



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

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

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

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

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

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

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

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

Please mark which application you are applying for:

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

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

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

a. Name: AJET VENTURES

Mailing Address: 45045 W Hwy 50, Canon City

Telephone Number: 303-419-6782 Facsimile Number: \_\_\_\_\_

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

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

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

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

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

c. Consulting Firm Name: CORNERSTONE LAND SURV.

Mailing Address: 1022 Pkwy, Canon City, CO 81212

Telephone Number: 719-275-8881 Facsimile Number: \_\_\_\_\_

Email Address: CSURVEYING696@GMAIL.COM

2. The proposed plat title is RGR BLA

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

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

5. Ratification:

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

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

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

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

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

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

8. A submittal fee of \$ \_\_\_\_\_ is attached to this application (Check # \_\_\_\_\_  cash)

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

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

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

a. Property "a" Owner Signature Ty Seuffer Date 3.18.24

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

**Required Attachments:**

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

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

**Transmittal Information**

Date: 04/19/2024  
File No: 973COR  
Property Address: 45045 U.S. Highway 50  
R042912; R042911; R036670, Canon City, CO 81212  
Buyer/Borrower: AJET Ventures, LLC, a Colorado limited liability company  
Seller:

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

<b>Escrow Officer:</b> <b>Not Applicable</b> <b>Core Title Group LLC</b> <b>831 Royal Gorge Blvd Suite 325</b> <b>Canon City, CO 81212</b> <b>Phone: 719-602-8640</b>	<b>Corey Canterbury</b> <b>Core Title Group LLC</b> <b>831 Royal Gorge Blvd Suite 325</b> <b>Canon City, CO 81212</b> <b>Phone: 719-602-8640</b>
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E-Mail:  
Processor:  
E-Mail: LPlank@coretitlegroupllc.com

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Copies Sent to:

**Buyer:**  
AJET Ventures, LLC, a Colorado limited liability company  
45045 W. US Highway 50  
Canon City, CO 81212

**Seller:**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**  
**Email:**

**Phone: Fax:**  
**Attn:**  
**Email:**

# Core Title Group LLC

831 Royal Gorge Blvd Suite 325, Canon City, CO 81212

Phone: 719-602-8640 Fax: 719-602-8641

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

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

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

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

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

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

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

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

### SCHEDULE B-SECTION 1:

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

### SCHEDULE B-SECTION 2:

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



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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Core Title Group LLC

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



By: Mary O'Donnell - President

Attest: Donald A. Berube - Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

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**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

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

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## CONDITIONS AND STIPULATIONS

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

## STANDARD EXCEPTIONS

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

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

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

File No: 973COR  
Amendment No: 973COR

**SCHEDULE A**

1. Commitment Date: **April 15, 2024, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **AJET Ventures, LLC, a Colorado limited liability company**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

***To Be Determined***

Total:	\$	550.00
	\$	550.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in:  
**AJET Ventures, LLC, a Colorado limited liability company**

5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**  
For Informational Purposes Only: **45045 U.S. Highway 50**  
**R042912; R042911; R036670, Canon City, CO 81212**  
APN: R042912 et. al

Countersigned  
Core Title Group LLC

By: 

C. Canterbury

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File No.: 973COR

EXHIBIT A

The Land is described as follows:

**PARCEL A:**

**A PARCEL OF LAND LOCATED IN THE SE 1/4 NW 1/4 AND IN THE SW 1/4 NE 1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:**

**COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SE 1/4 NW 1/4 FROM WHICH THE SW CORNER OF THE NW 1/4 OF SAID SECTION 10 BEARS SOUTH 88°55'10" WEST A DISTANCE OF 1951.55 FEET;  
THENCE LEAVING SAID SOUTH LINE, NORTH 00°26'21" WEST PARALLEL WITH THE EAST LINE OF SAID SE 1/4 NW 1/4 A DISTANCE OF 113.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50, SAID POINT BEING THE TRUE POINT OF BEGINNING;  
THENCE PROCEEDING AROUND THE BOUNDARY OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, NORTH 00°26'21" WEST A DISTANCE OF 498.66 FEET;  
THENCE SOUTH 84°54'42" EAST A DISTANCE OF 893.23 FEET;  
THENCE SOUTH 00°03'48" EAST A DISTANCE OF 402.62 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 50;  
THENCE SOUTH 88°54'51" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 886.49 FEET TO THE TRUE POINT OF BEGINNING.**

**BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50 ADJACENT TO THE DESCRIBED PARCEL, AS MONUMENTED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TAKEN AS NORTH 88°54'51" EAST.**

**LESS THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED MARCH 9, 2000 UNDER RECEPTION NO. 711390 DESCRIBED AS FOLLOWS:**

**A PARCEL OF LAND LOCATED IN THE SE 1/4 NW 1/4 AND IN THE SW 1/4 NE 1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:**

**COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SE 1/4 NW 1/4 FROM WHICH THE SW CORNER OF THE NW 1/4 OF SAID SECTION 10 BEARS SOUTH 88°55'00" WEST A DISTANCE OF 1951.55 FEET;  
THENCE LEAVING SAID SOUTH LINE, NORTH 00°26'21" WEST PARALLEL WITH THE EAST LINE OF**

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SAID SE 1/4 NW 1/4 A DISTANCE OF 113.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50;

THENCE NORTH 88°54'51" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 611.49 FEET TO THE TRUE POINT OF BEGINNING.

THENCE PROCEEDING AROUND THE BOUNDARY OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, NORTH 00°26'21" WEST WITH A DISTANCE OF 432.59 FEET;

THENCE SOUTH 84°54'42" EAST A DISTANCE OF 278.92 FEET;

THENCE SOUTH 00°03'48" EAST A DISTANCE OF 402.62 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 50;

THENCE SOUTH 88°54'51" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 275.00 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50 ADJACENT TO THE DESCRIBED PARCEL, AS MONUMENTED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TAKEN AS NORTH 88°54'51" EAST.

**PARCEL B:**

A PARCEL OF LAND IN THE NW 1/4 AND THE NE 1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS S 89°59'41" W A DISTANCE OF 2169.28 FEET;

THENCE SOUTH 05°42'34" W A DISTANCE OF 2045.91 FEET;

THENCE S 02°05'32" E A DISTANCE OF 75.11 FEET;

THENCE SOUTH 85°15'03" E A DISTANCE OF 850.50 FEET;

THENCE N 00°45'44" W A DISTANCE OF 2053.78 FEET;

THENCE N78°21'26" W A DISTANCE OF 632.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 30 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NW 1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, BEING 15 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS N 00°53'07" W A DISTANCE OF 1332.91 FEET;

THENCE N 36°14'23" E ALONG SAID CENTERLINE A DISTANCE OF 248.09 FEET;

THENCE S 80°50'22" E ALONG SAID CENTERLINE A DISTANCE OF 205.99 FEET;

THENCE N 32°32'56" E ALONG SAID CENTERLINE A DISTANCE OF 295.77 FEET;

THENCE S 89°56'55" E ALONG SAID CENTERLINE A DISTANCE OF 1543.66 FEET TO INTERSECT THE WEST LINE OF PROPERTY DESCRIBED ABOVE, SAID INTERSECTION BEING THE TERMINUS OF SAID EASEMENT.

**PARCEL C:**

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 10 AND THE SW 1/4 OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS S 89°59'41" W A DISTANCE OF 2169.28 FEET;

THENCE S 05°42'34" W A DISTANCE OF 2045.91 FEET;

THENCE S 88°29'37" W A DISTANCE OF 405.60 FEET;

THENCE N 01°11'22" W A DISTANCE OF 1075.47 FEET;

THENCE S 89°56'41" W D DISTANCE OF 300.00 FEET;

THENCE N 00°00'00" W A DISTANCE OF 1172.48 FEET;

THENCE N 25°43'37" E A DISTANCE OF 610.51 FEET;

**THENCE S 78°08'55" E A DISTANCE OF 771.56 FEET;  
THENCE S 11°33'43" W A DISTANCE OF 598.28 FEET;  
THENCE S 78°21'26" E A DISTANCE OF 32.05 FEET TO THE POINT OF BEGINNING.**

**TOGETHER WITH AND SUBJECT TO AND RESERVING A 30 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS OVER ACROSS THE NW 1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO BEING 15 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS N 00°53'07" W A DISTANCE OF 1332.91 FEET;  
THENCE N 36°14'23" E ALONG SAID CENTERLINE A DISTANCE OF 248.09 FEET;  
THENCE S 80°50'22" E ALONG SAID CENTERLINE A DISTANCE OF 205.99 FEET;  
THENCE N 32°32'56" E ALONG SAID CENTERLINE A DISTANCE OF 295.77 FEET;  
THENCE S 89°56'55" E ALONG SAID CENTERLINE A DISTANCE OF 1543.66 FEET TO INTERSECT THE WEST LINE OF PROPERTY DESCRIBED ABOVE, SAID INTERSECTION BEING THE TERMINUS OF SAID EASEMENT.**

**TOGETHER WITH AND RESERVING A 30 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NW 1/4 OF SECTION 10, AND THE SW 1/4 OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO BEING 15 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS N 00°53'07" W A DISTANCE OF 1332.91 FEET;  
THENCE N 36°14'23" E ALONG SAID CENTERLINE A DISTANCE OF 248.09 FEET;  
THENCE S 80°50'22" E ALONG SAID CENTERLINE A DISTANCE OF 205.99 FEET;  
THENCE N 32°32'56" E ALONG SAID CENTERLINE A DISTANCE OF 295.77 FEET;  
THENCE N 16°13'30" E A DISTANCE OF 1577.75 FEET;  
THENCE N 27°16'01" E A DISTANCE OF 299.14 FEET;  
THENCE S 86°16'12" E A DISTANCE OF 185.81 FEET;  
THENCE S 78°49'26" E A DISTANCE OF 353.35 FEET;  
THENCE S 66°59'06" E A DISTANCE OF 120.32 FEET MORE OR LESS TO INTERSECT THE NORTH LINE OF PROPERTY DESCRIBED ABOVE BEING THE TERMINUS OF SAID EASEMENT.**

**SCHEDULE B, PART I - Requirements**

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

All of the following Requirements must be met:

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

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

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

**SCHEDULE B, PART II - Exceptions**

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Subject to (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such waer rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts and (2) there is reserved from the lands hereby granted a right of way for ditches or canals constructed by the authority of the United States as evidenced in U.S. Department of the Interior, Bureau of Land Management, General Land Office records dated July 1, 1920 as Patent Number 760446 and dated May 16, 1912 as Patent Number 266777 and dated October 16, 1911 as

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Patent Number 230144.

10. All matters as shown on Professor's Parcel 1 recorded February 23, 2017 as [Reception No. 947794](#).
11. Terms, agreements, provisions, conditions and obligations of Purchase and Sale Agreement recorded November 4, 2002 as [Reception No. 757394](#).
12. Terms, agreements, provisions, conditions and obligations of Grant of Easement recorded February 7, 2019 as [Reception No. 970600](#).
13. All matters as shown on Retractment Survey recorded August 10, 2021 as [Reception No. 1005091](#).
14. Terms, agreements, provisions, conditions and obligations of Access Easement Agreement recorded March 20, 2023 as [Reception No. 1025432](#).
15. Terms, agreements, provisions, conditions and obligations of Memorandum of Lease and Easement Option Agreement recorded March 27, 2023 as [Reception No. 1025640](#).
16. Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Lease and Easement Option Agreement recorded March 27, 2023 as [Reception No. 1025641](#).
17. Right of Way for U.S. Highway 50 as evidence on Fremont County GIS Map ( a copy of which is not available)
18. FOR INFORMATIONAL PURPOSES ONLY: NOTE: Statement of Authority for AJET Ventures, LLC, a Colorado limited liability company recorded December 11, 2017 at [Reception No. 956999](#) designates James Whiteside as Member. DEED RECORDED JUNE 23, 2016 AS [RECEPTION NO. 940303](#) (PARCEL A) DEED RECORDED FEBRUARY 27, 2017 AS [RECEPTION NO. 947816](#). (PARCEL B) DEED RECORDED NOVEMBER 30, 2017 AS [RECEPTION NO. 956696](#) (PARCEL C)

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

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

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**WARRANTY DEED**

THIS DEED, Made this 23rd day of February, 2017 between

**The Kederich Family Limited Partnership**

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

**AJET Ventures, LLC**

whose legal address is: 10010 Steeplechase Drive, Franktown, CO 80116  
of the County of Fremont, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **Seventy-Five Thousand Dollars and No/100's (\$75,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee  
\$ 7.50

also known by street and number as Vacant Land , Canon City, CO 81212

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the 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 ensembling 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 all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated February 15, 2017, 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 deed on the date set forth above.

**SELLER:**

**The Kederich Family Limited Partnership**

*Christopher C. W. Kederich*  
by Christopher C.W. Kederich, trustee

STATE OF COLORADO )ss:  
COUNTY OF Fremont

The foregoing instrument was acknowledged before me this 23rd day of February, 2017 by The Kederich Family Limited Partnership by Christopher C.W. Kederich, trustee

Witness my hand and official seal.  
My Commission expires: 4-19-21

*Annette Gray*  
Notary Public  
ANNETTE GRAY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974005247  
MY COMMISSION EXPIRES APRIL 19, 2021



**EXHIBIT "A"**

A Parcel of land in the NW1/4 and the NE1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., Fremont County, Colorado. described as follows:

Beginning at a point from which the Northwest corner of said Section 10 bears S 89°59'41" W a distance of 2169.28 feet;  
thence S 05°42'34" W a distance of 2045.91 feet;  
thence S 02°05'32" E a distance of 75.11 feet;  
thence S 85°15'03" E a distance of 850.50 feet;  
thence N 00°45'44" W a distance of 2053.78 feet;  
thence N 78°21'26" W a distance of 632.49 feet to the Point of Beginning.

Together with a 30 foot road easement for ingress and egress over and across the NW1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., Fremont County, Colorado, being 15 feet either side of the following described centerline:

Beginning at a point from which the Northwest corner of said Section 10 bears N 00°53'07" W a distance of 1332.91 feet;  
thence N 36° 14'23" E along said centerline a distance of 248.09 feet;  
thence S 80°50'22" E along said centerline a distance of 205.99 feet;  
thence N 32°32'56" E along said centerline a distance of 295.77 feet;  
thence S 89°56'55" E along said centerline a distance of 1543.66 feet to intersect the West line of property described above, said intersection being the terminus of said easement.

Also known by street address as: **Vacant Land Canon City, CO 81212**

**A.P.N. #**



QUITCLAIM DEED

THIS DEED is dated June 23, 2016, and is made between

Anna Seuffer

(whether one, or more than one), the "Grantor," of the \* Cañon City and County of Fremont and State of Colorado

and AJET Ventures, LLC

the "Grantees," whose legal address is

10010 Steeplechase Dr. Franktown, CO 80116

of the \* County of Douglas and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of

DOLLARS, (\$ 10.00 ),

the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantees and the Grantees' heirs and assigns, forever, not in tenancy in common but in joint tenancy, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the Cañon City, and County of Fremont and State of Colorado, described as follows:

A parcel of LD LOC in SE4NW4 + SW4NE4 of SEC 10-18-71W DESC AS FOLLS COMM at a PT on the S LN of SD SE4NW4 from which the SW COR of the NW4 of SD SEC 10 bear S 88 deg 55'00" W a DIST of 1951.55 FT; TH leaving SD S LN, N 00 DEG 26'21" W parallel with the E LN of SD SE4NW4 A DIST of 113.33 FT to a PT on the N R/W LN of US Hwy 50, SD PT being the POB; TH proceeding around the BNDRY of the parcel of LD being DESC herein N 00 DEG 26'21" W A DIST of 498.66 FT; TH S 84 DEG 54'42" E A DIST of 893.23 FT; TH S 00 DEG 03'48" E A DIST of 402.62 FT to a PT on the N R/W LN of SD US Hwy 50; TH S 88 DEG 54'51" W ALG SD N R/W A LN DIST of 886.49 FT to the POB. REF from 170-00-250/982-05-019/988-04-442 Excepting 2.66 AC TO 999-20-296

also known by street address as: 45045 US Highway 50, Cañon City, CO 81212 and assessor's schedule or parcel number: 99920049

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

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

*Anna Seuffer*  
*Anna Seuffer*, member AJET Ventures, LLC

STATE OF COLORADO }  
County of Fremont } ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2016, by

AMANDA REED  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084017877  
MY COMMISSION EXPIRES APRIL 22, 2017  
\*Insert "City and" where applicable.

Witness my hand and official seal.  
My commission expires:

*A Reed*  
Notary Public

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

**WARRANTY DEED**

THIS DEED, Made this 29th day of November, 2017 between

**The Kederich Family Limited Partnership**

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

**AJET Ventures, LLC**

whose legal address is: 10010 Steeplechase Dr., Franktown, CO 80116  
of the County of Fremont, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **One Hundred Sixty Thousand Dollars and No/100's (\$160,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, and State of COLORADO, described as follows:

**See Exhibit A attached hereto and made a part hereof.**

Doc Fee  
\$ 16.00

also known by street and number as TBD State Highway 50 West , Canon City, CO 81212

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the 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 ensembling 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 all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated October 19, 2017, 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 deed on the date set forth above.

**SELLER:**

**The Kederich Family Limited Partnership**

*Christopher C.W. Kederich*  
by Christopher C.W. Kederich, trustee

STATE OF COLORADO  
COUNTY OF Fremont

)ss:

The foregoing instrument was acknowledged before me this 29th day of November, 2017 by The Kederich Family Limited Partnership by Christopher C.W. Kederich, trustee

*Annette Gray*  
Notary Public

Witness my hand and official seal.

My Commission expires: 4-19-21

ANNETTE GRAY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974005247  
MY COMMISSION EXPIRES APRIL 19, 2021



**Exhibit A**

A parcel of land in the NW1/4 of Section 10 and the SW1/4 of Section 3, Township 18 South, Range 71 West of the 6th P.M., Fremont County, Colorado described as follows:

Beginning at a point from which the Northwest corner of said Section 10 bears S 89°59'41" W a distance of 2169.28 feet;

- thence S 05°42'34" W a distance of 2045.91 feet;
- thence S 88°29'37" W a distance of 405.60 feet;
- thence N 01°11'22" W a distance of 1075.47 feet;
- thence S 89°56'41" W a distance of 300.00 feet;
- thence N 00°00'00" W a distance of 1172.48 feet;
- thence N 25°43'37" E a distance of 610.51 feet;
- thence S 78°08'55" E a distance of 771.56 feet;
- thence S 11°33'43" W a distance of 598.28 feet;
- thence S 78°21'26" E a distance of 32.05 feet to the Point of Beginning

Together with and subject to and reserving a 30 foot road easement for ingress and egress over and across the NW1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., Fremont County, Colorado, being 15 feet either side of the following described centerline:

Beginning at a point from which the Northwest corner of said Section 10 bears N 00°53'07" W a distance of 1332.91 feet;

- thence N 36° 14'23" E along said centerline a distance of 248.09 feet;
- thence S 80°50'22" E along said centerline a distance of 205.99 feet;
- thence N 32°32'56" E along said centerline a distance of 295.77 feet;
- thence S 89°56'55" E along said centerline a distance of 1543.66 feet to intersect the

West line of property described above, said intersection being the terminus of said easement.

Together with and reserving a 30 foot road easement for ingress and egress over and across the NW1/4 of Section 10, and the SW1/4 of Section 3, Township 18 South, Range 71 West of the 6th P.M., Fremont County, Colorado, being 15 feet either side of the following described centerline:

Beginning at a point from which the Northwest corner of said Section 10 bears N 00°53'07" W a distance of 1332.91 feet;

- thence N 36° 14'23" E along said centerline a distance of 248.09 feet;
- thence S 80°50'22" E along said centerline a distance of 205.99 feet;
- thence N 32°32'56" E along said centerline a distance of 295.77 feet;
- thence N 16°13'30" E a distance of 1577.75 feet;
- thence N 27°16'01" E a distance of 299.14 feet;
- thence S 86°16'12" E a distance of 185.81 feet;
- thence S 78°49'26" E a distance of 353.35 feet;
- thence S 66°59'06" E a distance of 120.32 feet more or less to intersect the North line of

property described above being the terminus of said easement.



1020  
432

6/13/85

**WARRANTY DEED**

THIS DEED, Made this 29th day of February 2000 between FISHER BROTHERS, INC., DOING BUSINESS AS BROWNS RAFTING

STATE DOCUMENTARY FEE	
Date	MAR 09 2000
Amount \$	13.85

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, grantor, and  
CARY M. POND

**DECLARATION ATTACHED**

whose legal address is 1055 ROCKFELLOW COURT  
CANON CITY, CO 81212  
of the said County of FREMONT and State of COLORADO, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Ten dollars and other good and valuable consideration \_\_\_\_\_ DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has 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 FREMONT and State of Colorado described as follows:

SEE EXHIBIT "A"

also known by street and number as: 45045 HWY 50 WEST, CANON CITY, CO 81212

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, and its successors, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the sealing 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 2000 taxes and all subsequent years, restrictions, reservations, covenants, 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 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 caused its corporate name to be hereunto subscribed by its Secretary, the day and year first above written.  
Attest:

FISHER BROTHERS, INC., DOING  
BUSINESS AS BROWNS RAFTING  
  
By   
TRACEY FISHER

State of Iowa )  
) ss.  
County of Mills )

The foregoing instrument was acknowledged before me this 6th day of March 2000 by TRACEY FISHER AS PRESIDENT OF FISHER BROTHERS, INC., DOING BUSINESS AS BROWNS RAFTING

My commission expires

Witness my hand and official seal.  
  
Notary Public

SCHEDULE A



711390 03/09/2000 11:00R 432 NORMA HATFIELD  
2 of 2 R 10.00 D 13.85 FREMONT COUNTY, CO

Order Number: 200000363-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SE1/4 NW1/4 AND IN THE SW1/4 NE1/4 OF SECTION 10,  
TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO,  
DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SE1/4 NW1/4 FROM WHICH THE SW  
CORNER OF THE NW1/4 OF SAID SECTION 10 BEARS S 88°55'00" W A DISTANCE OF  
1951.55 FEET;

THENCE LEAVING SAID SOUTH LINE, N 00°26'21" W PARALLEL WITH THE EAST  
LINE OF SAID SE1/4 NW1/4 A DISTANCE OF 113.33 FEET TO A POINT ON THE NORTH  
RIGHT OF WAY LINE OF U.S. HIGHWAY 50;

THENCE N 88°54'51" E ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF  
611.49 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PROCEEDING AROUND THE BOUNDARY OF THE PARCEL OF LAND BEING  
DESCRIBED HEREIN, N 00°26'21" W A DISTANCE OF 432.59 FEET;

THENCE S 84°54'42" E A DISTANCE OF 278.92 FEET;

THENCE S 00°03'48" E A DISTANCE OF 406.62 FEET TO A POINT ON THE NORTH  
RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 50;

THENCE S 88°54'51" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF  
275.00 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF U.S HIGHWAY 50  
ADJACENT TO THE DESCRIBED PARCEL, AS MONUMENTED BY THE COLORADO DEPARTMENT OF  
TRANSPORTATION, TAKEN AS N 88°54'51" E.

M3B



---

**QUIT CLAIM DEED**

**THIS DEED**, Made this \_\_\_\_\_ day of June 1, 2024, between AJET Ventures, LLC, of the County of Fremont and the State of Colorado, grantors, and AJET Ventures, LLC, grantee;

**WITNESSETH**, That the grantor, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee, heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in Fremont County, State of Colorado, described as follows:

See Attached Exhibit "A"

Documentary Fee: None, nominal consideration paid.

**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 estate, right, title interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, heirs and assigns forever.

---

Ty Seufer

STATE OF COLORADO    )  
                                          ) SS:  
COUNTY OF FREMONT    )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of June 2024 by Ty Seufer.

Witness my hand and official seal.

---

Notary Public  
My Commission expires \_\_\_\_\_.

PROPOSED DEED

EXHIBIT "A"

PARCEL 1

A PARCEL OF LAND LOCATED IN THE NW 1/4 AND IN THE SW 1/4 OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SE 1/4 NW 1/4 FROM WHICH THE SW CORNER OF THE NW 1/4 OF SAID SECTION BEARS SOUTH 88°55'10" WEST A DISTANCE OF 1951.55 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°26'11" WEST PARALLEL WITH THE EAST LINE OF SAID SE 1/4 NW 1/4 A DISTANCE OF 611.99 FEET; THENCE N 01°45'02" W, 75.11 FEET TO THE POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 88°50'07" W, 405.60 FEET; THENCE N 00°50'52" W, 1075.47 FEET; THENCE N 89°42'49" W, 300.00 FEET; THENCE N 00°20'30" E, 1172.48 FEET; THENCE N 26°04'07" E, 610.51 FEET; THENCE S 77°48'25" E, 771.56 FEET; THENCE S 11°54'13" W, 598.28 FEET; THENCE S 78°00'59" E, 664.20 FEET; THENCE S 00°25'14" E, 2053.78 FEET; THENCE N 84°54'33" W, 374.36 FEET; THENCE N 40°17'17" W, 277.91 FEET; THENCE S 84°43'39" W, 299.98 FEET; THENCE S 01°29'27" E, 67.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.88 ACRES MORE OR LESS

TOGETHER WITH AND SUBJECT TO AND RESERVING A 30 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS OVER ACROSS THE NW 1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO BEING 15 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS N00°53'07" W A DISTANCE OF 1332.91 FEET; THENCE N 36°14'23" E ALONG SAID CENTERLINE A DISTANCE OF 248.09 FEET; THENCE S 80°50'12" E ALONG SAID CENTERLINE A DISTANCE OF 205.99 FEET; THENCE N 32°32'56" E ALONG SAID CENTERLINE A DISTANCE OF 295.77 FEET; THENCE S 89°56'55" E ALONG SAID CENTERLINE A DISTANCE OF 1543.66 FEET TO INTERSECT THE WEST LINE OF PROPERTY DESCRIBED ABOVE, SAID INTERSECTION BEING THE TERMINUS OF SAID EASEMENT.

PARCEL 2

A PARCEL OF LAND LOCATED IN THE SE 1/4 NW 1/4 AND IN THE SW 1/4 NE 1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SE 1/4 NW 1/4 FROM WHICH THE SW CORNER OF THE NW 1/4 OF SAID SECTION BEARS SOUTH 88°55'10" WEST A DISTANCE OF 1951.55 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°26'11" WEST PARALLEL WITH THE EAST LINE OF SAID SE 1/4 NW 1/4 A DISTANCE OF 113.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE PROCEEDING AROUND THE BOUNDARY OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, NORTH 00°26'11" W, 498.66 FEET; THENCE N 01°45'02" W, 75.11 FEET; THENCE N 01°29'27" W, 67.13 FEET; THENCE N 84°43'39" E, 299.87 FEET; THENCE S 40°17'17" E, 277.91 FEET; THENCE S 84°54'33" E, 138.17 FEET; THENCE S 00°26'12" E, 432.58 FEET; THENCE S 88°54'59" W, 611.49 FEET TO THE POINT OF BEGINNING,

CONTAINING 8.09 ACRES MORE OR LESS

FREMONT COUNTY  
STATE OF COLORADO

**MEMORANDUM OF LEASE AND EASEMENT OPTION AGREEMENT**

THIS MEMORANDUM OF LEASE AND EASEMENT OPTION AGREEMENT ("Memorandum") is entered into as of 3-23-23 by and between AJET Ventures, LLC, a Colorado limited liability company ("Owner"), and Cloudbreak Energy Partners, LLC, a Delaware limited liability company, and its successors and assigns ("Operator").

**RECITALS**

A. Owner and Operator have entered into that certain Lease and Easement Option Agreement (the "Lease Agreement"), dated October 12, 2021 (the "Effective Date"), whereby Owner has granted Operator the right to conduct due diligence on the Owner's Property and an option to lease and develop a portion of the Owner's Property (the "Option"), together with easement rights on, over, under, across, and through said Owner's Property, in the County of Fremont, State of Colorado and being more particularly described in Schedule A attached hereto and made a part hereof (the "Owner's Property").

B. This Memorandum is being executed and recorded to evidence the Lease Agreement and shall not be construed to limit, amend or modify the provisions of the Lease Agreement in any respect.

**MEMORANDUM**

1. **OWNER.** The name of the Owner is AJET Ventures, LLC, a Colorado limited liability company, with an address of 402 Royal Gorge Blvd., Canon City, CO 81212.

2. **OPERATOR.** The name of the Operator is Cloudbreak Energy Partners, LLC, a Delaware limited liability company, having an address of 4845 Pearl East Circle, Suite 118 #53242, Boulder, Colorado 80301, and its successors and assigns.

3. **LEGAL DESCRIPTION.** The specific legal description of the Owner's Property is described on Schedule A and is incorporated herein by this reference.

4. **OPTION TERM.** Owner has granted Operator the right to conduct due diligence on the Owner's Property to determine if the Operator would like to enter into a lease. The initial term of the Option Agreement is a period commencing on October 12, 2021 and ends on October 12, 2024. The term of the Option may be extended, at Operator's discretion, for one (1) calendar year(s), as provided in the Lease Agreement.

5. **LEASE TERM.** In the event the Option is exercised under the Lease Agreement, the term of the lease will commence on the Commencement Date (as defined in the Lease Agreement) and shall expire on the twentieth (20<sup>th</sup>) anniversary of the Commercial Operation Date (as defined in the Lease Agreement).

6. **EXTENTION TERMS.** Operator has the option to extend the term of the lease for three (3) additional extension terms of five (5) years each on the terms and conditions more particularly set forth in the Lease Agreement.

7. EASEMENTS. In connection with the Lease Agreement, Owner has granted or has agreed to grant Operator a number of easements on, over, under, across and through Owner's Property, which are fully described in the Lease Agreement.


8. OTHER TERMS. In addition to those terms referenced herein, the Lease Agreement contains numerous other terms, covenants and conditions, and notice is hereby given that reference should be made to the Lease Agreement directly with respect to the details of such terms, covenants, and conditions. In the event of a conflict between the provisions of this instrument and the Lease Agreement, the provisions of the Lease Agreement shall control.

9. AGREEMENT TO COOPERATE. At the request of Owner after expiration of the termination of the Lease Agreement, Operator shall reasonably cooperate with Owner in all respects with obtaining the removal of the Memorandum from title, including without limitation executing a termination of Memorandum in form reasonably required by Owner.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first written above.

**OWNER**

AJET Ventures, LLC,  
a Colorado limited liability company

By:   
Name: TY SEUFFER  
Title: PRESIDENT

STATE OF COLORADO            )  
                                                   ) ss.  
COUNTY/CITY OF Douglas    )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2023, by Ty Seuffer, the President of AJET Ventures, LLC, a Colorado limited liability company, on behalf of the limited liability company.

Witness my hand and official seal

My commission expires: 3-10-2027 Notary Public Malina Peterson

My Notary number is: 20034007362

MALINA PETERSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034007362  
MY COMMISSION EXPIRES MARCH 10, 2027

**OPERATOR**

Cloudbreak Energy Partners, LLC,  
a Delaware limited liability company

By: *Rebecca Gallery*  
Name: Rebecca Gallery  
Title: Authorized Signatory

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF Boulder     )

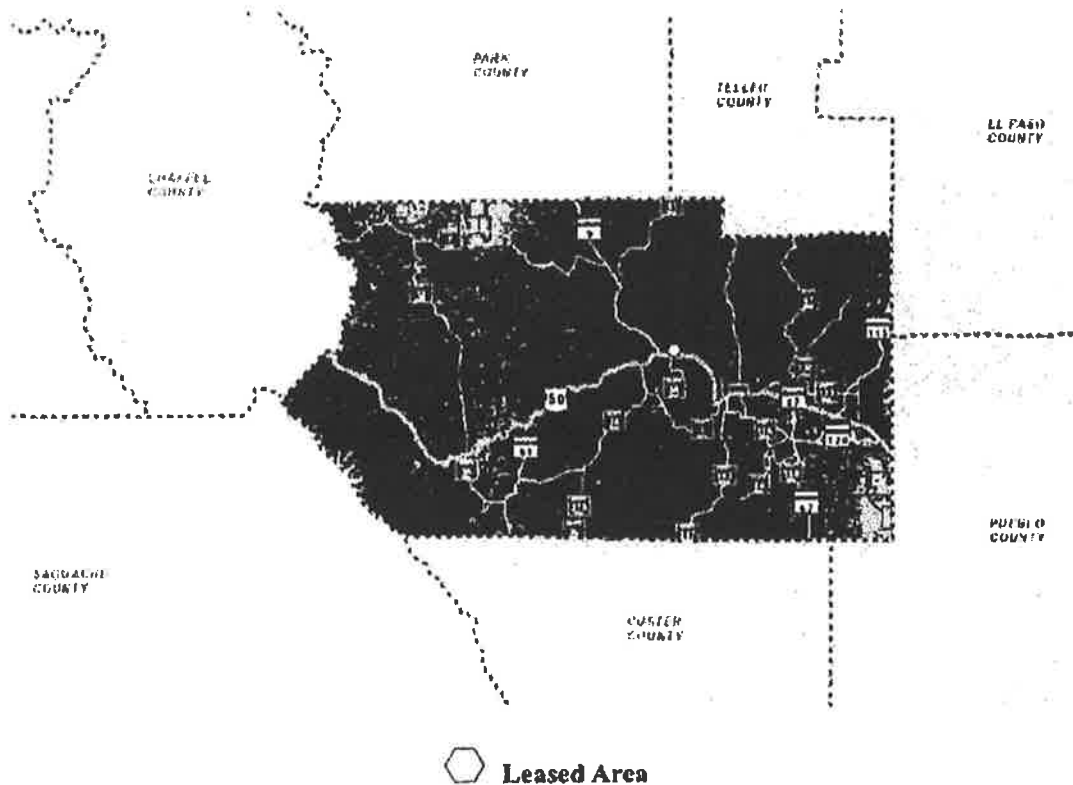
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March,  
2023, by Rebecca Gallery, the Authorized Signatory of Cloudbreak Energy Partners,  
LLC, a Delaware limited liability company, on behalf of the limited liability company.

Witness my hand and official seal

My commission expires: 12/20/26 *Chris M*  
Notary Public

CHRISTOPHER MINWEGEN  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20224047579  
MY COMMISSION EXPIRES DEC 20, 2026

### County Level View of Owner's Property



Schedule A to Exhibit D

**TO MEMORANDUM OF LEASE AND EASEMENT OPTION AGREEMENT**

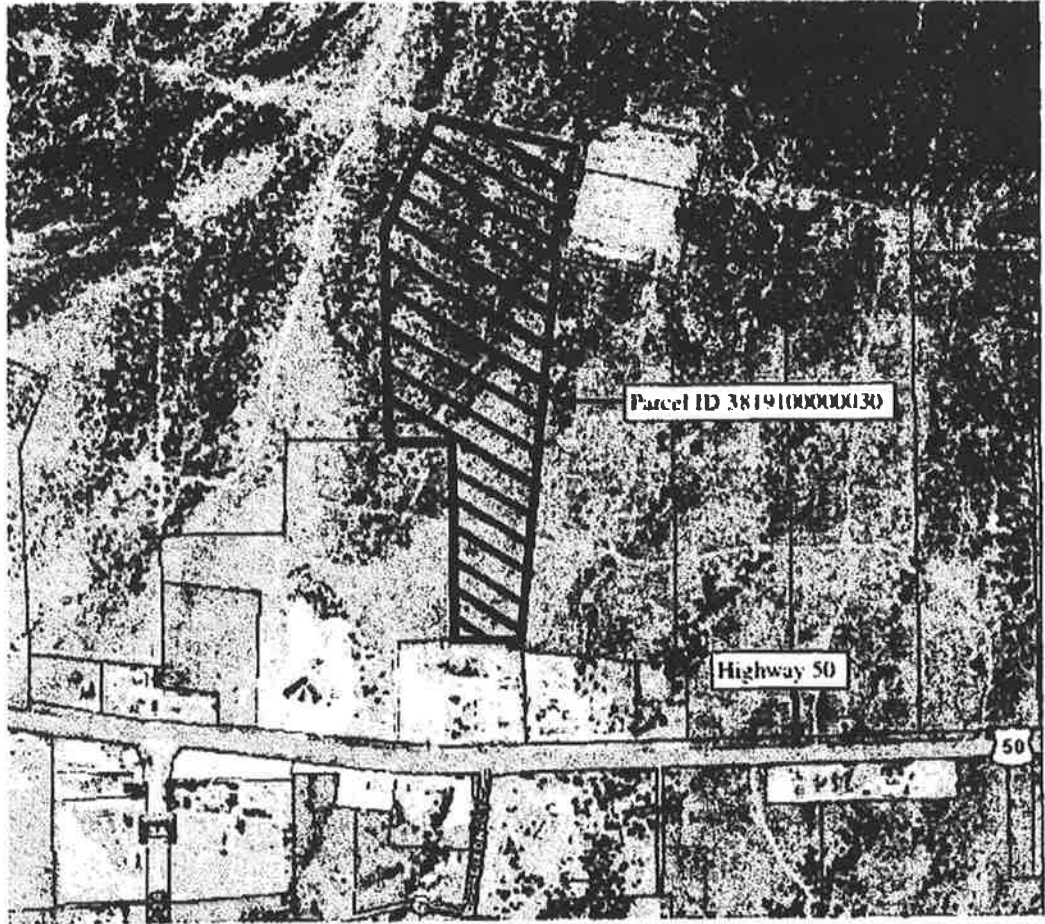
**Owner's Property**

Land situated in the County of Fremont and State of Colorado:

Parcel	Acreage	Legal Description	Commonly Known Property Address
3819100000030	44.95	H S 11 DEG 33'43" W A DIST OF 598.28 FT; TH S 78 DEG 21'26" E A DIST OF 32.05 FT TO THE POB. TOG WITH & SUBJ TO & RESERVING A 30 FT ROAD EASEMENT FOR INGRESS & EGRESS OVER THE NW4 OF SEC 10-18-71 W OF THE 6TH P.M.,	44.95 acre parcel north of 45000 US HWY 50, Canon City, CO 81212

A PARCEL OF LD IN THE NW4 OF SEC 10 & THE SW4 OF SEC 3-18-71 DESC AS FOLLS: BEG AT A PT FROM WHICH THE NW COR OF SD SEC 10 BEARS S 89 DEG 59' 41" W A DIST OF 2169.28 FT; TH S 05 DEG 42'34" W A DIST OF 2045.91 FT; TH S 88 DEG 29' 37" W A DIST OF 405.60 FT; TH N 01 DEG 11'22" W A DIST OF 1075.47 FT; TH S 89 DEG 56'41" W A DIST OF 300.00 FT; TH N 00 DEG 00'00" W A DIST OF 1172.48 FT; TH N 25 DEG 43'37" E A DIST OF 610.51 FT; TH S 78 DEG 08' 55" E A DIST OF 771.56 FT; TH S 11 DEG 33'43" W A DIST OF 598.28 FT; TH S 78 DEG 21'26" E A DIST OF 32.05 FT TO THE POB. TOG WITH & SUBJ TO & RESERVING A 30 FT ROAD EASEMENT FOR INGRESS & EGRESS OVER THE NW4 OF SEC 10-18-71 W OF THE 6TH P.M.,

**Leased Premises - Parcel 3819100000030**



Leased Premises



STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity<sup>1</sup> named AJET Ventures LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a:
 

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
3. The entity is formed under the laws of State of Colorado
4. The mailing address for the entity is 45045 West U.S. Highway 50, Canon City, CO 81212
5. The  name  position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is James Whiteside, Member
6. <sup>2</sup>The authority of the foregoing person (s) to bind the entity is  not limited  limited as follows: \_\_\_\_\_
7. Other matters concerning the manner in which the entity deals with interests in real property: \_\_\_\_\_

Executed this 12/8/17

BUYER:

AJET Ventures LLC  
James Whiteside  
by: James Whiteside, Member

STATE OF Colorado  
COUNTY OF Fremont } ss.

The foregoing instrument was acknowledged before me this 8 day of Dec., 2017 by  
AJET Ventures LLCby: James Whiteside, Member

Witness my hand and official seal.  
My commission expires: 7/10/18

Jessica M Curtis  
Notary Public

Expiration Date:

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.  
<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.  
The statement of authority must be recorded to obtain the benefits of the statute.

JESSICA M CURTIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20024013505  
MY COMMISSION EXPIRES JULY 10, 2018

After Recording Return To:  
Cloudbreak Energy Partners, LLC  
4845 Pearl East Circle, Suite 118 #53242  
Boulder, CO 80301  
Attn: Zach Brammer

## ACCESS EASEMENT AGREEMENT

**THIS ACCESS EASEMENT AGREEMENT** (the “**Agreement**”) is effective as of January 16<sup>th</sup> 2023 (“**Effective Date**”) by and between AJET VENTURES, LLC, whose legal address is 45045 Highway 50 W, Cañon City, Colorado 81212 (“**Grantor**”) and CLOUDBREAK ENERGY PARTNERS, LLC, a Delaware limited liability company, whose legal address is 4845 Pearl East Circle, Suite 118 #53242, Boulder, Colorado 80301 (“**Grantee**”).

### BACKGROUND

- A. Grantor is the owner of fee simple title to that certain real property located in Fremont County, Colorado, which is more particularly described on Exhibit A (the “**Grantor Property**”).
- B. Grantor and Grantee entered into that certain Lease and Easement Option Agreement dated October 12, 2021 (“**Contract**”) under which Grantor granted Grantee a leasehold interest in the Grantee Property.
- C. The Grantee Property cannot be accessed without crossing the Grantor Property.
- D. Grantor and Grantee desire to enter into this Agreement to set forth certain easements and agreements with respect to Grantee’s access to the Grantee’s Property.

**Accordingly**, for good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Grantor and Grantee covenant and agree as follows:

1. Recitals and Definitions. The background section set forth above is incorporated in and made a part of this Agreement. In addition to the terms defined in the Background and elsewhere in this Agreement, the following terms shall have the meanings set forth below:

“Access Easement” means an irrevocable and non-exclusive easement on, over, under, across, and through the Grantor Property for unobstructed vehicular (including without limitation construction vehicles and emergency services vehicles) and pedestrian access and ingress to and egress from the Grantee Property and U.S. Highway 50.

“Easements Area” means the real property shown on Exhibit C in which the Access Easement is legally described and depicted and identified.

“Grantee Property” means that real property shown and legally described on Exhibit B.

“Summer Season” means between April 15 and September 15.

2. Grant of Easements. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys the Access Easement to Grantee.

3. Term of Easements. The Access Easement shall terminate on the termination and completion of all obligations under the Contract.

4. Access Easement Conditions. The Access Easement shall be subject to the following conditions:

- a. *Seasonal Use*. The Access Easement may not be used for frequent construction vehicle ingress and egress during Summer Season without Grantor’s prior written consent, which shall not be unreasonably withheld conditioned or delayed. If Grantor fails to respond to Grantee’s request to use the Access Easement during Summer Season within five (5) business days for frequent construction vehicle use, Grantee shall be deemed to consent to Grantor’s use of the Access Easement for the requested time period during Summer Season. Provided, however, that during Summer Season Grantee may use any vehicles reasonably necessary to address an emergency or protect the value of Grantor Property, Grantee Property, or the improvements or personal property located thereon. Grantee shall exercise commercially reasonable efforts to minimize any interruption to or interference with Grantor’s use of Grantor Property during the Summer Season.
- b. *Protected Access*. Grantee acknowledges that Grantor uses a gate on Grantor Property, which obstructs the ingress and egress along the Access Easement. Within five (5) business days of the Effective Date, Grantor shall provide Grantee with two copies of any keys and/or the access code to unlock the gate. Grantor shall provide Grantee with reasonable notice prior to changing the key or access code and Grantor shall provide Grantee with the new access code or copies of keys, as applicable, within five (5) business days of Grantor’s changing the same. Grantee shall have no obligation to repair, maintain, or otherwise pay for the gate. Provided Grantor complies with this section and the Agreement, Grantor’s gate in the Access Easement shall not be deemed an interference with Grantee’s use of the Access Easement; provided, however, that Grantee shall have the self-help right detailed in Section 8 in the event Grantor fails to comply with the terms of this Section or the Agreement.

- c. *No Parking.* Grantor shall not nor shall Grantor permit or suffer any parking in the Easements Area.

5. Road Support. In the event the Access Easement is not able to be used for emergency services vehicles or any other use reasonably necessary for Grantee's operations under the Contract, Grantee may bolster, cut, grade, fill, or otherwise improve the Access Easement at Grantee's cost and expense such that the Access Easement can be used by vehicles deemed reasonably necessary by Grantee.

6. Maintenance. Except for any improvements placed in the Easements Area by Grantee, which maintenance of said improvements shall be Grantee's sole responsibility (except in the event of damage by Grantor, its licensee, invitees, lessees, or contractors, in which case maintenance and payment for damages shall be the responsibility of Grantor), Grantee shall have no maintenance obligations with respect to the Access Easement. All costs related to maintaining the Access Easement shall be borne by Grantor; and Grantor shall and does hereby agree to indemnify, defend, and hold Grantee harmless from all claims for damages or liens arising from the maintenance of the Easements Area and any claims related to Grantee's use of the Access Easement consistent with this Agreement.

7. Use. Without the prior written approval of Grantee, which shall not be unreasonably withheld, conditioned or delayed, Grantor shall not construct any temporary or permanent buildings or structures or grant any additional rights to another party or parties in the Easements Area to the extent the same would infringe on the rights granted in the Access Easement or Contract or interrupt any of Grantee's operations. Grantor may use the Access Easement to the extent it does not infringe on the rights granted herein or in the Contract or interrupt any of Grantee's operations.

8. Self-Help. Grantor grants Grantee a right to and easement on, over, under, across, and through the Easements Area and a reasonable space outside the Easements Area to prevent and to remedy any interference to the Access Easement or Easements Area, including but not limited to the right to remove any structures or objects and the right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Grantor Property which, in Grantee's reasonable opinion, might cause interference or endanger the Grantee's Property or the improvements, personal property, or activities thereon. Grantee shall notify Grantor before making any such removals and shall charge Grantor for the cost of the same. Grantor shall pay Grantee within thirty (30) days of receiving an invoice for the costs contemplated in this Section.

9. Covenants Running with the Land. The Access Easement shall be appurtenant to and shall run with the title to the Grantor Property and Grantee Property and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, successors, successors-in-title and assigns. This Agreement shall be deemed incorporated in all deeds and conveyances hereafter made by Grantor or Grantee.

10. Miscellaneous. This Agreement may only be modified in writing executed by both parties. The parties agree to reasonably cooperate with one another to make future modifications to the Access Easement if needed by either party, provided such request preserves the unobstructed ability to access the Grantee Property with a similar level of convenience to Grantee. Whenever a complete transfer of fee simple ownership of the Grantor Property or leasehold interest of the Grantee Property, as evidenced by a recorded document documenting such transfer, the transferor shall have no liability for any breach of any covenant of this Agreement occurring after such transfer. Neither party shall be deemed to have waived any provision hereof unless such waiver is in writing and signed by each party. No waiver by either party of any particular breach or default on the part of the other party shall be deemed a waiver of any other breach or default or of the same or any similar breach or default in the future. In the event of any dispute or litigation arising out of this Agreement, the substantially prevailing party shall be awarded and paid its expenses, including reasonable attorneys' fees, from the non-prevailing party. This Agreement and all claims or causes of action, whether in contract, tort, or statute, and whether procedural, substantive, or otherwise, arising out of, related to, or in connection with this Agreement shall be construed in accordance with, governed by, and enforced under the laws of the State of Colorado without giving effect to conflicts of laws principles of any state. Without limiting the generality of the foregoing, the parties' selection of Colorado law shall include all statutes of limitation and repose. Each party consents to the exclusive subject matter and personal jurisdiction of the laws and courts of the State of Colorado. This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties. Grantor represents and warrants that this Agreement does not conflict with any other agreement or encumbrance on Grantor Property. Each party represents, warrants, and agrees that the undersigned has the authority to bind the party on behalf of which it is signing without the need for further action from such party. This Agreement may be executed in counterparts, in which case all such counterparts will constitute one and the same agreement; however, this Agreement will not become binding upon any party unless and until executed (whether or not in counterpart) by all the parties. Telecopy or electronic signatures by the parties will be regarded as valid and binding signatures of the parties. The terms of this Section shall survive any termination of this Agreement.

**11. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY OR ANY OTHER PARTY, RELATING TO THIS AGREEMENT THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY PURSUANT TO ANY APPLICABLE STATE STATUTES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.**


These easement grants are without warranty of title and are subject to all prior liens, encumbrances, easements, restrictions, reservations, and rights of way affecting Grantor Property.

*[Remainder of page intentionally blank. Signature page follows.]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the last date of execution shown below.

GRANTOR:

AJET VENTURES, LLC,  
a Colorado limited liability company

  
\_\_\_\_\_  
Ty Seuter

STATE OF Colorado )

COUNTY OF El Paso )

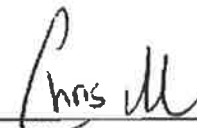
)  
) ss.  
)

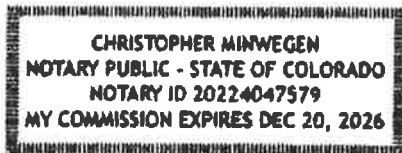
The foregoing instrument was acknowledged before me this 26th  
day of January, 2023, by Ty Seuter, as President  
of AJET Ventures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 12/20/26.

[SEAL]

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







**EXHIBIT A**

**GRANTOR PARCEL(S)**

The following real property situated in Fremont County, Colorado, Parcel Number 99920049, legally described as

**EXHIBIT A**

A PARCEL OF LAND LOCATED IN SE1/4 NW1/4 AND IN THE SW1/4 NE1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SE1/4 NW1/4 FROM WHICH THE SW CORNER OF THE NW1/4 OF SAID SECTION 10 BEARS SOUTH 88°55'00" WEST A DISTANCE OF 1951.55 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°26'21" WEST PARALLEL WITH THE EAST LINE OF SAID SE1/4 NW1/4 A DISTANCE OF 113.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE PROCEEDING AROUND THE BOUNDARY OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, NORTH 00°26'21" WEST A DISTANCE OF 498.66 FEET;

THENCE SOUTH 84°54'42" EAST A DISTANCE OF 893.23 FEET;

THENCE SOUTH 00°03'48" EAST A DISTANCE OF 402.62 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 50;

THENCE SOUTH 88°54'51" WEST ALONG SAID NORTH RIGHT OF WAY A LINE A DISTANCE OF 886.49 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50 ADJACENT TO THE DESCRIBED PARCEL, AS MONUMENTED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TAKEN AS NORTH 88°54'51" EAST.

LESS THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED MARCH 09, 2000 UNDER RECEPTION NO. 711390 DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SE1/4 NW1/4 AND IN THE SW1/4 NE1/4 OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SE1/4 NW1/4 FROM WHICH THE SW CORNER OF THE NW1/4 OF SAID SECTION 10 BEARS SOUTH 88°55'00" WEST A DISTANCE OF 1951.55 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°26'21" WEST PARALLEL WITH THE EAST LINE OF SAID SE1/4 NW1/4 A DISTANCE OF 113.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50;

THENCE NORTH 88°54'51" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 613.49 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PROCEEDING AROUND THE BOUNDARY OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, NORTH 00°26'21" WEST WITH A DISTANCE OF 432.59 FEET;

THENCE SOUTH 84°54'42" EAST A DISTANCE OF 378.92 FEET;

THENCE SOUTH 00°03'48" EAST A DISTANCE OF 402.62 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 50;

THENCE SOUTH 88°54'51" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 275.00 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 50 ADJACENT TO THE DESCRIBED PARCEL, AS MONUMENTED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TAKEN AS NORTH 88°54'51" EAST.

And the following real property situated in Fremont County, Colorado, Parcel Number 3819100000029, legally described as

A Parcel of land in the NW1/4 and the NE1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., Fremont County, Colorado. described as follows:

Beginning at a point from which the Northwest corner of said Section 10 bears S 89°59'41" W a distance of 2169.28 feet;  
thence S 05°42'34" W a distance of 2045.91 feet;  
thence S 02°05'32" E a distance of 75.11 feet;  
thence S 85°15'03" E a distance of 850.50 feet;  
thence N 00°45'44" W a distance of 2053.78 feet;  
thence N 78°21'26" W a distance of 632.49 feet to the Point of Beginning.

Together with a 30 foot road easement for ingress and egress over and across the NW1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., Fremont County, Colorado, being 15 feet either side of the following described centerline:

Beginning at a point from which the Northwest corner of said Section 10 bears N 00°53'07" W a distance of 1332.91 feet;  
thence N 36° 14'23" E along said centerline a distance of 248.09 feet;  
thence S 80°50'22" E along said centerline a distance of 205.99 feet;  
thence N 32°32'56" E along said centerline a distance of 295.77 feet;  
thence S 89°56'55" E along said centerline a distance of 1543.66 feet to intersect the West line of property described above, said intersection being the terminus of said easement.

Also known by street address as: **Vacant Land Canon City, CO 81212**

A.P.N. #

**EXHIBIT B**

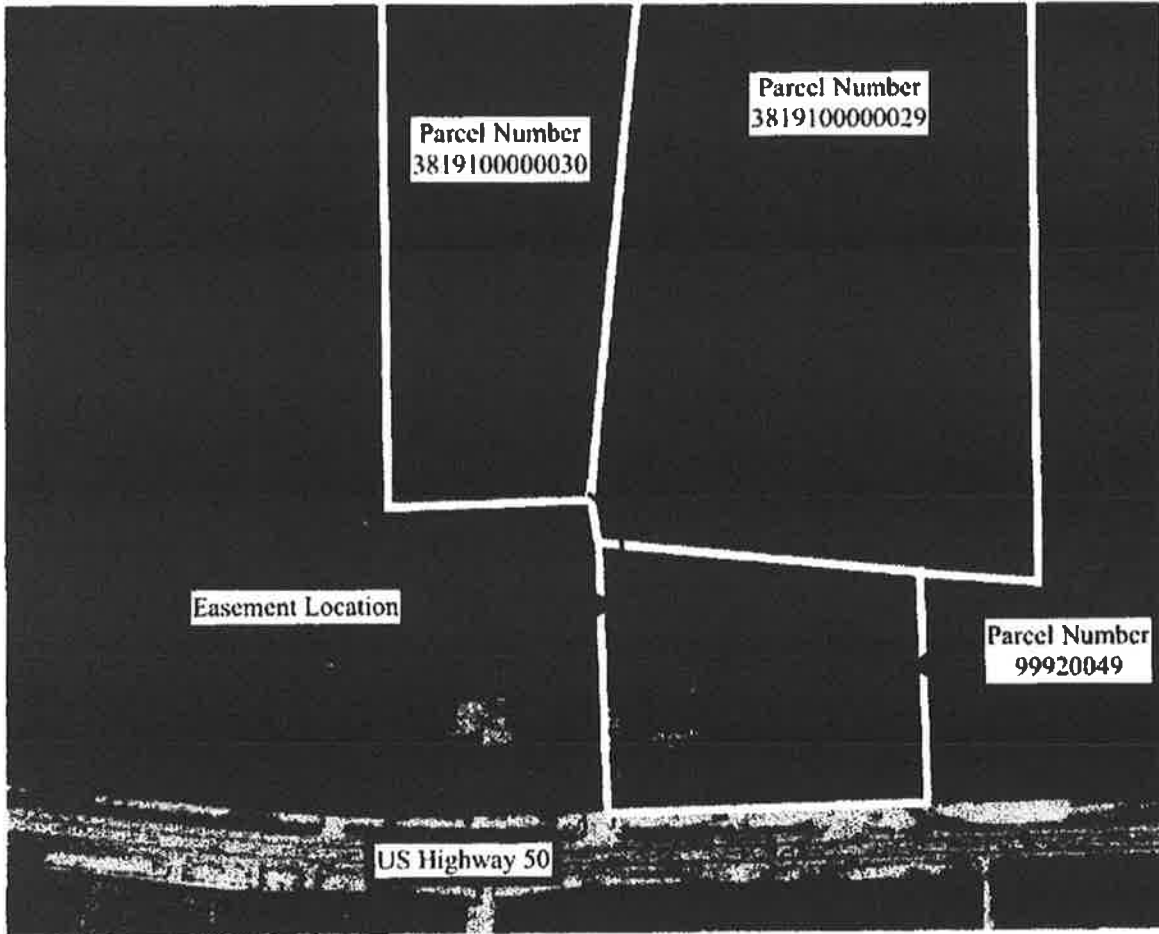
**GRANTEE'S PROPERTY**

The following real property situated in Fremont County, Colorado, Parcel Number 3819100000030, legally described as

A PARCEL OF LD IN THE NW4 OF SEC 10 & THE SW4 OF SEC 3-18-71 DESC AS FOLLS:

BEG AT A PT FROM WHICH THE NW COR OF SD SEC 10 BEARS S 89 DEG 59' 41" W A DIST OF 2169.28 FT; TH S 05 DEG 42'34" W A DIST OF 2045.91 FT; TH S 88 DEG 29' 37" W A DIST OF 405.60 FT; TH N 01 DEG 11'22" W A DIST OF 1075.47 FT; TH S 89 DEG 56'41" W A DIST OF 300.00 FT; TH N 00 DEG 00'00" W A DIST OF 1172.48 FT; TH N 25 DEG 43'37" E A DIST OF 610.51 FT; TH S 78 DEG 08' 55" E A DIST OF 771.56 FT; TH S 11 DEG 33'43" W A DIST OF 598.28 FT; TH S 78 DEG 21'26" E A DIST OF 32.05 FT TO THE POB. TOG WITH & SUBJ TO & RESERVING A 30 FT ROAD EASEMENT FOR INGRESS & EGRESS OVER THE NW4 OF SEC 10-18-71 W OF THE 6TH P.M.,

**EXHIBIT C**  
**EASEMENTS AREA**



Easements Area



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## PURCHASE AND SALE AGREEMENT

THIS Purchase and Sale Agreement (hereinafter referred to as the "Agreement") dated this 10/13/02 day of October, 2002, is made and entered into by and between ANDREW NEINAS (hereinafter referred to as the "Buyer") and FISHER BROTHERS, INC. (hereinafter referred to as the "Seller").

### ARTICLE 1 - PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, the following described property owned by Seller (all of such property shall be collectively referred to herein as the "Property" and individually referred to herein as defined below):

(a) The real property described in Exhibit A attached hereto and by this reference incorporated herein the street address of which is 45045 U.S. Highway 50 West, Canon City, Colorado (the "Real Property");

(b) All furniture, fixtures, equipment, machinery, supplies and other tangible and intangible personal property, and all leases of tangible and intangible personal property, owned by Seller and directly used or useful in connection with the operation and maintenance of the Real Property or the business known as Royal Gorge Rafting and all of Seller's right, title and interest in and to all trademarks, service marks or trade names used by Seller in connection with the buildings located on the Real Property or the business known as Royal Gorge Rafting (the "Personal Property"), including, but not limited to, those items of the Personal Property listed on Exhibit B attached hereto and by this reference incorporated herein. No fixtures attached to the Property are excluded from the purchase and sale;

(c) Those licenses, agreements, and permits referred to in Section 11.1 below.

(d) This Agreement is intended as a purchase of assets, thus Buyer shall have no liability for the debts or liabilities related to the business conducted on the Property under the name of Royal Gorge Rafting except as specifically set forth in this Agreement.

### ARTICLE 2 - PURCHASE PRICE AND ADJUSTMENTS

2.1 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be \$300,000.00 (\$US) and shall be payable as follows:



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D 0.00

(d) A current improvement location certificate of the Property prepared by a licensed surveyor.

(e) A UCC search from the Colorado Secretary of State.

3.2 Defects of Title.

(a) If Buyer asserts the existence of any encumbrance, encroachment on or defect in or objection to title to the Real Property that renders title to the Real Property unmerchantable or otherwise unsatisfactory to Buyer (any of which shall be referred to herein as a "Defect of Title"), Buyer shall give Seller written notice of all Defects of Title asserted by Buyer on or before twenty (20) days after delivery of the Title Commitment to Buyer. If Buyer does not notify Seller of a Defect of Title within the appropriate time period, Buyer shall have waived Buyer's right to assert such Defect of Title. The term "Defect of Title" shall not include any matters created by or against Buyer. Any matters encumbering title to the Property created by or against Buyer shall be released prior to the Closing Date at the sole cost and expense of Buyer.

In lieu of releasing any mechanic's liens against the Property created by or against the Property, Seller shall have the option to deposit with the Title Company such amounts as are necessary to induce the Title Company to issue the Mortgagee's Policy insuring Seller against the mechanic's lien. The amount of such deposit shall not be less than 150% of the amount of the mechanic's lien.

(b) After receipt of such notice, Seller may, but shall not be obligated to, remove or cure all Defects of Title specified in the notice from Buyer. If Seller does not remove or cure all such Defects of Title by the Closing, Buyer may elect one of the following in a written notice delivered to Seller by the Closing:

(i) to accept title to the Real Property subject to the uncured Defects of Title; and, if any uncured Defect of Title is a lien securing an indebtedness of a definitely ascertainable amount, Buyer may deduct the amount of such indebtedness from the Balance Due;

(ii) to terminate this Agreement and have the earnest money returned to Buyer; or

(iii) if such Defect of Title was voluntarily created by Seller after the Date of this Agreement, to exercise the rights and remedies of Buyer as set forth in Article 9 of this Agreement.



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(a) \$5,000.00 shall be payable to the Title Company (as defined below) as earnest money deposit and part payment of the Purchase Price as set forth in paragraph 1.1 of this Agreement and shall be credited to the Purchase Price at Closing. If the transactions contemplated in this Agreement are not consummated or this contract is terminated for any reason other than the Buyer's default, the earnest money shall be returned to Buyer.

(b) The balance of the Purchase Price, plus or minus closing adjustments as described in Section 2.2 ("Balance Due"), shall be payable at Closing in the form of cash, cashier's check or by wire transfer to the account of the Title Company.

## 2.2 Adjustments and Costs.

(a) The Balance Due shall be subject to adjustment by a settlement between the parties at the Closing as provided in this Section 2.2.

(b) Prior to the Closing Date, Seller shall pay the amount of any unpaid real and personal property taxes allocable to the Property for tax years prior to the year of the Closing. If Seller fails to pay the entire amount of such taxes by the Closing Date, Seller shall be debited with the unpaid amount of such taxes and by the amount of any penalties due in connection with such taxes.

(c) The amount of real and personal property taxes allocable to the Property for the year of the Closing payable the subsequent year shall be finally apportioned between Seller and Buyer as of the Closing Date, with the amount of such taxes to be based upon the most recent available levy applied to the most recent available assessment. Seller shall be debited with the amount of such taxes for the period from January first of the year of the Closing through the day prior to the Closing Date.

(d) The amount of any special assessments or charges allocable to the Property shall be apportioned between Seller and Buyer as of the Closing Date. If Seller has paid any portion of such assessments and charges, Seller shall be credited with the amount of such paid assessments and charges for the period from and including the Closing Date through the end of the period for which such assessments and charges are being collected. If Seller has not paid all of such assessments and charges, Seller shall be debited with the amount of such unpaid assessments and charges for the period from and including the beginning of the period for which such assessments and charges are being collected through the day prior to the Closing Date.



(e) Seller shall be debited with the amount of all water, gas, electrical and other public utility charges relating to the Real Property which are accrued and unpaid on the Closing Date based upon the most recent statements and meter readings for such utilities. Seller shall be credited with the amount of such charges prepaid by Seller beyond the Closing Date. Buyer shall transfer all such services to the name of Buyer on the Closing Date.

(f) The Buyer shall pay all expenses charged by the Title Company for providing closing services to close this transaction.

(g) Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement or incurred in connection with the operation of the business of the Property not adjusted as set forth in this Section 2.2 or not otherwise provided for herein.

### ARTICLE 3 - TITLE EVIDENCE

3.1 Title Documents. On or before thirty (30) days after the Date of this Agreement, Seller shall deliver to Buyer at Seller's expense the following title evidence covering the Real Property:

(a) A title insurance commitment ("Title Commitment") issued through American Title & Escrow, 717 Main Street, Canon City, Colorado 81215-1890, telephone #1-877-966-5100 (the "Title Company"), showing the status of record title to the Real Property, together with legible copies of all recorded documents referred to in such commitment. Such commitment shall commit to insure title to the Real Property in Buyer in the amount of the Purchase Price under an Owner's Policy Form. Seller and Buyer shall share equally the payment of the premium for the owner's policy to be issued pursuant to such commitment (the "Owner's Policy"). Seller and Buyer shall share equally the cost of the endorsement to the Owner's Policy to delete the standard printed exceptions from the policy.

(b) A certificate of taxes due covering the Real Property prepared by the Treasurer of Fremont County, Colorado.

(c) Seller shall provide to Buyer a written statement of any matters affecting the Property or the status of title to the Property not revealed in the Title Commitment, such as leases, unrecorded easements and claims of adverse possession related to the Property.





(c) Any matters referred to in the Title Commitment to which Buyer does not object and any Defects of Title accepted or waived by Buyer shall hereafter be referred to as the "Permitted Exceptions".

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) The consummation of the transactions contemplated by this Agreement will not violate or constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions.

(b) There is no action, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of Seller, any basis therefor) against Seller which may adversely affect the transactions contemplated by this Agreement or affecting any portion of the Property, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Agreement.

(c) All work which has been performed in, on or about the Real Property or materials furnished thereto, by or at the request of Seller, which might in any circumstances give rise to a mechanic's or materialman's lien has been paid or all necessary waivers of rights to a mechanic's or materialman's lien for such work have been obtained.

(d) Seller has not received any notice from any governmental authority to the effect that:

(i) a special assessment district not reflected in the most recent tax notice for the Real Property has been or is being formed;

(ii) the existing use or occupancy of the Property violates any zoning, land use or environmental regulation;

(iii) the present condition of the Real Property violates any building or environmental regulation; or

(iv) any portion of the Property is or will be subject to the exercise of eminent domain or condemnation.



To the best of Seller's knowledge, no action of the type specified above is pending, threatened or contemplated.

(c) There are no leases, subleases or agreements concerning the leasing, subleasing or occupancy affecting the Real Property other than the lease to River Runners, Ltd. which will terminate on or before January 2, 2003.

(f) Except for the representations and warranties set forth above, Buyer is not relying upon any representation or warranty of Seller as to the condition of the Property and Buyer is relying upon his own inspections and investigations concerning the condition of the Property. Subject to the provisions of Section 4.1 of this Agreement, the Property is being purchased by Buyer in "as is" condition.

4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) The consummation of the transactions contemplated by this Agreement will not violate or constitute a default or result in the breach of any term or provision of any contract or agreement to which Buyer is a party so as to adversely affect the consummation of such transactions.

(b) There is no action, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of Buyer, any basis therefor) against Buyer which may adversely affect the consummation of the transactions contemplated by this Agreement, in any court or before any arbitrator of any kind or before or by any governmental body. Buyer is not in default with respect to any order of any court, arbitrator or governmental body which may adversely affect the consummation of the transactions contemplated by this Agreement.

4.3 Effect of Representations and Warranties. Each party's obligations under this Agreement are expressly conditioned upon all of the above representations and warranties of the other party being materially true and correct when made and on the Closing Date. If either party discovers prior to or at the Closing that any representation or warranty of the other party is materially untrue or incorrect, the discovering party may elect to waive any remedies and proceed with the Closing or to pursue any remedies available to the discovering party under Article 9. Such representations and warranties shall survive the Closing and either party shall be entitled to seek damages against the other party in the event either party shall discover following the Closing that any of the representations and warranties of the other party were materially untrue or incorrect.

ARTICLE 5 - CONTINGENCIES



5.1 Property Disclosure and Inspection. On or before ten (10) days after the date of this Agreement, Seller agrees to provide Buyer with a written disclosure of adverse matters regarding the Property completed by Seller to the best of Seller's current actual knowledge.

(a) Inspection Objection Deadline. Buyer shall have the right to have inspection(s) of the physical condition of the Property at Buyer's expense. If the physical condition of the Property is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before January 5, 2003:

(i) Notify Seller in writing that this Agreement is terminated; or

(ii) Provide Seller with a written description of any unsatisfactory physical condition which Buyer requires Seller to correct (Notice to Correct).

If written notice is not received by Seller on or before January 5, 2003, the physical condition of the Property shall be deemed to be satisfactory to Buyer.

(b) Resolution Deadline. If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before January 10, 2003, this contract shall terminate on January 11, 2003 unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

(c) Damages; Liens; Indemnity. Buyer is responsible for payment for all inspections, surveys, engineering reports or for any other work performed at Buyer's request and shall pay for any damage which occurs to the Property as a result of such activities. Buyer shall not permit claims or liens of any kind against the Property for inspections, surveys, engineering reports and for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. The provisions of this subsection shall survive the termination of this Agreement.

5.2 New Loan. This Agreement is conditional upon Buyer obtaining a new loan set forth in this Section and as follows:

The total amount not in excess of \$240,000.00 shall be amortized over a period of fifteen (15) years at approximately \$2,224.83 per month including principal and



interest not to exceed 7.5% per annum, plus, if required by Buyer's lender, a monthly deposit of 1/12 of the estimated annual real estate taxes and property insurance premium. If the loan is an adjustable interest rate or graduated payment loan, the monthly payments and interest rate initially shall not exceed the figures set forth above.

Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed 1% of the loan amount, conditional upon Buyer obtaining a written loan commitment including, if required by lender, (1) lender verification of employment; (2) lender approval of Buyer's credit-worthiness; (3) lender verification that Buyer has sufficient funds to close; and (4) specification of any remaining requirements for funding said loan. Subject to the last sentence of this paragraph, this condition shall be deemed waived unless Seller receives from Buyer, no later than January 5, 2003, written notice of Buyer's inability to obtain such loan commitment. If Buyer so notifies Seller, this Agreement shall terminate. If Buyer obtains the written loan commitment and complies with the requirements indicated therein and the loan is not available at closing, through no fault of Buyer, this Agreement shall terminate.

5.3 Governmental Consents to Transfer. This Agreement is conditional upon Buyer having received assurances reasonably satisfactory to Buyer that upon consummation of the transactions contemplated herein that Buyer will have or will obtain an Arkansas Headwaters Recreation Area special use agreement and special use agreement rider-boating, allowing Buyer the same rights and privileges for the 2003 season as Seller (or its lessee) had for the 2002 season. If Buyer notifies Seller that such assurances have not been received by the time of Closing, this Agreement shall terminate.

ARTICLE 6 - INTERIM CONSIDERATIONS

6.1 Seller's Actions. Between the date of this Agreement and the Closing Date, Seller:

(a) Shall not dispose of any interest in the Property and shall not mortgage, pledge or subject to lien or other encumbrances any interest in the Property in an amount in excess of the Balance Due; provided that Seller may transfer or sell the Property to another person or entity as long as the purchaser of the Property assumes and agrees to be bound by this Agreement; and

(b) Shall not, without Buyer's prior written consent (which consent may be withheld in the sole and absolute discretion of Buyer), seek or consent to any zoning or other change affecting the use of the Real Property.

6.2 Inspection of Documents. Within fifteen (15) days of the Date of this Agreement, Seller shall provide copies to Buyer of all documents concerning the Property



that are in Seller's possession or that are obtainable by Seller without incurring any expense including but not limited to surveys, engineering reports, environmental reports, tank inspection reports, invoices, statements, bills and other data relating to the operation of the Property.

ARTICLE 7 - THE CLOSING

7.1 Closing. The Closing shall take place at 10:00 a.m. Mountain Time at the offices of the Title Company, on January 15, 2003, or by mutual agreement at an earlier date. If such date falls on a Saturday, Sunday or legal holiday, then Closing shall be on the next business day.

7.2 Obligations of the Parties at the Closing. The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) Seller shall execute, have acknowledged and deliver to Buyer a general warranty deed conveying title to the Real Property to Buyer subject only to the Permitted Exceptions.

(b) Seller shall execute, have acknowledged and deliver to Buyer a bill of sale conveying all right, title and interest in and to the Personal Property to Buyer, such bill of sale to contain special warranties of title subject only to the Permitted Exceptions.

(c) Seller shall execute, have acknowledged, and deliver to Buyer assignments conveying the licenses, agreements, and permits referred to in Section 11.1 below.

(d) Seller and Buyer shall execute, have acknowledged and deliver to the Title Company affidavits in the standard form of the Title Company for the purpose of deleting the printed exception relating to mechanic's liens from the Owner's Policy.

(e) Seller shall deliver to Buyer either (i) the Owner's Policy showing no exceptions to title to the Real Property except for the Permitted Exceptions, or (ii) a written agreement from the Title Company acknowledging that all of the requirements for the issuance of the Owner's Policy have been satisfied and committing to issue the Owner's Policy notwithstanding the gap in time between the effective date of the Title Commitment and the date of the Owner's Policy.

(f) Buyer shall pay the Balance Due.



(g) Each party shall deliver to the other such documents, certificates, and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Agreement.

#### ARTICLE 8 - RISK OF LOSS

8.1 Risk of Loss. After the date of this Agreement, the risk of loss relating to any damage to the Property shall be that of Seller.

#### ARTICLE 9 - DEFAULT AND REMEDIES

9.1 Default. Time is of the essence hereof. In the event of default by either party under this Agreement prior to or at the Closing, the remedies upon such default are as set forth below unless otherwise provided in this Agreement.

9.2 Seller's Remedies. If Buyer shall default in performing Buyer's obligations hereunder prior to or at the Closing, Seller shall as its sole and only remedy be entitled to terminate this Agreement and retain the earnest money as liquidated damages.

9.3 Buyer's Remedies. If Seller shall default in performing Seller's obligations hereunder prior to or at the Closing, Buyer may elect to terminate this Agreement, have the earnest money returned to Buyer, and seek damages from Seller because of Seller's default; or Buyer may elect to seek specific performance of this Agreement and damages from Seller because of Seller's default.

9.4 Obligations Under Termination. Upon termination of this Agreement under this Article 9 or any other provision of this Agreement, neither party shall have any further obligations hereunder to the other party, except as expressly provided herein.

9.5 Attorney's Fees. In any action, litigation, or arbitration arising out of this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs.



ARTICLE 10 - MISCELLANEOUS

10.1 Notices. All notices and other communications required under this Agreement shall be in writing and shall be (i) personally delivered, (ii) given by registered or certified United States Mail, postage prepaid, or (iii) sent by Federal Express, directed as follows:

If intended for Seller, to:

Deborah and Tracy Fisher  
P.O. Box 158  
Pacific Junction, IA 51561

If intended for Buyer, to:

Andrew C. Neinas  
Echo Canyon River Expeditions, LLC  
45000 U.S. Hwy. 50 West  
Canon City, CO 81212

With a copy by first class mail to:

Richard C. Nehls, Esq.  
190 Arapahoe Avenue  
Boulder, CO 80302

Any such notice or other communication shall be deemed to be effective (i) when actually received if by personal delivery, (ii) three business days after mailing, or (iii) on the next business day after delivery by Federal Express. Either party, by notice given as above, may change the address to which future notices or other communications shall be sent.

10.2 Brokers. Neither party has engaged the services of a real estate broker or salesman in this transaction. If either Seller or Buyer has incurred any obligation, contingent or otherwise, for broker's or finder's fees with respect to the matters provided for in this Agreement, the party incurring any such obligation shall be solely responsible therefor. Each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys fees, resulting from violations of the agreement contained in this Section.

10.3 Assignability. Buyer may not assign its rights or delegate its duties under this Agreement without the prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller. Buyer may assign this Agreement



to a limited liability company or corporation formed or to be formed by Buyer in which Buyer owns at least 10% of the membership interest or stock, as applicable. Such assignment is conditioned upon the assignee limited liability company or corporation, as applicable, assuming and agreeing to perform and be bound by the provisions of this Agreement. Seller may sell the Property as long as the purchaser from Seller assumes the obligations of Seller under this Agreement and agrees to be bound by the terms and conditions of this Agreement.

10.4 Binding Effect. Subject to the provisions of Section 10.3, this Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

10.5 Entire Agreement and Amendments. This Agreement, together with the exhibits attached hereto, contains the entire agreement between Seller and Buyer and may not be modified in any manner except by an instrument in writing signed by both Seller and Buyer.

10.6 Effect of Headings. The article and section headings are inserted only for convenient reference and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

10.7 Governing Law. This Agreement shall be governed and construed under Colorado law.

10.8 Counterparts. This Agreement may be executed in counterparts, all of which counterparts shall collectively form one Agreement.

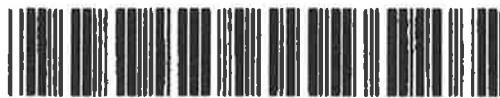
## ARTICLE 11 - ADDITIONAL PROVISIONS

11.1 Transfer of Licenses. At Closing, Buyer and Seller shall cooperate to cause all licenses and permits related to the operation of the business on the Property to be transferred to or reissued in the name of Buyer, including, without limitation: (i) Arkansas Headwaters Recreation Area permit, including, but not limited to, the AHRA special use agreement and special use agreement rider boating, and any and all well permits; (ii) sales and use tax licenses; and (iii) the Trademark and Service Mark of Royal Gorge Rafting. The cost of such assignments or transfers shall be borne by Buyer.

11.2 Date of this Agreement. As used in this Agreement, the term Date of this Agreement shall be the date as of which both parties have executed this Agreement.

EXECUTED as of the date first set forth above.





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NORMA HATFIELD FREMONT CTY CLK&REC CO R 91.00 D 0.00

EXHIBIT A

(Attached to and forming a part of Purchase and Sale Agreement between Fisher Brothers, Inc., as Seller, and Andrew Neinas, as Buyer, dated October <sup>10/13/02</sup>~~7, E~~, 2002.)

LEGAL DESCRIPTION OF THE REAL PROPERTY

A Parcel of land located in SE 1/4 NW 1/4 of Section 10, T18S, R71W of the 6<sup>th</sup> P.M., Fremont County, Colorado, described as follows:

Commencing at a point on the South line of said SE 1/4 NW 1/4 from which the SW corner of the NW 1/4 of said Section 10 bears S88E55'00"W a distance of 1951.55 feet; thence leaving said South line, N00E26'21"W parallel with the East line of said SE 1/4 NW 1/4 a distance of 113.33 feet to a point on the North right-of-way line of U.S. Highway 50, said point being the true point of beginning; thence proceeding around the boundary of the parcel of land being described herein, N00E26'21"W a distance of 498.66 feet; thence S84E54'42"E a distance of 614.31 feet; thence S00E26'21"E a distance of 432.59 feet to a point on the North right-of-way of said U.S. Highway 50; thence S88E54'51"W along said North right-of-way a distance of 611.49 feet to the true point of beginning. (6.54± Acres)

Purported Street Address: 45045 U.S. Highway 50 West, Canon City, Colorado.

TOGETHER WITH all improvements located thereon and all appurtenances thereto or used in connection therewith; and

TOGETHER WITH all of the right, title and interest, if any, of Seller in and to any land lying in the bed of streets, sidewalks, gutters, curbs, roads, alleys or avenues, open or proposed, in front of, in the rear of, or adjoining the above-described real property, and all right, title and interest, if any, of Seller in and to any awards made or to be made in lieu thereof, and in or to any awards for damages to the above-described real property for consequential damages or the change of grade of any streets, if any, in and to strips and gores adjacent to, between, abutting, or running through the above-described real property.



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NORRA HATFIELD FREMONT CTY CLK&REC CO R 91.00 D 0.00

SELLER:  
FISHER BROTHERS, INC.

By Tracey R. Fisher 10/13/02  
Tracey R. Fisher, President

BUYER:

Andrew Neinas 10/8/02  
Andrew Neinas



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NORMA HATFIELD FREMONT CTY CLK&REC CO R 91.00 D 0.00

**EXHIBIT B**

(Attached to and forming a part of Purchase and Sale Agreement between Fisher Brothers, Inc., as Seller, and Andrew Neinas, as Buyer, dated 10/13/02 T.F., 2002.)

**LIST OF PERSONAL PROPERTY**

EXHIBIT "A"

"B"

### Royal Gorge Rafting Rafting Inventory

#### Vehicles

1991 Ford Van 15 passenger (white)	8,000.00
1991 Ford Van 15 passenger (gray)	10,000.00
1979 Ford Bus 65 passenger	4,500.00
1979 Ford Bus 65 passenger	4,500.00
1970 Chev Bus 30 passenger	2,000.00
1970 Ford Bus 54 passenger	2,000.00
1984 Trailers (total of 3)	5,700.00
<b>TOTAL</b>	<b>\$36,700.00</b>

*John Newman*  
*Trans*  
*10/8/02*  
*10/17/02*

#### Office Supplies and Equipment

1 Desk	50.00
2 Chairs	60.00
2 File Cabinets	90.00
2 Std. Staplers	3.00
1 Book Shelf	20.00
4 Clothes Racks	600.00
Shirts and Misc. Inventory	950.00
2 Cash Register	250.00
1 Credit Card Machine and supplies	900.00
3 Two Line Phones	180.00
1 Cordless Phone	50.00
1 Tandy TR70	0.00
1 9 pin printer 14" wide	50.00
2 Lg Trash Cans	7.00
2 Xlg Trash Cans	25.00
600 Hangers (approx.)	225.00
2 Glass Display shelves	150.00
1 Display Table with rack	75.00
Other misc. (pens, pencils, paper, form, etc.)	250.00
8' x 3' Counter	300.00
Misc. Display Racks	100.00
2 Bill Board Signs	3000.00
Printed Office Forms	500.00
2,000 Brochures	500.00
1997 & 1998 Mailing List	0
<b>TOTAL</b>	<b>\$9,035.00</b>

#### Camping Equipment

10 Sleeping Bags and 5 Tents	225.00
5 Coolers	200.00



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6 Water Coolers	125.00
3 Dry Boxes	150.00
1 Camp Stove	30.00
<b>TOTAL</b>	<b>\$1,030.00</b>

**Boats**

6 14' Stars SB	15,000.00
2 12' Stars SB	3,500.00
1 14' Hyside SB	2,500.00
4 14' Achillies SB	3,600.00
4 14' Avons SB	4,000.00
<b>TOTAL</b>	<b>\$29,500.00</b>

**Boating Equipment**

120 Paddles	1,080.00
71 Helmets	1,597.50
21 Oars	2,100.00
1 six inch Barrel Pump	155.00
2 four inch Barrel Pump	325.00
4 Sweep Kits	325.00
8 Boat Frames	1,200.00
1 Elec. Air Pump	140.00
50 Wet Suits	2,500.00
62 Wet Booties	1,250.00
30 Splash Jackets	575.00
Life Jacket (140 Adults, 9 Youth, 8 Sm Youth)	3,480.00
2 Two-way Radios	440.00
1 500 gal. Gas Barrel and Stand	225.00
1 Lighted Bill Board	400.00
<b>TOTAL</b>	<b>\$16,792.50</b>

**RAFTING INVENTORY TOTAL \$92,002.50**

**RESTAURANT INVENTORY**

Lg storage cabinet on wheels	150.00
Lg Pepsi cooler	300.00
Misc. dishes, silver wear	450.00
Misc. Glass wear	100.00



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NORMA HATFIELD FREMONT CTY CLK&REC CO R 91.00

Misc. Bar Equipment	300.00
Pots and Pans	150.00
Piano	700.00
Wood Stove	350.00
Grill	200.00
Range Hood	2500.00
Steamer	75.00
Range with Grill and Oven	500.00
Cooler and Prep Station	300.00
14' Counter	100.00
10 Lg. Picnic Tables	1750.00
4 Tables and 20 Chairs	375.00
Hobart meat slicer	500.00
3 Bay Dish washing tanks	500.00
1 Veg. wash sink	100.00
1 Hot Dog roller	75.00
1 Hot Cheese pump	40.00
1 Big 40 cup coffee maker	25.00
1 Two burner elec stove	50.00
Hot Coco server	25.00
Turne Stone Pizza Heater	50.00
Taco Chip Warmer	50.00
3 Frig.	150.00
Outside Smoker and Grill	2500.00
<b>RESTAURANT INVENTORY TOTAL</b>	<b>\$13,455.00</b>



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NORMA HATFIELD FREMONT CTY CLK&REG CO R 01.00 D 0.00

Lot Name: 1  
 Lot Area (Square Feet): 3436029.70  
 Lot Area (Acres): 78.88  
 Closing Direction: N52°12'38"E  
 Closing Distance: 0.0007

Course Data:(Mapcheck Through Radius Points Method)

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Point	Northing	Easting	Direction	Distance
Begin	1243408.5753	3054085.4314	N26°04'07"E	610.51
	1243956.9772	3054353.7183	S77°48'25"E	771.56
	1243794.0188	3055107.8730	S11°54'13"W	598.28
	1243208.6042	3054984.4683	S78°00'59"E	664.24
	1243070.6868	3055634.2325	S00°25'14"E	2053.78
	1241016.9622	3055649.3073	N84°54'33"W	374.36
	1241050.1810	3055276.4241	N40°17'17"W	277.91
	1241262.1716	3055096.7189	S84°43'39"W	299.87
	1241234.6157	3054798.1177	S01°29'27"E	67.13
	1241167.5085	3054799.8642	S88°50'07"W	405.60
	1241159.2639	3054394.3480	N00°50'52"W	1075.47
	1242234.6162	3054378.4354	N89°42'49"W	300.00
	1242236.1157	3054078.4391	N00°20'30"E	1172.48
End	1243408.5748	3054085.4308		
Error of Closure	1 : 11734558			
Departure in Y (Northing):	0.0005			
Departure in X (Easting):	0.0006			

Lot Name: 2  
 Lot Area (Square Feet): 352475.33  
 Lot Area (Acres): 8.09  
 Closing Direction: N84°05'58"E  
 Closing Distance: 0.0086

Course Data:(Mapcheck Through Radius Points Method)

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Point	Northing	Easting	Direction	Distance
Begin	1241092.4329	3054802.1558	S00°26'11"E	498.66
	1240593.7874	3054805.9538	N88°54'59"E	611.49
	1240605.3515	3055417.3344	N00°26'12"W	432.58
	1241037.9190	3055414.0376	N84°54'33"W	138.17
	1241050.1795	3055276.4127	N40°17'17"W	277.91
	1241262.1701	3055096.7075	S84°43'39"W	299.87
	1241234.6142	3054798.1063	S01°29'27"E	67.13
	1241167.5070	3054799.8528	S01°45'02"E	75.11

End	1241092.4320	3054802.1473
Error of Closure	1 : 280668	
Departure in Y (Northing):	0.0009	
Departure in X (Easting):	0.0085	