



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

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

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

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

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

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

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

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

Please mark which application you are applying for:

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

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

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

a. Name: Mike Tezak

Mailing Address: 6200 County Road 37, Cotopaxi, CO. 81212

Telephone Number: (719) 275-1146 Facsimile Number: \_\_\_\_\_

Email Address: miketezak@yahoo.com

b. Name: Andy Neinas

Mailing Address: 45000 W HWY 50, Cañon City, CO. 81212

Telephone Number: (719) 275-3154 Facsimile Number: \_\_\_\_\_

Email Address: andy@raftecho.com

c. Consulting Firm Name: 3 Rocks Engineering and Surveying

Mailing Address: 430 Main Street, Cañon, City, CO. 81212

Telephone Number: 719-430-5333 Facsimile Number: \_\_\_\_\_

Email Address: office@3rocksenineering.com

2. The proposed plat title is TEZAK-NEINAS LOT LINE ADJUSTMENT

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

4. The total number of lots as a result of this application are Three (3)

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 B (Business) Zone District.

b. This property is located in the AR (Agricultural Rural) Zone District.

c. This property is located in the RHB (Rural Highway Business) Zone District.

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

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

8. A submittal fee of \$ \$600 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 \_\_\_\_\_ Date \_\_\_\_\_

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

**Required Attachments:**

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

D.F. 13.50

**WARRANTY DEED**

DEC-2  
**THIS DEED**, Made this 20th day of October, 2008 between

**Randy Crosby**  
of the County of Fremont and State of COLORADO, grantor, and  
**Michael A. Tezak and Denise D. Tezak**

whose legal address is 6200 CR 37, Cotopaxi, CO 81223,  
of the County of Fremont, State of Colorado, grantees:

**WITNESS**, That the grantor, for and in consideration of the sum of **One Hundred Thirty-Five Thousand Dollars and NO/100's, (\$135,000.00)**,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 28 CR 3A, Canon City, CO 81212

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected into the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated August 24, 2008, between the parties.

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

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

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

**SELLER:**

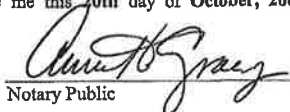
  
Randy Crosby

STATE OF COLORADO  
COUNTY OF Fremont

}ss:



The foregoing instrument was acknowledged before me this 20th day of October, 2008 by **Randy Crosby**

  
Notary Public

Witness my hand and official seal.  
My Commission expires: 4-19-09



Exhibit A

A triangular tract out of the SW corner of the NW1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M. described as follows:

Beginning at a point on the South line of said NW1/4 of Section 10, where the same intersects the East line of said Royal Gorge Highway; thence North along the said East line of said County Highway 210 feet to the Southerly right-of-way line of said State Highway 50; thence Southeasterly along said line of said State Highway 50 to its intersection with the said South line of the NW1/4; thence West along said Quarter Section line, 1,320 feet to the point of beginning.

TOGETHER with a tract of land in the SW1/4 of Section 10, Township 18 South, Range 71 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point on the East and West centerline of Section 10, from whence the NW corner of said Section 10 bears N 0° 15' 12" E, a distance of 2732.78 feet;

Thence North 89° 41' 46" East, a distance of 659.91 feet to the NW corner of Lippis Subdivision;

Thence S 00° 00' 44" E on the West line of said Lot 1, Lippis Subdivision, a distance of 30.00 feet to the NE corner of Lot 1, Ruttum Subdivision;

Thence N 89° 30' 32" W on the North line of said Lot 1, Ruttum Subdivision, a distance of 664.27 feet to intersect the East right of way line of the Royal Gorge Highway;

Thence N 11° 45' 35" E, on said right of way, a distance of 21.25 feet to the point of beginning.

(all bearings in this legal are based on the West line of Section 10, Township 18 South, Range 71 West of the 6<sup>th</sup> P.M., between the NW corner (Found Stone) the W1/4 corner (Found #5 Rebar) being N 00° 11' 00" E, a distance of 2732.90 feet)

EXCEPT beginning at a point from whence the NW corner of Section 10, Township 18 South, Range 71 West of the 6th P.M. bears North 14° 38' West, a distance of 2734.9 feet;

1. thence North 0° 11' East along the East property line, a distance of 25.1 feet;
2. thence North 83° 46' West, a distance of 643.0 feet to the East right of way line of the County Road to the Royal Gorge;
3. thence South 0° 11' West along the East right of way line of the County Road to the Royal Gorge, a distance of 210.0 feet;
4. thence North 10° 54' 30" East, a distance of 119.2 feet;
5. thence North 37° 50' 30" East, a distance of 76.3 feet;
6. thence South 83° 46' East, a distance of 573.8 feet to the point of beginning.

ALSO EXCEPT the West 60 feet of the SW1/4 NW1/4 and NW1/4 SW1/4 as granted in instrument recorded February 3, 1915 in Book 171, Page 235.

ALSO EXCEPT beginning at a point on the West boundary of said Section 10 whence the NW corner of said Section 10 bears North 0° 11' East, 2444.2 feet; thence South 83<sup>d</sup> 46' East, 1345.5 feet to the point of curvature; thence left along curve whose radius is 5630 feet, 756.6 feet to a point of tangency; thence North 88° 36' East, 3041.7 feet, to a point of curvature; thence right along a curve whose radius is 5780 feet, 331.2 feet to a point on the East boundary of said Section 10; thence South 0° 36' East, 44.2 feet to the East 1/4 corner of said Section 10; thence South 89° 28' West, 4626.6 feet; thence North 83<sup>d</sup> 46' West, 841.6 feet to a point on the West boundary of said Section 10; thence North 0° 11' East 100.6 feet, to the point or place of beginning.

ALSO EXCEPT beginning at a point on the West line of the said Section 10, 2544.4 feet Southerly from the Northwest corner of said Section 10, said point being on the South line of the right of way of the new U.S. Highway 50 as constructed in the year 1937 and 50 feet Southerly at right angles to the

center line of said Highway 50 at Engineers Station 2589458.3 and running thence South 83° 46' East 199.7 feet along the South line of the said right of way; thence in a Southwesterly direction on a curve whose radius is 205.4 feet, the ingress of said curve being on a line parallel with the center line of said Highway No. 50 and 30 feet Southerly therefrom and the point of tangency being on said line South 83° 46' East 228.18 feet and North 6° 03' East 20 feet from point of beginning of this tract and said right of way running Southwesterly on the curve to the intersection with the East and West center line of said Section 10; thence Westerly along the said center line of Section 10, to the intersection with the West line of said Section 10; thence North 0° 11' East along the said West line of Section 10 to the point of beginning.

ALSO EXCEPT a portion of the SW1/4 NW1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., described as follows:

Beginning at a point on the Southerly right-of-way line of U.S. Highway 50 from which a concrete right-of-way marker with a brass cap stamped STA. 2602+29.7 bears South 83<sup>d</sup> 28' 44" East a distance of 280.20 feet, said point also being the Northwesterly corner of the Tract of land described in Deed recorded in Book 501, Page 467, Fremont County records; thence South 06° 31' 16" West along the Westerly line of said Tract of land described in Book 501, Page 467, a distance of 35.62 feet to a point on the South line of the SW1/4 NW1/4 of said Section 10; thence North 88° 55' 00" East along the South line of said SW1/4 NW1/4 a distance of 269.19 feet to a point on the Southerly right-of-way line of U.S. Highway 50; thence North 83° 28' 44" West along said Southerly right-of-way line a distance of 266.82 feet to the point of beginning.

10.00  
132

#1/6 520

### WARRANTY DEED

THIS DEED, Made this 3rd day of December, 2001, between STANLEY J. THOMAS AND PAMELA S. THOMAS

of the said County of FREMONT and State of COLORADO, grantor, and MICHAEL A. TEZAK AND DENISE D. TEZAK

STATE DOCUMENTARY FEE  
Date DEC 07 2001  
Amount 16.50

**DECLARATION ATTACHED**

whose legal address is 6200 FREMONT COUNTY ROAD 37 TEXAS CREEK, CO 81223

of the said County of FREMONT and State of COLORADO, grantee:

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"

also known by street and number as: 44864 U.S. HIGHWAY 50, CANON CITY, CO 81212

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for 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 enrolling 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 2001 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.

Stanley J. Thomas  
STANLEY J. THOMAS

Pamela S. Thomas  
PAMELA S. THOMAS

State of COLORADO )  
) ss.  
County of FREMONT )

The foregoing instrument was acknowledged before me this 3rd day of December, 2001, by STANLEY J. THOMAS AND PAMELA S. THOMAS

My commission expires 8/16/2005



Witness my hand and official seal.

Claudia Ulms  
Notary Public

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 18 SOUTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY FENCE ON U.S. HIGHWAY NO. 50  
WHENCE RIGHT OF WAY CEMENT MARKER (STAMPED STA.2602+29.7) ON SAID FENCE BEARS  
SOUTH 83°46' EAST 280.2 FEET;

THENCE SOUTH 6°14' WEST 208.7 FEET;

THENCE SOUTH 83°46' EAST 313.0 FEET;

THENCE NORTH 6°14' EAST 208.7 FEET TO SAID HIGHWAY FENCE;

THENCE NORTH 83°46' WEST 313.0 FEET TO THE POINT OF BEGINNING, FREMONT  
COUNTY, COLORADO.



740945

Page: 2 of 2

12/07/2001 02:28F

D 18.50

NORMA HATFIELD FREMONT CTY CLK&REC CO R 10.00

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

330-F19784-22

Richard C. Nehls  
Packard Dierking  
2595 Canyon Blvd., Suite 200  
Boulder, Co 80302



### SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is executed and delivered as of December 21, 2022, by **Eric John Holgerson** ("Grantor"), in favor of **Echo Housing, LLC**, a Colorado Limited Liability Company ("Grantee"), whose legal address is 45000 Highway 50 West, Canon City, Colorado 81212.

Grantor, for and in consideration of the sum of One Hundred Sixty Thousand and 00/100ths Dollars (\$160,000.00), the receipt of which is hereby acknowledged, hereby sells and conveys to Grantee, and its successors and assigns forever, the real property in Fremont County, Colorado described on Exhibit A attached hereto and incorporated herein by this reference;

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

Grantor, for himself and his successors and assigns, does covenant and agree that he will WARRANT the title to the above-conveyed real property against all persons claiming by, through or under Grantor, subject to the matters set forth on Exhibit B attached hereto.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

**GRANTOR:**

  
\_\_\_\_\_  
**ERIC JOHN HOLGERSON**



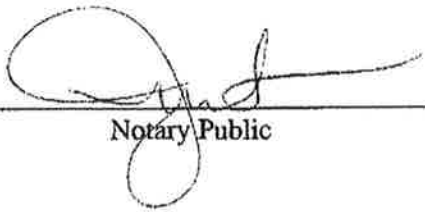
STATE OF COLORADO     )  
  )S  
COUNTY OF Fremont     )

The foregoing instrument was acknowledged before me on this 21 day of December 2022, by Eric John Holgerson.

WITNESS my hand and official seal.

My commission expires:

JESSICA M CURTIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20024013505  
MY COMMISSION EXPIRES JULY 10, 2026

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

**Exhibit A**  
**(Legal Description)**

*Lot 1, Lippis Subdivision, according to the recorded plat*

*County of Fremont*

*State of Colorado.*

*(Fremont County Assessor's Parcel No. 17079201)*

*known as: 107 Dixon Court, Canon City, Colorado 81212*

**Exhibit B**  
**(Permitted Exceptions)**

- 1.) Taxes and assessments for 2022, a lien not yet due and payable.
- 2.) Right of way to Mountain States Telephone and Telegraph Company as dated April 26, 1929 and recorded July 26, 1929 in Book 252, Page 9.
- 3.) Easement to Southern Colorado Power Company as recorded October 15, 1960 in Book 419, Page 198.
- 4.) Easements and notes as shown on Plat of Lippis Subdivision, recorded January 29, 1979, Reception No. 450423.
- 5.) Easement Agreement for an easement for access more fully described in document recorded April 19, 2022, Reception No. 1015273.



**SCHEDULE A**

**Title Report No.:** 330-F08616-24

1. **Effective Date:** July 3, 2024 at 12:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:  
    **Fee Simple**
3. Title to the estate or interest in the land is at the Effective Date vested in:  
    Echo Housing, LLC, a Colorado Limited Liability Company
4. The land referred to in this Title Report is described as follows:  
    **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**  
    (for informational purposes only) 107 Dixon Ct, Canon City, CO 81212-9757

**EXHIBIT "A"**  
Legal Description

Lot 1, Lippis Subdivision according to the recorded plat

County of Fremont  
State of Colorado

## SCHEDULE B Exceptions

1. Right of way to Mountain States Telephone and Telegraph Company as dated April 26, 1929 and recorded July 26, 1929 in [Book 252, Page 9](#).
2. Easement to Southern Colorado Power Company as recorded October 15, 1960 in [Book 419, Page 198](#)
3. Easements and notes as shown on Plat of Lippis Subdivision, recorded January 29, 1979, [Reception No. 450423](#).
4. Easement Agreement for an easement for access more fully described in document recorded April 19, 2022, Reception No. [1015273](#).
5. A deed of trust to secure an indebtedness in the amount shown below,  
Amount: \$117,000.00  
Dated: March 3, 2023  
Trustor/Grantor: Echo Housing, LLC, a Colorado Limited Liability Company  
Trustee: Fremont  
Beneficiary: Bank of the San Juans, Division of Glacier Bank  
Loan No.: unknown  
Recording Date: March 13, 2023  
Recording No.: [1025354](#)
6. Assignment of Rents and Leases  
  
Assigned to: Bank of the San Juans, Division of Glacier Bank  
Assigned by: Echo Housing, LLC, a Colorado Limited Liability Company  
Recording Date: March 13, 2023  
Recording No: [1025355](#)
7. Note: The liability of the Company hereunder is expressly limited to the value of the real property described herein and its permanent fixtures, and this liability must not be construed to include any dwellings or structures such as manufactured housing units, which are not permanently affixed to the Land.
8. NOTE: Statement of Authority for Echo Housing, LLC, a Colorado Limited Liability Company recorded December 22, 2022 at Reception No. [1023170](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:  
  
Andrew Neinas, Manager and Karen Neinas, Manager

**END OF EXCEPTIONS**

**SCHEDULE B**  
**Exceptions**  
(continued)

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

## EXHIBIT "B"

### LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR



## **EXHIBIT "B"**

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

## LIMITATIONS OF LIABILITY

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

171004  
STATE OF COLORADO)  
COUNTY OF FREMONT) SS  
Filed for record  
July 26, 1929, @ 3:04 P.M.  
Bessie McQuown, Recorder.  
Fees 75¢

Correct: Approved: Approved:  
ALBERT R. CAMPBELL B.F. CURTIS  
R.O.W. Agent State Const. Engineer State Plant  
by A. CYFFIN Superintendent

Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. Twenty and 00/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the Southeast quarter of the Northeast quarter, and the South half of the Southeast quarter, and the Northeast quarter of the Southeast quarter, of Section Twenty-one (21), Township Forty-eight (48) North, of Range Twelve (12) East of the New Mexico Meridian.

County of Fremont and State of Colorado, and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires  
Said sum being received in full payment therefor.

Witness my hand and seal this 27th day of June A.D. 1929 at Colo Spgs, Colo.  
(Postoffice Address)

Witnesses: JOHN A. LAMB  
ALBERT R. CAMPBELL V.D. COLEMAN  
Land Owner

No officer or employee of this Company is authorized to procure a receipt to a voucher, except upon payment of its amount, and the Company hereby gives notice, that if this voucher is signed without payment being made, it is done at the SIGNER'S OWN RISK.  
CANON CITY-SALIDA TOLL Line

171005  
STATE OF COLORADO)  
COUNTY OF FREMONT) SS  
Filed for record  
July 26, 1929, @ 3:05 P.M.  
Bessie McQuown, Recorder.  
Fees 75¢

Correct: Approved: Approved:  
ALBERT R. CAMPBELL B.F. CURTIS A.W. YOUNG  
R.O.W. Agent State Const. Engineer State Plant  
A. CYFFIN Superintendent

Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. Twenty-five and 00/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the

North half of the Southwest quarter, of Section Ten (10), also; In the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter. That part north of the Arkansas River ex ditches Roads & Railroad, and a tract 50' x 100' for School and Except Stone & Fire Clay. Section Eighteen (18) Township Eighteen (18) South, Range Seventy-one (71) West of the Sixth (6) Principal Meridian County of Fremont and State of Colorado.

and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires  
Said sum being received in full payment therefor.

Witness my hand and seal this 28th day of April A.D. 1929 at Parkdale Colo.  
(Postoffice Address)

Witnesses: WILFRED CLARK  
ALBERT R. CAMPBELL AGNES S. CLARK (SEAL)  
Land Owner

No officer or employee of this Company is authorized to procure a receipt to a voucher, except upon payment of its amount, and the Company hereby gives notice, that if this voucher is signed without payment being made, it is done at the SIGNER'S OWN RISK.  
CANON CITY-SALIDA TOLL Line.

KNOW ALL MEN BY THESE PRESENTS that the undersigned grantor,

CHARLEY J. PARSLEY & WINIFRED V. PARSLEY

of the County of Fremont, State of Colorado, in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable consideration, to the undersigned in hand paid by SOUTHERN COLORADO POWER COMPANY, a corporation duly organized and existing under the laws of the State of Colorado, hereinafter called the grantee, the receipt whereof is hereby acknowledged, hereby grant unto said grantee, its successors and assigns, the right, privilege and easement to construct, repair, replace, operate and maintain its lines for the transmission of electrical energy, including the necessary steel towers, poles, wires, guys, stubs and other fixtures, over, under, across and upon the following tract of land now owned by the undersigned in the County of Fremont, State of Colorado.

In the  $W\frac{1}{2}$ , beginning 643 feet, more or less, East of the intersection of the Royal Gorge Road and the South Line of Highway 50; thence Easterly 677 feet, more or less; thence Westerly on the South Line of the  $SE\frac{1}{4}$  of the  $NW\frac{1}{4}$  to a point Due South of the point of beginning; thence North to beginning -.79 acres.

The  $NE\frac{1}{4}$  of the  $SW\frac{1}{4}$ , the  $E\frac{1}{2}$  of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$ , less 1.21 acres for Highway 50 - 78.27 acres.

Excepting a tract conveyed to Harlan J. Pierce, Book 418 Page 305, all in Section 10, Township 18 South, Range 71 West of the 6th P.M., according to the recorded deed thereof on file and of record in the office of the County Clerk and Recorder of Fremont County, Colorado.

The purpose and intent of this Easement being to extend the existing plant to the Pierce Tract.

together with the right of ingress to, and egress from, said above described tract of land from adjoining lands owned by the grantor, same to be held and enjoyed by the grantee, its successors and assigns.

And also hereby grant unto said grantee, its successors and assigns, the right to attach its telephone line or lines to said poles or towers, and to permit the attachment of the wires of any other company to said poles or towers, and grantor further grants to grantee, its successors and assigns, the right and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of such lines, and also grant unto said grantee, its successors and assigns, the right to enter upon the above described premises at any and all times for the purposes above set forth.

WITNESS our hand and seal this 15th day of October, A. D. 19 60

*(Signature)* (SEAL)  
*(Signature)* (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF COLORADO }  
 County of Fremont } ss.

The foregoing instrument was acknowledged before me this 15th day of October, 19 60, by Charley J. Parsley and Winifred V. Parsley



My commission expires March 3, 1963.

Witness my hand and official seal.  
*(Signature)*  
 Notary Public

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

My commission expires \_\_\_\_\_  
 Witness my hand and official seal.  
 \_\_\_\_\_  
 Notary Public



**After recording return to:**

Richard C. Nehls  
Packard and Dierking, LLC  
2595 Canyon Blvd, Suite 200  
Boulder, CO 80302

**EASEMENT AGREEMENT**

*8th* THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this day of April, 2022, by and between Andrew C. Neinas and Karen M. Neinas (collectively, "Neinas") and Eric John Holgerson ("Holgerson").

**Recitals:**

A. Neinas is the owner of certain real property known as 156 Dixon Court, Canon City, Colorado 81212 more particularly described as Lot 2, Dixon Subdivision, County of Fremont, State of Colorado (the "Neinas Property").

B. Holgerson is the owner of certain real property known as 107 Dixon Court, Canon City, Colorado 81212 more particularly described as Lot 1, Lippis Subdivision, County of Fremont, State of Colorado (the "Holgerson Property").

C. Holgerson and Neinas desire to enter into this Agreement to create for the benefit of the Neinas Property an easement for access over and across a portion of the Holgerson Property.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements hereinafter set forth, and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT.** Holgerson hereby grants and conveys to Neinas, their successors and assigns, a perpetual, non-exclusive easement and right-of-way (the "Easement") over and across the Easement Area (as defined below) for access to and from, the Neinas Property, as more specifically described in Paragraph 2 below.

2. **PURPOSE OF EASEMENT.** Neinas' use of the Easement Area shall be for vehicular access to and from the Neinas Property for Neinas and their guests and invitees. The phrase "vehicular access" as used in this Agreement shall be broadly interpreted to encompass pedestrian, bicycle, and other forms of travel for which roads in Fremont Colorado are customarily used. The area benefitted by the Easement shall include the Neinas Property and any part thereof and the persons benefitted shall be the owners of any part of the Neinas Property.

3. **EASEMENT AREA.** The "Easement Area" is described on page 1 of Exhibit A hereto and is depicted on page 2 of Exhibit A hereto.

4. **RESERVATIONS.** Holgerson reserves the right to use and occupy the Easement Area for any lawful purpose consistent with the rights and privileges granted herein that will not interfere with or endanger any of the Neinas' rights under this Agreement.

5. **EASEMENT RUNNING WITH THE LAND.** The terms and provisions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, and transferees, each of whom shall become the "party" hereunder upon taking title to the applicable Holgerson Property or Neinas Property; provided, however, any party selling or transferring its fee title interest in the Holgerson Property or the Neinas Property shall automatically be released from any personal liability hereunder arising subsequent to such sale or transfer of fee title but not as to any liability for periods during its ownership.

6. **INITIAL IMPROVEMENTS.** In consideration of the foregoing grant of the Easement, Neinas shall, at Neinas' sole expense, repair the existing culvert and the existing dirt driveway in the Easement Area (the "Driveway") where the Driveway and culvert cross the gully (the "Initial Neinas Improvements").

7. **SUBSEQUENT IMPROVEMENTS AND MAINTENANCE.** Other than the Initial Neinas Improvements, improvement, repair, snow plowing, and maintenance of the Driveway and Easement Area or any segment thereof, may be undertaken by any party hereto at such party's expense, or the parties hereto may agree at any time to share expenses in such amounts as may be agreed between them.

8. **INDEMNIFICATION.** Each party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other party and such party's members, managers, partners, agents, successors, and assignees (collectively "Indemnified Parties"), from and against any third-party suit, demand, claim, liability, loss, damage, cost, or expense, including reasonable attorney's fees, that may be imposed upon or incurred by the Indemnified Parties and that arises from or is related to, either directly or indirectly, the use of the Easement Area by the Indemnifying Party or such Indemnifying Party's tenants, subtenants, visitors, employees, contractors, invitees, licensees, agents, permittees and similar persons.

9. **GOVERNING LAW.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado.

10. **ATTORNEY FEES.** The parties agree that in any action brought by a party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, such action shall be brought in a court of competent jurisdiction located in the County of Fremont, Colorado, and the party or parties substantially prevailing shall be entitled to recover his/her/its/their reasonable attorney fees and costs in addition to any relief awarded by such court.

11. **ENTIRE AGREEMENT; SEVERABILITY.** This Agreement constitutes the entire agreement between the parties hereto concerning the matters covered herein and supersedes all prior agreements and/or understandings, between the parties, whether written or oral, concerning the matters addressed herein; and there are no understandings, agreements, representations, or warrants, express or implied, which are not specified in writing and signed


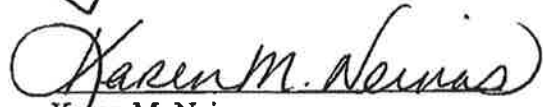


by the parties hereto. In the event that any of the terms of this Agreement are or become illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect.

12. **RECORDING.** This Agreement shall be recorded in the real property records of the County of Fremont, State of Colorado.

13. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first stated above

  
Andrew C. Neinas  
  
Karen M. Neinas

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF FREMONT     )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2022, by Andrew C. Neinas and Karen M. Neinas.

Witness my hand and official seal.

My commission expires: 7/29/2024

JESSICA A CONNOUR  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20204026028  
MY COMMISSION EXPIRES JULY 29, 2024

  
Notary Public

  
Eric John Holgerson

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF FREMONT        )

The foregoing instrument was acknowledged before me this 5 day of 2022, 2022, by Eric John Holgerson.

Witness my hand and official seal.

My commission expires: 7/29/2024

  
Notary Public

JESSICA A CONNOUR  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20204026028  
MY COMMISSION EXPIRES JULY 29, 2024

**EXHIBIT "A"**  
**LEGAL DESCRIPTION & DEPICTION OF**  
**THE EASEMENT AREA**

**LEGAL DESCRIPTION**

PART OF LOT 1, LIPPIS SUBDIVISION  
LOCATED IN THE SW 1/4, SEC. 10, T.18S, R.71W, 6TH P.M.  
FREMONT COUNTY, COLORADO

A PARCEL OF LAND BEING A PART OF LOT 1, LIPPIS SUBDIVISION, COUNTY OF FREMONT, STATE OF COLORADO,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF DIXON COURT, AT THE SOUTHEAST CORNER OF SAID LOT 1;  
THENCE S77°23'03"W, ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH LINE OF LOT 2, DIXON  
SUBDIVISION, A DISTANCE OF 304.98 FEET;  
THENCE N0°04'44"E A DISTANCE OF 30.75 FEET TO THE SOUTH LINE COMMON TO LOTS 1 AND 2, SAID LIPPIS  
SUBDIVISION;  
THENCE N77° 23' 03"E, ALONG SAID COMMON LINE, A DISTANCE OF 328.54 FEET TO SAID WESTERLY LINE OF  
DIXON COURT AND A POINT OF NON-TANGENT CURVE;  
THENCE SOUTHWESTERLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID NON-TANGENT CURVE TO THE  
LEFT, HAVING A CENTRAL ANGLE OF 50°29'36", A RADIUS OF 50.00 FEET, A LENGTH OF 44.06 FEET AND A CHORD  
THAT BEARS S32°41'13"W FOR 42.65 FEET TO THE POINT OF BEGINNING,  
CONTAINING 9, 366 SQUARE FEET OF LAND, MORE OR LESS.

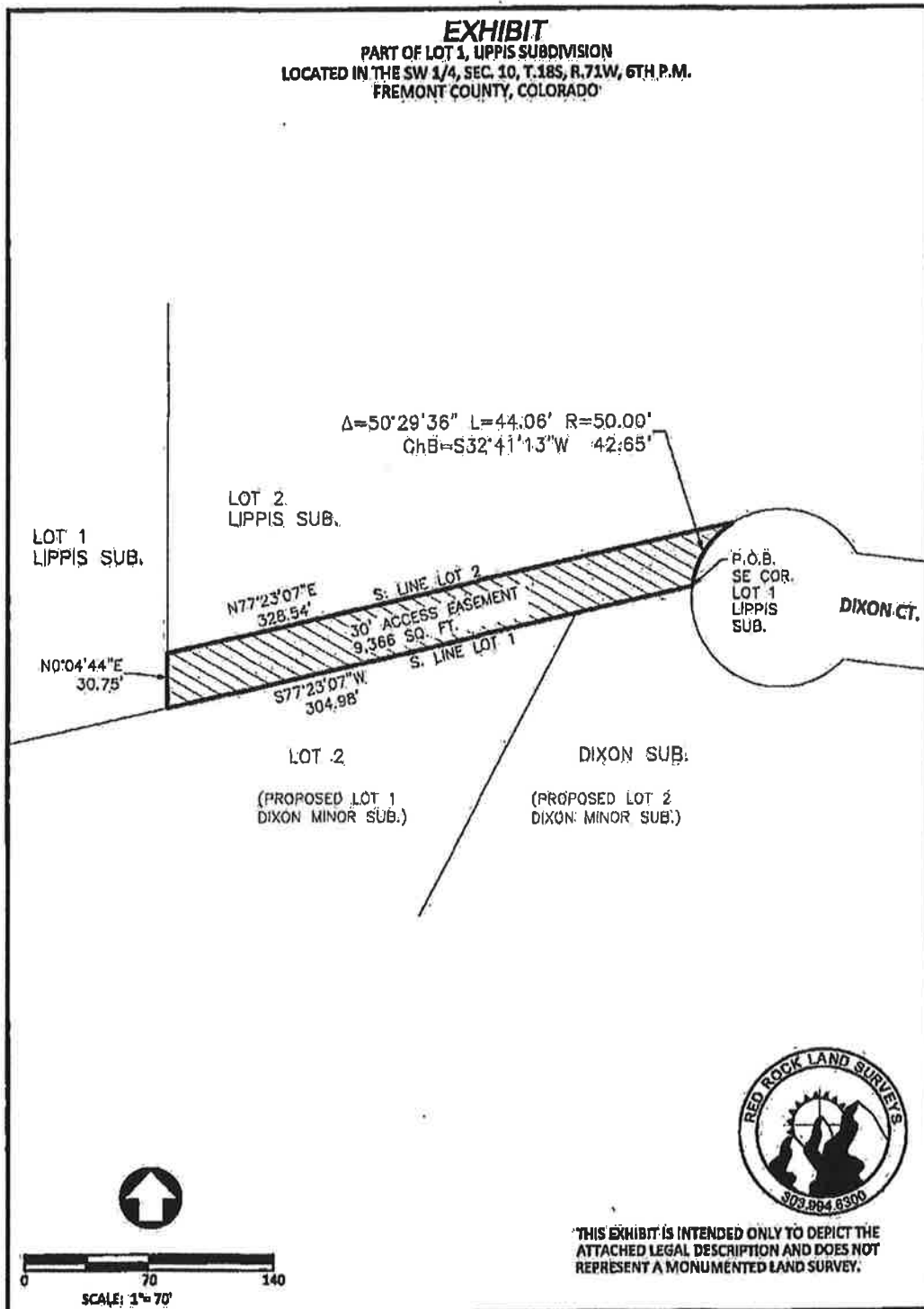
PREPARED BY:  
RED ROCK LAND SURVEYS, LLC  
JOHN E. KRATZ, PLS  
CO. REG. NO. 20142



NOTE: THIS LEGAL DESCRIPTION COMPILED FROM AVAILABLE INFORMATION  
AND RECRDS ONLY, AND DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED  
BY COLORADO STATE LAW.



Canon City, CO (303) 894-6300 jkratz@redrocklandsurveys.com	
PREPARED BY:	JEK
CHECKED BY:	LAK
DATE:	03/05/2021
JOB NO.:	20.73





**SCHEDULE A**

**Title Report No.:** 330-F08621-24

1. **Effective Date:** July 3, 2024 at 12:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:  
    **Fee Simple**
3. Title to the estate or interest in the land is at the Effective Date vested in:  
    Michael A. Tezak and Denise D. Tezak
4. The land referred to in this Title Report is described as follows:  
    **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**  
    (for informational purposes only) 28 County Road 3A, Canon City, CO 81212-9729

**EXHIBIT "A"**  
Legal Description

A triangular tract out of the SW corner of the NW 1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M. described as follows:

Beginning at a point on the South line of said NW1/4 of Section 10, where the same intersects the East line of said Royal Gorge Highway; thence North along the said East line of said County Highway 210 feet to the Southerly right-of-way line of said State Highway 50; thence Southeasterly along said line of said State Highway 50 to its intersection with the said South line of the NW1/4; thence West along said Quarter Section line, 1,320 feet to the point of beginning.

TOGETHER with a tract of land in the SW1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., described as follows:

Beginning at a point on the East and West centerline of Section 10, from whence the NW corner of said Section 10 bears N 0° 15'12" E, a distance of 2732.78 feet;

Thence North 89° 41'46" East, a distance of 659.91 feet to the NW corner of Lippis Subdivision;

Thence S 00° 00'44" E on the West line of said Lot 1, Lippis Subdivision, a distance of 30.00 feet to the NE corner of Lot 1, Ruttum Subdivision;

Thence N 89° 30'32" W on the North line of said Lot 1, Ruttum Subdivision, a distance of 664.27 feet to intersect the East right of way line of the Royal Gorge Highway;

Thence N 11° 45'35" E, on said right of way, a distance of 21.25 feet to the point of beginning.

(all bearings in this legal are based on the West line of Section 10, Township 18 South, Range 71 West of the 6th P.M., between the NW corner (Found Stone) the W1/4 corner (Found #5 Rebar) being N 00° 11'00" E, a distance of 2732.90 feet)

EXCEPT beginning at a point from whence the NW corner of Section 10, Township 18 South, Range 71 West of the 6th P.M. bears North 14° 38' West, a distance of 2734.9 feet;

1. thence North 0° 11' East along the East property line, a distance of 25.1 feet;

2. thence North 83° 46' West, a distance of 643.0 feet to the East right of way line of the County Road to the Royal Gorge;

3. thence South 0° 11' West along the East right of way line of the County Road to the Royal Gorge, a distance of 210.0 feet;

4. thence North 10° 54'30" East, a distance of 119.2 feet;

5. thence North 37° 50'30" East, a distance of 76.3 feet;

6. thence South 83° 46' East, a distance of 573.8 feet to the point of beginning.

ALSO EXCEPT the West 60 feet of the SW1/4 NW1/4 and NW1/4 SW1/4 as granted in instrument recorded February 3, 1915 in Book 171, Page 235.

ALSO EXCEPT beginning at a point on the West boundary of said Section 10 whence the NW corner of said Section 10 bears North 0° 11' East, 2444.2 feet; thence South 83° 46' East, 1345.5 feet to the point of curvature; thence left along curve whose radius is 5630 feet, 756.6 feet to a point of tangency; thence North 88° 36' East, 3041.7 feet, to a point of curvature; thence right along a curve whose radius is 5780 feet, 331.2 feet to a point on the East boundary of said Section 10; thence South 0° 36' East, 44.2 feet to the East 1/4 corner of said Section 10; thence South 89° 28' West, 4626.6 feet; thence North 83° 46' West, 841.6 feet to a point on the West boundary of said Section 10; thence North 0° 11' East 100.6 feet, to the point or place of beginning.

ALSO EXCEPT beginning at a point on the West line of the said Section 10, 2544.4 feet Southerly from the Northwest corner of said Section 10, said point being on the South line of the right of way of the new U.S. Highway 50 as constructed in the year 1937 and 50 feet Southerly at right angles to the center line of said Highway 50 at Engineers Station 2589458.3 and running thence South 83° 46' East 199.7 feet along the South line of the said right of way; thence in a Southwesterly direction on a curve whose radius is 205.4 feet, the ingress of said curve being on a line parallel with the center line of said Highway No. 50 and 30 feet Southerly therefrom and the point of tangency being on said line South 83° 46' East 228.18 feet and North 6° 03' East 20 feet from point of beginning of this tract and said right of way running Southwesterly on the curve to the intersection with the East

**EXHIBIT "A"**  
Legal Description

and West center line of said Section 10; thence Westerly along the said center line of Section 10, to the intersection with the West line of said Section 10; thence North 0° 11' East along the said West line of Section 10 to the point of beginning.

ALSO EXCEPT a portion of the SW1/4 NW1/4 of Section 10, Township 18 South, Range 71 West of the 6th P.M., described as follows:

Beginning at a point on the Southerly right-of-way line of U.S. Highway 50 from which a concrete right-of-way marker with a brass cap stamped STA. 2602+29.7 bears South 83° 28'44" East a distance of 280.20 feet, said point also being the Northwesterly corner of the Tract of land described in Deed recorded in Book 501, Page 467, Fremont County records; thence South 06° 31'16" West along the Westerly line of said Tract of land described in Book 501, Page 467, a distance of 35.62 feet to a point on the South line of the SW1/4 NW1/4 of said Section 10; thence North 88° 55'00" East along the South line of said SW1/4 NW1/4 a distance of 269.19 feet to a point on the Southerly right-of-way line of U.S. Highway 50; thence North 83° 28'44" West along said Southerly right-of-way line a distance of 266.82 feet to the point of beginning.

County of Fremont,  
State of Colorado

## SCHEDULE B Exceptions

1. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent recorded April 26, 1923 in Book 158, Page 307.
2. Easement for well permit #174070 recorded August 21, 1996 in Book 1258, Page 178.
3. Well Water and Leach Field Joint Use Agreement recorded September 21, 2004 at Reception No. 793401.
4. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

### END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.



## EXHIBIT "B"

### LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

## **EXHIBIT "B"**

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

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APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

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## LIMITATIONS OF LIABILITY

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THE UNITED STATES OF AMERICA.

Certificate No. Pueblo 08165

To all to Whom these Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Pueblo Colorado

has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo whereby it appears that full payment has been made by the said

Claimant, John T. Cowan

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the Northwest

Quarter of Section Ten in Township Eighteen South of Range Seventy-one West of the Sixth Principal Meridian, Colorado, containing One Hundred & Sixty Acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General; which said Tract has been purchased by the said

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Claimant, and to the heirs of the said claimant

unto heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Claimant

and to the heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also 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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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



GIVEN under my hand, at the City of Washington, the sixteenth day of October, in the year of our Lord one thousand nine hundred and Eleventh, and of the Independence of the United States the one hundred and Thirtieth

By the President: Wm H Taft

By M. P. Lee Roy, Secretary

Patent Number Recorded, Colorado Feb 23 1912 Page

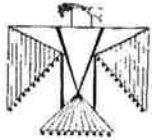
N. W. Sanford Recorder of the General Land Office

Filed for Record the 3rd day of July, A. D. 1912, at 2 o'clock P. M.

H. C. Smith Recorder Deputy

By Deputy

MOTEL CAMPGROUND RESTAURANT STANDARD GAS



MAYONE, INC.  
THE THUNDERBIRD OF ROYAL GORGE

JUNCTION HIWAY 50 AND ROYAL GORGE ROAD

704 SHERIDAN AVE  
P.O. BOX 431

275-3168

CANON CITY, COLORADO 81212

3:08

6:00

173

THIS IS AN EASEMENT FOR WELL PERMIT  
#174070. PERMIT IS LOCATED AS:

TWP 18S RANGE 71W SECTION 10  
2667 FT FROM NORTH SECTION LINE  
330 FT FROM WEST SECTION LINE

WELL IS LOCATED

TWP 18S RANGE 71W SECTION 10  
2184 FT FROM NORTH SECTION LINE  
330 FT FROM WEST SECTION LINE

THIS EASEMENT IS FOR 10 FT WIDE TO RUN WATER  
AND ELECTRIC LINE, STARTING 2184 FEET FROM  
NORTH SECTION LINE. 10 FEET IS FIVE FEET ON  
EACH SIDE OF WATER LINE.

THIS EASEMENT GRANTED JULY 1, 1996 BY

MAYONE, INC.

*Richard C. Ruttum*

RICHARD C. RUTTUM, PRES.

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NORMA HATFIELD FREMONT COUNTY, COLORADO

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6-22-92  
23

## WELL WATER and LEACH FIELD JOINT USE AGREEMENT

Mayone, Inc., the SELLER and Richard and Gloria Hanson, the BUYER in an Agreement to Sell and Purchase dated July 7, 1992 transferring the ownership of property commonly know as "CAMP EIGHT-EIGHTY", do hereby set forth in writing the verbal agreement reached July 10, 1992, and agree to be bound by the same and to bind their successors in ownership of the subject properties.

### 1. WELL

The well supplying water to the Thunderbird Mall (currently owned by the Seller) and Camp Eight-Eighty shall be owned jointly by the owners of both properties with all benefits and liabilities of the well, including but not limited to use of the water and operating and maintenance expense. Said ownership shall be recorded by the title company in a form commonly used by the title company. This agreement is subject to an existing agreement legally granting the contiguous property to the south the right to one eighth of the water of the well.

In the absence of any other agreement the well water shall be Camp Eight-Eighty's in January of each year and every other month thereafter. The property using the water shall pay all operating expense on the month the water is used. All expense shall be split equally unless otherwise agreed in writing.

The owners shall provide their own system of water transfer. The existing water storage system that serves as backup for both properties shall be considered part of the well property.

### 2. LEACH FIELD MAINTENANCE

The cost of maintenance of the leach field located on Camp Eight Eighty serving both Buyer's and Seller's properties located in an easement of record shall be shared equally by both properties. Any damage requiring repair beyond normal maintenance shall be repaired at the expense of the damaging party.

Both properties are tied to the same water supply and waste disposal and nothing in this document shall be interpreted to place one property at an advantage or disadvantage to said services. Its only purpose is to serve as written evidence that the parties agree to share said services equally in the spirit of fairness.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year as set forth hereinbelow.

SELLER: Mayone Inc. By R.C. Ruttum DATE: 7-20-92  
Mayone Inc.

BUYER: Richard Hanson DATE: 7/20/92  
Richard Hanson

BUYER: Gloria Hanson DATE: 7/20/92  
Gloria Hanson

SUBSCRIBED TO before me this 20th day of July, 1992, by Richard Hanson, Gloria Hanson, and Richard C. Ruttum, President Mayone, Inc.

My Commission Expires: \_\_\_\_\_

Joyce A. Clark  
Notary Public





**SCHEDULE A**

**Title Report No.:** 330-F08620-24

1. **Effective Date:** July 3, 2024 at 12:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:  
    Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:  
    Michael A. Tezak and Denise D. Tezak
4. The land referred to in this Title Report is described as follows:  
    SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
    (for informational purposes only) 44864 W Us Highway 50, Canon City, CO 81212-9768



**EXHIBIT "A"**  
Legal Description

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 10, Township 18 South, Range 71 West of the 6th P.M., described as follows:

Beginning at a point on the South right of way fence of U. S. Highway No. 50 whence right of way cement marker on said fence bears South 83°46' East 280.2 feet; thence South 6°14' West 208.7 feet; thence South 83°46' East 313.0 feet; thence North 6°14' East 208.7 feet to said Highway fence; thence North 83°46' West 313.0 feet to the point of beginning.

County of Fremont  
State of Colorado

## SCHEDULE B Exceptions

1. Right of the Proprietor of a Vein or Lote to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded July 29, 1911, in Book 167, page 46.
2. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 29, 1911, in Book 167, page 46.
3. .Easement granted to Centel Corporation by document recorded December 3, 1987 in Book 849, Page 177.

### END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

## EXHIBIT "B"

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**EXHIBIT "B"**

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

## LIMITATIONS OF LIABILITY

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

STATE OF COLORADO, )  
 COUNTY OF FREMONT, ) SS.

I, Thomas Carnody a Justice of the Peace a Notary Public, in and for the County of Fremont and State aforesaid, do hereby certify that Simon P. Smith Sr. and Mary A. Smith, personally known to me, and known to me to be the persons whose names are signed to the foregoing instrument, appeared before me this day in person, and each for himself and herself, and not one for the other, acknowledged the said instrument to be his and her free and voluntary act and deed, for the uses and purposes therein mentioned.

Thomas Carnody  
 Justice of the Peace (Seal)  
 Given under my hand and Justice seal this 21 day of July, A. D., 1911.  
 My Commission expires January 1913.

STATE OF COLORADO, )  
 CITY AND COUNTY OF DENVER ) SS.

I, Ada L. Rea, a Notary Public, in and for the City and County of Denver and State aforesaid, do hereby certify that L. M. Cuthbert and R. D. Brooks, personally known to me, and known to me to be the President and Secretary, respectively of The United Oil Company, appeared before me this day in person, and each for himself, and not one for the other, acknowledged the foregoing instrument to be the free and voluntary act of The United Oil Company, for the uses and purposes therein set forth.  
 My commission expires Feb. 5th, 1914.

(Notarial Seal) Ada L. Rea  
 Notary Public.  
 Given under my hand and Notarial seal this 8th day of July, A. D., 1911.  
 My commission expires Feb. 5th 1914

93339

LAND PATENT.  
 UNITED STATES  
 TO  
 HELEN W. WILSON.  
 STATE OF COLORADO, )  
 COUNTY OF FREMONT. ) SS.

Filed for Record July 29,  
 1911 at 11:20 o'clock A. M.  
 H. F. Smith, Recorder.  
 By C. A. McCandless, Deputy.

4-1002.  
 HD  
 PUEBLO 03140.  
 THE UNITED STATES OF AMERICA,  
 To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Pueblo, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Helen W. Wilson, widow of Van C. Wilson, has been established and duly commuted, in conformity to law, for the North Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section Ten and the Northwest Quarter of the Northwest Quarter of Section Fifteen in Township Eighteen South of Range Seventy-one West of the Sixth Principal Meridian, Colorado, containing one hundred sixty Acres, according to the Official Plot of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant ~~the tract of land~~ and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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

GIVEN under my hand, at the City of Washington, the Fifteenth day of September in the year of our Lord one thousand nine hundred and Ten and of the Independence of the United States the one hundred and Thirty-Fifth.  
 By the President:

Wm. H. Taft  
 By M. P. LeRoy, Secretary.  
 H. V. Sanford  
 Recorder of the General Land  
 Office

(Seal)  
 Recorded: Patent Number 151925

that the party  
 part the following

EASEMENT

1-54  
6.00  
125

Correct: Irene P. Wallace Landowner  
44864 Hwy. 50 West  
Canon City, Colo. 81212  
R. O. W. Agent Address

Document No.

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

In the NW 1/4 SW 1/4, Section 10, Township 18 South, Range 71 West of the 6th Principal Meridian, an easement 10 feet in width in a tract of land described as follows:

Beginning at a point on the South Right of Way fence of U.S. Highway No. 50, whence Right of Way cement marker on said fence bears South 83° 46' East 280.2 feet, thence South 6° 14' West 208.7 feet, thence South 83° 46' East 313.0 feet, thence North 6° 14' East 208.7 feet to said Highway fence, thence North 83° 46' West 313.0 feet to the point of beginning, containing 1.5 acres more or less, As recorded in Book 559, Page 119 in Fremont County Colo.

FREMONT COUNTY, CO 545551 12/03/87 01:54P  
BK 849 PG 177 NORMA HATFIELD, RECORDER 1 OF 2

mb

Together with the right to enter upon said premises, survey, construct, reconstruct, maintain, operate, remove, control and use said lines and to remove objects interfering therewith, and the right to permit the attachment of telephone line or lines to said poles, and to permit the attachment of the wires of any other company to said poles, and grantor further grants to grantees, the right and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of said lines, and the right to remove obstacles or fill ditches, excavations or depressions in the ground, where necessary, to make motor vehicle travel practical upon the easement.

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

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

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

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

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

Grantee agrees to move the line or lines located on the easement granted above within one hundred eighty (180) days after request to do so by grantor, provided only however that the expense of all removal and reconstruction shall be borne by grantor, and further provided that grantor furnishes an easement of equal width and upon equal terms and conditions without charge to grantee as a condition precedent to such removal for the relocation of said lines.

TOWN Canon City, Colo.  
DISTRICT W6610. NO. 87-A-458  
MOUNTAIN  
SOUTHERN COLORADO POWER  
NAME OF LINE OR EXTENSION Smith 14.4 KV Extension



Witnessed and signed this 4TH day of NOVEMBER, 1987

Irene P. Wallace (SEAL) Landowner  
\_\_\_\_ (SEAL) Landowner  
\_\_\_\_ (SEAL) Landowner  
\_\_\_\_ (SEAL) Landowner

Document No.



# Parcel Map Check Report

**Client:**

Mike Tezak & Andy Neinas

**Prepared by:**

Miles Small, PLS  
3 Rocks Engineering & Surveying  
430 Main Street

Date: 9/27/2024 3:45:31 PM

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Parcel Name: Tezak-Neinas LLA - Parcel 1

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,240,335.57'                      East: 3,043,919.81'

**Segment# 1: Line**

Course: S77° 23' 48.60"W                      Length: 654.57'  
North: 1,240,192.75'                      East: 3,043,281.02'

**Segment# 2: Line**

Course: N0° 47' 56.38"W                      Length: 718.41'  
North: 1,240,911.09'                      East: 3,043,271.00'

**Segment# 3: Line**

Course: S83° 39' 00.03"E                      Length: 129.32'  
North: 1,240,896.78'                      East: 3,043,399.53'

**Segment# 4: Line**

Course: S83° 39' 00.03"E                      Length: 215.00'  
North: 1,240,873.00'                      East: 3,043,613.21'

**Segment# 5: Line**

Course: S0° 57' 46.68"E                      Length: 573.59'  
North: 1,240,299.50'                      East: 3,043,622.85'

**Segment# 6: Line**

Course: N77° 23' 48.60"E                      Length: 326.87'  
North: 1,240,370.82'                      East: 3,043,941.84'

**Segment# 7: Curve**

Length: 42.87'                      Radius: 50.00'  
Delta: 49° 07' 25.88"                      Tangent: 22.85'  
Chord: 41.57'                      Course: S32° 00' 05.52"W  
Course In: S33° 26' 11.54"E                      Course Out: N82° 33' 37.42"W  
RP North: 1,240,329.09'                      East: 3,043,969.39'

End North: 1,240,335.57'

East: 3,043,919.81'

Perimeter: 2,660.64'

Area: 5.410Acre

Error Closure: 0.01

Course: S30° 13' 07.75"W

Error North : -0.005

East: -0.003

Precision 1: 266,063.00

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Parcel Name: Tezak-Neinas LLA - Parcel 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,241,055.31'

East:3,043,417.16'

Segment# 1: Line

Course: S6° 20' 59.97"W

Length: 159.50'

North: 1,240,896.79'

East: 3,043,399.52'

Segment# 2: Line

Course: N83° 39' 00.03"W

Length: 129.32'

North: 1,240,911.09'

East: 3,043,271.00'

Segment# 3: Line

Course: N0° 47' 56.38"W

Length: 106.41'

North: 1,241,017.49'

East: 3,043,269.51'

Segment# 4: Line

Course: S89° 32' 23.12"W

Length: 634.18'

North: 1,241,012.39'

East: 3,042,635.35'

Segment# 5: Line

Course: N9° 51' 10.12"E

Length: 116.19'

North: 1,241,126.87'

East: 3,042,655.24'

Segment# 6: Line

Course: N36° 47' 10.12"E

Length: 72.31'

North: 1,241,184.78'

East: 3,042,698.54'

Segment# 7: Line

Course: S83° 39' 00.03"E

Length: 826.53'

North: 1,241,093.37'

East: 3,043,520.00'

Segment# 8: Line

Course: S6° 20' 59.95"W

Length: 35.62'

North: 1,241,057.96' East: 3,043,516.06'

Segment# 9: Line

Course: S88° 27' 34.34"W Length: 98.94'  
North: 1,241,055.30' East: 3,043,417.15'

Perimeter: 2,179.00' Area: 2.751Acre  
Error Closure: 0.01 Course: S80° 16' 40.04"W  
Error North : -0.002 East: -0.012

Precision 1: 217,900.00

---

Parcel Name: Tezak-Neinas LLA - Parcel 3

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,241,093.37' East:3,043,520.01'

Segment# 1: Line

Course: S83° 38' 56.98"E Length: 313.00'  
North: 1,241,058.75' East: 3,043,831.08'

Segment# 2: Line

Course: S6° 20' 59.97"W Length: 208.70'  
North: 1,240,851.33' East: 3,043,808.00'

Segment# 3: Line

Course: N83° 39' 00.03"W Length: 196.00'  
North: 1,240,873.00' East: 3,043,613.20'

Segment# 4: Line

Course: N83° 39' 00.03"W Length: 215.00'  
North: 1,240,896.78' East: 3,043,399.52'

Segment# 5: Line

Course: N6° 20' 59.97"E Length: 159.50'  
North: 1,241,055.30' East: 3,043,417.16'

Segment# 6: Line

Course: N88° 27' 34.34"E Length: 98.94'  
North: 1,241,057.96' East: 3,043,516.07'

Segment# 7: Line

Course: N6° 20' 59.95"E Length: 35.62'

North: 1,241,093.37'

East: 3,043,520.01'

Perimeter: 1,226.75'

Area: 1.874Acre

Error Closure: 0.00

Course: S49° 45' 25.23"E

Error North : -0.003

East: 0.003

Precision 1: 1,226,760,000.00