Report Filed Date:	3/22/2007
Last Annual Report Filed:	2006
Annual Report Month:	October

Registered Agent

Agent Name:	RICHARD BYRON
Office Address:	154 CLARKSON EXECUTIVE PARK BALLWIN MO 63011
Mailing Address:	

636- 391- 8770

Robin Carnahan Secretary of State
2006 ANNUAL REGISTRATION REPORT
BUSINESS

File Number: 200708190638
00167158
Date Filed: 03/22/2007
Robin Carnahan
Secretary of State

REPORT DUE BY: **01/31/2007**

ANNU
October

00167158
BYRON OIL INDUSTRIES, INC.
RICHARD BYRON
154 CLARKSON EXECUTIVE PARK
BALLWIN, MO 63011

1 **PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:**
154 Clarkson Executive Park (Required)
STREET
Ballwin, MO **63011**
CITY/STATE ZIP

2 **If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.**
☐ The new registered agent _____
IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.
☐ The new registered office address _____
Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

3

OFFICERS — A

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). (MUST LIST PRESIDENT AND SECRETARY BELOW)

PRES **Richard Byron** **(Required)**
STREET/RT **1026 Carole Lane**
CITY/STATE/ZIP **Ellisville, MO 63021**
V-PRES .....
STREET/RT .....
CITY/STATE/ZIP _____
SEC'Y **Richard Byron** **(Required)**
STREET/RT **1026 Carole Lane**
CITY/STATE/ZIP **Ellisville, MO 63021**
TREAS .....
STREET/RT .....
CITY/STATE/ZIP _____

BOARD OF DIRECTORS — B

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME **Betty J. Byron** **(Required)**
STREET/RT **15991 Trowbridge Road**
CITY/STATE/ZIP **Chesterfield, MO 63017**
NAME .....
STREET/RT .....
CITY/STATE/ZIP _____
NAME .....
STREET/RT .....
CITY/STATE/ZIP _____
NAME .....
STREET/RT .....
CITY/STATE/ZIP _____

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here **Richard Byron** (Required)

Please print name and title of signer: **Richard Byron** / **Secretary**
NAME TITLE

REGISTRATION REPORT FEE IS:
___ $20.00 If filed on or before 1/31
___ $35.00 If filed on or before 2/28
___ $50.00 If filed on or before 3/31
___ $65.00 If filed on or before 4/30

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL) _____

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO DIRECTOR OF REVENUE

RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO THE SECRETARY OF STATE - P.O. BOX 1366, JEFFERSON CITY, MO 65102

SECTION G

Physical Inspection of Properties

A physical inspection was done on the properties in question. The subdivision was built approximately 2001 – 2002. One of the properties, located at 13906 Jackson Street, is currently for sale for $229,000.00.

The properties were in very good repair/maintenance. There were "control valves" located in the front yards of 13906, 13910, 13918, 13922 Jackson Street.

13906 is presently for sale.

A school is in the immediate area on E. 139th Avenue and Garfield.

13906 JACKSON STREET

Great Home In Fabulous Community!

Located on a large corner lot this home has beautiful mountain views. The side yard feature as great a 12 x 12 patio ideal for entertaining. Interior features upgraded maple cabinets, maple floors, & stainless appliances. The floor plan is open & inviting with a large living room & fire place in the family room. The open basement awaits with room to grow or great for extra storage. Take a stroll to the Elementary School, park, & playground or less than a 10-minute walk to the New King Soopers. With convenient shopping, restaurants & outdoor fun, all this & more located in the Suburbs of Thornton, Colorado. Cherrywood Park is also located near a New shopping Center being built off of I-25; some stores are already open others are coming soon; Macy's, JC Penny's and AMC Theater to name a few. Thorncreek Golf Course is only 5 minutes down the road and don't forget the quick commute to downtown Denver 15 - 25 minutes depending on traffic. Call to see today… you won't be disappointed.

- 3 Bedrooms / 2 Baths
- Large Master Bedroom
- Large Family Room
- Open Floor Plan
- Formal Living Room
- Air Conditioning
- Stainless Appliances
- Covered Front Patio
- Sprinkler System
- 12 x 12 Patio on Side Yard
- 2 Car Garage
- Tri-level with Open Basement
- and much more…

$229,000

Call: Kristen M. Miller
For An Appointment Today!

www.APerfectInvestment.com

Direct: (303) 503-9823
kristen@century21.com

Century 21
Metro Alliance

The information contained herein is deemed reliable, however is not guaranteed
*Buyer to verify Square Feet.

MLS

SECTION H

Recommendations

According to the Secretary of State's office, permits/reports must be obtained for plugging abandoned wells. SOS advised that there should be production reports, temporary abandonment permits, change of operator reports, plugged well reports...

The State of Colorado has jurisdictional authority and gives permission and authorization to keep track of wells from birth to death.

The Oil and Gas Leases for Operator, Byron Oil Industries, encompass substantial amounts of acreage (160 acres). It is difficult to ascertain the exact location where the well was drilled. Obtaining all the documents relating to the parcels from a Title Search Company may disclose further information on the location of the wells.

It may be obvious to find a well if the land was, for example, farm land, where you may find a marking sticking out of the ground. In this case, homes are built on the Property

Surveying the property may not be a workable option. A surveyor could be used if evidence of the exact position of the well is disclosed through other means.

A concern is that oil or gas sources when not "profitable", wells are then abandoned. The abandonment phase includes plugging wells, removing infrastructure, and, in theory, properly returning the land back to the condition that existed before full field development. Instead, many companies just walk away from uneconomic wells by selling them to under-capitalized corporations near the end of the profitable stages of the life cycle of the well. These orphan wells become the responsibility of the federal government. Without obtaining information regarding abandoned wells and if there was any production, it is difficult to ascertain what measures were taken to plug the well.

Possibly checking with a State Engineer's approval to the Developer in question.