



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: GERALD GUST
Mailing Address: 249 C.R. 51, COTOPAXI, CO
Telephone Number: _____ Facsimile Number: _____
Email Address: _____

b. Name: PAT SMITH
Mailing Address: PO BOX 247, COTOPAXI CO
Telephone Number: _____ Facsimile Number: _____
Email Address: _____

c. Consulting Firm Name: CORNERSTONE LAND SURV.
Mailing Address: 1022 PHAY, CG, CO 81212
Telephone Number: 719-276-4497 Facsimile Number: _____
Email Address: CSSURVEYING9@GMAIL.COM

2. The proposed plat title is SMITH/GUST LLA

3. The total number of properties involved prior to this application are 2

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

5. Ratification:

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

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

a. This property is located in the AG RURAL Zone District.

b. This property is located in the AG RURAL 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 \$ _____ 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 *Doreed W. Deed* Date 5-11-22

b. Property "b" Owner Signature *Patrick C. Amitts* Date 5-11-22

Required Attachments:

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



Stewart Title Company dba Empire Title, A
Division of Stewart
1220 Main Street
Canon City, CO 81212
(719) 275-4900
Fax: (719) 235-5029

Date: November 22, 2024

File Number: 1868646

Property Address: 237/345 Spruce Mountain Road, Cotopaxi, CO 81223

217 Spruce Mountain Road, Cotopaxi, CO 81223

Buyer/Borrower: Gerald W. Gust and Patrick E. Smith

Please direct all Closing inquiries to:

Rosie Butts

Phone: (719) 275-4900

Fax: (719) 235-5029

Email Address: rosie@empirecanon.com

Cornerstone Land Surveying, LLC
1022 Phay Ave
Canon City, CO 81212

Attn: Matt Koch

Phone: (719) 275-8881

Fax:

E-Mail: cssurveying90@gmail.com

Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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


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

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


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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


Authorized Countersignature
Stewart Title Company dba Empire
Title, A Division of Stewart
1220 Main Street
Canon City, CO 81212




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4



10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4



5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 4



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company dba Empire Title, A Division of Stewart
Issuing Office: 1220 Main Street, Canon City, CO 81212
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1868646
Issuing Office File Number: 1868646
Property Address: 237/345 Spruce Mountain Road, Cotopaxi, CO 81223
217 Spruce Mountain Road, Cotopaxi, CO 81223

Revision Number:

1. **Commitment Date:** November 18, 2024 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard
Proposed Insured: Gerald W. Gust and Patrick E. Smith

(b) 2021 ALTA® Loan Policy - Standard
Proposed Insured:

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

FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

Parcel I:
Gerald W. Gust

Parcel II:
Patrick E. Smith

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646
ALTA Commitment for Title Insurance Schedule A (07-01-2021)
Page 1 of 6



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 6



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 1868646

Parcel I:

Lots 2 and 3, Block 4, Spruce Basin Filing No. 4, County of Fremont, State of Colorado.

Less and except that portion described in Quit Claim Deed recorded May 27, 2020 as Reception No. 985839 described as follows:

Less that 1/2 acre of real property east of the West side lot line of the Grantor's property legally described as Spruce Basin F4 Lots 2 & 3 Block 4, Spruce Basin Filing No. 4, to accomplish a lot line adjustment to enlarge the adjoining property to the West owned by the grantee, legally described as Spruce Basin F4 Parcel A Block 4, Spruce Basin Filing No. 4; the NW corner point of the existing lot line will move 35 feet eastward and the SE corner point of said lot line will move 75 feet eastward. Both end point of the new property line will be on the Spruce Mountain Road easement borderline of the properties.

Parcel II:

Parcel A, Block 4, Spruce Basin Filing No. 4, County of Fremont, State of Colorado.

For Informational Purposes Only: 237/345 Spruce Mountain Road, Cotopaxi, CO 81223
217 Spruce Mountain Road, Cotopaxi, CO 81223

APN: R025499, 77009570, R026817, 77080032

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 3 of 6



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1868646

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

8. FOR INFORMATIONAL PURPOSES ONLY:
24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:
Deed recorded April 20, 2001 as Reception No. 729580. Deed recorded May 27, 2020 as Reception No. 985839
Deed recorded April 8, 1991 as Reception No. 578599.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 4 of 6



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1868646

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservations contained in United States Patent recorded October 1, 1930 in Book 242 at Page 69.
10. Reservations contained in United States Patent recorded October 1, 1930 in Book 242 at Page 70.
11. Restrictive Covenants on Spruce Basin recorded July 15, 1971 in Book 535 at Page 388.
12. All matters shown on the recorded plat of Spruce Basin Filing No. 4 recorded January 31, 1972 as Reception No. 390723.
13. Grant of Easement from Spruce Basin LTD to Property Owners, recorded November 22, 1972 as Reception No. 396389.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 5 of 6



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

14. Deed of Trust from Gerald W. Gust to John A. Gust securing the sum of \$28,000.00 recorded April 20, 2001 as Reception No. 729581.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1868646

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 6 of 6



DISCLOSURES

File No.: 1868646

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company dba Empire Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

12:12
10:00

Know all Men by these Presents, That, whereas, the following described property, viz:

419

Parcel A Block 4 Spruce Basin Filing No. 4

616

situated in the County of Fremont and State of Colorado, was subject to taxation for the year ~~1986~~ A. D. 19 86;

And, Whereas, The taxes assessed upon said property for the year ~~1986~~ aforesaid remained due and unpaid at the date of the sale hereinafter named;

And, Whereas, The Treasurer of the said County did, on the 23rd day of November A. D. 19 87; by virtue of the authority vested in him by law, at the sale begun and publicly held on the 23rd day of November, A. D. 19 87, expose to public sale at the office of the Treasurer in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the tax lien on real property above described for the payment of the taxes, penalty interest, and costs then due and remaining unpaid on said property;

And, Whereas, At the time and place aforesaid, Patrick E. Smith whose street address is 501 North 19th City of Canon City County of Fremont and State of Colorado bid on the tax lien on all of the above described property the sum of Thirty (30.00) DOLLARS and Twenty-two (22) CENTS, being the whole amount of taxes, penalty interest, and costs then due and remaining unpaid upon said property for said year 86 and the said Patrick E. Smith

having offered in his said bid to pay the sum of Four (4.00) DOLLARS and No CENTS in excess of said Taxes, penalty interest, and costs, and the said bid being the largest amount which any person offered to pay in excess of the said taxes, penalty interest, and costs so due upon said property for said year 86, and payment of the said sum having been made by him to the said Treasurer, the said tax lien on such property was stricken off to him at that price;

And, Whereas, the said ~~whose street address is~~ ~~City or Town of~~ ~~County of~~ ~~and State of~~ ~~did on the~~ ~~day of~~ ~~A. D. 19~~ ~~duly assign the certificate of~~ ~~the sale of the tax lien on the property as aforesaid, and all his rights, title, and interest in said property, to~~

~~whose street address is~~ ~~City or Town of~~ ~~County of~~ ~~and State of~~

And, Whereas, At the sale so held as aforesaid by the Treasurer, no bids were offered or made by any person or persons for the tax lien on said property, and no person or persons having offered to pay the said taxes, penalty interest and costs upon the said property for said year, and the Treasurer, having become satisfied that no sale of the tax lien on said property could be had, therefore the said tax lien on said property was, by the then Treasurer of the said County, stricken off to the said County, and a certificate of sale was duly issued therefor to the said County in accordance with the statute in such case made and provided;

And, Whereas, The said ~~County, acting by and through its Treasurer, and in conformity with the order of the Board of County Commissioners of the said County, duly entered of record on the~~ ~~day of~~ ~~A. D. 19~~ ~~(the said day being one of the days of a regular session of the Board of County Commissioners of the said County), did duly assign the certificate of sale of the tax lien on said property, so issued as aforesaid to said County, and all his rights, title, and interest in said property held by virtue of said sale to~~ ~~whose street address is~~ ~~City or Town of~~ ~~County of~~ ~~and State of~~ ~~for the sum of~~ ~~DOLLARS and~~ ~~CENTS.~~

And, Whereas, The said ~~whose street address is~~ ~~City or Town of~~ ~~County of~~ ~~and State of~~ ~~did on the~~ ~~day of~~ ~~A. D. 19~~ ~~duly assign the certificate of the sale of~~

the tax lien on the property as aforesaid, and all his rights, title, and interest in said property, to
whose street address is _____, City or Town of _____
of the County of _____ and State of _____

*And, Whereas, The said Patrick E. Smith
whose street address is 501 North 19th, City or Town of Canon City
County of Fremont and State of Colorado
has paid subsequent taxes on said property to the amount of Sixty-five (65.00) DOLLARS
and Sixty-eight (68) CENTS.

And, Whereas, More than three years have elapsed since the date of the said sale, and the said property has not
been redeemed therefrom as provided by law;

And, Whereas, The said property was valued for assessment for said year 86 at the amount of 270.00;

And, Whereas, All the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully
complied with, and are now of record, and filed in the office of the Treasurer of said County;

Now, Therefore, I, Virginia M. Woltemath, Treasurer of the County aforesaid, for and in
consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and pro-
vided, have granted, bargained, and sold, and by these presents do grant, bargain, and sell the above and foregoing
described real estate unto the said Patrick E. Smith

whose street address is 501 North 19th, City or Town of Canon City
County of Fremont and State of Colorado

his heirs and assigns, forever, subject to all the rights of redemption by minors,
or incompetent persons, as provided by law.

In Witness Whereof, I, Virginia M. Woltemath, Treasurer
as aforesaid, by virtue of the authority aforesaid, have hereunto set my hand and seal
this 5th day of April, A. D. 19 91.

Certificate No. 2757 Book No. 5 Tax Sale Record Virginia M. Woltemath (Seal)

Treasurer of Fremont County, Colorado.

*Strike out in accordance with fact.

STATE OF COLORADO,

County of Fremont } ss.

The foregoing instrument was acknowledged before me this 5th day of April
19 91 by Virginia M. Woltemath as treasurer of said county.

with my hand and official seal.

My commission expires October 20, 1993



Elaine Brady

Canon City, Co 81212

Telephone 770-80-032
Mailing Address Patrick E. Smith
Future Tax Notices

501 North 19th Canon City Colorado 81212

No. _____	
From _____	
County Treasurer _____	
to _____	
STATE OF COLORADO, } ss.	
County of _____	
I hereby certify that this Deed was filed for	
record in my office at _____ o'clock _____ M.,	
_____ 19____ and is duly	
recorded in Book _____ Page _____	
Recorder _____	
By _____ Deputy _____	
Fees \$ _____	
Certificate No. _____ Book No. _____	
Tax Sale Record _____	

QUITCLAIM DEED

The "Grantor" (whether one or more than one),

GERALD W. GUST

whose legal address is 249 CR 51, COTOPAXI, CO 81223

of the County of FREMONT and State of COLORADO, for the consideration of

(TEN) \$10 DOLLARS, (\$10 AND OTHER CONSIDERATION)

in hand paid, hereby sells and quitclaims to

PATRICK E. SMITH (whether one or more than one), the "Grantee", whose legal address is PO Box 247, COTOPAXI, CO 81223

of the County of FREMONT and State of COLORADO, the following real property in the County of FREMONT and State of Colorado, to wit:

Less than 1/2 acre of real property east of the west side lot line of the Grantor's property, legally described as Spruce Basin F4 lots 2&3 BLK 4 Spruce Basin FIL#4 (Acct.# RO 25499, Assr. Sch.# 77009570), to accomplish a lot line adjustment to enlarge the adjoining property to the west owned by the Grantee, legally described as Spruce Basin F4 Parcel 'A' BLK 4 Spruce Basin FIL# 4 (Acct.# RO 26817, Assr. Sch. # 77080032).
The NW corner point of the existing lot line will move 35 ft. eastward and the SE corner point of said lot line will move 75 ft. eastward. Both end points of the new property line will be on the Spruce Mountain Rd. easement borderline of the properties.

also known by street address as:
and assessor's schedule or parcel number:

with all its appurtenances.

Signed this 23rd day of May, 2020.

Gerald W. Gust

STATE OF COLORADO }
County of } ss.

The foregoing instrument was acknowledged before me this 23rd day of May, 2020, by

TOMALEE YOUNG
Notary Public
State of Colorado
Notary ID # 20034020569
My Commission Expires 07-15-2023

Witness my hand and official seal.
My commission expires: 7-15-2023

Tomalee Young
Notary Public

*Insert "City and" where applicable.

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

DEED OF TRUST

THIS DEED OF TRUST, Dated April 19, 2001, between
GERALD W. GUST,

the grantor herein, whose address is P.O. Box 202, Cotopaxi, CO
81223

County of Fremont and State of Colorado, and the
PUBLIC TRUSTEE of the County or City and County in which the property described below is situated, in the State of Colorado,
Witness:

The grantor, to secure a promissory note or notes, hereinafter referred to in the singular, dated
for the total principal sum of Twenty-eight Thousand Dollars (\$28,000.00)
dollars, payable to the order of John A. Gust

the beneficiary herein, whose address is 2597 County Road 12, Cotopaxi, CO 81223
after the date thereof,

with interest thereon from the date thereof at the rate of 0 percent per annum, principal and interest payable
in monthly installments of \$300.00 each commencing March 7, 2001
and ending on or before December 7, 2008.

does hereby grant and convey unto said Public Trustee the following described property, situate in the
County of Fremont, State of Colorado, to wit:

Lots 2 and 3, Block 4, Spruce Basin Filing No. 4

also known by street and number as: 0345 Spruce Mountain Road, Cotopaxi, CO 81223
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants herein after set forth, then upon the beneficiary (note holder) filing notice of election and demand for sale, said Public Trustee, after advertising twice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and account, or public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, reducing the surplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed in the property sold. The beneficiary may purchase said property or any part thereof at such sale.
The grantor covenants that at the time of delivery of these presents, he is seized of said property in fee simple, and that said property is free of encumbrances, except those of record

The grantor also covenants that he will keep all buildings insured with a company approved by the beneficiary for fire and extended coverage on an amount equal to the unpaid balance of said note with loss payable to the beneficiary, will deliver a copy of the policy to the beneficiary and will pay all taxes and assessments against said property and amounts due on prior encumbrances. If grantor shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts shall become additional indebtedness due hereunder; and in case of foreclosure, he will pay an attorney's fee of

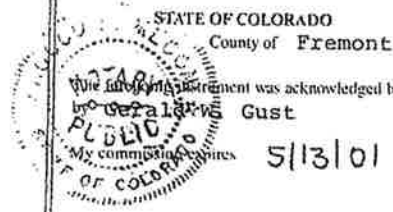
Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder, and the grantor does hereby release and waive all claims in said property as a beneficial exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by the grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

If it appears that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary, and in failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties herein.
Executed the day and year first above written

Gerald W. Gust



STATE OF COLORADO
County of Fremont } ss.
This instrument was acknowledged before me this 19th day of April, 2001
by Gerald W. Gust

Witness my hand and official seal,
Rocco F. Meconi

ROCCO F. MECONI
NOTARY PUBLIC
STATE OF COLORADO

Return to: Rocco F. Meconi, P.C.,
718 Main Street
Canon City, CO 81212

Statutory Warranty Deed

JOHN A. GUST, Grantor herein, whose address is 2597 County Road 12, Cotopaxi, CO 81223 for the consideration of TEN DOLLARS and other good and valuable consideration, in hand paid, hereby sells and conveys to GERALD W. GUST, Grantee herein, whose address is P. O Box 202, Cotopaxi, CO 81223, the following real property in the County of Fremont and State of Colorado, to-wit:

Lots 2 and 3, Block 4, SPRUCE BASIN FILING NO. 4,

commonly known as 0345 Spruce Mountain Road, Cotopaxi, CO 81223,

with all its appurtenances and warrants the title to the same, subject to general property taxes for 2000 and subsequent years, which the Grantee assumes and agrees to pay; and easements, rights-of-way, restrictive covenants, prior exceptions and reservations of record, if any.

Date: April 19, 2001.

John A. Gust

JOHN A. GUST

STATE DOCUMENTARY FEE
Date **APR 20 2001**
Amount \$ *10.00*

DECLARATION ATTACHED

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 19th day of April, 2001 by John A. Gust.

WITNESS my hand and official seal.

My commission expires:

5-13-2001

Rocco F. Meconi

Notary Public

ROCCO F. MECONI
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES MAY 13, 2001

Return to: Rocco F. Meconi, P.C.
718 Main Street
Canon City, CO 81212

Form 4-1125--Oil Well Pitches and Stationery Co., Colorado Springs, Colo. 8398

No. 126,714

Dueblo 025827

HOMESTEAD PATENT.
THE UNITED STATES

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 Dueblo, 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 Herbert Joseph Antoposi Colo

Filed for record at 11:35 o'clock
A.M. Oct 1 1920
Basie M. Gorman
135
Recorder.

has been established and duly consummated, in conformity to law, for the
South half of the Northwest quarter and the West half of the Southwest quarter of Section thirty-five and the Southeast quarter of the Northeast quarter, the East half of the Southeast quarter, and the Southwest quarter of the Southeast quarter of Section thirty-four in Township forty-nine North of Range eleven East of the New Mexico Meridian, Colorado, containing three hundred twenty acres,

according to the Official Plat 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...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; excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 20, 1916 (39 Stat., 862).

In Testimony Whereof, I, Woodrow Wilson 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, in the District of Columbia, the Ten day of May, in the year of our Lord one thousand nine hundred and Twenty and of the Independence of the United States the one hundred and Twentieth

By THE PRESIDENT: Woodrow Wilson

By M. P. Le Roy SECRETARY.

L. J. C. Lammie
Recorder of the General Land Office.

Recorded: Patent Number 248357



Boyer

No. 126915
HOMESTEAD PATENT.
THE UNITED STATES

Patent 042910
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 Herbert Jacob

has been established and duly consummated, in conformity to law, for the east half of the Southwest quarter and the North half of the Northwest quarter of Section thirty-five and the North half of the Northeast quarter, the Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section thirty-four in Township forty nine north of Range eleven east of the New Mexico Meridian, Colorado containing three hundred twenty acres,

according to the Official Plat of the Survey of the said Land, ^{on file in} witness 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 and to his 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; excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat.; 882).

In Testimony Whereof, I, Calvin Coolidge, 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, in the District of Columbia, the tenth day of May, in the year of our Lord one thousand nine hundred and twenty-eight and of the Independence of the United States the one hundred and fifty-second

By the President: Calvin Coolidge
By Viola B. Pugh, Secretary.
M. P. L. Ray, Recorder of the General Land Office.



Recorded: Patent Number 1016114

RESTRICTIVE COVENANTS ON SPRUCE BASIN

State of Colorado, County of Fremont

PREAMBLE AND AREA APPLICATION

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, SPRUCE BASIN, LTD., now being formed under the regulations of the State of Colorado, is the owner of the following described real estate situate in the County of Fremont and State of Colorado: All of the land encompassed within the Subdivision of Spruce Basin, except Lot 6, Block 1; Lot 1, Block 3; Lot 7, Block 2; Lot 7, Block 4; and Lot 2, Block 5 all in Filing No. 1, as recorded in the office of the Clerk and Recorder of Fremont County, Colorado; and

WHEREAS, the owner desires to place certain restrictions on said premises for the use and benefit of itself and its grantees, in order to establish and maintain such premises as a carefully protected residential community;

NOW, THEREFORE, for itself and its grantees, Spruce Basin, Ltd., hereby publishes, acknowledges, and declares, and agrees with, to and for the benefit of all persons who may hereafter purchase and from time to time hold and own any of said tracts, that they own and hold said above-described tracts subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the owners at any time of any of the said tracts, their heirs, personal representatives, successors and assigns, to-wit:

1. FIREARMS: No hunting or discharging of firearms shall be allowed in the area.
2. NUISANCES: No commercial, noxious, or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
4. a. LOCATION OF STRUCTURES: No building or appurtenances thereto shall be located nearer than twenty-five feet from the exterior boundaries of any lot.
b. BUILDING APPEARANCE: In order not to impair the appearance of the subdivision, the exterior of each dwelling, mobile home or other structure located on any lot shall be maintained in good repair and painted condition. This is specifically intended to preclude and prohibit the location on the subject property of junk trailers.
5. TEMPORARY RESIDENCES: No structure of temporary character, trailer, basement, tent or accessory building shall be used on any lot as residence, temporarily or permanently provided, however, for such use and location during the construction phase of the permanent dwelling and for periods of less than one year for vacation camping and vacation use.
6. DWELLING SIZE: The ground floor area of the main structure (including mobile homes), exclusive of open porches, garages and basements, shall be not less than 500 square feet for a one-story dwelling, nor less than 400 square feet for a dwelling of more than one story.

7. SIGNS: No sign of any kind shall be displayed to the public view on any tract except one sign of not more than five square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sale period, or a sign identifying the property owner.

8. PRESERVATION OF THE ENVIRONMENT: There shall be no changes to the natural features of the property (includes existing trees, plant cover, natural drainages, rough and rock-strewn areas, etc.), except for the purpose of building. Changes which will enhance soil, water, and wildlife are permissible. Any changes which would alter the natural environment should be coordinated with the appropriate State or Federal Agency.

9. PRESERVATION OF WILDLIFE: Any changes which will improve the natural wildlife habitat are encouraged. On the other hand, there shall be no disturbance in any way of animals, birds, or fish which nest, den, or live upon the land or in the streams which are listed as rare or endangered species by the applicable State or Federal Wildlife Agency. The application of sound wildlife management principles is earnestly solicited.

10. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY: Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said owner has hereunto set his hand and seal on this 13th day of July, 1971.

Spruce Basin, Ltd.
Janitell One, Garden Valley Center
Colorado Springs, Colorado 80906

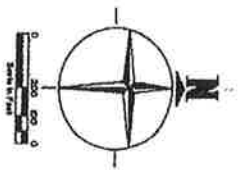
By

James P. Marsh
James P. Marsh, General Partner

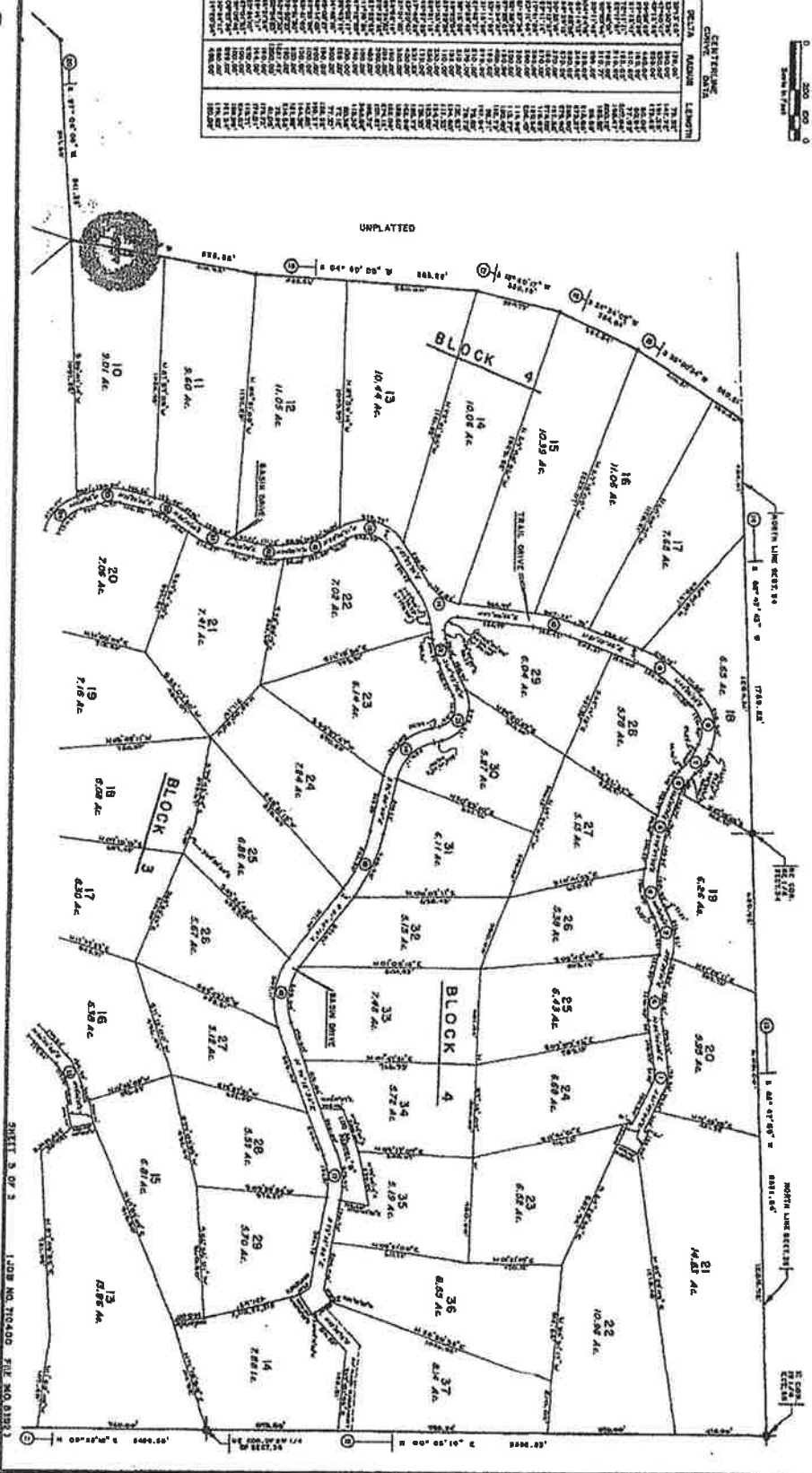
STATE OF COLORADO, COUNTY OF EL PASO: The foregoing instrument was acknowledged before me this 13th day of July, 1971. Witness my hand and official seal. My commission expires: Nov 10, 1974

David R. Mahony
Notary Public

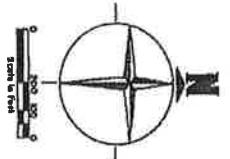
SPRUCE BASIN FILING NO. 4
 SUBDIVISION IN FREMONT COUNTY, COLORADO
 H. KEITH HOSE & ASSOCIATES — COLORADO SPRINGS, COLORADO



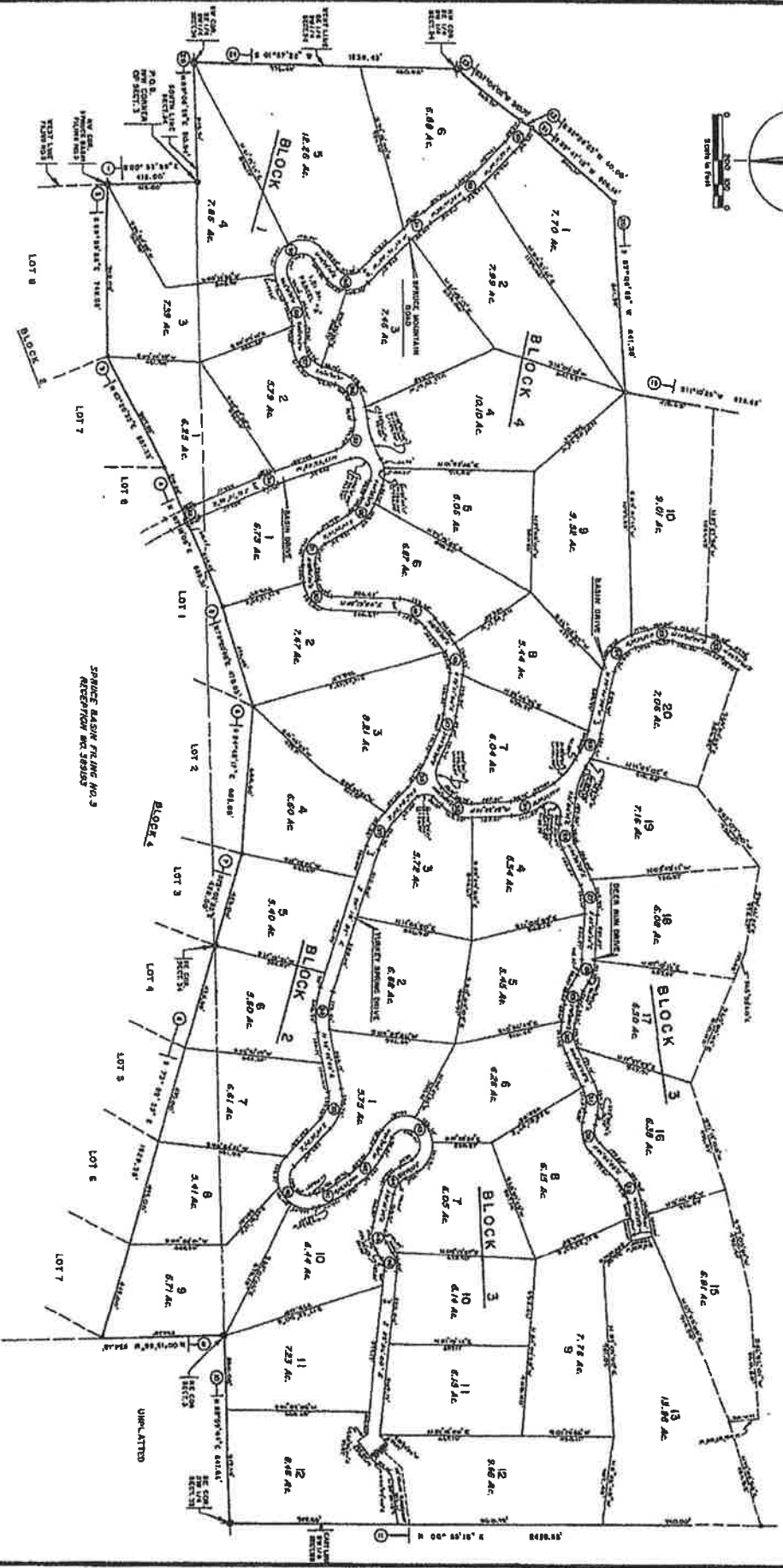
NO.	SECTION	ACRES	REMARKS
1	10	3.07	3.07 AC.
2	11	3.60	3.60 AC.
3	12	14.05	14.05 AC.
4	13	10.44	10.44 AC.
5	14	10.08	10.08 AC.
6	15	10.20	10.20 AC.
7	16	11.08	11.08 AC.
8	17	7.52	7.52 AC.
9	18	6.52	6.52 AC.
10	19	7.18	7.18 AC.
11	20	7.28	7.28 AC.
12	21	7.21	7.21 AC.
13	22	7.02	7.02 AC.
14	23	6.74	6.74 AC.
15	24	7.44	7.44 AC.
16	25	6.04	6.04 AC.
17	26	5.78	5.78 AC.
18	27	5.12	5.12 AC.
19	28	5.29	5.29 AC.
20	29	5.24	5.24 AC.
21	30	5.24	5.24 AC.
22	31	6.74	6.74 AC.
23	32	5.12	5.12 AC.
24	33	7.44	7.44 AC.
25	34	5.78	5.78 AC.
26	35	5.24	5.24 AC.
27	36	5.24	5.24 AC.
28	37	6.04	6.04 AC.
29	38	5.24	5.24 AC.
30	39	5.70	5.70 AC.
31	40	6.81	6.81 AC.
32	41	6.81	6.81 AC.
33	42	6.81	6.81 AC.
34	43	6.81	6.81 AC.
35	44	6.81	6.81 AC.
36	45	6.81	6.81 AC.
37	46	6.81	6.81 AC.
38	47	6.81	6.81 AC.
39	48	6.81	6.81 AC.
40	49	6.81	6.81 AC.
41	50	6.81	6.81 AC.
42	51	6.81	6.81 AC.
43	52	6.81	6.81 AC.
44	53	6.81	6.81 AC.
45	54	6.81	6.81 AC.
46	55	6.81	6.81 AC.
47	56	6.81	6.81 AC.
48	57	6.81	6.81 AC.
49	58	6.81	6.81 AC.
50	59	6.81	6.81 AC.
51	60	6.81	6.81 AC.
52	61	6.81	6.81 AC.
53	62	6.81	6.81 AC.
54	63	6.81	6.81 AC.
55	64	6.81	6.81 AC.
56	65	6.81	6.81 AC.
57	66	6.81	6.81 AC.
58	67	6.81	6.81 AC.
59	68	6.81	6.81 AC.
60	69	6.81	6.81 AC.
61	70	6.81	6.81 AC.
62	71	6.81	6.81 AC.
63	72	6.81	6.81 AC.
64	73	6.81	6.81 AC.
65	74	6.81	6.81 AC.
66	75	6.81	6.81 AC.
67	76	6.81	6.81 AC.
68	77	6.81	6.81 AC.
69	78	6.81	6.81 AC.
70	79	6.81	6.81 AC.
71	80	6.81	6.81 AC.
72	81	6.81	6.81 AC.
73	82	6.81	6.81 AC.
74	83	6.81	6.81 AC.
75	84	6.81	6.81 AC.
76	85	6.81	6.81 AC.
77	86	6.81	6.81 AC.
78	87	6.81	6.81 AC.
79	88	6.81	6.81 AC.
80	89	6.81	6.81 AC.
81	90	6.81	6.81 AC.
82	91	6.81	6.81 AC.
83	92	6.81	6.81 AC.
84	93	6.81	6.81 AC.
85	94	6.81	6.81 AC.
86	95	6.81	6.81 AC.
87	96	6.81	6.81 AC.
88	97	6.81	6.81 AC.
89	98	6.81	6.81 AC.
90	99	6.81	6.81 AC.
91	100	6.81	6.81 AC.



1000 NO. 100-000 FILE NO. 0123



SPRUCE BASIN FILING NO. 4
SUBDIVISION IN FREMONT COUNTY, COLORADO
A. KEITH FORB & ASSOCIATES—COLORADO SPRINGS, COLORADO



GRANT OF EASEMENT

Know All Men By These Presents: That

WHEREAS, Spruce Basin, Ltd., a Colorado Limited Partnership, and their assigns, hereinafter called Owner; and

WHEREAS, Owners are seized of an estate in fee simple legally described as:

That portion of the West half of Section 34, of the West Half of Section 27, and that portion of the South Half of Section 22, Township 49 North, Range 11 East of the New Mexico Principal Meridian, Fremont County, Colorado, being a strip of land 60.00 feet in width and lying 30.00 feet on each side of the following described centerline; said centerline being the centerline of Spruce Mountain Road: Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 34, said point being an angle point on the boundary of "SPRUCE BASIN, FILING NO. 4", as duly recorded under Reception No. 390723 of the Records of Fremont County, Colorado; thence North 37° 04' 02" East on said boundary line, a distance of 363.70 feet to an angle point thereon; thence North 32° 28' 53" East on said boundary line, a distance of 30.00 feet to the point of beginning of said centerline; thence departing said boundary line, run North 57° 31' 07" West, a distance of 133.10 feet; thence on the arc of a curve to the right, which curve has a central angle of 09° 12' 41", a radius of 750.00 feet, and an arc length of 120.58 feet; thence North 48° 18' 26" West, tangent to the last mentioned curve, a distance of 426.75 feet; thence on the arc of a curve to the right, which curve has a central angle of 22° 50' 36", a radius of 400.00 feet, and an arc length of 159.48 feet; thence North 25° 27' 50" West, tangent to the last mentioned curve, a distance of 136.64 feet; thence on the arc of a curve to the right; which curve has a central angle of 29° 06' 48", a radius of 310.00 feet, and an arc length of 157.52 feet; thence North 03° 38' 58" East, tangent to the last mentioned curve, a distance of 359.03 feet; thence on the arc of a curve to the left, which curve has a central angle of 19° 01' 35", a radius of 600.00 feet, and an arc length of 199.24 feet; thence North 15° 22' 37" West, tangent to the last mentioned curve, a distance of 238.25 feet; thence on the arc of a curve to the right, which curve has a central angle of 82° 36' 25", a radius of 110.00 feet, and an arc length of 158.59 feet; thence North 67° 13' 48" East, tangent to the last mentioned curve, a distance of 32.33 feet; thence on the arc of a curve to the right, which curve has a central angle of 28° 15' 40", a radius of 484.95 feet, and an arc length of 239.20 feet; thence South 84° 30' 32" East, tangent to the last mentioned curve, a distance of 80.80 feet to

a point, said point being Point "A"; thence continue South $84^{\circ} 30' 32''$ East, a distance of 80.80 feet; thence on the arc of a curve to the left, which curve has a central angle of $85^{\circ} 23' 44''$, a radius of 133.24 feet, and an arc distance of 198.59 feet; thence North $10^{\circ} 05' 44''$ East, tangent to the last mentioned curve, a distance of 48.42 feet; thence on the arc of a curve to the left, which curve has a central angle of $41^{\circ} 27' 39''$, a radius of 150.00 feet, and an arc length of 108.54 feet; thence North $31^{\circ} 21' 55''$ West, tangent to the last mentioned curve, a distance of 69.99 feet; thence on the arc of a curve to the right, which curve has a central angle of $34^{\circ} 02' 32''$, a radius of 200.00 feet, and an arc length of 118.83 feet; thence North $02^{\circ} 40' 37''$ East, tangent to the last mentioned curve, a distance of 42.04 feet; thence on the arc of a curve to the left, which curve has a central angle of $97^{\circ} 28' 34''$, a radius of 125.00 feet, and an arc length of 212.66 feet; thence South $85^{\circ} 12' 03''$ West, tangent to the last mentioned curve, a distance of 97.71 feet; thence on the arc of a curve to the right, which curve has a central angle of $70^{\circ} 57' 54''$, a radius of 140.00 feet, and an arc length of 173.40 feet; thence North $23^{\circ} 50' 03''$ West, tangent to the last mentioned curve, a distance of 27.99 feet; thence on the arc of a curve to the right, which curve has a central angle of $41^{\circ} 12' 02''$, a radius of 150.00 feet, and an arc length of 107.86 feet; thence North $17^{\circ} 21' 59''$ East, tangent to the last mentioned curve, a distance of 34.30 feet; thence on the arc of a curve to the left, which curve has a central angle of $46^{\circ} 41' 51''$, a radius of 170.00 feet, and an arc length of 138.55 feet; thence North $29^{\circ} 19' 52''$ West, tangent to the last mentioned curve, a distance of 33.16 feet; thence on the arc of a curve to the right, which curve has a central angle of $92^{\circ} 50' 17''$, a radius of 120.00 feet, and an arc length of 194.44 feet; thence North $63^{\circ} 30' 25''$ East, tangent to the last mentioned curve, a distance of 43.32 feet; thence on the arc of a curve to the right, which curve has a central angle of $80^{\circ} 56' 55''$, a radius of 140.00 feet, and an arc distance of 197.79 feet; thence South $35^{\circ} 32' 40''$ East, tangent to the last mentioned curve, a distance of 156.25 feet; thence on the arc of a curve to the left, which curve has a central angle of $56^{\circ} 24' 09''$, a radius of 200.00 feet, and an arc length of 196.88 feet; thence North $88^{\circ} 03' 11''$ East, tangent to the last mentioned curve, a distance of 113.97 feet; thence on the arc of a curve to the left, which curve has a central angle of $40^{\circ} 34' 04''$, a radius of 290.00 feet, and an arc length of 205.33 feet; thence North $47^{\circ} 29' 07''$ East, tangent to the last mentioned curve, a distance of 107.53 feet; thence on the arc of a curve to the left, which curve has a central angle of $24^{\circ} 27' 56''$, a radius of 430.00 feet, and an arc length of 183.61 feet; thence North $23^{\circ} 01' 11''$ East, tangent to the last mentioned curve, a distance of 127.53 feet; thence on the arc of a curve to the left, which curve has a central angle of $9^{\circ} 14' 25''$, a radius of 680.00 feet, and an arc length of 109.67 feet; thence North $13^{\circ} 46' 46''$ East, tangent to the last mentioned curve, a distance of 157.13 feet; thence on the arc of a curve to the left, which curve has a central angle of $10^{\circ} 38' 41''$, a radius of 500.00 feet, and an arc length of 92.89 feet; thence North $03^{\circ} 08' 05''$ East, tangent to the last mentioned curve, a distance of 158.79 feet; thence on the arc of a curve to the right, which curve has a central angle of $19^{\circ} 13' 01''$,

a radius of 350.00 feet, and an arc length of 117.39 feet; thence North $22^{\circ} 21' 06''$ East, tangent to the last mentioned curve, a distance of 51.80 feet; thence on the arc of a curve to the left, which curve has a central angle of $13^{\circ} 07' 34''$, a radius of 500.00 feet, and an arc length of 114.55 feet; thence North $09^{\circ} 13' 32''$ East, tangent to the last mentioned curve, a distance of 109.73 feet; thence on the arc of a curve to the right, which curve has a central angle of $22^{\circ} 32' 25''$, a radius of 470.00 feet, and an arc length of 184.90 feet; thence North $31^{\circ} 45' 57''$ East, tangent to the last mentioned curve, a distance of 341.27 feet; thence on the arc of a curve to the left, which curve has a central angle of $95^{\circ} 45' 05''$, a radius of 120.00 feet and an arc length of 200.54 feet; thence North $63^{\circ} 59' 08''$ West, tangent to the last mentioned curve, a distance of 86.98 feet to a point, said point being Point "B"; thence continue North $63^{\circ} 59' 08''$ West, a distance of 454.71 feet; thence on the arc of a curve to the left, which curve has a central angle of $09^{\circ} 18' 04''$, a radius of 800.00 feet, and an arc length of 129.87 feet; thence North $73^{\circ} 17' 12''$ West, tangent to the last mentioned curve, a distance of 165.32 feet; thence on the arc of a curve to the right, which curve has a central angle of $31^{\circ} 36' 20''$, a radius of 150.00 feet, and an arc length of 82.74 feet; thence North $41^{\circ} 40' 52''$ West, tangent to the last mentioned curve, a distance of 21.43 feet; thence on the arc of a curve to the right, which curve has a central angle of $66^{\circ} 39' 16''$, a radius of 130.00 feet, and an arc length of 151.23 feet; thence North $24^{\circ} 58' 24''$ East tangent to the last mentioned curve, a distance of 218.05 feet; thence on the arc of a curve to the left, which curve has a central angle of $73^{\circ} 16' 53''$, a radius of 120.00 feet, and an arc length of 153.48 feet; thence North $48^{\circ} 18' 29''$ West, tangent to the last mentioned curve, a distance of 395.91 feet; thence on the arc of a curve to the left, which curve has a central angle of $25^{\circ} 54' 29''$, a radius of 450.00 feet, and an arc length of 203.48 feet; thence North $74^{\circ} 12' 58''$ West, tangent to the last mentioned curve, a distance of 135.74 feet; thence on the arc of a curve to the right, which curve has a central angle of $72^{\circ} 16' 23''$, a radius of 120.00 feet, and an arc length of 151.37 feet; thence North $01^{\circ} 56' 35''$ West, tangent to the last mentioned curve, a distance of 16.17 feet; thence on the arc of a curve to the right, which curve has a central angle of $65^{\circ} 52' 40''$, a radius of 120.00 feet, and an arc length of 137.97 feet; thence North $63^{\circ} 56' 05''$ East, tangent to the last mentioned curve, a distance of 81.83 feet; thence on the arc of a curve to the left, which curve has a central angle of $89^{\circ} 50' 21''$, a radius of 100.00 feet and an arc length of 156.80 feet; thence North $25^{\circ} 54' 16''$ West, tangent to the last mentioned curve, a distance of 167.63 feet; thence on the arc of a curve to the right, which curve has a central angle of $47^{\circ} 19' 06''$, a radius of 200.00 feet, and an arc length of 165.17 feet; thence North $21^{\circ} 24' 50''$ East, tangent to the last mentioned curve, a distance of 141.95 feet; thence on the arc of a curve to the left, which curve has a central angle of $79^{\circ} 29' 27''$, a radius of 110.00 feet, and an arc length of 152.61 feet; thence North $58^{\circ} 04' 37''$ West, tangent to the last mentioned curve, a distance of 222.70 feet; thence on the arc of a curve to the right, which curve

153.48 feet; thence North 84° 59' 12" East, tangent to the last mentioned curve, a distance of 548.47 feet to a point, said point being Point "E"; thence continue North 84° 59' 12" East, a distance of 119.96 feet; thence on the arc of a curve to the left, which curve has a central angle of 27° 55' 16", a radius of 240.00 feet, and an arc length of 116.96 feet; thence North 57° 03' 56" East, tangent to the last mentioned curve, a distance of 111.58 feet; thence on the arc of a curve to the left, which curve has a central angle of 30° 02' 32", a radius of 190.00 feet, and an arc length of 99.62 feet; thence North 27° 01' 24" East, tangent to the last mentioned curve, a distance of 74.34 feet; thence on the arc of a curve to the right, which curve has a central angle of 37° 17' 00", a radius of 135.00 feet, and an arc length of 87.85 feet; thence North 64° 18' 24" East, tangent to the last mentioned curve, a distance of 67.59 feet to intersect the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, said point being the terminus of said centerline of the 60.00 foot wide parcel of land, extending and/or shortening the side lines of said 60.00 foot strip to intersect the property lines; together with the following described parcel of land: Commencing at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 22; thence North 00° 21' 22" West on the West line of said Southeast Quarter of the Southeast Quarter, a distance of 392.23 feet, to the point of beginning, said point being the terminus of the Southerly line of the above described 60.00 foot strip; thence North 85° 42' 57" East, a distance of 100.23 feet; thence North 00° 21' 22" West, a distance of 100.00 feet, thence South 89° 38' 38" West, a distance of 100.00 feet, to intersect said West line of said Southeast Quarter of the Southeast Quarter; thence South 00° 21' 22" East, on said West line, a distance of 106.87 feet, to the point of beginning, together with "SKYLINE LANE", a strip of land 60.00 feet in width (except as otherwise hereinafter described) lying 30.00 feet on each side of the following described centerline: Beginning at Point "A" as described above; thence South 14° 08' 10" East, a distance of 80.80 feet; thence on the arc of a curve to the left, which curve has a central angle of 29° 13' 53", a radius of 180.00 feet, and an arc length of 91.83 feet; thence South 43° 22' 03" East, tangent to the last mentioned curve, a distance of 139.24 feet; thence on the arc of a curve to the right, which curve has a central angle of 39° 33' 40", a radius of 250.00 feet, and an arc length of 172.62 feet; thence South 03° 48' 23" East, tangent to the last mentioned curve, a distance of 113.01 feet; thence on the arc of a curve to the left, which curve has a central angle of 52° 50' 46", a radius of 160.00 feet, and an arc length of 147.57 feet; thence South 56° 39' 09" East, tangent to the last mentioned curve, a distance of 315.33 feet; thence on the arc of a curve to the left, which curve has a central angle of 51° 23' 19", a radius of 170.00 feet, and an arc length of 152.47 feet; thence North 71° 57' 32" East, tangent to the last mentioned curve, a distance of 102.75 feet; to the terminus of said 60.00 foot wide

has a central angle of $59^{\circ} 24' 41''$, a radius of 145.00 feet, and an arc length of 150.35 feet; thence North $01^{\circ} 20' 04''$ East, tangent to the last mentioned curve, a distance of 166.33 feet; thence on the arc of a curve to the left, which curve has a central angle of $73^{\circ} 46' 59''$, a radius of 100.00 feet, and an arc length of 128.78 feet; thence North $72^{\circ} 26' 55''$ West, tangent to the last mentioned curve, a distance of 117.01 feet; thence on the arc of a curve to the right, which curve has a central angle of $59^{\circ} 01' 37''$, a radius of 180.00 feet, and an arc length of 185.44; thence North $13^{\circ} 25' 18''$ West, tangent to the last mentioned curve, a distance of 104.96 feet; thence on the arc of a curve to the right, which curve has a central angle of $64^{\circ} 01' 07''$, a radius of 120.00 feet, and an arc length of 134.08 feet; thence North $50^{\circ} 35' 49''$ East, tangent to the last mentioned curve, a distance of 265.21 feet; thence on the arc of a curve to the left, which curve has a central angle of $36^{\circ} 22' 10''$, a radius of 175.00 feet, and an arc length of 111.08 feet; thence North $14^{\circ} 13' 39''$ East, tangent to the last mentioned curve, a distance of 65.25 feet; thence on the arc of a curve to the left, which curve has a central angle of $33^{\circ} 34' 51''$, a radius of 300.00 feet, and an arc length of 175.83 feet; thence North $19^{\circ} 21' 12''$ West, tangent to the last mentioned curve, a distance of 118.34 feet; thence on the arc of a curve to the right, which curve has a central angle of $83^{\circ} 29' 25''$, a radius of 112.00 feet, and an arc length of 163.20 feet; thence North $64^{\circ} 08' 13''$ East, tangent to the last mentioned curve, a distance of 40.10 feet; thence on the arc of a curve to the left, which curve has a central angle of $54^{\circ} 20' 46''$, a radius of 155.00 feet, and an arc length of 147.02 feet; thence North $09^{\circ} 47' 27''$ East, tangent to the last mentioned curve, a distance of 80.64 feet; thence on the arc of a curve to the right, which curve has a central angle of $45^{\circ} 57' 51''$, a radius of 130.00 feet, and an arc length of 104.29 feet; thence North $55^{\circ} 45' 18''$ East, tangent to the last mentioned curve, a distance of 619.04 feet to a point, said point being Point "C", said point being on the East line of the Southwest Quarter of the Southwest Quarter of said Section 22; thence South $81^{\circ} 47' 58''$ East, a distance of 834.48 feet; thence on the arc of a curve to the right, which curve has a central angle of $42^{\circ} 28' 04''$, a radius of 231.70 feet, and an arc length of 171.74 feet; thence South $39^{\circ} 19' 54''$ East, tangent to the last mentioned curve, a distance of 359.75 feet; thence on the arc of a curve to the right, which curve has a central angle of $04^{\circ} 35' 36''$, a radius of 1000.00 feet, and an arc length of 80.17 feet; thence South $34^{\circ} 44' 18''$ East, tangent to the last mentioned curve, a distance of 67.22 feet to a point, said point being Point "D", said point lying on the Easterly line of the Southeast Quarter of the Southwest Quarter of said Section 22; thence continue South $34^{\circ} 44' 18''$ East, a distance of 97.31 feet; thence on the arc of a curve to the left, which curve has a central angle of $60^{\circ} 16' 30''$, a radius of 145.89 feet, and an arc length of

parcel of land, together with the following described tract of land: Beginning at the centerline terminus of the last mentioned 60.00 foot strip; thence North $18^{\circ} 02' 28''$ West, a distance of 30.00 feet; thence North $26^{\circ} 57' 32''$ East, a distance of 57.57 feet; thence South $63^{\circ} 02' 28''$ East, a distance of 100.00 feet; thence South $26^{\circ} 57' 32''$ West, a distance of 100.00 feet; thence North $63^{\circ} 02' 28''$ West, a distance of 57.57 feet; thence North $18^{\circ} 02' 28''$ West, a distance of 30.00 feet to the point of beginning, together with the following described tract of land: Commencing at Point "A" as described above; thence North $84^{\circ} 30' 32''$ West, a distance of 80.80 feet; thence South $05^{\circ} 29' 28''$ West, a distance of 30.00 feet to the point of beginning; thence South $84^{\circ} 30' 32''$ East, a distance of 59.65 feet; thence South $14^{\circ} 08' 10''$ East, 30.00 feet Westerly from and parallel with the first course of the above described "SKYLINE LANE", a distance of 59.65 feet; thence Northwesterly on the arc of a curve to the left, which curve has a central angle of $70^{\circ} 22' 22''$, a radius of 84.60 feet, and an arc length of 103.91 feet to the point of beginning, together with the following described tract of land: Commencing at the above mentioned Point "A"; thence South $84^{\circ} 30' 32''$ East, a distance of 80.80 feet; thence South $05^{\circ} 29' 28''$ West, a distance of 30.00 feet; thence North $84^{\circ} 30' 32''$ West, a distance of 38.25 feet, to intersect a line drawn 30.00 feet Easterly from and parallel with the above described first course of said "SKYLINE LANE"; thence South $14^{\circ} 08' 10''$ East on said parallel line, a distance of 38.25 feet; thence Northeasterly on the arc of a curve to the right, which curve has a central angle of $109^{\circ} 37' 38''$, a radius of 26.97 feet, and an arc length of 51.60 feet, to the point of beginning, together with "Dirty Creek Road", being a strip of land 60.00 feet in width lying 30.00 feet on each side of the following described centerline; beginning at Point "B" as described above; thence North $22^{\circ} 19' 42''$ East, a distance of 550.08 feet; thence on the arc of a curve to the right, which curve has a central angle of $32^{\circ} 28' 08''$, a radius of 280.00 feet, and an arc length of 158.67 feet; thence North $54^{\circ} 47' 50''$ East, tangent to the last mentioned curve, a distance of 155.69 feet to intersect the East line of the Southwest Quarter of said Section 27, said point being the terminus of said centerline of the 60.00 foot wide parcel of land, extending and/or shortening the side lines of said 60.00 foot strip to intersect the property lines, and the Northeasterly line of "SPRUCE MOUNTAIN ROAD", together with "NORTH LANE", a strip of land 60.00 feet in width (except as otherwise hereinafter described) lying 30.00 feet on each side of the following described centerline, said centerline being on the East line of the Southwest Quarter of the Southwest Quarter of said Section 22; beginning at Point "C" as described above; thence North $00^{\circ} 35' 22''$ West on said East line of the Southwest Quarter of the Southwest Quarter, a distance of

345.75 feet; said point being the terminus of said centerline of the 60.00 foot wide parcel of land, together with the following described tract of land: Beginning at the terminus of the last mentioned 60.00 foot strip; thence South 89° 24' 38" West, a distance of 30.00 feet; thence North 46° 38' 24" West, a distance of 56.52 feet to intersect the North line of the Southwest Quarter of the Southwest Quarter; thence North 43° 48' 37" East, a distance of 101.04 feet to intersect the East line of the Northwest Quarter of the Southwest Quarter; thence South 46° 11' 22" East, a distance of 98.95 feet to intersect the North line of the Southeast Quarter of the Southwest Quarter; thence South 43° 22' 32" West, a distance of 58.62 feet; thence South 89° 24' 38" West, a distance of 30.00 feet to the point of beginning, together with "SOUTH LANE", a strip of land 60.00 feet in width, (except as otherwise hereinafter described) lying 30.00 feet on each side of the following described centerline, said centerline being on the West line of the Southwest Quarter of the Southeast Quarter of said Section 22, beginning at Point "D" as described above; thence South 00° 27' 54" East, on said West line of the Southwest Quarter of the Southeast Quarter, a distance of 166.08 feet to the terminus of said centerline of the 60.00 foot wide parcel of land, together with the following tract of land: Beginning at the terminus of the last mentioned 60.00 foot strip; thence North 89° 32' 06" East, a distance of 30.00 feet; thence South 46° 01' 53" East, a distance of 57.01 feet to intersect the South line of the Southwest Quarter of the Southeast Quarter of Section 22; thence South 44° 27' 19" West, a distance of 100.99 feet to intersect the East line of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 45° 59' 18" West, a distance of 98.22 feet to intersect the North line of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 43° 12' 47" East, a distance of 58.91 feet; thence North 89° 32' 06" East, a distance of 30.00 feet to the point of beginning, together with "VALLEY ROAD", a strip of land 60.00 feet in width, lying 30.00 feet on each side of the following described centerline: Beginning at Point "E" as described above; thence North 02° 07' 22" West, a distance of 40.58 feet; thence North 61° 01' 58" West, a distance of 287.60 feet; thence on the arc of a curve to the right, which curve has a central angle of 54° 18' 05", a radius of 135.00 feet, and an arc length of 127.94 feet; thence North 06° 43' 53" West, tangent to the last mentioned curve, a distance of 31.96 feet; thence on the arc of a curve to the right, which curve has a central angle of 50° 14' 35", a radius of 100.00 feet, and an arc length of 87.69 feet; thence North 43° 30' 42" East, tangent to the last mentioned curve, a distance of 272.70 feet; thence on the arc of a curve to the left, which curve has a central angle of 27° 45' 34", a radius of 240.00 feet, and an arc length of 116.28 feet; thence North 15° 45' 08" East, tangent to the last mentioned curve, a distance of 375.20 feet; thence

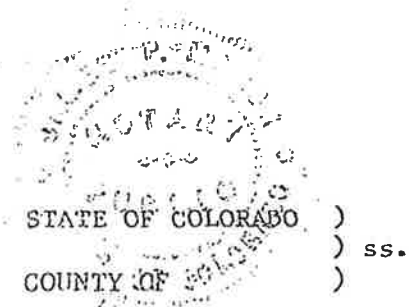
on the arc of a curve to the right, which curve has a central angle of 21° 13' 49", a radius of 420.00 feet, and an arc length of 155.63 feet; thence North 36° 58' 57" East, tangent to the last mentioned curve, a distance of 117.63 feet; thence on the arc of a curve to the left, which curve has a central angle of 09° 33' 58", a radius of 750.00 feet, and an arc length of 125.22 feet; thence North 27° 24' 59" East, tangent to the last mentioned curve, a distance of 234.17 feet; thence on the arc of a curve to the right, which curve has a central angle of 79° 15' 13", a radius of 110.00 feet, and an arc length of 152.16 feet; thence South 73° 19' 48" East, tangent to the last mentioned curve, a distance of 48.00 feet to intersect the East line of the Northwest Quarter of the Southeast Quarter of said Section 22, said point being the terminus of said centerline of the 60.00 foot wide parcel of land, extending and/or shortening the side lines of said 60.00 foot strip to intersect the property line and to intersect the Northerly line of "SPRUCE MOUNTAIN ROAD" as hereinabove described.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Owners hereby grant and assign unto itself and its successors, grantees, and assigns an easement right of way for ingress and egress for road purposes and an easement for the transmission of utilities including erection and continued operation, maintenance repair, alteration, inspection and replacement of electrical transmission and distribution, by telephone lines attached to poles or otherwise, and water, gas and sewage lines over and across a strip of land better described in Exhibit "A" attached hereto and made a part of this Grant of Easement.

Said easement for road purposes shall include the full free right and liberty for Spruce Basin, its tenants, visitors and licensees, successors, grantees, and assigns in common with all others having a similar or like right, at all times hereinafter, with or without vehicles for all purposes connected with the use and enjoyment of said land of Spruce Basin for whatever purpose said land may be from time to time lawfully used and enjoyed and said easements hereby granted shall be appurtenant to every part of said land of Spruce Basin and shall be perpetual.

IN WITNESS WHEREOF the said Owners have hereunto set their hands and seals this _____ day of September, 1972.

Spruce Basin, Ltd.
By: Bernard T. Carlson
General Partner



The foregoing instrument was acknowledged before me this 1st day of September, 1972.

Witness my hand and official seal.

My commission expires: March 3, 1976 James P. Mark

Lot Name: 1new
 Lot Area (Square Feet): 297697.37
 Lot Area (Acres): 6.83
 Closing Direction: N52°02'15"E
 Closing Distance: 0.0068

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	4901.7406	3141.4032	S51°45'15"W	623.01
	4516.0745	2652.1149	S41°12'30"E	278.27
PC	4306.7266	2835.4388		
RP	4221.0828	2737.6373		

Curve Direction: CW
 Radial In: S48°47'30"W
 D.O.C Arc: 44°04'25"
 D.O.C Chord: 45°14'23"
 Radius: 130.00
 Delta angle: 30°51'18"
 Tangent length: 35.88
 Arc length: 70.01
 Chord Direction: S25°46'51"E
 Chord length: 69.16
 External: 4.86
 Middle ordinate: 4.68
 Radial Out: N79°38'48"E

Point	Northing	Easting	Direction	Distance
PT	4244.4461	2865.5207	S77°30'45"E	378.33
	4162.6411	3234.9006	N19°01'22"E	8.49
PC	4170.6674	3237.6679		
RP	4111.9975	3407.8379		

Curve Direction: CW
 Radial In: S70°58'38"E
 D.O.C Arc: 31°49'52"
 D.O.C Chord: 32°15'19"
 Radius: 180.00
 Delta angle: 66°21'26"
 Tangent length: 117.69
 Arc length: 208.47
 Chord Direction: N52°12'05"E
 Chord length: 197.01
 External: 35.06
 Middle ordinate: 29.35
 Radial Out: N04°37'12"W

Point	Northing	Easting	Direction	Distance
PT	4291.4127	3393.3395	N22°25'51"W	660.28
End	4901.7364	3141.3979		

Error of Closure 1 : 328681
 Departure in Y (Northing): 0.0042
 Departure in X (Easting): 0.0053

Lot Name: 2new
 Lot Area (Square Feet): 91584.39
 Lot Area (Acres): 2.10

Closing Direction: N71°08'10"W
 Closing Distance: 0.0050

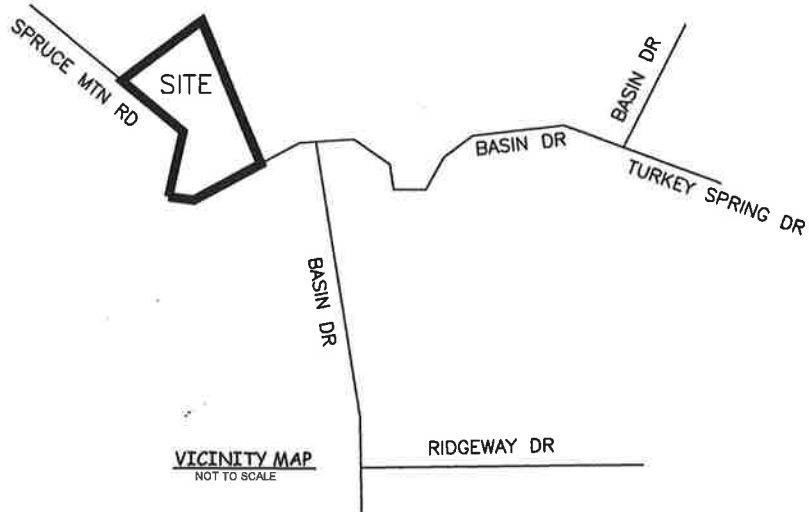
Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
PC	4244.4519	2865.5213		
RP	4221.0886	2737.6379		
	Curve Direction:	CW		
	Radial In:	S79°38'48"W		
	D.O.C Arc:	44°04'25"		
	D.O.C Chord:	45°14'23"		
	Radius:	130.00		
	Delta angle:	60°14'30"		
	Tangent length:	75.42		
	Arc length:	136.68		
	Chord Direction:	S19°46'03"W		
	Chord length:	130.47		
	External:	20.29		
	Middle ordinate:	17.55		
	Radial Out:	S40°06'42"E		
Point	Northing	Easting	Direction	Distance
PT	4121.6658	2821.3943	S49°53'18"W	109.22
PC	4051.2976	2737.8639		
RP	3997.7623	2782.9634		
	Curve Direction:	CCW		
	Radial In:	S40°06'42"E		
	D.O.C Arc:	81°51'04"		
	D.O.C Chord:	91°10'10"		
	Radius:	70.00		
	Delta angle:	167°01'55"		
	Tangent length:	615.91		
	Arc length:	204.07		
	Chord Direction:	S33°37'40"E		
	Chord length:	139.10		
	External:	549.87		
	Middle ordinate:	62.10		
	Radial Out:	S27°08'37"E		
Point	Northing	Easting	Direction	Distance
PT	3935.4717	2814.8990	N62°51'23"E	96.95
PC	3979.7025	2901.1715		
RP	3712.7427	3038.0382		
	Curve Direction:	CW		
	Radial In:	S27°08'37"E		
	D.O.C Arc:	19°05'55"		
	D.O.C Chord:	19°11'17"		
	Radius:	300.00		
	Delta angle:	25°24'10"		
	Tangent length:	67.62		
	Arc length:	133.01		
	Chord Direction:	N75°33'28"E		
	Chord length:	131.92		
	External:	7.53		
	Middle ordinate:	7.34		
	Radial Out:	N01°44'27"W		

Point	Northing	Easting	Direction	Distance
PT	4012.6043	3028.9246	N88°15'33"E	77.26
PC	4014.9513	3106.1490		
RP	4128.8987	3102.6858		
Curve Direction: CCW				
Radial In: N01°44'27"W				
D.O.C Arc: 50°15'34"				
D.O.C Chord: 52°01'43"				
Radius: 114.00				
Delta angle: 69°14'11"				
Tangent length: 78.70				
Arc length: 137.76				
Chord Direction: N53°38'28"E				
Chord length: 129.53				
External: 24.53				
Middle ordinate: 20.18				
Radial Out: S70°58'38"E				
Point	Northing	Easting	Direction	Distance
PT	4091.7411	3210.4601	N19°01'22"E	75.00
	4162.6453	3234.9059	N77°30'45"W	378.33
End	4244.4503	2865.5260		
Error of Closure 1 : 270220				
Departure in Y (Northing): 0.0016				
Departure in X (Easting): -0.0047				

GUST/SMITH LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF PARCEL A AND LOT 3. BLOCK 4, SPRUCE BASIN FILING NO. 4, SECTION 34, TOWNSHIP 49 NORTH, RANGE 11 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN
FREMONT COUNTY, COLORADO



LEGEND

- = FOUND 1-1/2" ALUM. CAP "HOOK"
- = SET 1/2"x18" REBAR W/ 1-1/2" ALUM. CAP L.S. NO. 37907

REGISTERED LAND SURVEYOR'S CERTIFICATE

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

MATTHEW J. KOCH L.S. No. 37907 DATE _____

ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT

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

Chairman, Fremont County Board of County Commissioners

COUNTY CLERK AND RECORDERS STATEMENT

STATE OF COLORADO
COUNTY OF FREMONT

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

Fremont County Clerk & Recorder

KNOW ALL MEN BY THESE PRESENTS that

GERALD W. GUST and PATRICK E. SMITH, are the owner's of the following described land:

TO WIT

LOT 3, BLOCK 4, SPRUCE BASIN FILING NO. 4 (GUST)

PARCEL "A", SPRUCE BASIN FILING NO. 4 (SMITH)

TOTAL ACREAGE BEING PLATTED: 8.83 ACRES MORE OR LESS

DEDICATION

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

In witness whereof, GERALD W. GUST and PATRICK E. SMITH have subscribed their names this _____ day of _____ A.D. 20____

By _____
GERALD W. GUST

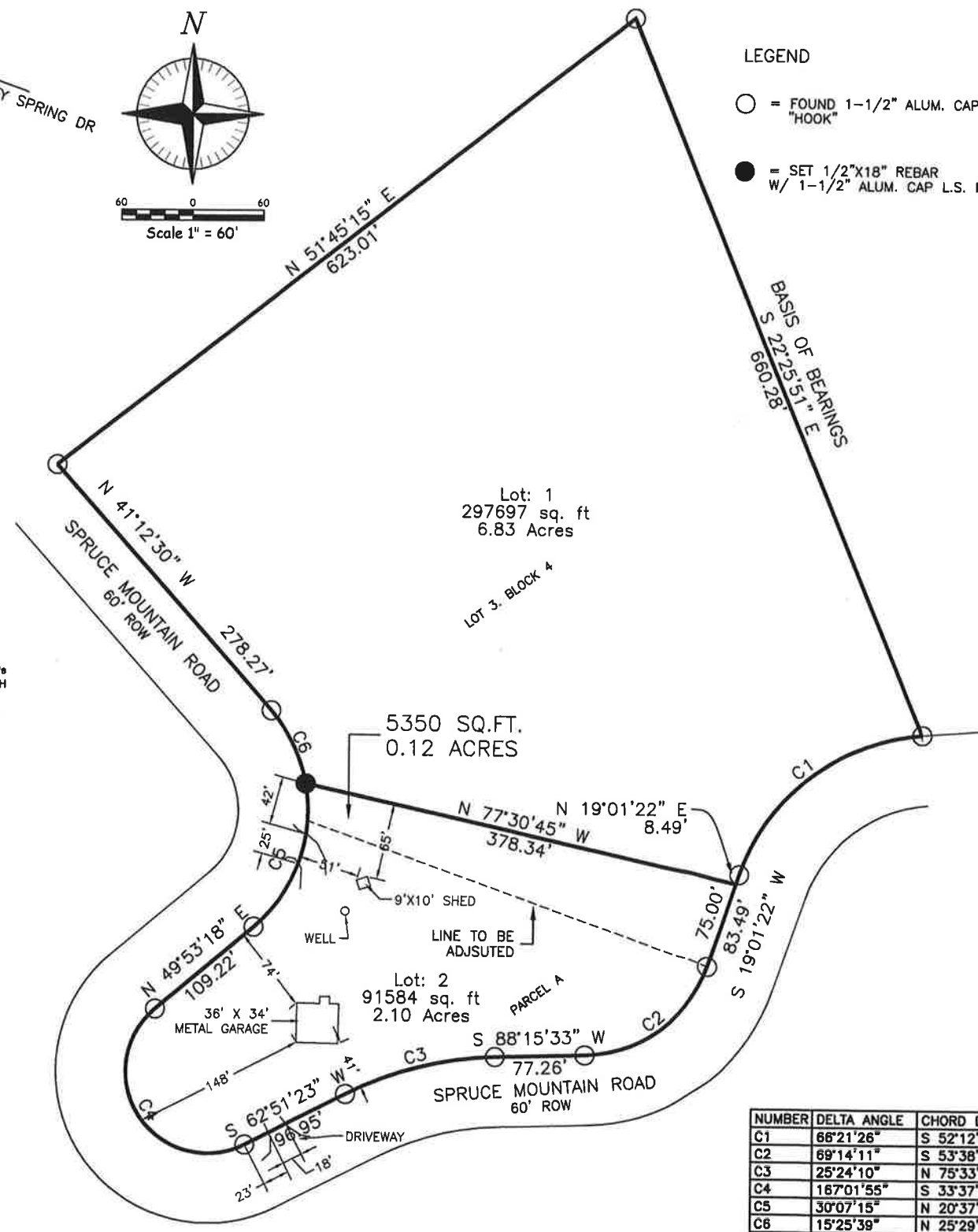
By _____
PATRICK E. SMITH

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this _____ day of _____ A.D. 20____, by GERALD W. GUST and PATRICK E. SMITH.

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

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



NOTES:

- 1.) BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF LOT 3, BLOCK 4, SPRUCE BASIN FILING NO. 4, BEING N 22°25'51" W, PER PLAT, BETWEEN THE FOUND 1-1/2" ALUM. CAPS, "HOOK" AS SHOWN HEREON.
 - 2.) RECORDED AND APPARENT RIGHTS-OF-WAY ARE SHOWN AS PER TITLE COMMITMENTS NO. 1868846, BY EMPIRE TITLE.
 - 3.) ALL DIMENSIONS SHOWN IN U.S. SURVEY FEET
 - 4.) FROM SPRUCE BASIN FILING NO. 4:
A 8 (SIX) FOOT UTILITY EASEMENT ON BOTH SIDES OF ALL SIDE LOT LINES.
A 12 (TWELVE) FOOT UTILITY EASEMENT ON ALL EXTERIOR BOUNDARY LINES, EXCEPT THE NORTHERLY BOUNDARY LINE, WHICH WILL BE CONSIDERED SIDE LOT LINES.
A 15 (FIFTEEN) FOOT EASEMENT ON BOTH SIDES OF ALL ROAD RIGHT OF WAY LINES FOR SNOW REMOVAL.
- STREET MAINTENANCE:
IT IS MUTUALLY UNDERSTOOD AND AGREED TO BY THE SUBDIVIDER AND THE FREMONT COUNTY BOARD OF COUNTY COMMISSIONERS THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT.

NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	66°21'26"	S 52°12'05" W	180.0000	208.4674	197.0103
C2	69°14'11"	S 53°38'27" W	114.0000	137.7579	129.5280
C3	25°24'10"	N 75°33'28" E	300.0000	133.0086	131.9219
C4	187°01'55"	S 33°37'40" E	70.0000	204.0680	139.1045
C5	30°07'15"	N 20°37'15" E	237.1432	124.6681	123.2374
C6	15°25'39"	N 25°29'21" W	247.9616	66.7662	66.5647

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