



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

Planning & Zoning

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: CARY BAIRD
Mailing Address: 1836 FLORA CT., CANON CITY
Telephone Number: 719.660.1448 Facsimile Number: _____
Email Address: _____

b. Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____

c. Consulting Firm Name: CORNERSTONE LAND SURVEYING
Mailing Address: 1022 PHAY, CANON CITY, CO 81212
Telephone Number: 719.275-8881 Facsimile Number: _____
Email Address: CSSURVEYING98@GMAIL.COM

2. The proposed plat title is BAIRD 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 R1 Zone District.
b. This property is located in the R1 Zone District.

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

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

8. A submittal fee of \$ 600⁰⁰ 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 C. J. Baird Date 1/23/2020

b. Property "b" Owner Signature Shilba Y. Salts Date 1-23-25

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) NONE - NO UTILITIES
- 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: 02/13/2025
File No: 4413COR
Property Address: 64/108/194 Rock Creek Trail, , CO
Buyer\Borrower: Informational Commitment Only
Seller: Cary Den Baird and Shirleen Gay Sabatino

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

| | |
|--|--|
| Escrow Officer: Becky Wallen Core Title Group LLC 831 Royal Gorge Blvd Suite 325 Canon City, CO 81212 Phone: 719-602-8640 | Corey Canterbury Core Title Group LLC 831 Royal Gorge Blvd Suite 325 Canon City, CO 81212 Phone: 719-602-8640 |
|--|--|

E-Mail: bwallen@coretitlegroupllc.com
Processor: Not Applicable
E-Mail:

Copies Sent to:

Buyer:
Informational Commitment Only

Seller:
Cary Den Baird and Shirleen Gay Sabatino

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Thank you for using Core Title Group LLC

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Core Title Group LLC

831 Royal Gorge Blvd Suite 325, Canon City, CO 81212
Phone: 719-602-8640 Fax: 719-602-8641

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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



ALTA COMMITMENT FOR TITLE INSURANCE

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

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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
Mary O'Donnell - President

Attest: Donald A. Berube
Donald A. Berube - Secretary

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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

4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

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CONDITIONS AND STIPULATIONS

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

STANDARD EXCEPTIONS

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

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

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

File No: 4413COR
Amendment No: 4413COR

SCHEDULE A

1. Commitment Date: **February 5, 2025, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Informational Commitment Only**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

| | | |
|---------------------------------------|----|---------------|
| <u>To Be Determin. Search Fee End</u> | \$ | 250.00 |
| Total: | \$ | 250.00 |

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:
Cary Dean Baird and Shirleen Gay Sabatino5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"
For Informational Purposes Only:
64/108/194 Rock Creek Trail, , CO
108 Rock Creek Trail, , CO
194 Rock Creek Trail, , CO

APN: 98404069/R028625/77000460/R024894 et. al

Countersigned
Core Title Group LLC

By:

C. Canterbury

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File No.: 4413COR

EXHIBIT A

The Land is described as follows:

PARCEL A:

A TRACT OF LAND LOCATED IN THE W 1/2 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, FREMONT COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34; THENCE S 04-50-24 E ALONG THE EAST BOUNDARY OF THE SAID W 1/2 A DISTANCE OF 860.0 FEET; THENCE S 80-09-35 W 850.0 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE PROCEEDING AROUND SAID TRACT S 05-35-34 E 507.52 FEET; THENCE S 81-18-30 W 742.52 FEET TO THE WESTERLY BOUNDARY OF A 32 FOOT NON EXCLUSIVE ROADWAY EASEMENT; THENCE ALONG SAID WESTERLY ROAD EASEMENT BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES; FIRST N 20-39-05 W 115.45 FEET; THENCE N 32-00 W 207.98 FEET; THENCE N 14-12-54W 185.73 FEET; THENCE LEAVING SAID WESTERLY ROAD EASEMENT BOUNDARY N 80-09-35 E 896.23 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A ROADWAY EASEMENT FOR ACCESS PURPOSES, SAID ROADWAY BEING 32 FEET WIDE AND BEING 16 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34; THENCE S 04-50-24 E ALONG THE EASTERLY BOUNDARY OF THE SAID W 1/2 OF SECTION 34 A DISTANCE OF 860.0 FEET; THENCE S 80-09-35 W 1730.18 FEET TO THE POINT OF BEGINNING OF THE ROADWAY CENTERLINE HEREIN DESCRIBED; THENCE PROCEEDING ALONG SAID CENTERLINE S 14-12-54 E 182.0 FEET; THENCE S 32-00 E 210.0 FEET; THENCE ON A CURVE TO THE LEFT A DISTANCE OF 74.79 FEET, SAID CURVE HAVING A RADIUS OF 39.36 FEET AND A CHORD WHICH BEARS N 85-13-07 E 64.03 FEET; THENCE N 22-26-14 E 451.35 FEET TO THE NORTHERLY BOUNDARY OF THE ABOVE DESCRIBED TRACT.

ALSO SUBJECT TO A NON-EXCLUSIVE ROADWAY EASEMENT, SAID EASEMENT BEING 32 FEET WIDE AND LYING EASTERLY OF, ADJACENT TO AND PARALLEL WITH THE FIRST COURSE (N 20-39-05 W 115.45 FEET) IN THE ABOVE TRACT DESCRIBED.

(SOMETIMES KNOWN AS TRACT 13B-1 ROCK CREEK FILING NO. 1)

PARCEL B:

A TRACT OF LAND LOCATED IN THE S 1/2 NW 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, FREMONT COUNTY COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 NW1/4 OF SAID SECTION 34; THENCE SOUTH 04 DEGREES 50'24"E ALONG THE EASTERLY LINE OF THE W 1/2 OF SAID SECTION 34, A DISTANCE OF 335.00 FEE TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED: THENCE PROCEEDING AROUND THE TRACT S 04 DEGREES 50'24"E ALONG SAID EASTERLY LINE 285.11 FEET; THENCE S 80 DEGREES 9'35"W 1874.02 FEET; THENCE N 22 DEGREES 41'52"W 130.0 FEET; THENCE N 30 DEGREES 18'23"W 52.14 FEET; THENCE N 76 DEGREES 58'12"E 1949 FEET TO THE POINT OF BEGINNING; (BEING A PART OF TRACT 13A, ROCK CREEK FILING NO. 1)

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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PARCEL C:

A TRACT OF LAND LOCATED IN THE W 1/2 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE1/4 NW 1/4 OF SAID SECTION 34, THENCE RUNNING S 4 DEGREES 50 MINUTES 24 SECONDS EAST ALONG THE EASTERLY LINE OF SAID W 1/2 OF SAID SECTION 34 335 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING S 4 DEGREES 50 MINUTES 24 SECONDS EAST ALONG THE EASTERLY LINE 525 FEET; THENCE S 80 DEGREES 09 MINUTES 35 SECONDS WEST 1806.10 FEET; THENCE N 16 DEGREES 36 MINUTES 27 SECONDS WEST 70 FEET; THENCE NORTH 22 DEGREES 41 MINUTES 52 SECONDS WEST 303.82 FEET; THENCE NORTH 30 DEGREES 18 MINUTES 23 SECONDS WEST 52.14 FEET; THENCE NORTH 76 DEGREES 58 MINUTES 12 SECONDS EAST 1949.05 FEET TO THE POINT OF BEGINNING.

LESS 10.00 ACRES, MORE OR LESS, OF THIS TRACT DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34; THENCE S 04-50-24E ALONG THE EASTERLY LINE OF THE W 1/2 OF SAID SECTION 34, A DISTANCE OF 335.00 FEET TO THE POINT OF THE TRACT HEREIN DESCRIBED; THENCE PROCEEDING AROUND THE TRACT S 04-50-24E ALONG SAID EASTERLY LINE 285.11 FEET; THENCE S 80-09-35W 1874.02 FEET; THENCE N 22-41-52W 130.0 FEET; THENCE N 30-18-23W 52.14 FEET; THENCE N 76-58-12E 1949.0 FEET TO THE POINT OF BEGINNING.

(BEING A PART OF TRACT 13A, ROCK CREEK FILING NO. 1)

COUNTY OF FREMONT, STATE OF COLORADO.

SCHEDULE B, PART I - Requirements

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

All of the following Requirements must be met:

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

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

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SCHEDULE B, PART II - Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Reservations as contained in U.S. Homestead Certificate No. 5451. of (1) *Subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law and (2) there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States as evidenced by the U.S. Department of the Interior, Bureau of Land Management, General Land Office records*
10. Reservation of a non-exclusive easement for ingress and egress in deed recorded December 7, 1971 in Book 539 at Page 170.
11. Terms, agreements, provisions, conditions and obligations as contained in Agreement for Sale and Purchase of Property recorded June 20, 1980 in Book 653 at Page 68.
12. Roadway Easements and non-exclusive roadway easement for access purposes described in deed recorded September 7, 1988 in Book 883 at Page 71.
13. Easement for ingress and egress as evidenced in deed recorded October 15, 1993 in Book 1155 at Page 210.
14. Roadway Easement for access purposes as evidenced in deed recorded July 18, 1997 in Book 1290 at Page 112.

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File No: 4413COR

15. Any damage, failure of title, or other loss directly or indirectly associated with any trailer, mobile home, or similar personal property located on the insured premises.

FOR INFORMATIONAL PURPOSES ONLY:

DEED RECORDED JANUARY 12, 2022 AS RECEPTION NO. 1011456 (AS TO PARCEL C)
DEED RECORDED JANUARY 12, 2022 AS RECEPTION NO. 1011457 (AS TO PARCEL B)
DEED RECORDED JANUARY 12, 2022 AS RECEPTION NO. 1011458. (AS TO PARCEL A)
DEED RECORDED DECEMBER 20, 2021 AS RECEPTION NO. 1010682.
DEED RECORDED DECEMBER 20, 2021 AS RECEPTION NO. 1010681.
DEED RECORDED DECEMBER 20, 2021 AS RECEPTION NO. 1010680.

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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Core Title Group LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company ("WLTIC") and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

WARRANTY DEED

THIS DEED, is dated December 27, 2021, and is made between the **ESTATE OF EARL DEAN BAIRD**, the "Grantor," Canon City, County of Fremont and State of Colorado, and **CARY DEAN BAIRD** and **SHIRLEEN GAY SABATINO** as tenants in common, the "Grantee," whose legal address is 1155 Ash Street #1207, Denver, Colorado 80220 in the County of Denver.

WITNESS, that the Grantor, for and in consideration of ONE DOLLAR, (\$1), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the City of Canon City, County of Fremont and State of Colorado, described as follows:

Subd: ROCK CREEK F1 T-13B-1, ROCK CREEK FILING N O 1 DESC AS FOLL: A TR OF LAND LOCATED IN THE W1/2 OF 34-51-11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, FREMONT COUNTY COLORADO, BEING MORE PARTICULARLY DES C AS FOLL: COMM AT THE SE COR OF THE NE4NW4 OF SD SEC 34; TH S 04-50-24 E ALG THE E BNDRY OF THE SD W1/2 A DIST OF 860.0 FT; TH S80-09-35 W 850.0 FT TO THE POB OF THE TR HEREIN DESC: TH PROCEEDING AROUND SD TR S05 -35-34E 507.52FT; TH S 81-18-30 W 742.52 FT TO THE WL Y BNDRY OF A 32 FOOT NON EXCLUSIVE ROADWAY ESMT; TH ALG SD WYL ROAD ESMT BNDRY THE FOLLOWING THREE COURSES AND DISTANCES: FIRST N20-39-05 W 115.45 FT; TH N 32-00 W 207.98 FT; TH N14-12 54 W 185.73 FT; TH LEAVING SD WLY ROAD ESMT BNDRY N 80-09-35 E 896.23 FT TO T HE POB. SUBJ TO A ROADWAY ESMT FOR ACCESS PURPOSES, S D ROADWAY BEING 32 FT WIDE& BEING 16 FT ON EACH SIDE OF THE FOLLOWING DESC CTRLN: COMMENCING AT THE SE COR OF THE NE4NW4 OF SD SEC 34; TH S 04-50-24 E ALG THE ELY BNDRY OF THE SD W1/2 OF SEC 34 A DIST OF 860.0 FT; TH S 80-09-35 W 1730.18 FT TO THE POB OF THE ROADWAY C /L HEREIN DESC: TH PROCEED- ING ALG SD C/L S 14-12-54 E 182.0 FT; TH S32-00 E 210. FT; TH ON A CURVE TO THE LE FT A DIST OF 74.79 FT, SD CURVE HAVING A RADIUS OF 39 .36 FT AND A CHORD WH BEARS N 85-13-07 E 64.03 FT; TH N 22-26-14 E 451.35 FT TO TH E NLY BNDRY OF THE ABOVE DE SC TR. ALSO SUBJ TO A NON- EXCLUSIVE ROADWAY ESMT, SD ESMT BEING 32 FT WIDE AND LYING ELY OF, ADJ TO AND PAR ALLEL WITH THE FIRST COURSE (N 20-39-05 W 115.45 FT) IN THE ABOVE TR DESC: EXC OIL, GAS & MIN RIGHTS IN SCH #770-08-020 & 770-12-200 & 770-14-700

also known by stitus address as 194 Rock Creek Trail in the County of Fremont, State of Colorado and assessor's Parcel Number 000077000460.

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

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

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to no additional matters:

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

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

ESTATE OF EARL DEAN BAIRD, Grantor

By: *Shirleen Sabatino*
Shirleen Sabatino, Personal Representative

STATE OF COLORADO
County of Fremont

The foregoing instrument was acknowledged before me this 27th day of December, 2021 by Shirleen Sabatino, Personal Representative of the Estate of Earl Dean Baird as noticed by the Letters Testamentary Dated May 7, 2013 issued by the District Court, Fremont County, Colorado.

Witness my hand and official seal.
My commission expires: *09-28-2024*

Nikki J. Tezak Notary Public

NIKKI J. TEZAK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024040342
My Commission Expires 09-28-2024

WARRANTY DEED

THIS DEED, is dated December 27, 2021, and is made between the **ESTATE OF EARL DEAN BAIRD**, the "Grantor," Canon City, County of Fremont and State of Colorado, and **CARY DEAN BAIRD** and **SHIRLEEN GAY SABATINO** as tenants in common, the "Grantee," whose legal address is 1155 Ash Street #1207, Denver, Colorado 80220 in the County of Denver.

WITNESS, that the Grantor, for and in consideration of ONE DOLLAR, (\$1), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the City of Canon City, County of Fremont and State of Colorado, described as follows:

Subd: ROCK CREEK F1 A TR OF LD LOC IN THE S2NW4 SEC 34-51-11 DESC AS FOLLS:
COMM AT THE SE COR OF THE NE4NW4 OF SD SEC 34; TH S
04 DEG 50'24"E ALG THE ELY LN OF THE W2 OF SD SEC 34;
A DIST OF 335.00 FT TO THE POB OF THE TR HEREIN DESC;
TH PROCEED AROUND THE TR S 04 DEG 50'24"E ALG SD ELY
LN 285.11 FT; TH S 80 DEG 0'9'35"W 1874.02 FT; TH N 22
41'52"W 130.0 FT; TH N 30 DEG 18'23"W 52.14 FT; TH N
76 DEG 58'12"E 1949 FT TO THE POB; BEING A PART OF
TR-13A ROCK CREEK FIL
REF FROM 770-00-460
EXC OIL, GAS & MIN RIGHTS IN 770-08-020/770-12-200/77
0-12-200/770-14-700
MANUF #93000-00-469

also known by stitus address as 64 Rock Creek Trail in the County of Fremont, State of Colorado and assessor's Parcel Number 000098404069.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,

assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to no additional matters:

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

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

ESTATE OF EARL DEAN BAIRD, Grantor

By: 
Shirleen Sabatino, Personal Representative

STATE OF COLORADO
County of Fremont

The foregoing instrument was acknowledged before me this 27th day of December, 2021 by Shirleen Sabatino, Personal Representative of the Estate of Earl Dean Baird as noticed by the Letters Testamentary Dated May 7, 2013 issued by the District Court, Fremont County, Colorado.

Witness my hand and official seal.

My commission expires: 09-28-2024

 Notary Public

NIKKI J. TEZAK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024040342
My Commission Expires 09-28-2024

WARRANTY DEED

THIS DEED, is dated December 27, 2021, and is made between the **ESTATE OF EARL DEAN BAIRD**, the "Grantor," Canon City, County of Fremont and State of Colorado, and **CARY DEAN BAIRD** and **SHIRLEEN GAY SABATINO** as tenants in common, the "Grantee," whose legal address is 1155 Ash Street #1207, Denver, Colorado 80220 in the County of Denver.

WITNESS, that the Grantor, for and in consideration of ONE DOLLAR, (\$1), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the City of Canon City, County of Fremont and State of Colorado, described as follows:

Subd: ROCK CREEK F1 TRACT 13A ROCK CREEK FIL #1
DESC AS FOLLS: THAT PORT OF W2 OF
SECT 34-51-11 DESC AS FOL: COMM AT SE COR OF
NE4NW4 SD SECT 34 RUN TH S 4DEG 50MIN 24SEC E
ALG THE ELY LN SD W2 SD SEC T 34 335 FT TO POB OF
HEREIN DESC TR; TH CONTINUE S 4DEG 50MIN 24SEC E
ALG ELY LN 525 FT; TH S 80D EG 09MIN 35SEC W
1,806.10 FT; TH N 16DEG 36M IN 27SEC W 70 FT;
TH N 22DEG 41MIN 52SEC W 30 3.82 FT; TH
N 30DEG 18MIN 23SEC W 52.14 FT; TH
N 76DEG 58MIN 12SEC E 1,949 .05 FT TO POB
LESS 10.00 A M/L OF THIS TR ACT DESC AS FOLL;
A TR OF LAND LOC IN THE S2 OF THE NW4 OF SEC 34-51-11
DESC AS FOLL; COMM AT THE S E COR OF THE NE4NW4 OF SD
SEC 34; TH S04-50-24E ALG T HE ELY LN OF THE W2 OF SD
SEC 34; A DIST OF 335.00 FT TO THE POB OF THE TR HEREIN
DESC; TH PROCEEDING AROUND THE TR S04-50-24E ALG SD EL
LN 285.11 FT; TH S80-09-35W 1874.02 FT; TH N22-41-52W
130.0 FT; TH N30-18-23W 52. 14 FT; TH N76-58-12E 1949.0
FT TO THE POB; CONT 10.08 A . REF FROM 984-04-069
EXC OIL, GAS & MINERAL RIGH TS IN SCH #770-08-020;
& 770-12-700 & 770-04-700

also known by street address as 108 Rock Creek Trail in the County of Fremont, State of Colorado and assessor's Parcel Number 00007700460.

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


TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the

time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to no additional matters:

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

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

ESTATE OF EARL DEAN BAIRD, Grantor

By: 
Shirleen Sabatino, Personal Representative

STATE OF COLORADO
County of Fremont

The foregoing instrument was acknowledged before me this 27th day of December, 2021 by Shirleen Sabatino, Personal Representative of the Estate of Earl Dean Baird as noticed by the Letters Testamentary Dated May 7, 2013 issued by the District Court, Fremont County, Colorado.

Witness my hand and official seal.
My commission expires: *09-28-2024*

 Notary Public

NIKKI J. TEZAK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024040342
My Commission Expires 09-28-2024

**PERSONAL REPRESENTATIVE'S DEED
(DISTRIBUTION)**

THIS DEED, is dated 7th of January, 2021, and is made between the grantor, SHIRLEEN SABATINO, as the personal representative of the **ESTATE OF EARL DEAN BAIRD**, deceased, and the grantees **CARY DEAN BAIRD** and **SHIRLEEN GAY SABATINO** as tenants in common. *Shirleen Sabatino 1836 Flora Ct, Canon City, CO 81212*

WHEREAS the decedent died on the date of March 9, 2013 and the grantor was duly appointed personal representative of said estate by the District Court in and for the County of Fremont, State of Colorado, Probate No. 13PR30032 on May 7, 2013, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon the grantor by the Colorado Probate Code, the grantor docs hereby convey, assign, transfer and release until the grantees as the persons entitled to distribution, the following described real property situated in County of Fremont and State of Colorado, described as follows:

Subd: ROCK CREEK F1 TRACT 13A ROCK CREEK FIL #1
DESC AS FOLLS: THAT PORT OF W2 OF
SECT 34-51-11 DESC AS FOL: COMM AT SE COR OF
NE4NW4 SD SECT 34 RUN TH S 4DEG 50MIN 24SEC E
ALG THE ELY LN SD W2 SD SEC T 34 335 FT TO POB OF
HEREIN DESC TR; TH CONTINUE S 4DEG 50MIN 24SEC E
ALG ELY LN 525 FT; TH S 80D EG 09MIN 35SEC W
1,806.10 FT; TH N 16DEG 36M IN 27SEC W 70 FT;
TH N 22DEG 41MIN 52SEC W 30 3.82 FT; TH
N 30DEG 18MIN 23SEC W 52.14 FT; TH
N 76DEG 58MIN 12SEC E 1,949 .05 FT TO POB
LESS 10.00 A M/L OF THIS TR ACT DESC AS FOLL;
A TR OF LAND LOC IN THE S2 OF THE NW4 OF SEC 34-51-11
DESC AS FOLL; COMM AT THE S E COR OF THE NE4NW4 OF SD
SEC 34; TH S04-50-24E ALG T HE ELY LN OF THE W2 OF SD
SEC 34; A DIST OF 335.00 FT TO THE POB OF THE TR HEREIN
DESC; TH PROCEEDING AROUND THE TR S04-50-24E ALG SD EL
LN 285.11 FT; TH S80-09-35W 1874.02 FT; TH N22-41-52W
130.0 FT; TH N30-18-23W 52. 14 FT; TH N76-58-12E 1949.0
FT TO THE POB; CONT 10.08 A . REF FROM 984-04-069
EXC OIL, GAS & MINERAL RIGH TS IN SCH #770-08-020;
& 770-12-700 & 770-04-700

And commonly known as: 108 Rock Creek Trail in the County of Fremont, State of Colorado
Parcel Number 00007700460.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on the date first
above written.

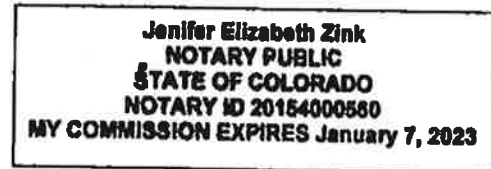

Shirleen Sabatino, Personal Representative

STATE OF COLORADO
County of Fremont

The foregoing instrument was acknowledged before me this 7th day of January, 2022 by
Shirleen Sabatino, Personal Representative of the Estate of Earl Dean Baird.

Witness my hand and official seal.
My commission expires: 1/7/2023

Jenifer Zink Notary Public



Tax Address:
Cary Baird
1155 Ash Street #1207
Denver, CO 80220

After recording, return to:
Cary Baird
1155 Ash Street #1207
Denver, CO 80220

**PERSONAL REPRESENTATIVE'S DEED
(DISTRIBUTION)**

THIS DEED, is dated 7th of January, 2021, and is made between the grantor, SHIRLEEN SABATINO, as the personal representative of the **ESTATE OF EARL DEAN BAIRD**, deceased, and the grantees **CARY DEAN BAIRD** and **SHIRLEEN GAY SABATINO** as tenants in common. *Shirleen Sabatino 1836 Flora Ct. Canon City, CO 81210*

WHEREAS the decedent died on the date of March 9, 2013 and the grantor was duly appointed personal representative of said estate by the District Court in and for the County of Fremont, State of Colorado, Probate No. 13PR30032 on May 7, 2013, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon the grantor by the Colorado Probate Code, the grantor docs hereby convey, assign, transfer and release until the grantees as the persons entitled to distribution, the following described real property situated in County of Fremont and State of Colorado, described as follows:

Subd: ROCK CREEK F1 A TR OF LD LOC IN THE S2NW4 SEC 34-51-11 DESC AS FOLLS:
COMM AT THE SE COR OF THE NE4NW4 OF SD SEC 34; TH S
04 DEG 50'24"E ALG THE ELY LN OF THE W2 OF SD SEC 34;
A DIST OF 335.00 FT TO THE POB OF THE TR HEREIN DESC;
TH PROCEED AROUND THE TR S 04 DEG 50'24"E ALG SD ELY
LN 285.11 FT; TH S 80 DEG 0'9'35"W 1874.02 FT; TH N 22
41'52"W 130.0 FT; TH N 30 DEG 18'23"W 52.14 FT; TH N
76 DEG 58'12"E 1949 FT TO THE POB; BEING A PART OF
TR-13A ROCK CREEK FIL
REF FROM 770-00-460
EXC OIL, GAS & MIN RIGHTS IN 770-08-020/770-12-200/77
0-12-200/770-14-700
MANUF #93000-00-469

And commonly known as: 64 Rock Creek Trail in the County of Fremont, State of Colorado
Parcel Number 000098404069.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on the date first above written.



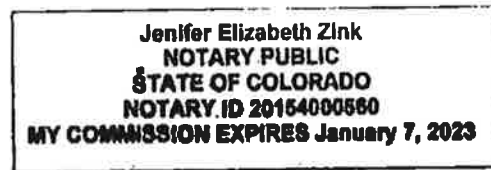
Shirleen Sabatino, Personal Representative

STATE OF COLORADO
County of Fremont

The foregoing instrument was acknowledged before me this 7th day of January, 2022 by
Shirleen Sabatino, Personal Representative of the Estate of Earl Dean Baird.

Witness my hand and official seal.
My commission expires: 1/7/2023

Jenifer Zink Notary Public



Tax Address:
Cary Baird
1155 Ash Street #1207
Denver, CO 80220

After recording, return to:
Cary Baird
1155 Ash Street #1207
Denver, CO 80220

| | |
|---|--|
| District Court Fremont County, Colorado Court Address: 136 Justice Center Road Canon City, CO 81212 | DATE FILED: May 7, 2013 DATE FILED: April 24, 2013 COURT USE ONLY Case Number: <u>13PR 30032</u> Division <u>3</u> Courtroom <u>201</u> |
| In the Matter of the Estate of: EARL DEAN BAIRD Deceased | |
| LETTERS <input checked="" type="checkbox"/> TESTAMENTARY <input type="checkbox"/> OF ADMINISTRATION | |

Shirleen Sabatino was appointed or qualified by this Court or its Registrar on May 7, 2013
_____ (date) as:

- Personal Representative.
- Successor Personal Representative.

The Decedent died on March 9, 2013

These Letters are proof of the Personal Representative's authority to act pursuant to §15-12-701, et. seq. C.R.S. except for the following restrictions, if any:

Date: May 7, 2013

FREMONT COUNTY
 COLORADO
 SEAL
 COMBINED COURTS

DEBORAH SATHER STRINGARI
 CLERK OF THE COMBINED COURTS
 By: [Signature]
 Probate Registrar (Deputy) Clerk of Court

CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of _____ (date).

Probate Registrar (Deputy) Clerk of Court

STEWART TITLE

01330-28812JD

Return to:

2.50

WARRANTY DEED

THIS DEED, Made this 30th day of August, 2006, between
KERRY D. MIDDLEMISS AND CLARA MIDDLEMISS

of the said County of _____ and State of COLORADO, grantor, and
EARL DEAN BAIRD

whose legal address is 1836 FLORA COURT
CANON CITY, CO 81212
of the said County of FREMONT and State of COLORADO, grantee:

STATE DOCUMENTARY FEE
Date SEP 01 2006
Amount \$ 3.50
DECLARATION ATTACHED

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 ATTACHED LEGAL DESCRIPTION

also known by street and number as: VACANT PROPERTY, FREMONT COUNTY, CO

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the 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 2006 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

The grantor shall and will WARRANTY 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.

Kerry D. Middlemiss
KERRY D. MIDDLEMISS

Clara Middlemiss
CLARA MIDDLEMISS

State of COLORADO)
) ss.
County of FREMONT)

The foregoing instrument was acknowledged before me this 30th day of August, 2006, by
KERRY D. MIDDLEMISS AND CLARA MIDDLEMISS



My commission expires August 11, 2009. Witness my hand and official seal
Claudine Warner
Notary Public

ATTACHED LEGAL DESCRIPTION

Order Number: 200625526

A TRACT OF LAND LOCATED IN THE S1/2 NW1/4 OF SECTION 34, TOWNSHIP 51 NORTH,
RANGE 11 EAST OF THE N.M.P.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NE1/4 NW1/4 OF SAID SECTION 34,
THENCE SOUTH 04°50'24" EAST ALONG THE EASTERLY LINE OF THE W1/2 OF SAID
SECTION 34, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING OF THE TRACT
HEREIN DESCRIBED;

THENCE PROCEEDING AROUND THE TRACT SOUTH 4°50'24" EAST ALONG SAID EASTERLY
LINE 285.11 FEET;

THENCE SOUTH 80°09'35" WEST 1874.02 FEET;

THENCE NORTH 22°41'52" WEST 130 FEET;

THENCE NORTH 30°18'23" WEST 52.14 FEET;

THENCE NORTH 76°58'12" EAST 1949.05 FEET TO THE POINT OF BEGINNING.

FREMONT COUNTY, COLORADO.

KMM

CM

EAB

WARRANTY DEED

THIS DEED, Made this 13th day of October, 19 93,
between
SHIRLEY M. DRUMMOND

RECORDER'S STAMP

of the *County of PUEBLO and State of
Colorado, grantor(s) and

EARL D. BAIRD AND VENA LEE BAIRD

whose legal address is **1836 Flora Court, Canon City, CO 81212**

of the County of FREMONT and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of
ELEVEN THOUSAND AND NO/100-----DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but
in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County
of FREMONT and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A"

STATE DOCUMENTARY FEE
Date OCT 15 1993
Amount \$ 1.10

also known by street and number as

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs
and assigns forever. And the grantor(s) for her self, her heirs and personal representatives does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the encasing and delivery of these
presents is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate
of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except **None.**

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

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

Shirley M. Drummond
SHIRLEY M. DRUMMOND

STATE OF COLORADO
County of Pueblo } ss.

The foregoing instrument was acknowledged before me this 13th day of October, 1993,
by Shirley M. Drummond.

My commission expires August 11 Witness my hand and official seal.

Bonnie Olivieri
Notary Public
627 N. Main St.
Pueblo, CO 81003

*If in Denver, insert "City and."

755801

10/15/93
422

225

EXHIBIT "A"

FREMONT COUNTY

A tract of land located in the S1/2 NW1/4 of Section 34, Township 51 North, Range 11 East of the N.M.P.M., described as follows:

Commencing at the Southeast corner of the NE1/4 NW 1/4 of Section 34;

thence South 04 degrees 50'24" East along the Easterly line of the W1/2 of said Section 34, a distance of 335.00 feet to the point of beginning of the tract herein described;

thence proceeding around the tract South 4 degrees 50'24" East along said Easterly line 285.11 feet;

thence South 80 degrees 09'35" West 1874.02 feet;

thence North 22 degrees 41'52" West 130.0 feet;

thence North 30 degrees 18'23" West 52.14 feet;

thence North 76 degrees 58'12" East 1949.05 feet to the point of beginning.

RESERVING a non-exclusive easement for ingress and egress over and across a strip of land 60.00 feet in width, lying 30.00 feet on either side of the centerlines of all existing roadways contained within the above described property.

LEGAL DESCRIPTION IS A COPY

10:20
6.00
432

STATUTORY WARRANTY DEED

EVERETT LOWRY and EILEEN LOWRY, whose address is 5439 Highway 9, City of Canon City, County of Fremont, and State of Colorado, for the consideration of TEN DOLLARS, in hand paid, hereby sell and convey to EARL DEAN BAIRD and VENA LEE BAIRD, in joint tenancy, whose address is 1836 Flora Court, City of Canon City, Colorado, County of Fremont, and State of Colorado, the following real property in the County of Fremont, and State of Colorado, to-wit:

A tract of land located in the West Half (W $\frac{1}{2}$) of Section 34, Township 51 North, Range 11 East of the New Mexico Principal Meridian, Fremont County, Colorado, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 34; thence South 04°50'24" East along the East boundary of the said W $\frac{1}{2}$ a distance of 860.0 feet; thence South 80°09'35" West 850.0 feet to the point of beginning of the tract herein described; thence proceeding around said tract South 05°35'34" East 507.52 feet; thence South 81°18'30" West 742.52 feet to the westerly boundary of a 32 foot non exclusive roadway easement; thence along said westerly road easement boundary the following three (3) courses and distances: first North 20°39'05" West 115.45 feet; thence North 32°00' West 207.98 feet; thence North 14°12'54" West 185.73 feet; thence leaving said westerly road easement boundary North 80°09'35" East 896.23 feet to the point of beginning.

SDF \$0.90

Subject to a roadway easement for access purposes, said roadway being 32 feet wide and being 16 feet on each side of the following described centerline:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 34; thence South 04°50'24" East along the easterly boundary of the said W $\frac{1}{2}$ of Section 34 a distance of 860.0 feet; thence South 80°09'35" West 1730.18 feet to the point of beginning of the roadway centerline herein described; thence proceeding along said centerline South 14°12'54" East 182.0 feet; thence South 32°00' East 210.0 feet; thence on a curve to the left a distance of 74.79 feet, said curve having a radius of 39.36 feet and a chord which bears North 85°13'07" East 64.03 feet; thence North 22°26'14" East 451.35 feet to the northerly boundary of the above described tract.

MJB

Also subject to a non-exclusive roadway easement, said easement being 32 feet wide and lying easterly of, adjacent to and parallel with the first course (North 20°39'05" West 115.45 feet) in the above tract description.

Subject to exceptions, reservations of record and together with rights-of-way and or easements of record or existing.

Address: Vacant land

STATE DOCUMENTARY FEE
Date SEP 7 1988
Amount \$.900

Filed for record

JUN 20 1980

at 11:35 A.M. NORMA HATFIELD

Reception No. 469123

B 653 P 68

Fremont County Clerk and Recorder

4.00

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

This agreement, made in duplicate the 30TH day of SEPT. 1971 A.D. between Earl D. and Vena Lee Baird, hereinafter called the Sellers, and Donald B. and Shirley M. Drummond, hereinafter called the Purchasers:

Witnesseth, that if the Purchasers shall first make the payments and perform the covenants herein mentioned to be made and performed by the Purchasers, the Sellers will there upon convey to the Purchasers the following described property situated in the County of Fremont, in the State of Colorado, approximately 10 acres of the North half of Rock Creek, Track 13-A. Rock Creek, Track 13-A is that portion of the West half of Section 34 in Township 51 North, Range 11 East of the New Mexico Meridian, Fremont County, Colorado, described as follows:

11:55

D 7
21

Commencing at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 34, run thence S 4° 50' 24" E along the easterly line of said West half of said Section 34, 335.00 feet to the point of beginning of that tract of land herein described. Thence continue S 4° 50' 24" E along said easterly line, 525.00 feet, thence S 80° 09' 35" W, 1,806.18 feet; thence N 16° 36' 27" W, 70.00 feet, thence N 22° 41' 52" W, 303.82 Feet, thence N 30° 18' 23" 52.14 feet, thence N 76° 58' 12" E, 1,949.05 feet to the point of beginning.

STATE DOCUMENTARY FEE
Date JUN 20 1980
Amount \$ 1.21

1. The Purchasers agree to pay to the Sellers as the purchase price of said property, the sum of Two thousand eighty and no/100ths (\$2,080.00), dollars, in the following manner, to wit: To-wit: Two hundred eight and no/100th (\$208.00) dollars cash in hand paid, the receipt whereof is hereby acknowledged, and the balance with interest at 8% percent per annum, in monthly installments of \$22.75, or more to be paid on the first day of each month beginning October 1, 1971.

2. It is further agreed that Purchasers will pay their share of all taxes of whatever kind or nature which may be levied against said property from and after the date of this agreement, including special assessments, and that the taxes for 1971 shall be pro-rated to the date of this contract, and payable upon receipt of the tax assessment from the County of Fremont, Colorado. Purchasers agree to pay one half of the taxes on Rock Creek Tract 13-A for subsequent years upon receipt of Assessment from Fremont County, Colorado.

with all its appurtenances and warrant the title to the same,
subject to general property taxes for 1988, due January 1, 1989,
which the grantees assume and agree to pay.

Date: September 6, 1988.

Everett Lowry
EVERETT LOWRY

Eileen Lowry
EILEEN LOWRY

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 6th
day of September, 1988 by EVERETT LOWRY and EILEEN LOWRY.

WITNESS my hand and official seal.

My commission expires:

2/23/1989
Fredrickson
Notary Public



3. At the time of the completion of the payments as herein provided, Sellers, their successors and assigns, agree to deliver to Purchasers, their heirs, executors, administrators and assigns, a good and sufficient Warranty Deed. Prior to delivery of the Warranty Deed, buyers and sellers shall share the cost of surveying the mid-line of Rock Creek, Tract 13-A.

4. Purchasers and Sellers agree to provide unrestricted ingress and egress over existing roads traversing said property. In the event Buyers elect to fence said property, buyers will at their expense provide gates or cattle guards that will permit ingress and egress over existing roads by wheeled vehicles.

5. It is understood that the terms of this agreement shall be binding upon and inure to the heirs, administrators, executors, successors and assigns of all parties hereto.

6. And it is further agreed that in the event Purchasers should desire to sell their North half of Rock Creek Tract 13-A Sellers reserve the right of first option to purchase.

Earl D. Baird
Earl D. Baird

Vena Lee Baird
Vena Lee Baird

Donald B. Drummond
Donald B. Drummond

Shirley M. Drummond
Shirley M. Drummond

Purchasers Address Sellers Address
622 W. Routt Pueblo, Colo 1022 W 101st Ave, Denver, Colo



Edward Leonard

Warranty Deed

Know all Men by these Presents, That Cathedral Valley, Inc., A Colorado Corporation

of the County of El Paso and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to Earl Dean Baird and Vena Lee Baird

of the County of BOULDER and State of Colorado, in Joint Tenancy, the following Real Property situate in the County of Fremont and State of Colorado, to-wit:

That portion of Section 28 in Township 51 North, Range 11 East of the New Mexico Principal Meridian, Fremont County, Colorado, described as follows: Tract 22-a
The north half of the northeast quarter of the southeast quarter of said Section 28.

Reserving to the grantors, their heirs and assigns, a non-exclusive easement for ingress and egress over and across a strip of land 60.00 feet in width, lying 30.00 feet on either side of the centerlines of all existing roadways contained within the above described property.

STATE DOCUMENTARY FEE
Date 12-7-71
Amount \$ 1.84

Legal Description: Rock Creek Tract 13-a

That portion of the west half of Section 34 in Township 51 North, Range 11 East of the New Mexico Principal Meridian, Fremont County, Colorado, described as follows:

Commencing at the southeast corner of the northeast quarter of the northwest quarter of said Section 34, run thence S 4°50'24" E along the easterly line of said west half of said Section 34, 335.00 feet to the point of beginning of that tract of land herein described:

Thence continue S 4°50'24" E along said easterly line, 525.00 feet; thence S 80°09'35" W, 1,206.18 feet; thence N 16°36'27" W, 70.00 feet; thence N 22°41'52" W, 303.82 feet; thence N 30°18'23" W, 52.14 feet; thence N 76°58'12" E, 1,949.05 feet to the point of beginning.

Reserving to the grantors, their heirs and assigns, a non-exclusive easement for ingress and egress over and across a strip of land 32.00 feet in width, lying 16.00 feet on either side of the centerlines of all existing roadways contained within the above described property.

This deed is delivered with the understanding that there is a Mortgage recorded in Book 466, Page 337, a Mortgage recorded in Book 497, Page 59, and a Deed of Trust recorded in Book 517, Page 26 of the records of Fremont County all of which are indebtedness owed by Grantor and shall be paid by Grantor according to their terms and tenor.

Grantee is executing his Note and Deed of Trust of even date for balance due Grantor and when this is fully paid, Grantor shall obtain a partial release from above Trust Deed which then will clear all indebtedness on above described land.

171

with all its appurtenances and warrant(s) the title to the same, subject to restrictions, reservations and covenants of record, if any, except taxes for current year.

Signed and delivered this 12th day of August, 19 71.



Cathedral Valley, Inc., A Colorado Corporation

By: Melvin Olsen, President
Melvin Olsen

Leonard B. Main, Secretary

STATE OF _____ } ss. The foregoing instrument was acknowledged before me
County of _____ } this _____ day of _____, 19 _____,
by _____

Witness my hand and official seal.
My commission expires _____

STATE OF Colorado } ss. The foregoing instrument was acknowledged before me
County of _____ } this _____ day of August, 19 71,
by Melvin Olsen } as President
and Leonard B. Main } as Secretary of
Cathedral Valley, Inc., A Colorado Corporation, a corporation.
Witness my hand and official seal.
My commission expires May 17, 1972
Leonard B. Main



NOTARY PUBLIC
Furnished by
COLORADO TITLE GUARANTY CO.
EL PASO ABSTRACT CO.
121 East Vermijo Ave.
Colorado Springs, Colorado



DEMFBUCO-PL141152
CTG 8181069

*If joint tenancy is not desired,
strike the phrase between the asterisks.

11.00
432

WARRANTY DEED

THIS DEED, Made this 16th day of July, 1997, between WILLARD G. TRAVNICEK AND BEVERLY JUNE TRAVNICEK

of the said County of CHAFFEE and State of COLORADO, grantor, and MARK LASKOWSKI AND RICHARD J. LUBCHENCO AND HARRIET E. LUBCHENCO

whose legal address is 2314 ELITE TERRACE, COLORADO SPRINGS, CO 80920 of the said County of FREMONT and State of COLORADO, grantee:

11.00

WITNESS, 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 grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the said County of FREMONT and State of Colorado described as follows: See Exhibit "A"

STATE DOCUMENTARY FEE
Date JUL 18 1997
Amount \$ 5.50

DECLARATION ATTACHED

665615 07/18/1997 11:35A B1290 P112 432
1 of 2 R 11.00 D 5.50 N 0.00 FREMONT COUNTY, CO

D.F.
5.60

M+B

also known by street and number as: PORTION OF CTY RD 11, FREMONT COUNTY

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the 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 1997 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 executed this deed on the date set forth above.

Willard G. Travnick
WILLARD G. TRAVNICEK

Beverly June Travnick
BEVERLY JUNE TRAVNICEK

State of COLORADO)
) ss.
County of FREMONT)

The foregoing instrument was acknowledged before me this 16th day of July, 1997, by WILLARD G. TRAVNICEK AND BEVERLY JUNE TRAVNICEK

My commission expires May 18, 2001, _____ my hand and official seal.



Steven P. Johnson
Notary Public

LEGAL DESCRIPTION

THAT PORTION OF THE WEST 1/2 OF SECTION 34 IN TOWNSHIP 51 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34, RUN THENCE SOUTH 4°50'24" EAST ALONG THE EASTERLY LINE OF SAID WEST 1/2 OF SAID SECTION 34 A DISTANCE OF 860.0 FEET TO THE POINT OF BEGINNING OF THAT TRACT OF LAND HEREIN DESCRIBED:

THENCE CONTINUE SOUTH 4°50'24" EAST ALONG SAID EASTERLY LINE 525.00 FEET;
 THENCE SOUTH 81°18'30" WEST 842.0 FEET;
 THENCE NORTH 5°35'34" WEST 507.52 FEET;
 THENCE NORTH 80°09'35" EAST 850.0 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A ROADWAY EASEMENT FOR ACCESS PURPOSES, SAID ROADWAY BEING 32 FEET IN TOTAL WIDTH AND BEING 16 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34, RUN THENCE SOUTH 4°50'24" EAST ALONG THE EASTERLY LINE OF SAID WEST 1/2 OF SAID SECTION 34 A DISTANCE OF 860.0 FEET;

THENCE SOUTH 80°09'35" WEST 1730.18 FEET TO THE POINT OF BEGINNING OF THE ROADWAY CENTERLINE;

THENCE PROCEEDING ALONG SAID ROADWAY CENTERLINE SOUTH 14°12'54" EAST 182.0 FEET;

THENCE SOUTH 32°00' EAST 210.0 FEET;

THENCE ON A CURVE TO THE LEFT 74.79 FEET, SAID CURVE HAVING A RADIUS OF 39.36 FEET AND A CHORD WHICH BEARS NORTH 85°13'07" EAST 64.03 FEET;

THENCE NORTH 22°26'14" EAST 875.66 FEET;

THENCE ON A CURVE TO THE RIGHT A DISTANCE OF 257.13 FEET, SAID CURVE HAVING A RADIUS OF 75.69 FEET AND A CHORD WHICH BEARS NORTH 63°46'46" EAST 150.16 FEET;

THENCE SOUTH 74°52'41" EAST 950.41 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING LOCATED SOUTH 80°09'35" WEST 100.0 FEET FROM THE POINT OF BEGINNING OF SAID PARCEL.



865615 07/18/1997 11:35A B1290 P113 432
 2 of 2 R 11.00 D 5.50 N 0.00 FREMONT COUNTY, CO

**PERSONAL REPRESENTATIVE'S DEED
(DISTRIBUTION)**

THIS DEED, is dated 7th of January, 2021, and is made between the grantor, SHIRLEEN SABATINO, as the personal representative of the **ESTATE OF EARL DEAN BAIRD**, deceased, and the grantees **CARY DEAN BAIRD** and **SHIRLEEN GAY SABATINO** as tenants in common.

Shirleen Sabatino 1836 Flora Ct. Canon City, CO 81212

WHEREAS the decedent died on the date of March 9, 2013 and the grantor was duly appointed personal representative of said estate by the District Court in and for the County of Fremont, State of Colorado, Probate No. 13PR30032 on May 7, 2013, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon the grantor by the Colorado Probate Code, the grantor docs hereby convey, assign, transfer and release until the grantees as the persons entitled to distribution, the following described real property situated in County of Fremont and State of Colorado, described as follows:

Subd: ROCK CREEK F1 T-13B-1, ROCK CREEK FILING N O I DESC AS FOLL: A TR OF LAND LOCATED IN THE W1/2 OF 34-51-11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, FREMONT COUNTY COLORADO, BEING MORE PARTICULARLY DES C AS FOLL: COMM AT THE SE COR OF THE NE4NW4 OF SD SEC 34; TH S 04-50-24 E ALG THE E BNDRY OF THE SD W1/2 A DIST OF 860.0 FT; TH S80-09-35 W 850.0 FT TO THE POB OF THE TR HEREIN DESC: TH PROCEEDING AROUND SD TR S05 -35-34E 507.52FT; TH S 81-18-30 W 742.52 FT TO THE WL Y BNDRY OF A 32 FOOT NON EXCLUSIVE ROADWAY ESMT; TH ALG SD WYL ROAD ESMT BNDRY THE FOLLOWING THREE COURSES AND DISTANCES: FIRST N20-39-05 W 115.45 FT; TH N 32-00 W 207.98 FT; TH N14-12 54 W 185.73 FT; TH LEAVING SD WLY ROAD ESMT BNDRY N 80-09-35 E 896.23 FT TO T HE POB. SUBJ TO A ROADWAY ESMT FOR ACCESS PURPOSES, S D ROADWAY BEING 32 FT WIDE & BEING 16 FT ON EACH SIDE OF THE FOLLOWING DESC CTRLN: COMMENCING AT THE SE COR OF THE NE4NW4 OF SD SEC 34; TH S 04-50-24 E ALG THE ELY BNDRY OF THE SD W1/2 OF SEC 34 A DIST OF 860.0 FT; TH S 80-09-35 W 1730.18 FT TO THE POB OF THE ROADWAY C/L HEREIN DESC: TH PROCEEDING ALG SD C/L S 14-12-54 E 182.0 FT; TH S32-00 E 210. FT; TH ON A CURVE TO THE LE FT A DIST OF 74.79 FT, SD CURVE HAVING A RADIUS OF 39.36 FT AND A CHORD WH BEARS N 85-13-07 E 64.03 FT; TH N 22-26-14 E 451.35 FT TO TH E NLY BNDRY OF THE ABOVE DE SC TR. ALSO SUBJ TO A NON-EXCLUSIVE ROADWAY ESMT, SD ESMT BEING 32 FT WIDE AND LYING ELY OF, ADJ TO AND PAR ALLEL WITH THE FIRST COURSE (N 20-39-05 W 115.45 FT) IN THE ABOVE TR DESC: EXC OIL, GAS & MIN RIGHTS IN SCH #770-08-020 & 770-12-200 & 770-14-700

And commonly known as: 194 Rock Creek Trail in the County of Fremont, State of Colorado and Parcel Number 000077000460.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on the date first above written,

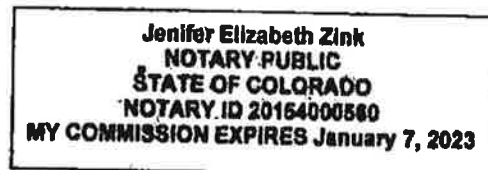
Shirleen Sabatino
Shirleen Sabatino, Personal Representative

STATE OF COLORADO
County of Fremont

The foregoing instrument was acknowledged before me this 7th day of January, 2022 by Shirleen Sabatino, Personal Representative of the Estate of Earl Dean Baird.

Witness my hand and official seal.
My commission expires: 1/7/2023

Jenifer Zink Notary Public



Tax Address:
Cary Baird
1155 Ash Street #1207
Denver, CO 80220

After recording, return to:
Cary Baird
1155 Ash Street #1207
Denver, CO 80220

Lot Name: parcela
 Lot Area (Square Feet): 412772.36
 Lot Area (Acres): 9.48
 Closing Direction: S78°25'38"W
 Closing Distance: 0.0028

Course Data:(Mapcheck Through Radius Points Method)

| Point | Northing | Easting | Direction | Distance |
|----------------------------|--------------|--------------|-------------|----------|
| Begin | 1284022.9143 | 2928833.8409 | N80°09'27"E | 894.23 |
| | 1284175.7743 | 2929714.9091 | S05°35'34"E | 507.52 |
| | 1283670.6703 | 2929764.3707 | S81°12'47"W | 738.76 |
| | 1283557.8168 | 2929034.2813 | N22°19'13"W | 117.48 |
| | 1283666.4947 | 2928989.6644 | N32°00'00"W | 207.98 |
| | 1283842.8717 | 2928879.4517 | N14°12'54"W | 185.73 |
| End | 1284022.9149 | 2928833.8437 | | |
| Error of Closure | 1 : 937306 | | | |
| Departure in Y (Northing): | -0.0006 | | | |
| Departure in X (Easting): | -0.0028 | | | |

Lot Name: parcelb
 Lot Area (Square Feet): 439093.40
 Lot Area (Acres): 10.08
 Closing Direction: S04°14'58"W
 Closing Distance: 0.0049

Course Data:(Mapcheck Through Radius Points Method)

| Point | Northing | Easting | Direction | Distance |
|----------------------------|--------------|--------------|-------------|----------|
| Begin | 1284404.7478 | 2928609.2406 | N76°58'13"E | 1949.05 |
| | 1284844.1738 | 2930508.1089 | S04°50'24"E | 285.11 |
| | 1284560.0804 | 2930532.1646 | S80°09'35"W | 1874.02 |
| | 1284239.8063 | 2928685.7152 | N22°41'52"W | 130.00 |
| | 1284359.7382 | 2928635.5521 | N30°18'23"W | 52.14 |
| End | 1284404.7527 | 2928609.2410 | | |
| Error of Closure | 1 : 872677 | | | |
| Departure in Y (Northing): | -0.0049 | | | |
| Departure in X (Easting): | -0.0004 | | | |

Lot Name: parcelc
 Lot Area (Square Feet): 439114.68
 Lot Area (Acres): 10.08
 Closing Direction: N32°11'25"W

Closing Distance: 0.0010

Course Data:(Mapcheck Through Radius Points Method)

| Point | Northing | Easting | Direction | Distance |
|----------------------------|--------------|--------------|-------------|----------|
| Begin | 1284239.8013 | 2928685.7148 | N80°09'35"E | 1874.02 |
| | 1284560.0754 | 2930532.1642 | S04°50'24"E | 239.89 |
| | 1284321.0408 | 2930552.4046 | S80°09'31"W | 1744.23 |
| | 1284022.9148 | 2928833.8415 | S80°11'29"W | 61.87 |
| | 1284012.3747 | 2928772.8759 | N16°36'27"W | 70.00 |
| | 1284079.4547 | 2928752.8689 | N22°43'27"W | 173.84 |
| End | 1284239.8004 | 2928685.7154 | | |
| Error of Closure | 1 : 3982527 | | | |
| Departure in Y (Northing): | 0.0009 | | | |
| Departure in X (Easting): | -0.0006 | | | |

Lot Name: 1a
Lot Area (Square Feet): 322610.35
Lot Area (Acres): 7.41
Closing Direction: S79°24'42"E
Closing Distance: 0.0088

Course Data:(Mapcheck Through Radius Points Method)

| Point | Northing | Easting | Direction | Distance |
|-------|--------------|--------------|-------------|----------|
| Begin | 1284359.7332 | 2928635.5517 | N30°18'23"W | 52.14 |
| | 1284404.7477 | 2928609.2406 | N76°58'13"E | 820.70 |
| | 1284589.7798 | 2929408.8102 | S20°04'10"W | 42.46 |
| | 1284549.8981 | 2929394.2397 | S43°34'11"W | 176.07 |
| | 1284422.3290 | 2929272.8858 | S33°41'15"W | 78.24 |
| | 1284357.2275 | 2929229.4890 | S23°48'35"W | 23.22 |
| | 1284335.9837 | 2929220.1151 | S17°09'32"W | 130.54 |
| | 1284211.2540 | 2929181.6028 | S19°15'35"W | 98.86 |
| | 1284117.9269 | 2929148.9938 | S11°30'52"W | 125.22 |
| | 1283995.2270 | 2929123.9980 | S11°51'47"W | 181.92 |
| | 1283817.1925 | 2929086.6001 | S08°27'26"W | 203.31 |
| | 1283616.0933 | 2929056.6991 | S76°08'53"W | 45.28 |
| | 1283605.2527 | 2929012.7359 | N20°39'05"W | 65.45 |
| | 1283666.4971 | 2928989.6530 | N32°00'00"W | 207.98 |
| | 1283842.8741 | 2928879.4404 | N14°12'54"W | 185.73 |
| | 1284022.9173 | 2928833.8323 | S80°11'29"W | 61.87 |
| | 1284012.3772 | 2928772.8667 | N16°36'27"W | 70.00 |
| | 1284079.4572 | 2928752.8597 | N22°43'27"W | 173.84 |
| | 1284239.8029 | 2928685.7062 | N22°41'52"W | 130.00 |

End 1284359.7348 2928635.5430
 Error of Closure 1 : 325933
 Departure in Y (Northing): -0.0016
 Departure in X (Easting): 0.0087

Lot Name: 2a
 Lot Area (Square Feet): 968098.35
 Lot Area (Acres): 22.22
 Closing Direction: S87°31'55"W
 Closing Distance: 0.0086

Course Data:(Mapcheck Through Radius Points Method)

| Point | Northing | Easting | Direction | Distance |
|--------------|--------------|--------------|-------------|----------|
| Begin | 1284589.7783 | 2929408.8123 | N76°58'11"E | 1128.35 |
| 1284844.1828 | 2930508.1085 | S04°50'24"E | 525.00 | |
| 1284321.0548 | 2930552.4046 | S80°09'32"W | 850.00 | |
| 1284175.7758 | 2929714.9119 | S05°35'34"E | 507.52 | |
| 1283670.6717 | 2929764.3735 | S81°18'30"W | 742.52 | |
| 1283558.4643 | 2929030.3807 | N20°39'05"W | 50.00 | |
| 1283605.2515 | 2929012.7466 | N76°08'53"E | 45.28 | |
| 1283616.0921 | 2929056.7098 | N08°27'26"E | 203.31 | |
| 1283817.1913 | 2929086.6108 | N11°51'47"E | 181.92 | |
| 1283995.2258 | 2929124.0086 | N11°30'52"E | 125.22 | |
| 1284117.9257 | 2929149.0044 | N19°15'35"E | 98.86 | |
| 1284211.2528 | 2929181.6135 | N17°09'32"E | 130.54 | |
| 1284335.9825 | 2929220.1257 | N23°48'35"E | 23.22 | |
| 1284357.2263 | 2929229.4997 | N33°41'15"E | 78.24 | |
| 1284422.3279 | 2929272.8965 | N43°34'11"E | 176.07 | |
| 1284549.8970 | 2929394.2504 | N20°04'10"E | 42.46 | |

End 1284589.7787 2929408.8209
 Error of Closure 1 : 568847
 Departure in Y (Northing): -0.0004
 Departure in X (Easting): -0.0086

BAIRD BOUNDARY LINE ADJUSTMENT

A BOUNDARY LINE ADJUSTMENT OF ROCK CREEK FILING NO.1

LOCATED WITHIN SECTION 34, TOWNSHIP 51 SOUTH, RANGE 11 WEST OF THE 6TH P.M.,
FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that

CARY DEAN BAIRD and SHIRLEEN GAY SABATINO is the owner of the following described land:

TO WIT

PARCEL A:

A TRACT OF LAND LOCATED IN THE W 1/2 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, FREMONT COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34; THENCE S 04-50-24 E ALONG THE EAST BOUNDARY OF THE SAID W 1/2 A DISTANCE OF 860.0 FEET; THENCE S 80-09-35 W 850.0 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE PROCEEDING AROUND SAID TRACT S 05-35-34 E 507.52 FEET; THENCE S 81-18-30 W 742.52 FEET TO THE WESTERLY BOUNDARY OF A 32 FOOT NON EXCLUSIVE ROADWAY EASEMENT; THENCE ALONG SAID WESTERLY ROAD EASEMENT BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES; FIRST N 20-39-05 W 115.45 FEET; THENCE N 32-00 W 207.98 FEET; THENCE N 14-12-54 W 185.73 FEET; THENCE LEAVING SAID WESTERLY ROAD EASEMENT BOUNDARY N 80-09-35 E 896.23 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A ROADWAY EASEMENT FOR ACCESS PURPOSES, SAID ROADWAY BEING 32 FEET WIDE AND BEING 16 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34; THENCE S 04-50-24 E ALONG THE EASTERLY BOUNDARY OF THE SAID W 1/2 OF SECTION 34 A DISTANCE OF 860.0 FEET; THENCE S 80-09-35 W 1730.18 FEET TO THE POINT OF BEGINNING OF THE ROADWAY CENTERLINE HEREIN DESCRIBED; THENCE PROCEEDING ALONG SAID CENTERLINE S 14-12-54 E 182.0 FEET; THENCE S 32-00 E 210.0 FEET; THENCE ON A A CURVE TO THE LEFT A DISTANCE OF 74.79 FEET, SAID CURVE HAVING A RADIUS OF 39.36 FEET AND A CHORD WHICH BEARS N 85-13-07 E 64.03 FEET; THENCE N 22-26-14 E 451.35 FEET TO THE NORTHERLY BOUNDARY OF THE ABOVE DESCRIBED TRACT.

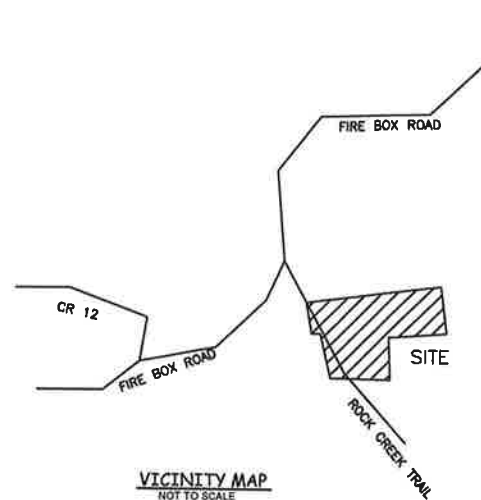
ALSO SUBJECT TO A NON-EXCLUSIVE ROADWAY EASEMENT, SAID EASEMENT BEING 32 FEET WIDE AND LYING EASTERLY OF, ADJACENT TO AND PARALLEL WITH THE FIRST COURSE (N 20-39-05 W 115.45 FEET) IN THE ABOVE TRACT DESCRIBED.

(SOMETIMES KNOWN AS TRACT 13B-1 ROCK CREEK FILING NO. 1)

PARCEL B:

A TRACT OF LAND LOCATED IN THE S 1/2 NW 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, FREMONT COUNTY COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34; THENCE SOUTH 04 DEGREES 50'24"E ALONG THE EASTERLY LINE OF THE W 1/2 OF SAID SECTION 34, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE PROCEEDING AROUND THE TRACT S 04 DEGREES 50'24"E ALONG SAID EASTERLY LINE 285.11 FEET; THENCE S 80 DEGREES 9'35"W 1874.02 FEET; THENCE N 22 DEGREES 41'52"W 130.0 FEET; THENCE N 30 DEGREES 18'23"W 52.14 FEET; THENCE N 76 DEGREES 58'12"E 1949 FEET TO THE POINT OF BEGINNING; (BEING A PART OF TRACT 13A, ROCK CREEK FILING NO. 1)



PARCEL C:

A TRACT OF LAND LOCATED IN THE W 1/2 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34, THENCE RUNNING S 4 DEGREES 50 MINUTES 24 SECONDS EAST ALONG THE EASTERLY LINE OF SAID W 1/2 OF SAID SECTION 34 335 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING S 4 DEGREES 50 MINUTES 24 SECONDS EAST ALONG THE EASTERLY LINE 525 FEET; THENCE S 80 DEGREES 09 MINUTES 35 SECONDS WEST 1806.10 FEET; THENCE N 16 DEGREES 38 MINUTES 27 SECONDS WEST 70 FEET; THENCE NORTH 22 DEGREES 41 MINUTES 52 SECONDS WEST 303.82 FEET; THENCE NORTH 30 DEGREES 18 MINUTES 23 SECONDS WEST 52.14 FEET; THENCE NORTH 76 DEGREES 58 MINUTES 12 SECONDS EAST 1949.05 FEET TO THE POINT OF BEGINNING. LESS 10.00 ACRES, MORE OR LESS, OF THIS TRACT DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 34; THENCE S 04-50-24E ALONG THE EASTERLY LINE OF THE W 1/2 OF SAID SECTION 34, A DISTANCE OF 335.00 FEET TO THE POINT OF THE TRACT HEREIN DESCRIBED; THENCE PROCEEDING AROUND THE TRACT S 04-50-24E ALONG SAID EASTERLY LINE 285.11 FEET; THENCE S 80-09-35W 1874.02 FEET; THENCE N 22-41-52W 130.0 FEET; THENCE N 30-18-23W 52.14 FEET; THENCE N 76-58-12E 1949.0 FEET TO THE POINT OF BEGINNING.

(BEING A PART OF TRACT 13A, ROCK CREEK FILING NO. 1) COUNTY OF FREMONT, STATE OF COLORADO.

DEDICATION

That CARY DEAN BAIRD and SHIRLEEN GAY SABATINO being the owner of the above described lands being platted and/or subdivided in Fremont County, Colorado, under the name of BAIRD BOUNDARY LINE ADJUSTMENT, have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

In witness whereof, CARY DEAN BAIRD and SHIRLEEN GAY SABATINO has subscribed their names this ____ day of _____ A.D. 20__

By _____
CARY DEAN BAIRD

By _____
SHIRLEEN GAY SABATINO

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this ____ day of _____ A.D. 20__, by CARY DEAN BAIRD and SHIRLEEN GAY SABATINO.

My commission expires _____
My address is _____
Witness my hand and official seal _____
Notary Public

REGISTERED LAND SURVEYOR'S CERTIFICATE

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

MATTHEW J. KOCH L.S. No. 37907

ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT

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

Chairman, Fremont County Board of County Commissioners

EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the plat, with the sole responsibility for maintenance being vested with the adjacent property owners except as otherwise noted, all interior lot lines are subject to a five (5) foot utility easement on both sides of lot lines. Exterior subdivision boundary is subject to a ten (10) foot utility easement.

COUNTY CLERK AND RECORDERS STATEMENT

STATE OF COLORADO)
COUNTY OF FREMONT)

This plat was filed for record in the office of the County Clerk and Recorder of Fremont County, Colorado, at _____, M., on the ____ day of _____, 20__ A.D. under reception number _____

Fremont County Clerk & Recorder

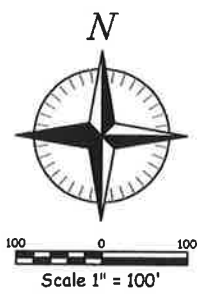
CORNERSTONE
LAND SURVEYING, L.L.C.
1022 PHAY AVE.
CANON CITY, COLORADO 81212
719-275-8881

JOB NO. JBALKE 2/21/25

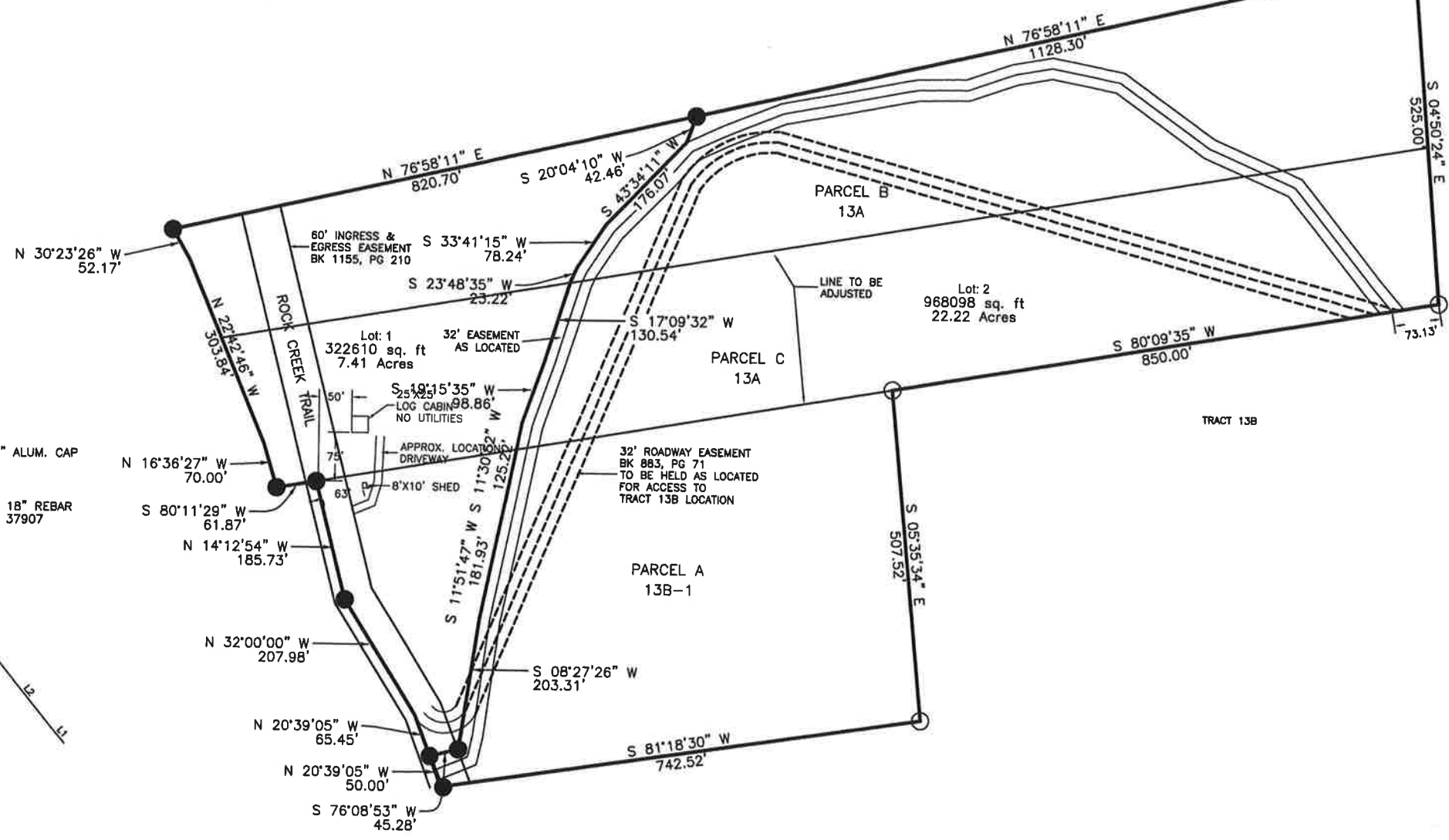
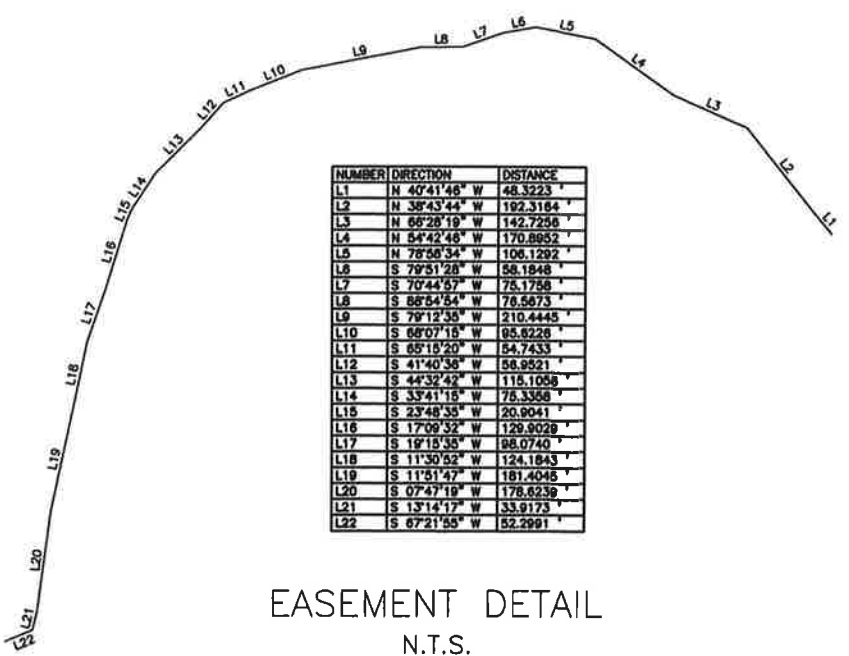
BAIRD BOUNDARY LINE ADJUSTMENT

A BOUNDARY LINE ADJUSTMENT OF ROCK CREEK FILING NO.1
 LOCATED WITHIN SECTION 34, TOWNSHIP 51 SOUTH, RANGE 11 WEST OF THE 6TH P.M.,
 FREMONT COUNTY, COLORADO

SE CORNER, NE1/4NW1/4
 SECTION 34
 S 04°50'24" E
 335.00'



○ = FOUND 1 1/2" ALUM. CAP
 L.S. NO. 16117
 ● = SET 1/2" X X 18" REBAR
 W/ CAP L.S. NO. 37907



NOTES:
 1.) BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 88 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, BEING S 00°18'57" E, 5346.24 FEET BETWEEN THE FOUND 2" ALU. CAP, L.S. NO. 23890 AT THE N 1/4 AND THE FOUND 3/4" REBAR AT THE S 1/4, PER GPS OBSERVATION.
 2.) RECORDED AND APPARENT RIGHTS-OF-WAY ARE SHOWN AS PER TITLE COMMITMENTS NO.1503COR, BY CORE TITLE GROUP LLC.
 3.) ALL DIMENSIONS SHOWN IN U.S. SURVEY FEET

CORNERSTONE
 LAND SURVEYING, L.L.C.
 1022 PHAY AVE.
 CANON CITY, COLORADO 81212
 719-275-8881

NOTICE:
 ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATION CONTAINED HEREON.